



# **Guidelines**

FOR

## **HOME Tenant Based Rental Assistance (TBRA)**

**Updated**  
**September 1, 2022**

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## **1 Contract Basics**

### **1.1 Overview**

The HOME Tenant Based Rental Assistance (TBRA) subrecipient provides rent and utility assistance for people who are homeless or at imminent risk of homelessness. Beginning in January 2019, all referrals for TBRA must come through local homeless [Coordinated Entry](#) systems.

Transitional Housing, Homelessness Prevention, and Rapid Re-Housing projects funded by TBRA must participate in the county or regional Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process.

#### **1.1.1 Purpose Statement**

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

TBRA is a critical resource in the crisis response system.

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

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

Subrecipient must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Subrecipients have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

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

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

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

## **1.2 Authorization**

This program, authorized under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act, established the HOME program. The HOME program is implemented through the United States Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 24, Part 92, of the Code of Federal Regulations ([24 CFR 92](#)).

## **2 Administrative Requirements**

### **2.1 Contract Management**

#### **2.1.1 Changes to Guidelines**

Commerce may revise the guidelines at any time. All subrecipients will be sent revised copies. Updated guidelines are available on the [Washington State Department of Commerce TBRA website](#).

#### **2.1.2 Commerce Monitoring**

Commerce will monitor TBRA subrecipients through data collected in the monthly vouchering process, periodic program reports and on-site and desk monitoring. Subrecipients will also be subject to monitoring and evaluation by HUD.

### **2.2 Reporting Requirements**

#### **2.2.1 Annual Expenditure Report**

TBRA subrecipients must submit a complete and accurate Annual County Expenditure Report to Commerce.

Commerce will annually score Annual County Expenditure Report data quality.

#### **2.2.2 Invoice Report**

TBRA subrecipients are required to submit a general ledger with invoices for the corresponding time period.

### **2.3 HMIS**

TBRA subrecipients must enter client data into the Homeless Management Information System (HMIS). For additional information, visit the Commerce HMIS page: <https://www.commerce.wa.gov/serving-communities/homelessness/hmis/>

The TBRA data entry guide can be found on the Commerce TBRA page: <https://www.commerce.wa.gov/wp-content/uploads/2020/06/hau-tbra-hmis-dataentryguide-06-03-20.pdf>

See Appendix H: Agency Partner HMIS Agreement

## 2.4 Data Elements

### 2.4.1 Data Quality

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

### 2.4.2 Data Completeness

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

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

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

#### Examples of incomplete entries:

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

\*Only measured for consenting clients.

#### Expected completeness measures for project types:

| Expected Completeness Measures |                   |  |                                 |                 |
|--------------------------------|-------------------|--|---------------------------------|-----------------|
| Data Element                   | Emergency Shelter | Night-by-Night/Drop-in Emergency Shelter | All other Housing Project Types | Street Outreach |
| Name*                          | 85%               | 80%                                      | 95%                             | 90%             |
| Date of Birth*                 | 85%               | 80%                                      | 95%                             | 90%             |
| Race*                          | 85%               | 80%                                      | 95%                             | 90%             |

|                               |     |     |      |     |
|-------------------------------|-----|-----|------|-----|
| <b>Ethnicity*</b>             | 85% | 80% | 95%  | 90% |
| <b>Prior Living Situation</b> | 85% | 80% | 100% | 85% |
| <b>Destination</b>            | 80% | 50% | 95%  | 50% |

### 2.4.3 Data Timeliness

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

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

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

### 2.4.4 Data Accuracy

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

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

#### *Examples of data accuracy:*

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

|                                     |   |
|-------------------------------------|---|
| <b>Veteran Status</b>               | Ensure individuals under 18 years of age are not identified as veterans.  |
| <b>Project Population Specifics</b> | <p>Ensure that projects only serving individuals only enroll individuals and not multi-person households.</p> <p>Ensure that projects only serving families with children only enroll families with children.</p> <p>Ensure that projects only serving clients of a specific age range only enroll clients of that age range.</p> |

### 2.4.5 Data Consistency

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

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

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

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

### 2.4.6 Consent for Entry of Personally Identifying Information

#### 2.4.6.1 Identified Records

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

#### 2.4.6.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one or adult member does not provide informed consent for themselves or their dependents.
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Unaccompanied minors (under the age of 13) entering programs independently (without a parent or guardian).
- ✓ Households in programs that are required by funders to report HIV/AIDS status.

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<sup>1</sup> PII includes name, social security number, birthdate, address, phone number, email and photo.

#### **2.4.6.3 Special Circumstances**

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS. If a combination of race, ethnicity, gender or other demographic data could identify a specific person in your community that has refused HMIS consent, that data should not be entered into HMIS.

### **2.5 Fiscal Administration**

#### **2.5.1 Invoicing**

Invoices are due on the 20<sup>th</sup> of the month following the provision of services. Final invoices for a fiscal year may be due sooner than the 20<sup>th</sup>. Failure to submit a monthly invoice within a timely manner may result in delayed or withheld payment.

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

##### **2.5.1.1 Back-up Documentation**

Subrecipients must maintain copies of all reimbursement requests and backup documentation. The Subrecipient must maintain records that disclose all costs allowable for reimbursement.

#### **2.5.2 Budget Revisions**

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. A contract amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the contract total.

### **2.6 Affirmative Marketing and Outreach**

HUD requires in [24 CFR 92.351](#) that TBRA subrecipients take specific actions to provide information and otherwise attract eligible persons in the housing market to available housing without regard to race, color, national origin, sex, religion, familial status or disability.

Subrecipients can ensure this requirement is met by reviewing local Coordinated Entry System policies on marketing and work with their local [Coordinated Entry lead access](#) point to ensure households can gain access to the TBRA subrecipient.

### **2.7 Training**

Subrecipients should identify staff to attend and complete trainings, including those that provide direct services, supervisors of direct service staff, and staff that manage homeless contracts.

The following trainings are strongly recommended at least every three years:

- ✓ Trauma Informed Services
- ✓ Mental health
- ✓ Supporting survivors of domestic violence
- ✓ Local coordinated entry policies and procedures as required by lead Coordinated Entry entity

- ✓ Fair Housing
- ✓ Housing first, rapid re-housing, progressive engagement, and diversion.
- ✓ Racial Equity in Homeless Services
- ✓ LGBTQ+ Competency

Commerce offers the following trainings for free online:

- ✓ Introduction to Rapid Rehousing
- ✓ Progressive Engagement for Programs and Systems
- ✓ Introduction to Housing First
- ✓ Introduction to Problem Solving (Diversion)
- ✓ Landlord Engagement in Rapid Rehousing
- ✓ Working with Survivors of Domestic Violence

These trainings are located here:

<https://www.commerce.wa.gov/serving-communities/homelessness/training/>

In addition, staff are highly encouraged to attend the annual [Washington State Conference on Ending Homelessness](#). Other recommended trainings include, but are not limited to, crisis intervention, professional boundaries and case management; and working with marginalized populations by race, ethnicity, sexual orientation, and/or gender identity, etc.

## **2.8 Additional Administrative Requirements**

### **2.8.1 Ineligible Use of Funds**

Subrecipients must inform Commerce if TBRA funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

### **2.8.2 Personal Identifying Information**

A TBRA household's personal identifying information must never be sent electronically unless sent via a secure file transfer. Request a secure file transfer login credentials from Commerce if records need to be emailed.

### **2.8.3 Grievance Procedure**

Subrecipients must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns
- ✓ Be accessible to all households seeking or receiving services

### **2.8.4 Termination and Denial of Service Policy**

Subrecipients must have a termination and denial of service policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure households are made aware of the grievance procedure

#### **2.8.5 Client File Checklist**

Subrecipients must use a client file checklist to ensure required documents are in each client file. Programs may create their own checklist that includes the components listed in Appendix A: Required Forms, or may use the TBRA Client File Checklist.

#### **2.8.6 Consent to Review Information in the Benefits Verification System**

If applicable, household members must provide informed consent for subrecipients to review confidential information in the Benefits Verification System (BVS) on the [BVS consent form](#). This form must be kept in the client file.

#### **2.8.7 Prohibitions**

- ✓ Subrecipients may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.
- ✓ If a program serves households with children, the program must serve all family compositions.
- ✓ Program must not terminate or deny services to households based on refusal to participate in supportive services. Supportive services may include support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services and social activities.
- ✓ Supportive services do not include housing stability planning or case management.

#### **2.8.8 Nondiscrimination**

As stated in the HOME TBRA Contract General Terms and Conditions Section 9 and Section 22, subrecipients must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

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

Subrecipients must comply with the Federal Fair Housing Act and amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race, color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a

protected class. Local nondiscrimination laws may include additional protected classes.

### 3 Household Eligibility

Eligible households must meet both housing status and income requirements as detailed in the following sections. A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing.

| Housing Status  | AND | Income                                |
|---|-----|---------------------------------------|
| Homeless<br>OR<br>At imminent risk of<br>homelessness |     | At or below 80%<br>area median income |

A household's primary nighttime residence, where they sleep the majority of the time, is used for eligibility determination. Where a household stayed last night is used for determining HMIS project entry.

Subrecipients should not have additional household requirements. Examples include requiring birth certificates, identification cards, and proof of citizenship in order to receive services.

#### 3.1 Housing Status Eligibility

##### 3.1.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below. People in these situations should be entered into the RRH HOME TBRA project in HMIS.

###### 3.1.1.1 Unsheltered Homeless:

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

###### 3.1.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who

resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

### **3.1.2 At Imminent Risk of Homelessness**

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing. People in these situations should be entered into the HP HOME TBRA project in HMIS.

Rent arrears are an ineligible expense. Another fund source must be used to cover this cost.

### **3.1.3 Documentation of Housing Status**

Program staff must verify and document housing status prior to program entry. Eligibility documentation must be current within 30 days of program enrollment. Documentation must be kept in client file.

| Homeless   |  |   |  | At Imminent Risk of Homelessness<br>(losing housing within 14 days)   |   |   |
|--|--|---|--|---|---|---|
| Unsheltered<br>(Place Not Meant<br>for Human<br>Habitation)  | Residing in a<br>Temporary Housing<br>Program  | Exiting a System of<br>Care and Previously<br>Homeless  | Fleeing Domestic<br>Violence, Dating<br>Violence, Sexual<br>Assault, Stalking,<br>etc. | Staying With<br>Friends/Family or Hotel<br>Motel  | Renting   | Exiting a System of<br>Care   |
| Third party<br>verification,<br>including outreach<br>workers, stating<br>their primary<br>nighttime<br>residence.<br><br>OR<br><br>Signed and dated<br>self-declaration by<br>applicant stating<br>their primary<br>nighttime<br>residence. | Letter signed and<br>dated from the<br>provider of the<br>temporary housing.<br><br>OR<br><br>A telephone call to<br>the provider of<br>temporary housing<br>that is documented,<br>signed and dated by<br>the case manager<br>making the call.<br><br>OR<br><br>Current HMIS record<br>from homeless<br>housing project,<br>including dates of<br>stay. | Letter signed and<br>dated by system of<br>care representative<br>including:<br><br>a. Statement<br>verifying<br>current stay of<br>household<br>member(s),<br>and<br>b. Indicate<br>household<br>member(s)<br>have no<br>available<br>housing<br>option after<br>exiting.<br>c. Indicate that<br>household<br>was homeless<br>prior to<br>entering the<br>system of<br>care. | Signed and dated<br>self-declaration by<br>applicant.                                  | Letter signed and dated<br>from the provider of the<br>temporary residence.<br>Letter must include:<br><br>a. Statement verifying<br>the applicant's<br>current living<br>situation, and<br>b. Date when the<br>household must<br>vacate the<br>temporary housing.<br><br>OR<br><br>Certification of Payment<br>Obligation and Potential<br>Eviction from<br>Friend/Family form.<br><br>OR<br><br>A telephone call to the<br>provider of temporary<br>housing that is<br>documented, signed and<br>dated by the case<br>manager making the call.<br><br>OR<br><br>Self-declaration signed<br>and dated by applicant<br>stating where they are<br>residing. <u>Self-declaration<br/>of housing status should<br/>be used very rarely and<br/>only when written third-<br/>party verification cannot<br/>be obtained.</u> | Copy of lease<br>naming household<br>member as<br>leaseholder or<br>other written<br>occupancy<br>agreement<br>identifying them as<br>legal tenant of unit.<br><br><b>AND</b><br><br>Written and signed<br>notice from the<br>landlord that<br>includes the date<br>when the<br>household must<br>vacate within 14<br>days. | Letter signed and<br>dated by system of<br>care representative<br>including:<br><br>a. Statement<br>verifying current<br>stay of<br>household<br>member(s), and<br>b. Indicate<br>household<br>member(s) have<br>no available<br>housing option<br>after exiting. |

### 3.2 Income Eligibility

The combined household income must not exceed 80 percent of area median gross income as defined by HUD. HOME income limits are based on Area Median Income (AMI) which can be located for each county at [FY 2022 Income Limits Documentation System -- Summary for Washington \(huduser.gov\)](#). Subrecipients must use the annual Income definition per [24.CFR 5.609](#) and ensure all income inclusions and exclusions are applied. Households with incomes at or below 50% of area median gross income must be prioritized.

#### 3.2.1 Documentation of Income Eligibility

Subrecipients must verify and document two months of income eligibility within 30 days of program enrollment through source documentation evidencing annual income. The household is considered enrolled when determined income eligible. Subrecipients are not required to re-

examine the family's income at the time the TBRA assistance begins, unless more than 6 months has elapsed since income eligibility was confirmed.

Procedures must be in place ensuring income projections are consistent for all applicants. This procedure must reflect how annual adjusted gross income will be calculated for households with varying income types such as those listed below.

Examples of acceptable source documents include, but are not limited to, wage statements, interest statements, unemployment compensation statements and third party written verification directly from the information source; for example, employer, DSHS Benefits Verification System, and Employment Security.

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

To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

### **3.3 Eligibility Recertification**

Annual eligibility recertification verifying household size, composition and income is required.

If at recertification, a participating household's income exceeds the HUD Income Limit, the household's TBRA assistance must end. The re-examination process should begin 60-90 days in advance of annual recertification to assure that adequate notice is given to both the landlord and household of changes in the household's eligibility or share of the rent.

Annual recertification must include an assessment of housing stability. Households that declare that they are self-sufficient should be exited from the HOME TBRA program.

A subrecipient may exclude from annual income certain increases in the income of a disabled member of households that receive TBRA assistance in order to further their economic self-sufficiency. These include annual income increases that result from:

- ✓ The employment of a household member who is a person with disabilities and who was previously unemployed for one or more years prior to employment.
- ✓ Increased earnings by a household member who is a person with disabilities during participation in any economic self-sufficiency or other job training program.
- ✓ New employment or increased earnings of a household member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families, as determined by

the subrecipient in consultation with the local agencies administering temporary assistance for TANF and Welfare-to-Work programs. The TANF program is limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.

These exclusions from income are of limited duration. The full amount of the increase is excluded for the cumulative twelve-month period beginning on the date the disabled family household member is first employed or the household first experiences an increase in annual income attributable to employment. During the second cumulative twelve-month period, the subrecipient is required to exclude from annual income fifty percent of any increase in income. The disallowance of increased income of an individual household member who is a person with disabilities is limited to a lifetime 48-month period.

If a subrecipient is informed the household's income has changed between annual reexaminations, subrecipients must conduct interim redeterminations of income. Only annual redeterminations are required.

#### **4 Eligible Activities and Costs**

HUD requires that subrecipients must have written procedures in place to ensure all costs paid with contract funds are for eligible activities and costs. Refer to guidelines 2.8.7 Prohibitions and 4.6 Ineligible Activities.

##### **4.1 Administration**

Allowable administrative costs include planning, management, oversight and coordination of the TBRA program, including staffing expenses ([24 CFR 92.207](#)). Up to 10 percent of the total funds may be allocated to administration.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ Washington State Quality Award (WSQA) expenses
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance

All amounts billed to administration must be supported by actual costs. If actual costs in the contract period meet the budget cap, that amount may be charged in equal monthly amounts.

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

## **4.2 Inspections and Income Determinations**

The costs associated with determining income eligibility and conducting housing inspections may be charged under administrative costs if the unit fails inspection and the tenant does not move in. If the unit passes inspection and project costs are traced to a specific TBRA recipient, costs must be charged to the budget category Inspections and Income Determinations.

## **4.3 Rent Assistance**

HUD requires that subrecipients have written procedures in place to ensure timely payments to landlords. This procedure must reflect how the subrecipient will ensure payments to landlords are on time and do not accrue late fees.

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

Rent assistance is payment of up to 24 months per household for the costs of monthly rent and utilities. A household may continue to receive assistance after 24 months if there is a need and funding allows.

Households may need less than 24 months of rent assistance to achieve housing stability, but leases should at least be one year, unless agreed upon by both the household and the landlord.

## **4.4 Deposit Assistance**

### **4.4.1 Security Deposits**

Security deposit is an allowable expense, regardless of whether the subrecipient is providing on-going rental assistance. Only the prospective household, not the landlord, may apply for TBRA security deposit assistance. The maximum amount of a security deposit is the equivalent of two months' rent for the unit. Deposits do not require repayment by the household to the TBRA subrecipient.

State and local laws governing deposits apply.

### **4.4.2 Utility Deposits**

Utility deposits may be made with rental assistance or security deposit programs, but cannot be operated separately as a stand-alone program.

Utility deposits may be paid for any of the household-paid utility services included on the [utility](#)

[allowance schedule](#). This includes fuel for cooking, heating and lighting (electric, gas, propane, etc.), and water/sewer and trash collection, if not provided as a city service, but does not include telephone or cable deposits.

## **4.5 Special Circumstances**

### **4.5.1 Use with Other Subsidies**

TBRA assistance may be used for households participating in other subsidy programs, but only when the other program does not provide sufficient assistance to lower a household's rental payment to 30 percent of adjusted income. In such cases, TBRA may be provided as supplemental assistance to further reduce the household's rent payment to 30 percent of adjusted income provided the receipt of such supplemental assistance is permissible under the other subsidy program.

### **4.5.2 Portability**

Households may choose housing outside of the TBRA subrecipient's geographic area as long as the subrecipient is able to meet the administrative requirements of administering rental assistance, including compliance with rent reasonableness determinations, inspections, and eligibility recertification.

## **4.6 Ineligible Activities**

- ☒ Project-based rental assistance - households must be free to use the assistance in any eligible unit
- ☒ Utility deposits without rental assistance
- ☒ Payment of rent arrears
- ☒ Rental assistance to a household receiving rental assistance under another federal program, or a state or local rental assistance program, if the TBRA subsidy would result in lowering the household's rent and utility costs to less than 30 percent of the household income
- ☒ Assisting resident landlords of cooperative housing that qualifies as home ownership housing. Cooperative and mutual housing may qualify as either rental or landlord-occupied housing under the TBRA Program, depending upon the provisions of the agreement applying to the unit. A household renting from a cooperative unit landlord may only use TBRA
- ☒ Preventing displacement or providing relocation assistance to households as a result of non-federally funded activities. TBRA funds may be used only as relocation assistance for federally funded activities
- ☒ Providing TBRA rental assistance for overnight or temporary shelter. The TBRA subsidy must be sufficient to enable the household to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS)
- ☒ Move-in costs and credit checks
- ☒ Case management or support services
- ☒ Any costs that are the responsibility of the household and are not included in the TBRA subsidy calculation and written household agreement.

## 5 Household Selection

Households are referred to TBRA subrecipients through local [Coordinated Entry Systems](#).

Transitional Housing, Homelessness Prevention, and Rapid Re-Housing projects funded by TBRA must participate in the county or regional Coordinated Entry (CE) by accepting referrals and must fill openings exclusively through the CE process

TBRA households who are on a Section 8 Housing Choice Voucher waitlist retain any tenant selection preference for which they qualified at the time TBRA was provided.

## 6 Unit Selection

The subrecipient should coordinate with the local Public Housing Authority (PHA) to ensure that households receiving TBRA are not disqualified for Section 8 Housing Choice Voucher by the PHAs policies.

If a subrecipient refers a household to a unit, the household must be informed that they are not required to select the referred unit in order to receive assistance. Units may be owned by the subrecipient, a PHA or another public entity, or be privately owned. Units may be transitional if the lease terms meet the minimum lease requirements. (Refer to 8.3 to review lease term requirements.)

TBRA may not be used in units or for households receiving public assistance, Section 8 Housing Choice Voucher rental subsidy, or any other federal, state or local subsidy that provides a duplicative subsidy.

### 6.1 Rent Reasonableness

Units must rent for a reasonable amount, compared to rents charged for comparable, non-subsidized units. HUD's rent reasonableness standard is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. Methods of determining and documenting rent reasonableness are described in the section below. For units within the payment standard, if a rent reasonableness determination supports a **lower** rent than the advertised rent, then TBRA funds may not be used to rent the unit (unless the landlord is willing to lower the rent). It is permissible to go above the payment standard provided the rent is reasonable and the tenant covers the additional cost.

TBRA funds could be used to assist the program participant to move to a different unit that meets both the payment standard and rent reasonableness standards. If the rent reasonableness determination supports the advertised rent (and is within the payment

standard), rental assistance with TBRA funds may be provided for the unit, as long as all other program requirements are met.

#### **6.1.1 Documentation of Rent Reasonableness**

Subrecipients must document the basis of their rent reasonableness determinations, using the [Rent Reasonableness Checklist and Certification form](#) or a comparable form. A rental lease must not be approved if the rent reasonableness is not documented or if the rent is not considered reasonable.

To make this determination, the subrecipient should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units).

Although documentation of three comparable units is preferable, in some rural areas this may be difficult or impossible. In these cases, comparable units from neighboring communities are acceptable if the rents are similar. Documentation of fewer than three units is also acceptable with a written explanation.

#### **6.1.2 Processing Requests for Rent Increases**

If rent is increased during the service period, it must again be documented that the rent is reasonable in comparison to rent charged for comparable, unassisted units.

### **6.2 Housing Quality Standards (HQS)**

Selected units must meet [Section 8 Housing Quality Standards](#) (HQS). The housing must meet both the performance and acceptability requirements outlined in [24 SFR 982.401](#). Inspections must be passed prior to lease signing and conducted annually during the period of assistance. Units may also be inspected as a result of housing quality complaints initiated by the landlord or household.

If a unit fails to pass inspection, the landlord may be given a reasonable period of time to correct the deficiencies.

If households are occupying a unit owned by the subrecipient, a third party must inspect the unit.

Units must comply with the [Washington State Carbon Monoxide Alarm Laws](#) (RCW 19.27.530 (2009) and Chapter 132 Laws of 2012 (SSB 6472)). Alarms must be located outside of each separate sleeping area, in the immediate vicinity of the bedroom and on each level of the residence. Single station carbon monoxide alarms must be listed as complying with UL 2034, and installed in accordance with code and the manufacturer's instructions. Combined CO and

smoke alarms are permitted.

### 6.3 Lead-Based Paint Assessment

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction act of 1992, and applicable regulations found at [24 CFR 35](#), Parts A, B, M, and R apply to units assisted under TBRA. **The regulations apply to all pre-1978 residential structures.** The subrecipient is responsible for consulting and implementing the regulations fully and properly. The TBRA application process must include whether the household includes children under six years old.

The lead based paint assessment process must include the following components as appropriate:

- ✓ **If the property was constructed before 1978 AND a child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving TBRA, a visual assessment is required.** Subrecipients must conduct a visual assessment of a unit prior to occupancy and at least annually thereafter. The visual assessment identifies deteriorated paint, dust, debris, and other residue. The visual assessment must be done by a person who is trained in visual assessment and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file. See Appendix C: Lead-Based Paint Assessment Requirements for additional information.
- ✓ The property landlord must correct any conditions identified in the HQS inspection, including stabilizing deteriorated paint identified in the visual inspection. Paint stabilization can involve repairing the substrate and scraping and repainting the surface. All deteriorated paint must be stabilized by properly trained or supervised workers using lead-safe work practices. Documentation of safe work practices is required, and consists of having copies of certificates of safe work practices training completion on file for those doing the lead reduction work.

When work is complete, the Subrecipient must receive and keep a copy of the cleaning verification. Failure to obtain the cleaning verification on any unit where lead hazard reduction activities have occurred results in rental assistance being discontinued for the unit. Keep records of any unit where correction is required but has not been obtained to ensure that the unit does not become rent assisted, even if another eligible household wants to live there.

- ✓ The Subrecipient must ensure that residents receive the following communications:
  - **Lead Hazard Information Pamphlet.** The resident must receive this pamphlet prior to occupying the unit. If the Contract can document that the resident received the pamphlet previously (e.g. from the landlord), the Subrecipient is not required to provide the pamphlet again but the receipt must be documented.
  - **Lead Disclosure Notice.** Residents must also receive, from the landlord, a Lead Disclosure Form notifying them of any known lead-based paint or hazards in the unit, prior to occupying the unit.

- **Notice of Lead Hazard Reduction.** Within 15 days of the completion of the paint stabilization and clearance, the resident must receive a Notice of Lead Hazard Reduction.
  - **Notice of Lead Hazard Evaluation.** Because a visual assessment is not a method of lead hazard evaluation, a notice of lead hazard evaluation is not required. However, if any lead hazard evaluation is conducted; for example, in the event of a child with an Environmental Intervention Blood Lead Level (EIBLL), such a notice is required and must be posted at the applicable work site.
- ✓ The landlord is required to conduct ongoing maintenance in units occupied by residents with children under age six. The Subrecipient must monitor those efforts as part of periodic inspections.
- ✓ Subrecipients must check with the local or state health department at least quarterly for a list of children with elevated blood lead levels in their service area. This must be cross-checked with the addresses of your rental assistance units in which children reside. Keep the documentation from these quarterly contacts on file. The Subrecipient and property landlord's must take specific steps after receiving notice that a child with EIBLL is living in a unit receiving TBRA. These steps include:
  - **Verify and report** the information to the state or local public health agency
  - **Conduct a risk assessment** within 15 calendar days
  - **Respond to the evaluation result.** If lead hazards are identified, then interim controls or abatement must be done within 15 calendar days of the risk assessment using Safe Work Practices, and clearance is required. Otherwise, the unit will cease to be certified
  - **Provide notices to residents.** If the Subrecipient begins evaluation and lead hazard reduction activities after a child's blood level is tested, but before being notified of the child with an EIBLL, the Subrecipient must finish these activities, but does not need to repeat them
  - **If a child with an EIBLL moves** before the Subrecipient has completed the risk assessment and lead hazard reduction measures, the Subrecipient must ensure that these measures are completed, and the unit must be certified free of lead-based paint hazards before the unit will be eligible for assistance
- ✓ If subrecipients are working on, or hiring contractors to work on pre-1978 residential properties, the [EPAs Lead Renovation, Repair and Painting Rule](#) and [Washington State WAC 365-230](#) must be followed. Resources related to lead renovation, repair and painting are available on the [TBRA page](#) of the Commerce website.
- ✓ Only risk assessments, paint inspections, clearance, and training expenses are reimbursable with TBRA administrative funds. There are no TBRA funds available for lead hazard reduction. The burden to pay for lead reduction work is on the building landlord.

## **6.4 Occupancy Standards**

Subrecipients must follow Section 8 Housing Quality Standards or develop an occupancy standards policy that specifies how the number of bedrooms needed by a household is established.

Occupancy standards are used to determine the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously crowded conditions. Participants may also select larger units, but the subrecipient is not required to increase the subsidy to cover the increased costs of a larger unit.

Subrecipients must establish a policy on how the subsidy will be calculated if the households selects a unit with more or fewer bedrooms than authorized by the occupancy standards. This policy may be to adjust the payment standard to the unit size the household has selected.

In conjunction with the annual re-examination of income, the Subrecipient should re-examine the household's size and composition to determine whether the current unit is still suitable and appropriate. Re-examination of household size and composition should be documented in the client file.

## **7 Payment Standard and Subsidy Calculation**

### **7.1 Payment Standard**

The subrecipient must set a payment standard policy for each unit size based on the number of bedrooms. The subrecipient can either use local market conditions or base the rent standard on those established in [24 CFR part 982](#), which govern Section 8 Housing Choice Voucher Program. The payment standard must meet one the following criteria:

- ✓ An established rent-payment standard amount for a unit size at any level between 90 percent and 110 percent of the published Fair Market Rent (FMR) for that unit size. This rent payment standard is based on rules established in [24 CFR part 982.503\(b\)\(1\)\(i\)](#)
- ✓ A Commerce approved payment standard based on results of documented local market analysis conducted by the subrecipient.

### **7.2 Utility Allowance Standard**

Utility allowance standard policy is the estimated average monthly cost of utilities paid by the household separately from rent. Subrecipients may use the utility allowance for the Section 8 Housing Choice Voucher program or establish its own schedule of allowances.

The utility allowance must be added to the base rent to determine if the payment standard is met and rent is reasonable.

See Appendix D: Adjusting for Household-Paid Utilities for additional information on utility allowances.

### **7.3 Calculating the Subsidy and Household Contribution**

The maximum subsidy must not exceed the difference between a payment standard established by the subrecipient and 30 percent of the household's monthly-adjusted income as defined in [24 CFR 5.611](#)

Subrecipients must establish the minimum household contribution policy. The minimum payment may be established at a dollar figure (such as \$50) or at a percentage of income (such as 10 percent of adjusted monthly income). If the household gains or loses income, subrecipients should re-calculate the household contribution based on the households adjusted income.

A subsidy calculation worksheet must be maintained in the client file. This must reflect how the subrecipient calculated the annual adjusted gross income, subsidy, and minimum tenant contribution. An example of this worksheet is located at [HUD Exchange's Income Calculator](#) Page.

See Appendix E: Examples of Subsidy Calculation Models for additional guidance.

### **7.4 Moves and Termination of Tenancy**

The Subrecipient must have a written policy about how any termination of tenancy will affect the household's TBRA assistance.

Households may elect to move to another unit, as permitted by the lease. The TBRA Rental Assistance Contract contains provisions that terminate the Subrecipient's agreement with the landlord when the household moves out. To assure that the subsidy is not paid on units no longer occupied by an eligible household, the Subrecipient should require households to give advance notice of their plans to move out, and landlord's to inform the Subrecipient when household's move out.

A household who wishes to move may be issued another coupon following the same procedures used to issue the original coupon. However, the Subrecipient must make it clear to the household and the new landlord whether the household is entitled to receive assistance only for the balance of months remaining in its original contract, or for another initial assistance period.

## **8 Program Requirements**

### **8.1 Rental Assistance Coupon**

The subrecipient issues the HUD Rental Assistance Coupon to the eligible household. The coupon is the household's authorization to look for housing.

The household should bring a copy to landlords to provide proof of subsidy.  
<https://www.hudexchange.info/resource/2100/home-rental-assistance-coupon/>

## **8.2 Request for Unit Approval**

Request for Unit Approval is completed by the household and the landlord to request the subrecipient's approval for the selected unit  
<https://www.hudexchange.info/resource/2103/home-request-for-unit-approval/>

## **8.3 Lease and Lease Addendum**

A fully executed lease and TBRA Lease Addendum  
<https://www.hudexchange.info/resource/2092/home-lease-addendum/> must be completed and documented in the household's file.

A copy of [HUD's VAWA Lease Addendum](#) must also be included with the addendum if the date of the written agreement with the tenant was after December 16, 2016.

The household and the rental unit landlord or designee must enter into a lease that shall continue until:

- (1) the lease is terminated by the landlord in accordance with state landlord/tenant laws;
- (2) the lease is terminated by the household in accordance with the lease or by mutual agreement; (3) the [HOME Rental Assistance Contract](#) is terminated by the subrecipient.

The term of the lease between the household and the landlord must be for not less than one year, unless the household and the landlord mutually agree upon another term.

Once the yearlong lease ends, the client can be moved to month to month. This needs to be documented.

The Subrecipient must assure that the landlord's lease does not include any of the HUD-prohibited lease provisions ([24 CFR 92.253](#)).

The HUD Lease Addendum provides some protection against prohibited lease provisions, but a subrecipient must review every landlord's lease for compliance with TBRA program rules and HUD requirements, or require all landlord's to use an agency-generated lease.

#### 8.4 Rental Assistance Contract

A rental assistance contract between the TBRA subrecipient and the landlord must be in place for the duration that the household is receiving assistance.

The term of the [HOME Rental Assistance Contract](#) **may not exceed 24 months**, but may be renewed, subject to the availability of contracted funds. In a situation where the lease continues month-to-month, the rental assistance contract must still be renewed after 24 months.

| Required Documentation |   |  |   |  |
|------------------------|---|--|---|--|
| Year 1                 | <b>Rent Assistance Contract</b><br><br>Typically one year to match lease terms, but can be <u>up to 24 months</u> . Contract may be renewed subject to available funds. | <b>Lease</b><br><br>Must be no less than one year <u>unless otherwise agreed upon by landlord and household</u> .  | <b>Addendum</b><br><br>Provides protection against prohibited lease provisions.<br><br>Allows assistance to end earlier if needed.<br><br>Only needed beginning year 1, unless renewed. | <b>Coupon</b><br><br>Provides proof of subsidy.<br><br>Only needed beginning year 1. |
| Year 2                 | <b>Rent Assistance Contract</b><br><br>Renewed at 12-month mark (or whenever the lease terminates, if applicable).<br><br>Renewed at 24-month mark, if applicable.      | <b>Lease</b><br><br>Renewed at 12-month mark (or whenever the lease terminates, if applicable) and can be month-to-month, or 12 months <u>unless otherwise agreed upon by landlord and household</u> . | <b>Addendum</b><br><br>Not required unless lease is being renewed.  |  |

The term of the contract must begin on the first day of the term of the lease. **For a rental assistance contract between a subrecipient and a landlord**, the term of the contract must terminate on termination of the lease.

## 9 Appendices

### 9.1 Appendix A: [Required Forms](#)

The following forms are required, if applicable.

- ✓ Client File Checklist
- ✓ Program Intake materials
- ✓ HMIS consent form
- ✓ BVS consent form
- ✓ Documentation of household eligibility and documentation of household income
- ✓ Rental Assistance Coupon (section 8.1) is issued by the program to the household  
<https://www.hudexchange.info/resource/2100/home-rental-assistance-coupon/>
- ✓ Request for Unit Approval (section 8.2) is completed by the household and the landlord to request the subrecipient's approval for the selected unit  
<https://www.hudexchange.info/resource/2103/home-request-for-unit-approval/>
- ✓ Rent Reasonableness (section 6.1) Checklist/Certification documents the requirement that units meet rent reasonableness  
<https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/>
- ✓ HQS Inspection Form (section 6.2) documents that property meets HUD's Housing Quality Standards  
<https://www.hudexchange.info/resource/2091/home-housing-quality-standards-hqs-inspection-form/>
- ✓ Lead Based Paint Assessment (section 6.3)
- ✓ Rental Assistance Contract (8.4) between TBRA program and the landlord  
<https://www.hudexchange.info/resource/2099/home-rental-assistance-contract/>
- ✓ Lease (section 8.3) between landlord and household
- ✓ Lease Addendum (section 8.3) includes provisions necessary as a result of the household's participation in a HOME rental assistance program  
<https://www.hudexchange.info/resource/2092/home-lease-addendum/>
- ✓ VAWA Lease Addendum (section 8.3)  
<https://www.commerce.wa.gov/serving-communities/homelessness/tenant-based-rental-assistance-tbra/>
- ✓ Rent Subsidy and Total Tenant Payment Calculation Form (7.3)
  - [HUD Exchange's Income Calculator page](#)
- ✓ Annual recertification of household size/composition (section 6.4) as applicable
- ✓ Annual eligibility recertification documentation (section 3.3) as applicable
- ✓ Annual HSQ inspection form (section 6.2)

The following form is recommended:

- ✓ Move in/move out condition report  
Washington State's Landlord Mitigation Law ([RCW 43.31.605](#)) became effective on June 7 of 2018, to provide landlords with an incentive and added security to work with households receiving rental assistance. The program offers up to \$1,000 to the property landlord in reimbursement for some potentially required move-in upgrades, up to

fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a household during tenancy. A move in/move out condition report is required to receive reimbursement.

For more information, please visit <https://commerce.wa.gov/landlordfund>

## **9.2 Appendix B: Required Policies and Procedures**

The Subrecipient must establish and maintain an administrative plan that describes all policies and procedures necessary for the administration of the TBRA program, including:

- ✓ Grievance Procedure (section 2.8.3)
- ✓ Termination and Denial of Service Policy (section 2.8.4)
- ✓ Income Projection Procedure (section 3.2.1)
- ✓ Eligible Activities and Costs Procedure (section 4)
- ✓ Landlord Timely Payment Procedure (section 4.3)
- ✓ Occupancy Standards Policy (section 6.4)
- ✓ Payment Standard Policy (section 7.1)
- ✓ Utility Allowance Standard Policy (section 7.2)
- ✓ Minimum Household Contribution Policy (section 7.3)

## **9.3 Appendix C: Lead-Based Paint Assessment Requirements**

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

### **Disclosure Requirements**

For ALL properties constructed prior to 1978, landlords must provide households with:

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

Both the disclosure form and pamphlet are available at: <https://www.epa.gov/lead/real-estate-disclosure>

It is recommended that rent assistance providers also share this information with their clients.

### **Determining the Age of the Unit**

Subrecipients should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for the county assessor database.

Print the screenshot for the case file. If not available online, the information is public and can be requested from the local authorities.

### **Conducting a Visual Assessment**

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

*AND*

- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving TBRA rent assistance.

A visual assessment must be conducted prior to providing TBRA funds and on an annual basis thereafter (as long as assistance is provided). Subrecipients may choose to have their program staff complete the visual assessments or they may procure services from a contractor. Visual assessments must be conducted by a HUD-Certified Visual Assessor.

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

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

If a visual assessment reveals problems with paint surfaces, Subrecipients cannot approve the unit for rental assistance until the deteriorating paint has been repaired. Subrecipients may wait until the repairs are completed or work with the household to locate a different (lead-safe) unit.

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

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at <https://www.epa.gov/lead> and click on "Find a Lead-Safe Certified Firm."
- ✓ Go to Washington State Department of Commerce Lead-Based Paint Program website at <http://www.commerce.wa.gov/lead> and click on "Find a Certified LBP Firm" under Other Resources.

Find information on lead-based programs in Washington State at:

<http://www.commerce.wa.gov/building-infrastructure/lead>

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

The Lead Safe Housing Rule as well as a HUD training module can be accessed at

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

#### 9.4 Appendix D: Adjusting for Household-Paid Utilities

Subrecipients must establish a utility allowance schedule that estimates the average cost of utilities for typical types of housing (single family, row house, high rise, etc.) and for various utilities (natural gas, propane, electricity, etc.). Utilities included in the schedule generally are those required for water/sewer, cooking, heating, lighting, and trash collection. Telephone and cable TV are not considered utilities for this purpose. Subrecipients may use the utility allowance schedule that housing authorities use for the Section 8 Housing Choice Voucher Program or establish a separate schedule. Exhibit 3 illustrates how the utility allowance is used.

| Exhibit 3 – Using Utility Allowances   |                                   |
|--|-----------------------------------|
| The Brown family's annual adjusted income is \$12,000; their monthly-required contribution is \$300 (12,000 divided by 12 months x .30). The family selects a unit that rents for \$575; the Subrecipient determines the rent for the unit is reasonable. Gas and electricity must be paid separately. |                                   |
| The Subrecipient utility allowance schedule shows the average cost of electricity and gas for the unit size and housing type selected as \$75.   |                                   |
| The family makes its household contribution as follows:  |                                   |
| \$300  | 30% of adjusted income            |
| -\$75  | allowance for gas and electricity |
| \$225  | Total Household Contribution      |
| The Subrecipient pays the difference between the rent the landlord is charging and the amount paid by the household:   |                                   |
| \$575  | Rent to Landlord                  |
| -\$225   | Paid by household                 |
| \$350  | Subrecipient subsidy              |

Sometimes Subrecipients must make a utility reimbursement to the household, as well as a payment to the landlord. This occurs whenever the household's share of housing costs is insufficient to cover expected utility costs. Exhibit 4 illustrates this phenomenon. **(Subrecipients must not send the reimbursement amount directly to the utility without the permission of the household.)**

#### Exhibit 4 – Utility Reimbursements

Sally Green's annual adjusted income is \$2,000; the monthly-required contribution is \$50 (2,000 divided by 12 months x .30). She selects a unit that rents for \$575; the Subrecipient determines the rent for the unit is reasonable. Gas and electricity must be paid separately.

The Subrecipient's utility allowance schedule shows the average cost of electricity and gas for the unit size and housing type selected as \$75.

The full household contribution is used to pay gas and electricity. The household makes no contribution to contract rent.

The Subrecipient pays:

\$575 Rent to landlord

\$ 25 Utility reimbursement to household (\$75 utility allowance-\$50 household contribution)

\$600 Subrecipient subsidy

## 9.5 Appendix E: Examples of Subsidy Calculation Models

The two methods described in this section represent different philosophies for providing assistance. The Rental Certificate model offers a predictable household contribution and specifically limits the rent the landlord may charge. The Rental Voucher Model leaves more to the discretion of both the household and the subrecipient, but also involves more risk for households.

### 9.5.1 The Rental Certificate Model: A Predictable Household Share and Limit on Contract Rent

The Rental Certificate model assumes (1) a fixed household payment, and (2) a Subrecipient established maximum rent the landlord can charge. In this model, the household's share of housing costs (called Total Tenant Payment or TTP) is calculated by formula. The household pays the greatest of 30 percent of monthly-adjusted income or the minimum payment of 10 percent of monthly gross income. The Subrecipient pays the difference between the Total Tenant Payment and the approved gross rent and utilities for the unit. Exhibit 1 demonstrates this method.

| Exhibit 1 – Calculating Household and Contractor Payments Using Rental Certificate Model   |  |   |       |
|--|--|---|-------|
| The Smiths have been issued a two-bedroom TBRA Coupon. Their annual adjusted income is \$18,300. They find a unit that rents for \$725 and includes all utilities. |  |   |       |
| The Smith's must pay the greater of:   |  | The Subrecipient must pay the difference between the household's share and the approved rent. |       |
| \$458  | 30% of adjusted monthly income (\$18,300 divided by 12 x 0.30) | Approved Rent   | \$725 |
|  |  | Less Total Household Payment  | \$458 |
| \$188  | 10% of gross monthly income (\$22,500 divided by 12 x 0.10)    | Subrecipient Share of the Rent  | \$267 |

Under this option, the rent the landlord may charge is limited by the Subrecipient in two ways. First, the Subrecipient must determine that the rent is reasonable in comparison to the rent charged for comparable, unassisted units. Second, the gross rent cannot exceed the subrecipient's payment standard for the appropriate unit size. The Subrecipient may establish an exception rent policy that would enable the Subrecipient to approve higher gross rents up to 10 percent above the payment standard for up to 20 percent of the units assisted. The exception rent policy should clearly state the circumstances in which the exception rent will be approved.

The Rental Certificate model is based on an assumption that an appropriate contribution toward housing costs is 30 percent of monthly-adjusted income for all households. The household's share of the rent will never exceed the amount required by the formula. For example, if the landlord raises the rent in the second year of the TBRA contract and the

household's income has remained the same, the Subrecipient would pay the entire increase. If the household finds a unit that rents for more than the payment standard, the unit must be rejected unless an exception is approved. Under this option, households do not have the choice of paying an amount higher than is required by the formula in order to rent a more expensive unit.

### 9.5.2 The Rental Voucher Model: Fixed Contractor Share and a Flexible Household Share and Contract Rent

The Rental Voucher model assumes a fixed Subrecipient payment. The maximum subsidy is calculated by subtracting 30 percent of the participant's monthly-adjusted income from the Subrecipient's payment standard. The household pays the difference between the maximum subsidy and the gross rent for the unit, even if this amount is *more or less than 30 percent* of monthly-adjusted income. A minimum household payment of 10 percent of monthly gross income is required.

Using this model, the rent charged by the landlord must be reasonable, but is not limited by the payment standard. The model offers the household flexibility in the percentage of income it contributes to housing costs, and in the cost of the unit selected.

- ✓ If the household selects a unit with a gross rent that is less than the payment standard, the household will pay less than 30 percent of its adjusted income.
- ✓ If the household selects a unit with a gross rent that is more than the payment standard, the household will pay more than 30 percent of its adjusted income.

Although the added flexibility of this model is attractive to many households, it also involves risks. For example, a household may decide to select a unit that requires a monthly payment equal to 35 percent of monthly-adjusted income even though this stretched the household budget. If in the second year of the TBRA contract, the landlord raises the rent and the Subrecipient does not raise its payment standard, the household's share of the rent would be increased to an even higher percentage. Exhibit 2 demonstrates this method.

| Exhibit 2 – Calculating Household and Contractor Payments Using Rental Voucher Model   |  |
|--|--|
| The Smiths have been issued a two-bedroom TBRA Coupon. Their annual adjusted income is \$18,300. They find an apartment that rents for \$800 (including utilities). The Subrecipient's Rent Standard is \$775. |  |
| In this example, the Smith's pay more than 30 percent of their adjusted income for housing because they selected a unit that rents for more than the payment standard.   |  |
| The maximum subrecipient subsidy is:   | The Smith's share of the rent is:  |
| \$775 payment standard<br>\$458 (less) 30% of adjusted monthly income<br>\$317   | \$800 approved rent (+ utilities)<br>\$317 (less) maximum subsidy<br>\$483 |

## Exhibit 2.1 – Calculating Household and Contractor Payments Using Rental Voucher Model

The Smiths have been issued a two-bedroom TBRA Coupon. Their annual adjusted income is \$18,300. They find an apartment that rents for \$500 (including utilities). The Subrecipient's Rent Standard is \$775.

In this example, the Smith's pay less than 30 percent of their adjusted income for housing because they selected a unit that rents for less than the payment standard.

|   |   |
|---|---|
| The maximum subrecipient subsidy is:  | The Smith's share of the rent is:   |
| \$775 payment standard<br><u>\$458</u> (less) 30% of adjusted monthly income<br>\$317 | \$500 approved rent (+ utilities)<br><u>\$317</u> (less) maximum subsidy<br>\$183 |

## 9.6 Appendix F: Access to the DSHS Benefits Verification System Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
  - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. "Unique User ID" means a string of characters that identifies a specific user; and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
  - d. "Contractor" means TBRA grantee.
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 Subrecipient's internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Subrecipient's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Subrecipient 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 that 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 that 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 used in local workstation optical disc drives and 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 that access DSHS Data on optical discs must be located in an area that 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, attached to network servers, will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users using access control lists to grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area that 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 Subrecipient staff. Subrecipient will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Subrecipient, 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 Subrecipient 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.
  - (d) Physically secure the portable device(s) and/or media by using check-in/check-out procedures when they are shared, and 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 Subrecipient 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 are 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 Subrecipient's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until 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 Subrecipient'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 Subrecipient, all DSHS Data is 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 are 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 are physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled, must be protected as described in this exhibit.

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

| <b>Data Stored On:</b>   | <b>Will be Destroyed By:</b>  |
|--|---|
| Server or workstation hard disks, or<br><br>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<br><br>Degaussing sufficiently to ensure that the Data cannot be reconstructed, or<br><br>Physically destroying the disk |
| Paper documents with sensitive or Confidential Information   | Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.   |
| Paper documents containing Confidential Information requiring special handling (e.g. protected health information)                         | On-site shredding, pulping, or incineration   |
| Optical discs (e.g. CDs or DVDs)   | Incineration, shredding, or completely defacing the readable surface with a coarse abrasive   |
| Magnetic tape  | Degaussing, incinerating or crosscut shredding  |

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

**Data shared with Subrecipients.** If DSHS Data access provided under this Contract is to be shared with a subrecipient, the Contract with the subrecipient must include all of the data

security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

## 9.7 Appendix G: [Agency Partner HMIS Agreement](#)

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

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

Subrecipients and the Department of Commerce agree as follows:

### General Understandings

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

- "Client" refers to a consumer of services.
- "Partner Agency" refers generally to any Agency participating in HMIS.
- "Agency staff" refers to both paid employees and volunteers.
- "HMIS" refers to the Homeless Management Information System administered by Commerce.
- "Enter(ing)" or "entry" refers to the entry of any Client information into HMIS.
- "Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in HMIS with another Partner Agency.
- "The Balance of State Continuum of Care Steering Committee" or "Steering Committee" refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.
- "Identified Information" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
- "De-identified Information" refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as "non-identifying" information.

Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to:

- Administer HMIS
- Conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS)
- Prepare reports that may be submitted to others in de-identified form **without**

individual identifying Client information.

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

**Confidentiality**

Agency will not:

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

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

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

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

☐ it is; ☐ is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2. If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.

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

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

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

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

## Information Collection, Release and Sharing Consent

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

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

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

Do not enter HIV/AIDS status in HMIS. If funding (i.e, HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information. Telephonic consent from the individual may temporarily substitute for written consent, provided that written consent is obtained at the first time the individual is physically present at Agency.

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

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

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

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

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

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

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

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

**Computers:** Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development’s (HUD) “Homeless Management Information Systems (HMIS) Data and Technical Standards Notice” (Docket No. FR 4848-N-01; see <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>).

Agencies are encouraged to directly consult that document for complete documentation of HUD’s standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:

- Owned by Agency or approved by Agency for the purpose of accessing and working with HMIS.
- Protected from viruses by commercially available virus protection software.
- Protected with a software or hardware firewall.
- Maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes.
- Accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce’ HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system.
- Staffed at all times when in public areas. When computers are not in use and staff is not present, steps must be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

**Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Passwords shall be at least eight characters long and meet industry standard complexity requirements, including but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

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

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

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

**Information Entry Standards:**

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

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

Agency will only enter information into HMIS database with respect to individuals that it serves

or intends to serve, including through referral.

Agency will enter all data for a particular month into HMIS database by the 5<sup>th</sup> business day of the following month. Additionally, Agency will make every attempt to enter all data for a particular week by the end of that week.

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

**Use of HMIS:**

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

Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients. Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

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

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

**Proprietary Rights of the HMIS:**

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password. Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

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

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

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

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

**Additional Terms and Conditions:**

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

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

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

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

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to, the breach of the Commerce Security Policy by Agency. If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.