



# Department of Commerce

## Guidelines

FOR

## Young Adult Housing Program

January 1, 2018 – June 30, 2019

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## **1 Grant Basics**

### **1.1 Overview**

The Young Adult Housing Program (YAHP) provides rental assistance and case management to eligible young adults.

### **1.2 Authorizing Statute**

2SHB 2376.

### **1.3 Changes to Guidelines**

Commerce may revise the Guidelines at any time. All grantees will be sent revised copies.

### **1.4 Commerce Monitoring**

Commerce will monitor Grantees' YAS 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.

### **1.5 Subgrantee Requirements**

The Grant General Terms & Conditions Section 32 identifies sub-contracting requirements. In addition, all sub grantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact sub grantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, Regional Support Network (under 71.24 RCW), nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

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

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

Commerce reserves the right to require lead grantees to undertake special reviews

when an audit or other emerging issue demands prompt intervention and/or investigation.

## **2 Grantee Administration**

### **2.1 Fiscal Administration**

#### **2.1.1 Reimbursements**

Grantees must bill Commerce on a monthly basis for reimbursement of allowable costs. Invoices are due on the 20<sup>th</sup> of the month following the provision of services, except in July (June billing) when it is due on a date to be specified by Commerce. If the Grantee fails to file an invoice within a three-month period, without a reasonable explanation, Commerce will suspend payments, notify the Grantee, and take follow-up action that may include terminating the grant agreement. 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).

#### **2.1.2 Back-up Documentation**

- ✓ All submitted invoices must include the following documentation: Monthly Voucher Detail and any data report that Commerce may develop. Invoice vouchers may not be paid until the report is received and verified.
- ✓ Commerce may require a Grantee to submit additional detailed source documentation for any charges. The Grantee must maintain copies of all reimbursement requests and backup documentation. Records that disclose all costs charged to the Commerce grant must be maintained.
- ✓ Commerce may require additional reporting.

#### **2.1.3 Budget Revisions**

- ✓ Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Caps on budget categories (Section 4.1 Budget Caps) must be maintained with each revision.
- ✓ An amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

#### **2.1.4 Program Income**

- ✓ Program income is generated when a deposit is returned to the Grantee rather than to

the participant. Program income must be expended for program activities, and the amount deducted from the appropriate line item on the Commerce invoice prior to submission for payment.

## **2.2 Homeless Management Information System (HMIS)**

- ✓ Grantees must use HMIS for data collection and reporting purposes [43.185C.295 (2)].
- ✓ Grantees must collect HUD standard data elements (universal and project specific), as well as non-standard data elements as specified by Commerce.

### **2.2.1 Data Entry Timeliness**

- ✓ Data must be entered in HMIS within 14 calendar days following the month in which services are provided. Grantees who have submitted data will receive a monthly report from their system administrator to review for data quality. Data quality issues must be corrected by the following reporting period.
- ✓ For data integration grantees, data must be submitted to Commerce by the 15th calendar day following the month in which services were provided. If the 15<sup>th</sup> falls on a weekend or holiday, grantee may submit reports on the following business day.

### **2.2.2 Consent for Entry of Personally Identifying Information**

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

### **2.2.3 Anonymous Records**

The following types of records must be entered anonymously:

- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Minors (under the age of 18) entering programs independently (without a parent or guardian).
- ✓ If one household member does not consent, all household members must be entered anonymously.
- ✓ If a funder requires a program to report the HIV/AIDS status.

- ✓ Information such as age, race, ethnicity, gender, disability status, educational level, etc. may be collected in HMIS if it cannot be used in combination with other information to identify the youth.
- ✓ Nothing in these guidelines precludes a grantee from collecting personally identifiable data internally within their respective agency provided the personally identifiable data does not get entered into HMIS.

#### **2.2.4 Special Circumstances**

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

### **2.3 Records Maintenance and Destruction**

- ✓ Each participant file must be organized and maintained in a standardized manner, with a face sheet that includes a checklist of a files key documents and major section headings.
- ✓ Any forms completed with a participant (i.e. Intake, assessment, etc.) must be accompanied by the participants' signature, a date, and the name of the staff person assisting the participant in completing the form. Any form completed just by staff must also have a date and the name of the staff person completing the form.
- ✓ Records must be retained for a minimum of six years after the date of final grant payment (Grant General Terms and Conditions, Section 26). Records include but are not limited to fiscal and participant file documents related to program eligibility.
- ✓ Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the Grantee.

### **2.4 Prohibitions**

- ✓ Grantees may not require residents to participate in a religious service as a condition of receiving program assistance.
- ✓ Grantees may not require payment from shelter residents for services provided.

### **2.5 Nondiscrimination**

Grantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies (YAS Grant General Terms and Conditions Section 22).

- ✓ Grantees must comply with the Washington State Law Against Discrimination,

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

- ✓ Grantees must comply with WAC 162-32-060 Gender-segregated facilities, allowing individuals the use of gender-segregated facilities, such as restrooms, locker rooms, dressing rooms, and homeless or emergency shelters that are consistent with the individual's gender expression or identity.
- ✓ Grantees must comply with the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to providing reasonable accommodations for people with disabilities, including housing accommodations for those with service animals or emotional support animals. Grantees may refer to HUD FHEO Notice: FHEO-2013-01 for additional guidance on HUD and ADA rules and regulations as they pertain to service animals and assistance animals for people with disabilities.<sup>1</sup>

## **2.6 Participant Rights and Responsibilities**

- ✓ Grantees must explain to participants at intake or when reasonably possible, their rights and responsibilities while receiving services. Rights and responsibilities should be readily available to participants either in written information or by posting in a public place.
- ✓ Grantees must have written termination, denial, and grievance policies and/or procedures. The policies and/or procedures should be readily available to participants either in written information or by posting in a public place.
- ✓ Grievance policies and procedures, which include a participants right to review decisions and present concerns to program staff not involved in the grievance, must:
  - Clearly describe how participants can request a review or report concerns.
  - Be accessible to all participants seeking or receiving services.
  - Identify process for keeping written records of complaints and there resolution.
- ✓ Grantee must have policies and procedures in place that cover at a minimum the confidentiality of both written and electronic files and describe when and how

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<sup>1</sup> [https://portal.hud.gov/hudportal/documents/huddoc?id=servanimals\\_ntcfheo2013-01.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=servanimals_ntcfheo2013-01.pdf)

participant's information can be shared. Grantees must adhere to applicable state and federal laws with regards to the sharing of personal information (See General Terms and Agreements Section 10).

## **2.7 Denial of Services**

- ✓ Grantees may deny assistance to any applicant who fails to provide the Grantee with sufficient information or consent to process their application for assistance, who does not meet the definition of eligible youth or fall within the program's income eligibility guidelines, or as otherwise permitted by a Grantee's written participant selection policies. Denials must be in writing.

Established policies/procedures should describe:

- Circumstances in which a participant may not qualify or would be denied;
- Notification of denial; and
- Participant's right to review a Grantee's decision

## **2.8 Termination of Services**

- ✓ An eligible youth may participate in the program for any duration of time within the eligibility parameters.
- ✓ Causes for termination may include, but are not limited to, the participant's failure to comply with the terms of the safety and independent living plan and violation of program policies. In terminating assistance to a youth, the Grantee must provide, and effectively communicate, a formal process that recognizes the rights of youth receiving assistance. This process, at a minimum, must consist of:
  - Written notice to the youth containing a clear statement of the reasons for termination;
  - A review of the decision, in which the youth 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; and
  - Prompt written notice of the final decision.
- ✓ Youth who are terminated from the program according to local policies may apply to Commerce for reenrollment in the program if all local grievance procedures have failed to yield resolution.

## **2.9 Fraud**

Grantees must inform Commerce if YAS funds are spent on ineligible participants or expenses.

## **2.10 Rental Assistance and Transitional Housing Policies and Procedures**

Grantees must have written policies and procedures in place that address at minimum:

- ✓ Rental subsidy model option and procedures for determining participant rent share (including utilities) and adjustments.
- ✓ Use of full subsidy option.
- ✓ Minimum tenant payments, if any.
- ✓ Disposition of refunds for deposits made on behalf of participants.
- ✓ Any requirement for participants to report changes in income prior to recertification and how changes in income will impact tenant rent share.
- ✓ Rent limits and exceptions to standards.
- ✓ Landlord Certification and/or housing inspection and lead-based paint visual assessment standards and procedures.

### 3 Program Operations

#### 3.1 Age and Housing Eligibility

- ✓ Young adults ages 18-24 who meet income eligibility and one of the following categories of housing status as defined by HUD
  - Category 1 – Homeless
  - Category 2 – At imminent risk of losing housing
  - Category 3 – Homeless only under other federal statutes
  - Category 4 – Fleeing domestic violence
  - At-Risk of Homelessness

##### 3.1.1 Documentation of Age and Housing Status

- ✓ Grantees must document eligible age prior to program entry. Age may be verified by a state issued ID or license, birth certificate, passport, or other legal form of identification.
- ✓ Grantees must verify and document housing status prior to program entry. See Appendix B – Documentation of Housing Status for details.
- ✓ The YAHP Verification of Eligibility and Income Recertification Form and housing documentation must be kept in the participant file.

#### 3.2 Income Eligibility

- ✓ For young adults in Housing Status Categories 1-4  
Initial income for participants (and spouse/registered domestic partner, if applicable as well as unearned income attributable to a minor) must not exceed the Very Low (50 percent) Income Limits for their county as published annually by the Department of Housing and Urban Development (HUD). Current income limits for each county can be found at <http://www.huduser.org/portal/datasets/il.html>.
- ✓ For young adults in the Housing Status category of At-Risk of Homelessness, initial income for participants (and spouse/registered domestic partner, if applicable as well as unearned income attributable to a minor) must not exceed the Extremely Low (30 percent) Income Limits for their county as published annually by the Department of Housing and Urban Development (HUD). Current income limits for each county can be found at <http://www.huduser.org/portal/datasets/il.html>.
- ✓ If a young adult meets the requirements of the At-Risk of Homelessness category other

than the Extremely Low (30 percent) Income Limits, eligibility may be granted by Commerce approval.

### 3.2.1 Income Calculation

- ✓ Annual income is the gross amount of income that the young adult anticipates receiving during the coming year. (See Appendix C – Types of Income to Count for specific income inclusions and exclusions, and how to treat assets.)
- ✓ Only the young adult's income is counted, irrespective of other persons living in the same unit, unless the eligible young adult is married/in a registered domestic partnership and residing with their spouse or registered domestic partner. In the case of marriage or a registered domestic partnership, a spouse/partner's income is counted.

### 3.2.2 Income Recertification

- ✓ A participant's income must be reevaluated at least once a year using the same calculation methodology as at entry (prospective income), and documented on an income calculation form in the files as well as updated in HMIS.
- ✓ When a participant's income exceeds the income limits specified in 3.3.1 Initial Income they must participate in an individual development account program or other supervised savings program, or exit the program (see page 7.2.6 Individual Development Account/Savings).

### 3.2.3 Documentation of Income

Documentation standards, *in order of preference*, are as follows:

- ✓ **Written Third Party**—Verification in writing from a third party (e.g., individual employer, Social Security Administration, welfare office, emergency shelter provider, drop-in center, etc.) either directly to staff or via the applicant is most preferred. Written third party documentation may include a Department of Social and Health Services (DSHS) Benefits Verification System (BVS) printout for TANF/Public Assistance<sup>2</sup>, and other standardized forms such as verification of income statements, pay stubs, or tax statements.
- ✓ **Oral Third Party**—Verification from a third party (e.g., individual employer, Social Security Administration, welfare office, etc.) provided by the third party over the telephone or in-person directly to staff. The conversation must be documented in the file and include the name, telephone number, and position/title of the third

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<sup>2</sup> Approval to access to the Benefits Verification System must be obtained directly from DSHS. To request a Database Access Request form contact [esadsa@dshs.wa.gov](mailto:esadsa@dshs.wa.gov).

party, the date and time of the conversation, and the name of the person requesting the verification.

- ✓ **Applicant Self-Declaration**—Participant statements or affidavits are acceptable only when other verifications are not available. The participant must sign and date each participant statement or affidavit. This method should be used only as a last resort when all other verification methods are not possible or reasonable.

The YAHP Verification of Eligibility and Income Recertification Form and housing documentation must be kept in the participant file.

### **3.3 Other Eligibility Requirements**

Young adults enrolled in the YAHP must not be enrolled in Extended Foster Care or the Independent Youth Housing Program (IYHP).

#### **3.3.1 Documentation of Other Eligibility Requirements**

To verify that a young adult is not enrolled in Extended Foster Care, provide either a written explanation of why the person does not qualify for Extended Foster Care (i.e. over age 21), or oral or written confirmation from the DSHS Regional Independent Living Coordinator, Extended Foster Care program manager, or IL/TL case manager that the person is not enrolled in Extended Foster Care.

To verify that a young adult is not enrolled in IYHP, provide either a written explanation of why the person does not qualify for IYHP (i.e. over age 23), or oral or written confirmation from the IYHP program manager or IYHP case manager that the person is not enrolled in IYHP.

### **3.4 Participant Records**

Grantees must create a participant file for every applicant accepted for the program that includes evidence of rent reasonableness, the unit lease or equivalent, eligibility verifications, unit inspections, and all other notes and documents relevant to the participant's participation, progress, exit or termination from the program, and follow-up reports. Grantees must have mechanisms in place that ensures participant records are maintained in a confidential manner.

#### **3.4.1 Participant File Checklist**

Use of a participant file checklist is required to record the contents of each participant file (either electronic or paper) and ensure file consistency overall. Programs may choose to create their own checklist but the components of this checklist must be included. Documentation must be thorough and accompany each form as needed. The

following forms must be included in each participant file unless otherwise noted:

- Participant File Checklist
- HMIS Consent Form (See Appendix C - Data Collection Directive). If the form is kept in another file or central location, this should be noted on the participant file checklist.
- DSHS Participant Consent Form for BVS, if applicable
- YAHP Verification of Household Eligibility and Income Recertification form with backup documentation
- YAHP Income Calculation Worksheet or equivalent, if applicable
- Landlord Habitability Standard Certification Form for Rent Assistance  
OR
- HHS or HQS Inspection Checklist, including Lead Based Paint Assessment, if applicable. If the form is kept in another file or central location, this should be noted on the participant file checklist.
- Executed Lease (or rent agreement) for rent subsidies paid to a landlord  
OR
- Certification of Payment Obligation / Potential Eviction from Friend/Family
- Household rent share/rent subsidy calculations for rent assistance
- Self-Sufficiency Matrix
- Participant-Driven Safety and Independent Living Plan
- Temporary Absence, if applicable

### **3.5 Services Provided**

Grantees must provide an array of services and case management to meet the identified needs of eligible young adults including but not limited to those listed in this section.

### **3.5.1 Family Reconciliation**

- ✓ Assist young adults in achieving family reconciliation goals when safe and appropriate.

### **3.5.2 Safe and Stable Housing**

- ✓ Engage in permanency planning, which may include assisting young adults in finding and maintaining permanent housing, or other suitable long-term placement options.

### **3.5.3 Social and Emotional Well Being**

- ✓ Provide directly or through referral a range of services such as physical exams, mental or chemical dependency evaluations or treatment, or engagement in counseling, support groups, legal resources, etc. on an as needed basis.
- ✓ Connection to basic needs such as food, clothing, medical care, etc.

### **3.5.4 Education and Employment**

- ✓ Assist young adults in achieving educational goals such as obtaining a high school diploma or GED, enrolling in post-secondary education and/or an apprenticeship program, applying for financial aid, securing school supplies or transportation, etc.
- ✓ Assist participants in employment skill building activities that will prepare them for or help them maintain independence such as resume writing, practicing interviews, personal hygiene coaching, conflict resolution, job search techniques, etc.

### **3.5.5 Permanent Connections**

- ✓ Provide pro-social, recreational, and culturally relevant activities that foster a sense of belonging, and connect participants their strengths, abilities, and interest.
- ✓ Provide workshops and educational opportunities that foster independence.

## **3.6 Independent Living Services**

### **3.6.1 Participant-Driven Safety and Independent Living Plan**

A participant, with the assistance of housing support staff, must conduct a personal needs assessment and establish a safety and independent living plan with long and short-term goals and an action plan that will aid the participant in obtaining and retaining independent, stable housing, and acquiring economic independence and self-sufficiency. Case managers must contact each participant on a regular basis and work with them to update their plan as needed. If the participant is not following through with their plan, then they may need to redefine the goals or the steps needed to reach them.

If the participant has an existing plan developed through a relationship with a contracted Transitional Living or other service provider, the plan must be updated upon enrollment in the program. Local housing support staff must partner and collaborate with the case manager with whom the participant is already involved to ensure the plan is current, and that the participant is receiving the case management, information, and referral services needed.

### **3.6.2 Self-Sufficiency Matrix**

The Self-Sufficiency Matrix must be completed and the information entered into the state HMIS within 30 days of a participant's entry into the program, at the time of annual update (anniversary date of entry), and at exit.

### **3.6.3 Individual Development Account/Savings**

When a participant's income exceeds the income limits specified in 3.3.1 Initial Income they may continue to receive housing services provided they participate in an individual development account program. Participants must invest a minimum of 5% of their income that exceed the income limits. Investments of greater than 5% may be negotiated between the Grantee and participant, taking into account the participant's current circumstances and other financial obligations.

If a participant is unable to participate in an individual development account program they must participate in a supervised savings program.

All participants should be encouraged to participate in an individual development account or other savings program if they can contribute, regardless of income level.

YAHP funds cannot be used to create a savings program or to match a participant's contribution to an account.

### **3.6.4 Program Compliance Agreement**

Each participant must sign a program compliance agreement stating they understand assistance may be terminated for non-compliance and they agree to:

- ✓ Timely pay their portion of the independent housing cost;
- ✓ Comply with their safety and independent living plan;
- ✓ Comply with other program requirements and policies; and
- ✓ Comply with the terms of the rental agreement or lease.

Copies of the signed agreement and the plan must be kept in the participant file.

## **3.7 Best Practices**

### **3.7.1 Participant Centered Services**

- ✓ Services are individualized and responsive to the needs of each participant
- ✓ Services are voluntary and build on the strengths and resources of the participant, respecting their autonomy
- ✓ Grantees must periodically administer a participant satisfaction survey to program participants to collect feedback on program service and delivery

### **3.7.2 Positive Youth Development**

- ✓ Grantees must demonstrate competency in Positive Youth Development theory and practice including but not limited to:
  - Understanding child and adolescent brain development
  - Fundamentals of fostering resiliency
  - Emphasizing positive and supportive relationships
  - Mentoring and rapport building
  - Building on young people's strengths and abilities
  - Connecting youth to leadership opportunities
  - Partnering with young people to develop programming
  - Cultivating internal and external protective factors
  - Creating meaningful opportunities for engagement
  - Meeting youth where they are at

### **3.7.3 Trauma Informed**

- ✓ Grantees must demonstrate competency in trauma informed care including but not limited to:
  - Emphasizing physical, psychological, and emotional safety
  - Understanding the neurobiology of trauma
  - Understanding of acute versus complex trauma
  - Recognizing the symptoms of trauma and post-traumatic stress disorder (PTSD)
  - Responding to the impact of trauma
  - Understanding of power and control cycles
  - Rebuilding a sense of control or empowerment
  - Integrating knowledge of trauma into organizational policies, practices, and

- procedures
- Resisting re-traumatization

### **3.7.4 Harm Reduction**

- ✓ Grantees must demonstrate competency in harm reduction principles and practices including but not limited to:
  - Emphasizing health and quality of life
  - Knowledge of practical developmentally appropriate strategies for reducing negatives consequences associated with high risk behavior and/or drug use
  - Providing accurate and comprehensive re-productive health, STI/STD information and resources
  - Facilitating access to health screenings, medical care, and/or treatment
  - Meeting young people where they are at with regards to stages of change
  - Addressing motivations for high risk behavior along with the behavior itself
  - Fostering an environment where young people feel safe discussing their experiences without fear of judgment or reprisal
  - Being non-coercive in the provision of services
  - Resisting the stigmatization of youth engaged in high risk behavior and/or those with mental health and/or substance use issues
  - Not ignoring real and tragic harms associated with high risk behavior or drug use

### **3.7.5 Culturally Relevant Services**

- ✓ Grantee must provide appropriate, accessible, and culturally relevant services to youth and their families.
- ✓ Service delivery must be culturally competent and responsive to each participant's cultural beliefs and values, ethnic norms, language needs, and individual differences.
- ✓ Grantees are encouraged to employ a diverse workforce that reflects the diversity of their participants and the community.

## **3.8 Staff, Volunteer, and Subcontractor Requirements and Responsibilities**

### **3.8.1 Background Checks**

In many instances, due to the nature of the service population, the vulnerability of housing residents may be unknown. Grantees must ensure criminal history background checks have been completed for all employees, volunteers, and contractors who may have unsupervised access to program participants.

In the event that employees, volunteers, and contractors may have unsupervised access to children (i.e. minors) (ex. children of young adults), grantees should refer to WAC 388-06 for convictions that would prohibit such access.

Under the Child and Adult Abuse Information Act (RCW 43.43.8321 or 43.43.830) conviction criminal history record information (CHRI) is available at no charge to non-profit organizations licensed in the state of Washington. Consult the Washington State Patrol website at <http://www.wsp.wa.gov/crime/chrequests.htm#abuse> for more information.

### **3.8.2 Training**

#### **3.8.2.1 Provided and Documented Trainings**

Grantees must provide training for staff and document attendance in administrative files. Training in the identified best practices in section 3.7 must be provided.

Additional trainings may include, but are not limited to crisis intervention, professional boundaries, case management, motivational interviewing, strength based counseling, working with sexually exploited youth, working with SA/DV survivors, working with juvenile offenders, the needs of youth in foster care, street culture, poverty and homelessness, working LGBTQ youth, working with racial and ethnic minorities, etc.

#### **3.8.2.2 Mandated Reporter Training**

All staff or volunteers must be trained in identifying cases of abuse and neglect and how to make mandated reports.

#### **3.8.2.3 Confidentiality Training/Information**

All staff and volunteers must receive training and information regarding safeguarding participant confidentiality.

### **3.8.3 Staff Code of Conduct**

Grantees must have a policy or code of conduct outlining professional behavior for staff or volunteers. At a minimum, it should address respect for all housing residents and coworkers, maintaining a nonjudgmental attitude, prohibitions on personal or dual relationships with housing residents, and a commitment to fulfilling professional duties with integrity, objectivity, and equity.

### **3.9 Unit Habitability and Lead-Based Paint Assessment**

Housing units must be documented as habitable, with a lead-based paint visual assessment completed as applicable, prior to paying the rental subsidy.

Habitability can be documented by the Landlord Habitability Standards Certification Form or Inspection. Both methods are valid for the length of time the household is a tenant in the housing unit.

Documented habitability is required for all housing units that households will be moving into, except when a household moves in with friends or family. The lead-based paint visual assessment requirement applies regardless of whether a household remains in an existing unit or is moving to a new unit. If an assessment is required, it must be conducted on an annual basis (as long as assistance is provided).

### **3.9.1 Allowable Methods for Unit Habitability Determination**

#### **3.9.1.1 Landlord Habitability Standards Certification**

The Landlord Habitability Standards Certification references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy. Certification forms are required for all housing units that households will be moving into and must be kept in each participant file.

When applicable, if the rental unit is provided to a different household within 12 months of the Certification being signed by the landlord, an additional Certification from the landlord is not required

#### **3.9.1.2 Inspection**

In lieu of (or in addition to) the above landlord certification, Grantees may choose to inspect all housing units that households will move into. Grantees may adopt the HUD *Housing Quality Standards* (HQS) and inspection procedures or the Commerce *Housing Habitability Standards* (HHS) and procedures. Complete records of all certifications, inspections, and follow-up actions must be maintained in the program files.

- ✓ If applicable (as in the case of a master lease), inspections must also be conducted upon a change of tenancy and before the new tenant moves in.
- ✓ Inspections less than 12 months old performed by other housing providers can be used.
- ✓ A deposit may be made to hold a unit until it can be inspected. The deposit must be refundable if the unit does not pass inspection. Such an arrangement must be agreed upon in writing.

Inspections are also required at the request of a participating participant reporting a

housing quality problem with his or her rental unit. Grantees may use the Housing Habitability Standards (HHS) form, or Housing Quality Standards (HQS) form or document the specific complaint, including follow-up and resolution, in an alternate format.

### **3.9.2 Habitability Complaint Process**

Grantees must have written policies or procedures describing a response to complaints regarding unit safety and habitability. This policy or procedure must include:

- ✓ The method of informing each household of the habitability complaint process.
- ✓ Assurances that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.
- ✓ Mandatory inspection when a complaint is reported using the Housing Habitability Standards (HHS) form, Housing Quality Standards (HQS) form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.
- ✓ If a facility is owned by the Grantee, a qualified third party must conduct the inspections. An executed purchase service or other written agreement must be in place.

### **3.9.3 Lead-Based Paint Inspection Requirements**

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

A lead-based paint visual assessment must be completed prior to providing rent assistance for all units constructed prior to 1978 in which a child under the age of six or pregnant woman is or will be living.

A visual assessment must be conducted on an annual basis thereafter (as long as assistance is provided). Visual assessments must be conducted by a HUD-Certified Visual Assessor, and must be documented on the HQS or HHS form and maintained in the participant file.

### **3.9.4 Exceptions to the Lead-Based Paint Inspection Requirements**

There are certain exceptions to the requirements. Visual assessments are not triggered under the following circumstances:

- ✓ It is a zero-bedroom or SRO-sized unit;

- ✓ 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 – obtain documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).  
If any of the conditions outlined above are met, Grantees need to document the condition.

For a Guide to Compliance with Lead-Based Paint Inspection Requirements see Appendix F – Lead-Based Paint Visual Assessment Requirements.

## 4 Allowable Costs

### 4.1 Budget Caps

#### 4.1.1 45 Percent Set Aside

- ✓ Commerce has a regulatory obligation to ensure at least 45% of YAHP funds, which come from Home Security Funds, must be budgeted and spent on rent/lease payments to private for-profit entities. YAHP Grantees are required to set aside funding for private for profit entities.
  - **Non-profit, for-profit, and government ownership** of properties is determined by the tax status of the entity that owns the property. See Appendix A.

#### 4.1.2 Administration

- ✓ Up to 15 percent of total costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.
- ✓ Allowable administrative costs are those costs that benefit the organization as a whole. They may include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment (up to \$1,000 per grant period unless approved in advance by Commerce) associated with these positions; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues; and Washington State Quality Award (WSQA) expenses. This list is not all-inclusive.
- ✓ General agency facilities costs (including those associated with executive positions) are also allowable administrative expenses. They include the following: rent, depreciation expenses, and operations and maintenance costs such as janitorial and utilities. This list is not all-inclusive.
- ✓ Administrative and facilities expenses must be supported by actual expenditures. If actual expenditures exceed the budget, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following two methods:
  - Billed directly such as IT services that are billed by the hour.
  - Allocated directly by means of a cost allocation plan. If the cost is related to executive personnel such that a direct relationship between the cost and the benefit cannot be established, the cost must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved

cognizant agency or by use of the 10% de minimus rate.

## **4.2 Operations**

### **4.2.1 Programmatic Expenses**

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
- ✓ Case management focused on participant engagement in services that help them achieve stable housing, permanent connections, education and employment, and social and emotional wellbeing.
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), [SSI/SSDI Outreach, Access, and Recovery \(SOAR\)](#), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners/landlords related to locating or retaining housing.
- ✓ Outreach services.
- ✓ Other case management, information and referral services.
- ✓ Support services as described in Section 7.1.1.
- ✓ Data collection and entry.
- ✓ Salaries/benefits for program staff.
- ✓ Salaries/benefits to monitor subgrantees (or can be charged in Administration).
- ✓ Staff costs to issue rent assistance. This cost is not for case management activities, but is associated only with the appropriate portion of salary and benefits of the bookkeeper who issues checks to landlords, utility companies or paying hotel or motel bills on behalf of a household assisted under this grant.
- ✓ Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.
- ✓ General liability insurance and automobile insurance.
- ✓ Other costs as approved in advance by Commerce.

### **4.2.2 Support Services**

Support services funding is the provision of goods or payments of expenses that directly help a participant to move towards independence and self-sufficiency. Support services

must be noted in the participant's safety and independent living plan. Support services payments must be paid directly to a third party on behalf of the participant.

- ✓ Participants are eligible for support services funding up to \$1,500 per participant.

Support services funding could be for items such as:

- ✓ Expenses associated with obtaining or maintaining employment including but not limited to things such as interview clothing, work uniforms or shoes, licensing or certification costs required for employment, costs associated with obtaining a state ID, bus passes for transportation, haircuts, or other related costs that contribute to employment.
- ✓ Expenses associated with enrolling in and attending school, excluding tuition, including but not limited things such as admission application fees, placement tests, GED test, school ID's, school supplies (i.e. backpacks, pens, paper, etc.), bus passes, student activities fees, etc. For young adults still enrolled in public K-12 schools, Grantees should consult with homeless liaisons when possible prior to administering support services for education.
- ✓ Items necessary for health or safety to address an emergent need including but not limited to things such as clothing, hygiene supplies, first aid supplies, baby formula, diapers, medical prescriptions, toiletries, cleaning supplies, etc.
- ✓ Costs of travel to permanent housing, when permanent housing has been identified as part of the Participant-Driven Safety and Independent Living Plan.

#### **4.2.2.1 Ineligible Expenses**

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

### **4.3 Eligible Rent Assistance Costs**

#### **4.3.1 General Guidelines**

- ✓ Rent subsidies must be made directly to landlords on behalf of eligible participants.
- ✓ When a participant resides with other persons (except a spouse/registered domestic partner and/or a dependent) in a single unit, the combined rent paid by the participant and program must not exceed a prorated share of the total rent. For example: A unit rents for \$900 per month and there are three persons sharing the unit. Only one of the tenants is participating in the YAHP. The combined rent to be paid by the program and participant must not exceed \$300 or 1/3 of the total

rent.

- ✓ Grantees may opt to pay the full rent cost for a participant even if the participant is able to pay their portion under the following circumstances:
    - The participant is enrolled in an educational or vocational training program that can be shown to be directly beneficial to self-sufficiency.
    - The Grantee uses a graduated subsidy model that begins with full subsidy.
- Grantees must establish policies/procedures regarding eligibility for the full subsidy option.
- ✓ If a participant receives an educational scholarship that specifically itemizes funds for housing costs, that funding should first cover the participant's portion of rent (if applicable), and the remainder shall be used to reduce the rent subsidy paid by the Grantee.
  - ✓ Initial move-in costs may be paid for participants entering the program. Move-in costs for any subsequent moves are allowable if the move is critical to a participant's health and safety.

#### 4.3.2 Rent Costs

- ✓ Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
- ✓ Rental arrears for up to three months. Rental arrears may be paid if the payment enables the participant to remain in the housing unit for which the arrears are being paid or move to another unit.

In cases where an eviction cannot be prevented, rental arrears can still be paid if it satisfies the grievance with the evicting landlord and thereby allows the participant to obtain different housing.

- ✓ Lot rent for RV or manufactured home (structure must meet rent assistance guidelines including necessary housing certification/inspection and lead-based paint assessment).
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Guarantees to landlords (i.e., damage deposits, additional security deposits, etc.). When deposits are refunded, Grantees have discretion to recover the deposits (in

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3 Payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the participant file):

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

which case they must be treated as program income) or allow the participant to keep the deposits.

- ✓ Security deposits. When deposits are refunded, Grantees have discretion to recover the deposits (in which case they must be treated as program income) or allow the participant to keep the deposits.
- ✓ The cost of a motel room, at a reduced rate, may be allowable only as a last resort while the participant is securing housing.

#### **4.3.3 Other Housing Costs**

- ✓ Utility payments made directly to utility companies on behalf of eligible participants.
- ✓ Utility deposits: When deposits are refunded, Grantees have discretion to recover the deposits (in which case they must be treated as program income) or allow the participant to keep the deposits.
- ✓ Utility arrears for up to three months. Utility arrears may be paid if the payment enables the participant to remain in the housing unit for which the arrears are being paid or move to another unit.

In cases where an eviction cannot be prevented, utility arrears can still be paid if it allows the participant to obtain different housing and maintain an agreeable relationship with the utility company.

- ✓ Application fees, background and credit check fees for rental housing.
- ✓ At program exit, IYHP rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with subsidized housing (where a household's rent is adjusted based on income), including project- or tenant-based housing. In this context tax credit units are not considered subsidized housing.
- ✓ Reasonable storage costs.
- ✓ Reasonable moving costs such as truck rental and hiring a moving company.
- ✓ Pet deposits. Note: It is an unfair practice for a landlord to charge a tenant with a disability using a dog guide or service animal a pet deposit in addition to any standard cleaning or damage deposit charged to all tenants. (WAC 162-38-100).
- ✓ Other costs as approved by Commerce.

#### **4.3.4 Ineligible Rent Costs**

- ✓ Renter's insurance.
- ✓ Furniture.
- ✓ Cable, satellite or internet deposits or services.
- ✓ Mortgage assistance.

## **4.4 Rent Subsidy Model Options**

### **4.4.1 Graduated Subsidy Model**

In this approach, the subsidy declines in steps based on a fixed timeline until the participant assumes full responsibility for monthly housing costs. The model can be implemented in several ways; 1) the participant's responsibility for housing costs is based on a percentage of total rent and utilities costs rather than a percentage of income. As the participant's rent share increases, the Grantee's subsidy decreases; or 2) the Grantee pays a set subsidy amount that decreases according to a specific schedule thereby gradually increasing the participant's rent share.

A rent schedule must be provided to each participant at enrollment and regularly discussed with their case manager so the participant can prepare for each rent increase.

It is expected some participants may have problems paying their portion of the rent due to loss of income or illness. Grantees must ensure policies and procedures are in place to adjust rent schedules. Policies should also address participant responsibility for payment of utilities including when actual costs are greater than the allowance.

### **4.4.2 Total Tenant Payment (TTP)**

The participant's share of housing costs (Total Tenant Payment or TTP) is calculated on a participant's adjusted income. (See Appendix D – Calculating Adjusted Income for information on how to calculate adjusted income.) The subsidy is the difference between the participant's share of housing costs and the approved gross rent for the units.

Gross rent includes the contract rent and the applicable utility allowance. (See Appendix E – Calculating Assistance Amounts for information on how to calculate assistance amounts.) Each participant file should contain the *Adjusted Income-TTP Calculation Form*. In addition, use the *Income Calculation Form* when a participant has assets and include this form in their file.

Upon entering the program, Grantees set the TTP at a percentage of a participant's adjusted monthly income. Grantees have the flexibility to adjust the TTP. For example, initially the participant's share may be 10 percent of their adjusted monthly income and as they make progress toward housing their self-sufficiency, the TTP can gradually increase based on semi-annual income assessments. If a participant's income shows an increase at the time of assessment, rent share should be adjusted upward accordingly.

If a participant's income decreases at any time during the year, their rent share must be adjusted. Grantee rent share policies should address participant responsibility for payment of utilities including when actual costs are greater than the allowance.

#### **4.5 Rent Limits**

Grantees must set an appropriate rent limit for their jurisdictions using a percentage of [HUD's Fair Market Rent \(FMR\)](#), and describe it in the local program policies and procedures. Published HUD FMR values include rent and utility costs. The established rent limit must include both rent and utilities and be based on documented evidence of area rents, such as newspaper advertisements, real estate listings, or rent surveys. If an established rent limit exceeds 120% FMR, Grantees must submit a written explanation to Commerce for approval explaining the rationale for the limit.

- ✓ Rent limit must be used consistently for all subsidized units.
- ✓ Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local housing authority.
- ✓ Grantees must establish policies regarding the circumstances under which exceptions may be made to the rent limit standards. Case by case exceptions must be clearly documented in the participant file.

#### **4.6 Rental Agreements**

Participant files must contain one of the following types of agreements if rent assistance is paid on their behalf. The length of the agreement must be a minimum of six months except when a shorter term is necessary to secure housing for the participant or there are fewer than six months left in the grant period.

##### **4.6.1 Lease**

At a minimum, the lease or rent agreement between the Grantee and the landlord or the household and the landlord must contain the following:

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

#### **4.6.2 Certification of Payment Obligation**

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

#### **4.6.3 Interested Landlord List**

Grantees must ensure participants who are offered rental assistance receive the interested landlord list for their county or know how to access the information electronically. The list is maintained by lead organizations in each county, and contact information is available [here](#).

#### **4.6.4 Washington Residential Landlord-Tenant Law**

Participants must be made aware of the Washington Residential Landlord-Tenant Act (RCW 59.18), and be provided education on tenant rights and responsibilities. Grantees may refer participants to local “ready to rent” programs or provide such classes themselves. For more information on this law visit Washington Law Help, housing page, tenant rights at [www.washingtonlawhelp.com](http://www.washingtonlawhelp.com).

#### **4.7 Absence from Unit**

Grantees may opt to hold a housing unit up to 30 days in cases where a participant goes missing and/or fails to pay rent on time. If, after 30 days from the rent due date, the participant has not made contact with the Grantee, the participant forfeits his/her place in the program, and is terminated.

#### **4.7.1 Absence from Leased Unit**

If a participant is required to be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days, inpatient rehab, etc.), Grantees may pay the participant’s rent for up to 60 days and charge the program for eligible costs. Extensions beyond the 60-day limit must be fully explained, documented in the participant file, and reviewed regularly by the Grantee. While a participant is temporarily absent, he or she may continue to receive services.

#### **4.7.2 Absence from Transitional Housing Unit**

If a participant is required to be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days, inpatient rehab, etc.), Grantees may leave the participant’s unit/bedroom unoccupied for up to 60 days and charge the program for eligible costs. Extensions beyond the 60-day limit must be fully explained, documented in the participant file, and reviewed regularly by the Grantee. While a participant is

temporarily absent, he or she may continue to receive services.

#### **4.8 Portability**

- ✓ Program participants may not transfer their rent assistance to areas outside of the Grantee's jurisdiction.

#### **4.9 Facility Support**

##### **4.9.1 Lease Payments<sup>4</sup>**

- ✓ Lease or rent payment on a building used to provide transitional housing.
- ✓ Move-in costs for permanent housing including: rent, security deposits, and first month's rent

##### **4.9.2 Building-Related Costs**

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal).
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services).
- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- ✓ On-site and off-site management costs related to the building.
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting.
- ✓ Move-in costs for permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing.
- ✓ Other expenses as approved by Commerce.

##### **4.9.3 Ineligible Expenses**

- ✓ Replacement or operating reserves.
- ✓ Debt service.

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<sup>4</sup> Payments made to for-profit entities must have the following documentation of ownership status on file (does not necessarily have to be in the participant file):

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

- ✓ Construction or rehabilitation of shelter facilities.
- ✓ YAHP facility support in combination with YAHP funded rent and rent/utility assistance.
- ✓ Mortgage payment for the facility.
- ✓ Cable television service

#### 4.9.4 Maintenance Activities vs. Building Rehabilitation

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

Building rehabilitation and capital improvements typically include those items that are done building-wide or affect a large portion of the property such as roof replacement, exterior/interior common area painting, major repairs of building components, etc.

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building (see examples in table below.) Maintenance activities should fix, but not make improvements that would add value to the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include but are not limited to kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include the installment or replacement of systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

ALLOWABLE EXPENSES		
Cleaning Activities	Protective or Preventative Measures to Keep a Building, its Systems, and its Grounds in Working Order	Replacing Existing Appliances or Objects That Have Broken or are Clearly Past Their Useful Life, are Not Fixtures or Part of the Building (See above for definition of "fixtures.")
<ul style="list-style-type: none"> <li>• Cleaning gutters and downspouts</li> <li>• Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs)</li> </ul>	<ul style="list-style-type: none"> <li>• Fixing gutters</li> <li>• Mending cracked plaster</li> <li>• Patching roof</li> <li>• Caulking, weather stripping, re-glazing.</li> <li>• Replacing a broken window or screen</li> <li>• Reapplication of protective coatings</li> </ul>	Replacing: <ul style="list-style-type: none"> <li>• Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators)</li> </ul>

<ul style="list-style-type: none"> <li>• Cleaning a portion of interior or exterior of building, including graffiti removal</li> <li>• Washing windows</li> <li>• Litter pick up and trash collection</li> <li>• Removing snow/ice</li> <li>• Unclogging sinks and toilets</li> </ul>	<ul style="list-style-type: none"> <li>• Fixing plumbing leaks</li> <li>• Repainting previously painted surface (including limited scraping)*</li> <li>• Waterproofing (sealant)</li> <li>• Servicing and maintenance of mechanical systems</li> <li>• Replacing a carpet square or patching carpet</li> <li>• Fixing alarm systems</li> <li>• Installing temporary fencing</li> </ul>	<ul style="list-style-type: none"> <li>• Light bulbs</li> <li>• Washing and drying machines</li> <li>• Air filters</li> <li>• Furniture</li> </ul>
<p>* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).</p>		

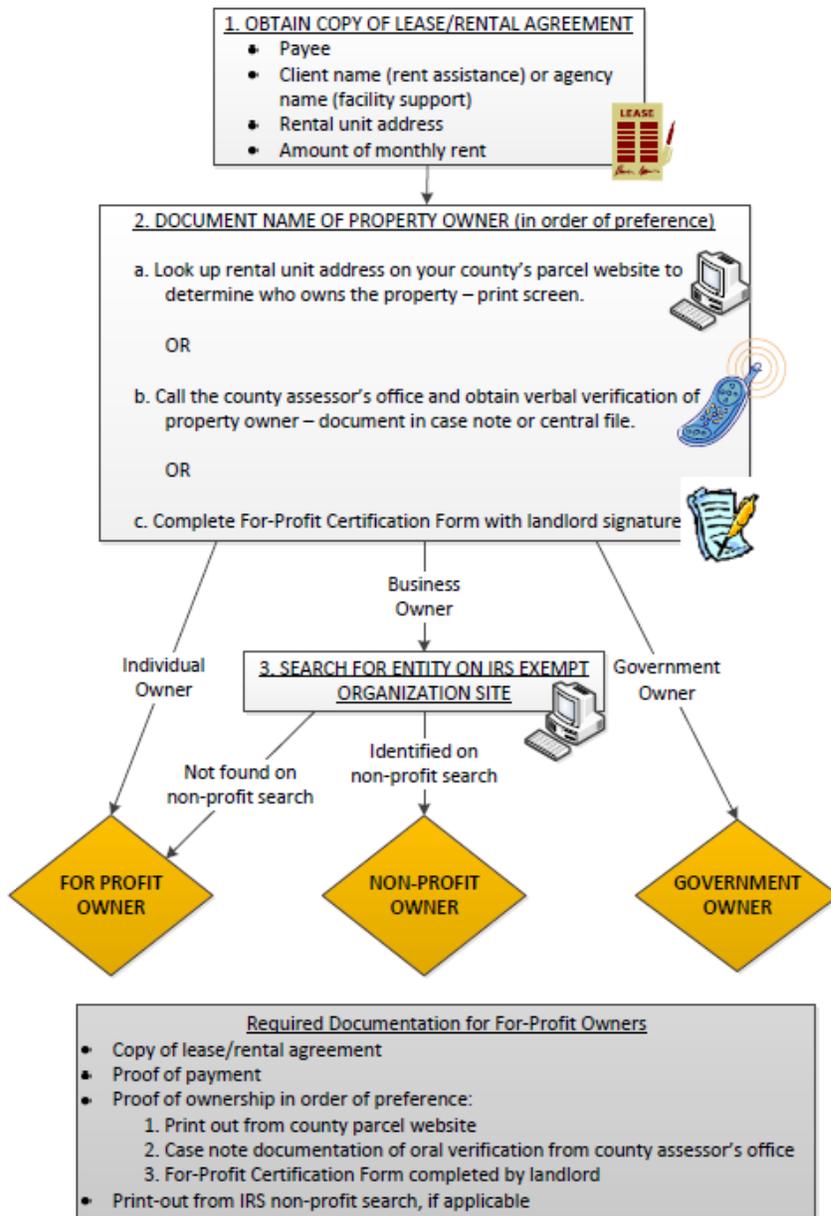
## 5 Appendices

### 5.1 Appendix A: Process for Identifying Private, For-Profit Landlords

Notes: *Hotels/motels are exempt from the documentation requirement.*

*Government owners include city, county, or state government, tribes/tribal governments, housing authorities.*

*Owners of tax credit properties and LLCs may be for-profit owners. Follow the procedure to determine the correct status.*



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

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

**5.2 Appendix B: Documentation of Housing Status**

Category	Living Situation	Types of Documentation
<p style="text-align: center;">Category 1 Literal Homelessness</p>	<ul style="list-style-type: none"> <li>✓ Shelter including emergency shelter, transitional housing, or hotel or motel paid by government or charity</li> <li>✓ Street or other place not meant for human habitation (ex. car, garage, park, abandoned building)</li> <li>✓ An institution (ex. jail, hospital, juvenile detention) that the youth is exiting and where youth was resident for 90 days or less AND the youth resided in emergency shelter or place not meant for human habitation immediately prior to entering that institution</li> </ul>	<ul style="list-style-type: none"> <li>✓ Third party documentation, such as:               <ul style="list-style-type: none"> <li>• HMIS or victim services provider database printed record</li> <li>• Written statement by housing or services provider such as homeless liaison, street outreach worker, or shelter provider, or</li> </ul> </li> <li>✓ Intake worker direct observation recorded in the file, or</li> <li>✓ Certification of homelessness by youth AND documentation of intake worker’s attempts to verify information, or</li> <li>✓ (If exiting institution) Discharge paperwork or a written or oral statement from staff of the institution with beginning and end dates of the time the youth spent in the institution OR certification by youth that they exited institution AND documentation of intake worker’s <b>attempts</b> to verify information. Also documentation of shelter or place not meant for human habitation prior to entering institution.</li> </ul>
<p style="text-align: center;">Category 2 Imminent Risk of Homelessness</p>	<ul style="list-style-type: none"> <li>✓ In own housing, but being evicted within 14 days</li> <li>✓ A hotel or motel paid for by the youth, family or friends where the youth cannot stay for more than 14 days (often due to lack of ability to continue paying)</li> <li>✓ With family or friends and being asked to leave within 14 days</li> </ul> <p style="margin-left: 40px;">Additionally, the youth must have no safe alternative housing, resources or support networks to maintain or obtain permanent housing.</p>	<p style="text-align: center;">Documentation that youth will lose their housing within 14 days:</p> <ul style="list-style-type: none"> <li>✓ Notice of eviction or equivalent legal document, or</li> <li>✓ Proof of inability to continue to pay for hotel or motel, or</li> <li>✓ Statement by youth that they cannot continue to stay at the place they have been AND written or oral verification from owner or renter of housing obtained by intake worker OR documentation of intake worker’s <b>attempts</b> to verify information; and</li> </ul> <p style="text-align: center;">Documentation that the youth has no safe alternative housing, no financial or other resources, and no family or other support networks. Youth can self-certify this.</p>

<p style="text-align: center;">Category 3 Homelessness Under Other Federal Statutes</p>	<p>Youth who do not qualify as homeless under the other 3 Categories but who:</p> <ul style="list-style-type: none"> <li>✓ Are homeless under other federal statutes including the Runaway &amp; Homeless Youth Act</li> <li>✓ Have not had their own place with a lease, ownership interest or occupancy agreement in the last 60 days</li> <li>✓ Have moved two or more times in the last 60 days</li> <li>✓ Can be expected to have continued housing instability because of a disability, substance use addiction, history of domestic violence or child abuse, or two or more barriers to employment</li> </ul>	<ul style="list-style-type: none"> <li>✓ Certification of homeless status by the non-profit, or state or local government entity, responsible for administering homeless assistance under other federal statutes, and</li> <li>✓ Certification by the youth that they have not had a lease or other agreement for housing in the last 60 days with written documentation (e.g., from an outreach worker or homeless liaison) OR documentation of intake worker's <b>attempts</b> to verify information, and</li> <li>✓ Certification by the youth that they have had two or more moves in the last 60 days with written documentation OR documentation of intake worker's attempts to verify information, and</li> <li>✓ Documentation of special needs (e.g., copy of SSI check, third party verification, direct observation) or at least two barriers to employment</li> </ul>
<p style="text-align: center;">Category 4 Fleeing Domestic Violence</p>	<ul style="list-style-type: none"> <li>✓ Youth fleeing or attempting to flee their housing or the place they are staying because of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including: <ul style="list-style-type: none"> <li>• Trading sex for housing</li> <li>• Trafficking</li> <li>• Physical abuse</li> <li>• Violence (or perceived threat of violence) because of the youth's sexual orientation</li> </ul> </li> </ul> <p>Additionally, the youth must have no safe, alternative housing, resources or support networks to maintain or obtain permanent housing.</p>	<p>For providers that are not victim service providers:</p> <ul style="list-style-type: none"> <li>✓ Statement by youth that they are fleeing because of domestic or other violence AND</li> <li>✓ <u>If the safety of the youth is not jeopardized</u>, verification of the statement through written observation by the intake worker or staff at other organizations including law enforcement, housing or service provider, social worker, homeless liaison or legal assistance provider youth has sought assistance from OR <u>documentation of intake worker's <b>attempts to verify information and certification of the statement by the youth or intake worker</b></u></li> </ul> <p>For victim service providers:</p> <ul style="list-style-type: none"> <li>✓ Statement by youth that they are fleeing domestic or other violence AND</li> <li>✓ Certification of the statement by the youth or intake worker</li> </ul> <p>All providers must obtain a youth's self-certification that the youth has no safe alternative housing, no financial or other resources, and no family or other support networks. The intake worker should obtain any available documentation or statements supporting the youth's certification.</p>

<p>At Risk of Homelessness</p>	<ul style="list-style-type: none"> <li>✓ Does not have sufficient resources or support networks to prevent them from entering a shelter or place described in Category 1 AND</li> <li>✓ Meets one of the following: <ul style="list-style-type: none"> <li>• Has moved because of economic reasons two or more times during the last 60 days</li> <li>• Is living with someone else because of economic hardship</li> <li>• Will lose their current housing in 21 days</li> <li>• Lives in a hotel or motel not paid for by a charitable organization or government</li> <li>• Lives in a single-room occupancy or efficiency apartment in which there resides more than two people or in a larger housing unit in which there resides more than 1.5 persons per room</li> <li>• Is exiting a publicly funded institution or system of care</li> <li>• Otherwise lives in housing that has characteristics associated with instability and increased risk of homelessness OR</li> </ul> </li> <li>✓ Youth qualifies as homeless under statutes not described in Category 3.</li> </ul>	<p>Documentation that the youth has no safe alternative housing, no financial or other resources, and no family or other support networks. Youth can self-certify this. AND</p> <ul style="list-style-type: none"> <li>✓ Certification by the youth that they have moved for economic reasons two or more time in the last 60 days with written documentation OR documentation of intake worker’s <b>attempts</b> to verify information</li> <li>✓ Certification by the youth that they are living with someone else because of economic hardship with written documentation OR documentation of intake worker’s <b>attempts</b> to verify information</li> <li>✓ Notice of eviction or equivalent legal document, or statement by youth that they cannot continue to stay at the place they have been AND written or oral verification from owner or renter of housing obtained by intake worker OR documentation of intake worker’s <b>attempts</b> to verify information</li> <li>✓ Proof of youth’s loss of support for or inability to continue to pay for hotel or motel</li> <li>✓ Certification by youth of the number of people residing in their current housing AND written or oral verification from owner or renter of the type of housing/number of rooms obtained by intake worker OR documentation of intake worker’s <b>attempts</b> to verify information</li> <li>✓ (If exiting institution) Discharge paperwork or a written or oral statement from staff of the institution with beginning and end dates of the time the youth spent in the institution OR certification by youth that they exited institution AND documentation of intake worker’s <b>attempts</b> to verify information.</li> <li>✓ Statement by youth about the characteristics of their housing that make it unstable and increases their risk of homelessness OR documentation of intake worker’s <b>attempts</b> to verify information.</li> </ul>
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### 5.3 Appendix C: Types of Income to Count

Annual income is made up of the types of household income that are:

- ✓ included in the definition ("inclusions"), and
- ✓ excluded from the definition ("exclusions").

#### Income Inclusions

General Category	Amounts Anticipated to be Received During the Coming 12-months
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, commissions, fees, tips and other compensation for personal services (except as provided in number 1 of Income Exclusions).
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
3. Interest , Dividend Income & Income from Assets	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability

	or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 4 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in numbers 2 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program (45 CFR 260.31) are included in annual income.
7. Periodic and Determinable Allowances & Gift Income	Periodic and determinable allowances, such as ongoing inheritance payments, alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 9 of Income Exclusions).
9. Student Financial Aid	The amount of student financial assistance above the costs of tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) may be counted if its inclusion is not a liability to the youth. (See number 3 of Income Exclusions).

**Income Exclusions**

General Category	Description
1. Employment of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in #5, Income Inclusions).

4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Student Financial Aid	The amount of student financial assistance for tuition, fees, books, and equipment required for classes. Any portion of ETV (Education and Training Voucher) that if included would create a liability to the youth. (See #9, Income Inclusions.) Student loans.
7. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>a. Amounts received under training programs funded by HUD.</li> <li>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Grantee, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Grantee’s governing board. No resident may receive more than one such stipend during the same period of time.</li> <li>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during</li> </ul>

	which the family member participates in the employment training program.
9. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims files under the laws of that government by persons who were persecuted during the Nazi era.
12. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child;
13. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Refunds & Rebates	Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
8. Home Care Assistance	Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
13. Other Federal Exclusions	<p>Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply:</p> <ul style="list-style-type: none"> <li>a. The value of the allotment made under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).</li> <li>b. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058).</li> <li>c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)).</li> <li>d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).</li> </ul>

- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42.U.S.C. 8624(f)).
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6).
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 W.S.C. 1407). This exclusion does not include proceeds of gaming operations regulated by the Commission.
- h. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g).
- i. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
- j. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721).
- k. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C.9858q).
- l. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.
- m. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433).
- n. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- o. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).

- p. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c)).
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
- r. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special supplemental food Program for Women, Infants, and Children (WIC).
- s. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)).
- t. Payments from any deferred Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289).
- u. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation.
- v. A lump sum of a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the claims Resolution Act of 2010 (Pub. L. 111-291). This exclusion will apply for one year from the time that payment is received.
- w. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4)).
- x. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117(a)).

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|  | <p>y. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended). Comparable disaster assistance provided by States, local governments, and disaster assistance organizations.</p> |
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### **Treatment of Assets: What to Include**

In general terms, an asset is cash or no cash item that can be converted to cash.

Note that when assets are included in the calculation of annual income, it is the income earned from the asset - not the value of the asset - that is counted.

### **Asset Inclusions**

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

### **Asset Exclusions**

1. Necessary personal property, except as noted in number 8 of asset Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

## 5.4 Appendix D: Benefits Verification System Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, 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.
  
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.

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or

	Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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:
6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.
7. **Data shared with Subcontractors.** If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

## 5.5 Appendix E: Calculating Adjusted Income

Adjusted income is used to determine total tenant payment (TTP), which is a measure of a household's ability to pay housing costs. It is derived by subtracting any of four deductions (or allowances) that apply to the household from the household's annual (gross) income.

### Allowable Deductions

Disabled Household Deduction: A household that meets the disabled definition is entitled to a deduction of \$400 per household. A disabled household is one in which the head, spouse/registered domestic partner, or sole member is a person with disabilities.

Dependent Deduction: Deduct \$480 from annual income for each dependent child in the household.

Child Care Expenses Deduction: Deduct reasonable childcare expenses (anticipated to be incurred during the coming year) for the care of a child age 12 or under if the childcare (1) enables the participant to seek or become employed, or further his/her education; and (2) expenses are not reimbursed.

Medical Expenses Deduction: Deduct medical expenses (anticipated to be incurred during the coming year and are not covered by insurance) that are in excess of three percent of annual income. Medical expenses can include such items as:

- ✓ Services of a physician or other health care professional.
- ✓ Services of a hospital or other health care facility.
- ✓ Medical insurance premiums.
- ✓ Prescription and nonprescription medicines.
- ✓ Dental expenses.
- ✓ Eyeglasses and eye examinations.
- ✓ Medical or health products or apparatus (e.g., hearing aids or batteries).
- ✓ Live-in or periodic medical care assistance (e.g., visiting nurses or care attendants).
- ✓ Periodic payments on accumulated medical bills.

The medical expenses allowance is the amount by which total medical expenses exceed three percent of annual income.

For example, a youth has an anticipated annual income of \$10,000 and anticipated medical expenses of \$3,000 (not covered by insurance). The calculation for the medical expense deduction would be:

Total medical expenses	\$3,000
------------------------	---------

Less 3% of annual income                    300  
Medical expense deduction    \$2,700

Other Deductions as Approved by Commerce

## **5.6 Appendix F: Calculating Assistance Amounts [Total Tenant Payment (TTP)]**

Establish a rent standard (by bedroom size) for the service area. It may not exceed locally established rent standards for the area, or up to 120 percent of the Fair Market Rents (FMRs) established by HUD. Follow the appropriate steps outlined below.

### **Steps to Follow When Grantee Pays for Utilities**

1. Determine 30 percent of the youth's monthly adjusted income. (Note: Grantees may set a lower rate but may not exceed 30 percent). This represents the Total Tenant Payment (TTP) that will go towards paying rent.
2. Identify the contract rent to landlord.
3. Allow for the cost of utilities.
4. Determine the gross rent for the unit (the sum of the contract rent and utilities). Check to make sure this does not exceed maximum limits allowed.
5. Grantee is responsible for paying the difference between the contract rent (#2 above) and the TTP, directly to the landlord.

### **Steps to Follow When Youth Pays for Utilities**

1. Determine 30 percent of the youth's monthly adjusted income. (Note: Grantees may set a lower rate but may not exceed 30 percent). This represents the Total Tenant Payment (TTP) that will go towards paying rent and utilities (that are the tenant's responsibility).
2. Identify the contract rent to landlord.
3. Allow for a utility allowance when the youth will be paying utilities directly to the utility company instead of the Grantee making payments on behalf of the youth.
4. Determine the gross rent for the unit (the sum of the contract rent and the utility allowance). Check to make sure this does not exceed maximum limits allowed.
5. If the youth's share of the housing cost (TTP) is less than the utility allowance, then the youth will not pay anything towards rent. The youth, responsible for paying for utilities, will need utility assistance from the Grantee in addition to having his/her rent paid by the program. The Grantee is responsible for paying the utility company an amount equal to the difference between the utility allowance and the TTP.

Grantee is responsible for paying the contract rent (#2 above) directly to the landlord.

## 5.7 Appendix G: Guide to Compliance with Lead Based Paint Inspection Requirements

Childhood lead poisoning is a major environmental health problem in the United States, especially for low-income families in poor living conditions. If not detected early, children with high levels of lead in their bodies can suffer from damage to the brain and nervous system, behavioral and learning problems (such as hyperactivity), slowed growth, hearing problems, and headaches. To prevent lead-poisoning in young children, Lead/Subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

### Disclosure Requirements

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

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

Both the disclosure form and pamphlet are available at:

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

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

### Determining the Age of the Unit

Lead/Subgrantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. In most areas, these records are available online. If you are uncertain where to find this information, a quick internet search should help you locate the data you need. In the search field, try combining your county name with one of the following phrases:

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

Remember to print out a copy of the screenshot for the case file. If you have trouble finding this information online, contact your local Office of Tax and Revenue for

assistance. If not available online, the information is public and can be requested from the local authorities. (Note, the taxing authority and the assessment entity may be separate governmental entities and office names vary by locality).

### **Conducting a Visual Assessment**

Visual assessments are only triggered under certain circumstances:

- ✓ The leased property was constructed before 1978;

*AND*

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

A visual assessment must be conducted prior to providing CHG rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Visual assessments must be conducted by a HUD-Certified Visual Assessor. It is important to note that a HUD-Certified Visual Assessor is not equivalent to a Certified Clearance Examiner. Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

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

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

### **Locating a Certified Lead Professional and Further Training**

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at

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

Lead based paint training providers can be found at

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

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at <http://www.epa.gov/lead/pubs/nlic.htm> or 1-800-424-LEAD to speak with an information specialist.

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

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/healthy\\_homes/enforcement/lshr](http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr).

**Agency Partner Agreement**

Washington State HMIS

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.

\_\_\_\_\_, (“Agency”) has elected to participate in HMIS.

Agency and the Department of Commerce agree as follows:

**1. General Understandings:**

- a. In this Agreement, the following terms will have the following meanings:
  - (i) “Client” refers to a consumer of services;
  - (ii) “Partner Agency” refers generally to any Agency participating in HMIS.
  - (iii) “Agency staff” refers to both paid employees and volunteers.
  - (iv) “HMIS” refers to the HMIS system administered by Commerce.
  - (v) “Enter(ing)” or “entry” refers to the entry of any Client information into HMIS.
  - (vi) “Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency.
  - (vii) “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.
  - (viii) “Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.

- (ix) “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.
- b. 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.
- c. 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.

**2. Confidentiality:**

- a. Agency will not:
  - (i) enter information into HMIS which it is not authorized to enter; and
  - (ii) 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.
- b. Agency represents that: **(check applicable items)**
  - (i)  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>
  - (ii)  it is;  is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
  - (iii) 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.
  - (iv) 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.
- c. 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.

- d. 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.
- e. 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.

**3. Information Collection, Release and Sharing Consent:**

- a. **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.
- b. **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.
  - (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.
  - (v) 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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:

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

- e. **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).
- f. **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.
- g. **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.

## 8. Information Entry Standards:

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

- b. 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.
- c. Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- d. Agency will enter all data for a particular month into HMIS database by the 5<sup>th</sup> business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.
- e. Agency will not alter or over-write information entered by another Agency.

**9. Use of HMIS:**

- a. 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.
- b. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- c. Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.
- d. Agency will use HMIS database for legitimate business purposes only.
- e. 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.
- f. Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

**10. Proprietary Rights of the HMIS:**

- a. 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.
- b. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Additional Terms and Conditions:**

- a. Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.
- b. 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.
- c. Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

Signed,

<hr/> <b>Executive Director Signature</b>	<hr/> Print Executive Director Name	<hr/> <b>Date</b>	
<hr/> Agency Name			
<hr/> Street Address	<hr/> City	<hr/> State	<hr/> Zip Code
<hr/> Mailing Address ( <i>Leave Blank If Same As Above</i> )	<hr/> City	<hr/> State	<hr/> Zip Code
<hr/> <b>Diane Klontz, Assistant Director</b>			<hr/> <b>Date</b>
<b>Community Services and Housing Division</b>			