### **Before Starting the CoC Application**

The CoC Consolidated Application consists of three parts, the CoC Application, the CoC Priority Listing, and all the CoC's project applications that were either approved and ranked, or rejected. All three must be submitted for the CoC Consolidated Application to be considered complete.

The Collaborative Applicant is responsible for reviewing the following:

- 1. The FY 2019 CoC Program Competition Notice of Funding Available (NOFA) for specific application and program requirements.
- 2. The FY 2019 CoC Application Detailed Instructions which provide additional information and guidance for completing the application.
- 3. All information provided to ensure it is correct and current.
- 4. Responses provided by project applicants in their Project Applications.5. The application to ensure all documentation, including attachment are provided.
- 6. Questions marked with an asterisk (\*), which are mandatory and require a response.

## 1A. Continuum of Care (CoC) Identification

#### Instructions:

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

Resources: The FY 2019 CoC Application Detailed Instruction can be found at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources
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**1A-1. CoC Name and Number:** OR-506 - Hillsboro, Beaverton/Washington

County CoC

1A-2. Collaborative Applicant Name: Washington County Department of Housing

Services

1A-3. CoC Designation: CA

1A-4. HMIS Lead: Washington County Department of Housing

Services

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## 1B. Continuum of Care (CoC) Engagement

#### Instructions:

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Resources:
The FY 2019 CoC Application Detailed Instruction can be found at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources The FY 2019 CoC Program Competition Notice of Funding Availability at: https://www.hudexchange.info/programs/e-snaps/fy-2019-coc-program-nofa-coc-programcompetition/#nofa-and-notices

#### Warning! The CoC Application score could be affected if information is incomplete on this formlet.

#### 1B-1. CoC Meeting Participants.

For the period of May 1, 2018 to April 30, 2019, applicants must indicate whether the Organization/Person listed:

- 1. participated in CoC meetings:
- 2. voted, including selecting CoC Board members; and
- 3. participated in the CoC's coordinated entry system.

Organization/Person	Participates in CoC Meetings	Votes, including selecting CoC Board Members	Participates in Coordinated Entry System
Local Government Staff/Officials	Yes	Yes	Yes
CDBG/HOME/ESG Entitlement Jurisdiction	Yes	Yes	Yes
Law Enforcement	Yes	Yes	Yes
Local Jail(s)	Yes	Yes	Yes
Hospital(s)	No	No	No
EMS/Crisis Response Team(s)	No	No	No
Mental Health Service Organizations	Yes	Yes	Yes
Substance Abuse Service Organizations	Yes	Yes	Yes
Affordable Housing Developer(s)	Yes	Yes	Yes
Disability Service Organizations	Yes	Yes	Yes
Disability Advocates	Yes	Yes	Yes
Public Housing Authorities	Yes	Yes	Yes
CoC Funded Youth Homeless Organizations	Yes	Yes	Yes
Non-CoC Funded Youth Homeless Organizations	Yes	Yes	Yes

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**Applicant:** Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC REG 2019 170685

Youth Advocates	Yes	Yes	Yes
School Administrators/Homeless Liaisons	Yes	Yes	Yes
CoC Funded Victim Service Providers	Yes	Yes	Yes
Non-CoC Funded Victim Service Providers	Yes	Yes	Yes
Domestic Violence Advocates	Yes	Yes	Yes
Street Outreach Team(s)	Yes	Yes	Yes
Lesbian, Gay, Bisexual, Transgender (LGBT) Advocates	Yes	Yes	Yes
LGBT Service Organizations	Yes	Yes	Yes
Agencies that serve survivors of human trafficking	Yes	Yes	Yes
Other homeless subpopulation advocates	Yes	Yes	Yes
Homeless or Formerly Homeless Persons	Yes	Yes	Yes
Mental Illness Advocates	Yes	Yes	Yes
Substance Abuse Advocates	Yes	Yes	Yes
Other:(limit 50 characters)			
Faith-based Organizations	Yes	Yes	Yes
Business	Yes	Yes	No
Philanthropic	Yes	Yes	No

## 1B-1a. CoC's Strategy to Solicit/Consider Opinions on Preventing/Ending Homelessness.

Applicants must describe how the CoC:

- 1. solicits and considers opinions from a broad array of organizations and individuals that have knowledge of homelessness, or an interest in preventing and ending homelessness;
- 2. communicates information during public meetings or other forums the CoC uses to solicit public information;
- 3. takes into consideration information gathered in public meetings or forums to address improvements or new approaches to preventing and ending homelessness; and
- 4. ensures effective communication with individuals with disabilities, including the availability of accessible electronic formats, e.g., PDF. (limit 2,000 characters)

The strategy to solicit diverse input from CoC and non-CoC community members includes public education on local homeless demographics with open and inclusive solicitation of public input through community outreach activities at town hall events, task force and subcommittee meetings, social media, consumer and provider surveys, and monthly CoC planning meetings. Comments received are considered at monthly CoC meetings with new approaches incorporated into the planning and funding priorities that align with the jurisdiction's homeless plan- A Road Home - and the Consolidated Plan. This approach brings subject matter experts to CoC meetings to further investigate new initiatives, seek new and prioritize existing funds to address gaps in the homeless system, and foster collaborative partners that present responsive and effective project proposals.

Action on recommendations is guided by the CoC Governance policy that

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includes a collaborative discussion and CoC consensus decision-making process by vote of the membership. Communication on action taken is communicated back to the public body, forum, or individual that submitted input to addressing homelessness. Information gathered to address new approaches and improve outcomes in prevention and ending homelessness is incorporated in the ESG and CoC Program priorities. To address populations with special needs, the CoC information is made available electronically, meetings are held in ADA accessible locations and accommodations for hearing, sight and language translation is available.

#### 1B-2. Open Invitation for New Members.

#### **Applicants must describe:**

- 1. the invitation process;
- 2. how the CoC communicates the invitation process to solicit new members;
- 3. how the CoC ensures effective communication with individuals with disabilities, including the availability of accessible electronic formats;
- 4. how often the CoC solicits new members; and
- 5. any special outreach the CoC conducted to ensure persons experiencing homelessness or formerly homeless persons are encouraged to join the CoC. (limit 2,000 characters)

The CoC process to solicit new members involves daily community outreach and marketing through social media, newsletters, community meetings, and public forums. The monthly CoC meeting agenda includes an invitation for new members and is publicly posted two weeks prior to the meeting date on community bulletin boards and released through electronic media that includes website, social media and the CoC listserv (nearly 500 contacts). CoC members invite community members, provider organizations, homeless consumers, and business associates. New CoC members receive the CoCs Governance policy, an overview of the jurisdiction's A Road Home plan and Consolidate Plan, and funding timelines to include CoC Program, ESG, CDBG, HOME, and local initiatives. On average 50 people attend the monthly CoC planning meeting, with continued increase in new members.

Effective CoC communication includes assistance, accommodations and assistive technology (e.g. software and/or device) to ensure that persons with disabilities can fully participate in the meetings and information sharing. Special outreach is conducted to solicit homeless/formerly homeless to participate in the CoC through street outreach, program participant surveys and community engagement. On average, the CoC has three or more homeless/formerly homeless persons attend CoC meetings.

## 1B-3. Public Notification for Proposals from Organizations Not Previously Funded.

#### **Applicants must describe:**

1. how the CoC notifies the public that it is accepting project application proposals, and that it is open to and will consider applications from organizations that have not previously received CoC Program funding, as

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well as the method in which proposals should be submitted;

2. the process the CoC uses to determine whether the project application will be included in the FY 2019 CoC Program Competition process;

- 3. the date(s) the CoC publicly announced it was open to proposal;
- 4. how the CoC ensures effective communication with individuals with disabilities, including the availability of accessible electronic formats; and 5. if the CoC does not accept proposals from organizations that have not previously received CoC Program funding or did not announce it was open to proposals from non-CoC Program funded organizations, the applicant must state this fact in the response and provide the reason the CoC does not accept proposals from organizations that have not previously received CoC Program funding. (limit 2,000 characters)

On 7/11/19, Washington County publicly announced a Request For Proposal (RFP) inviting new organizations that have not previously received CoC funding to apply. This RFP was posted on the County's webpage and released electronically through FaceBook, Twitter and the CoC email listserv (nearly 500 contacts) and posted on three community bulletin boards. The RFP outlined HUDs priorities, bonus funds to solicit new projects serving domestic violence and permanent housing, funds for renewal projects, links to HUD NOFA and technical information on the HUD Exchange, application timeline and scoring process, and Washington County staff contact information to receive guidance.

The RFP defined the method for submitting proposals due by 8/5/19 with performance-based scoring and rating by the CoC at their 8/7/19 monthly meeting and threshold review and ranking performed at a public meeting of the CoC Board on 8/9/19. Notification to all applicants on acceptance/rejection of application was sent 8/12/19 that included the appeals process.

The CoC Program Application Rating and Ranking Process policy, 578.9-OR506CoC outlines the performance-based scoring and reallocation of CoC Program funds using HMIS data for each renewal/expansion and first year project, and scoring criteria supporting system performance and CoC priorities for new applications.

## 1C. Continuum of Care (CoC) Coordination

#### Instructions:

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Warning! The CoC Application score could be affected if information is incomplete on this formlet.

#### 1C-1. CoCs Coordination, Planning, and Operation of Projects.

Applicants must select the appropriate response for each federal, state, local, private, other organizations, or program source the CoC included in the planning and operation of projects that serve individuals experiencing homelessness, families experiencing homelessness, unaccompanied youth experiencing homelessness, persons who are fleeing domestic violence, or persons at risk of homelessness.

Entities or Organizations the CoC coordinates planning and operation of projects	Coordinates with Planning and Operation of Projects
Housing Opportunities for Persons with AIDS (HOPWA)	Yes
Temporary Assistance for Needy Families (TANF)	Yes
Runaway and Homeless Youth (RHY)	Yes
Head Start Program	Yes
Funding Collaboratives	Yes
Private Foundations	Yes
Housing and services programs funded through U.S. Department of Justice (DOJ) Funded Housing and Service Programs	Yes
Housing and services programs funded through U.S. Health and Human Services (HHS) Funded Housing and Service Programs	Yes
Housing and service programs funded through other Federal resources	Yes
Housing and services programs funded through State Government	Yes
Housing and services programs funded through Local Government	Yes
Housing and service programs funded through private entities, including foundations	Yes
Other:(limit 50 characters)	
Faith-based prevention & shelter programs	Yes

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#### 1C-2. CoC Consultation with ESG Program Recipients.

Applicants must describe how the CoC:

- 1. consulted with ESG Program recipients in planning and allocating ESG funds;
- 2. participated in the evaluating and reporting performance of ESG Program recipients and subrecipients; and
- 3. ensured local homelessness information is communicated and addressed in the Consolidated Plan updates. (limit 2,000 characters)

The CoC has two ESG recipients: Washington County Office of Community Development (OCD) and Oregon Housing and Community Services (OHCS). Both ESG recipients subaward funds to one housing and service provider agency, Community Action Organization.

The CoC Board evaluates system-level and programmatic performance of ESG and CoC projects and is advisory to the ESG recipients, recommending prioritization of funds to address CoC priorities in alignment with the local homeless plan, A Road Home, and the 2015-2020 Consolidated Plan that comprises three Consolidated Plan jurisdictions to include Washington County and the cities of Beaverton and Hillsboro.

ESG recipient and subrecipient agencies held consultations with the CoC to evaluate performance of the ESG activities, review 2019 PIT homeless demographics and HIC data, analyze housing and service gaps, poverty trends (at-risk population), and coordination with other local and state funds. On 2/8/19 a consultation with the CoC Board resulted in a recommendation to shift all funds to rapid rehousing activities less 7.5% for administration. On 3/6/19 a consultation with the CoC membership resulted in a approval to allocate ESG-funded activities for the next grant period effective 7/1/2019 for rapid rehousing to increase housing for literally homeless with a focus on diversion and rapid exit of vulnerable homeless populations from the street and shelters into permanent housing.

The ESG recipients received the official 2019 Point-In-Time (PIT) homeless count (sheltered and unsheltered) and Housing Inventory Chart (HIC) data generated by HMIS. This data was integrated into the ESG consultation and the 2019 Action Plan, AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i) adopted by the Washington County Board of Commissioners on 5/7/19.

1C-2a. Providing PIT and HIC Data to Yes to both Consolidated Plan Jurisdictions.

Applicants must indicate whether the CoC provided Point-in-Time (PIT) and Housing Inventory Count (HIC) data to the Consolidated Plan jurisdictions within its geographic area.

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## 1C-2b. Providing Other Data to Consolidated Yes Plan Jurisdictions.

Applicants must indicate whether the CoC ensured local homelessness information is communicated to Consolidated Plan Jurisdictions within its geographic area so it can be addressed in Consolidated Plan updates.

1C-3. Addressing the Safety Needs of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Survivors.

#### **Applicants must describe:**

- 1. the CoC's protocols, including protocols for coordinated entry and the CoC's emergency transfer plan, that prioritize safety and incorporate trauma-informed, victim-centered services; and
- 2. how the CoC, through its coordinated entry, maximizes client choice for housing and services while ensuring safety and confidentiality. (limit 2,000 characters)

All CoC providers follow the CoC Program Administrative Plan protocol, Chapter 2 Fair Housing and Equal Opportunity with forms and process used by victims and housing provides to ensure the rights of victims and to implement the CoCs Emergency Transfer Plan; e.g. HUD-5380 Notice of Occupancy Right under VAWA is provided to the victim at time of program intake and includes resource contact and numbers; HUD-5381 Model Emergency Transfer Plan is provided by the housing provider at program intake to define process and contacts for submitting a transfer request; HUD-5382 Certification of Domestic Violence is used by the survivor when a housing provider is seeking to evict or displace the survivor in HUD programs; and HUD-5383 Emergency Transfer Request for Certain Victims is used by the victim to document abuse and officially request to transfer unit within the complex, relocate to another complex or relocate to a safe unit within the protection of VAWA providers. All personal information is retained confidentially in a separate comparable HMIS.

The coordinated entry (CE) assessment helps survivors identify their service needs and provides housing choice in their emergency safety plan. The CoCs emergency transfer plan was integrated in the coordinated entry (CE) protocol adopted 12/13/13 that directs survivor safety in accessing the Call To Safety Crisis Line and the Family Justice Center providing trauma-informed victim-centered services through a multi-agency, co-located system with equal access to shelter and housing supported by the DOJ, HHS, and CoC-funded agencies.

CE and partner agencies are trained in survivor-driven, trauma-informed approach to meeting the needs of actively fleeing victims and survivors of all types of abuse while providing choice through a continuum of shelter to permanent housing options that includes permanent rapid rehousing in safe affordable housing.

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#### 1C-3a. Training-Best Practices in Serving DV Survivors.

Applicants must describe how the CoC coordinates with victim services providers to provide training, at least on an annual basis, for:

- 1. CoC area project staff that addresses safety and best practices (e.g., trauma-informed, victim-centered) on safety and planning protocols in serving survivors of domestic violence; and
- 2. Coordinated Entry staff that addresses safety and best practices (e.g., Trauma Informed Care) on safety and planning protocols in serving survivors of domestic violence. (limit 2,000 characters)

Domestic Violence Resource Center (DVRC) is the CoC only VAWA shelter and housing provider in the CoC that coordinates semi-annual trainings with HUD and non-HUD funded provider and coordinated entry (CE) staff to receive 40-hour domestic violence/sexual abuse training focused on developing a safe intake/assessment process delivered through a trauma-informed lens, engaging trauma-informed practices, and access to resources for persons fleeing domestic violence/dating violence/sexual assault/stalking, and safety planning.

The CE written protocol adopted 12/13/13 identifies the frequency and training requirements of all CE staff as outlined in Community Connect, Section 10 Screener and Assessor Training. Training includes annual Trauma-informed Care, Mental Health First Aid, Confidentiality/Privacy to include DV data entry in HMIS comparable database, Emergency Safety Planning, and how to conduct a trauma-informed assessment using a victim-centered approach. The CoC monitors compliance to training through the Community Connect Oversight Committee that meets six times annually to review CE performance outcomes, review consumer and agency survey responses to system accessibility and outcomes, and create new housing and services aligned with CE.

#### 1C-3b. Domestic Violence-Community Need Data.

Applicants must describe how the CoC uses de-identified aggregate data from a comparable database to assess the special needs related to domestic violence, dating violence, sexual assault, and stalking. (limit 2,000 characters)

The special needs of persons experiencing domestic violence (DV), dating violence, sexual assault, and stalking is assessed with data entered in a comparable ServicePoint HMIS by Domestic Violence Resource Center (DVRC). An analysis on community need is performed using de-identified aggregate HMIS with comparable data extrapolated from the statewide OSNIUM system funded by the Oregon Department of Justice (DOJ) and the CoCs coordinated entry (CE) HMIS to document trends on the number of people and households experiencing homelessness due to DV.

The comparable HMIS data provides information on the special needs of victims to include communities of color, households with children, people with disabilities, previous homelessness and vulnerabilities. Data is used to determine a safety plan to include shelter and housing options. Housing stability outcomes include the ESG-funded DV shelter, a locally-funded transitional housing program and a HUD funded rapid rehousing program managed by DVRC, as well as housing choice through the CoCs coordinated entry system.

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In addition, data is extrapolated from the comparable HMIS to prepare the PIT and HIC documents that support CoC planning and resource prioritization.

The OSNIUM system provides a greater depth of data that includes all victims receiving victim assistance resources not connected to a shelter or housing program. OSNIUM data reflects an increase in people experiencing homelessness with 1,822 victims and survivors accessing DV services from July 1, 2018 through June 30, 2019. DVRC works closely with CoC housing providers to connect survivors with safe affordable housing, but the need far exceeds available resources. In July 2019, DVRC served 373 persons fleeing DV as compared to 247 persons in July 2018. Persons scoring highest on the Lethality and Risk Assessment access the limited beds dedicated to DV that include 24 beds shelter, 8 beds transitional housing, and 10 units of rapid rehousing.

#### \*1C-4. PHAs within CoC. Attachments Required.

Applicants must submit information for the two largest PHAs or the two PHAs with which the CoC has a working relationship within the CoC's geographic area.

Public Housing Agency Name	% New Admissions into Public Housing and Housing Choice Voucher Program during FY 2018 who were experiencing homelessness at entry	PHA has General or Limited Homeless Preference	PHA has a Preference for current PSH program participants no longer needing intensive supportive services, e.g., Moving On
Housing Authority of Washington County, PHA # OR22	44.44%	Yes-Both	Yes-HCV

#### 1C-4a. PHAs' Written Policies on Homeless Admission Preferences.

#### **Applicants must:**

- 1. provide the steps the CoC has taken, with the two largest PHAs within the CoC's geographic area or the two PHAs the CoC has working relationships with, to adopt a homeless admission preference—if the CoC only has one PHA within its geographic area, applicants may respond for one; or
- 2. state that the CoC does not work with the PHAs in its geographic area. (limit 2,000 characters)

The CoC has partnered with the Housing Authority of Washington County (HAWC), PHA # OR22, for more than 20 years to address the housing needs of homeless individuals and families, to include advocacy and support for adopting the General, Limited and Move-On homeless administrative preferences. HAWC is the only PHA in the CoC jurisdiction. In May 2012, the HAWC create an "Administrative Preference" Move-On policy for homeless persons in CoC Program permanent supportive housing (PSH) to receive a Section 8 Housing Choice Voucher (HCV) that results in housing stability when supportive services are no longer needed. The success of this Move-On policy has been realized in creating capacity to serve additional homeless persons through bed turnover, reduction in returns to homelessness (recidivism) from 10.9% in FY2012/13 to

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5% in FY2017/18, and a reduction in homelessness from 751 people in January 2012 to 530 people in January 2019.

In addition to the Homeless Administrative Preference that provides greater access to the HCV and Public Housing programs, the HAWC has project-based 19 units Section 8 Housing Choice Vouchers to serve chronically homeless/homeless adults with disabilities and manages the jurisdictions HUD-Veteran Affairs Supportive Housing (VASH) vouchers and Mainstream (Section 811) Vouchers in collaboration with the U.S. Veteran Affairs and community service providers. In November 2018, the Metro Affordable Housing Bond measure was passed by voters that will fund creation of 1,316 units in Washington County, of which the HAWC has committed to develop 100 units of PSH serving 0-30% AMI households in partnership with the CoC.

#### 1C-4b. Moving On Strategy with Affordable Housing Providers.

Applicants must indicate whether the CoC has a Moving On Strategy with affordable housing providers in its jurisdiction.

Yes

If "Yes" is selected above, describe the type of provider, for example, multifamily assisted housing owners, PHAs, Low Income Tax Credit (LIHTC) developments, or local low-income housing programs. (limit 1,000 characters)

In 2012 the Housing Authority of Washington County (HAWC) implemented the Move-On Strategy to assist homeless individuals and families participating in the CoC Program permanent supportive housing (PSH) to receive a Section 8 Housing Choice Voucher subsidy. The HAWC recently received Mainstream Vouchers and will prioritize these resources in alignment with the Move-On Strategy to provide participants with housing subsidy when the individual no longer needs intensive services and can live independently without ongoing supportive services.

The Housing Authority implemented the Move-On Strategy that provides an Administrative Preference for CoC Program participants in the Housing Choice Voucher Administrative Plan, Chapter 4.III.C: Selection Method, Administrative Preference (page 100). The Move-On Strategy is in partnership with service and housing providers, to include the PHA, low-income housing programs, LIGHTC, and affordable market-rate units. CoC Program participants are providing the opportunity to lease in-place if they want to keep their unit and sense of community or move to a unit of their choice in the community.

The CoC adopted HUD Notices 14-12 and 16-11 that prioritized turn-over units for the chronically homeless. The Move-On Strategy is an effective tool in creating capacity in the homeless system to serve persons experiencing homelessness.

#### 1C-5. Protecting Against Discrimination.

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Applicants must describe the actions the CoC has taken to address all forms of discrimination, such as discrimination based on any protected classes under the Fair Housing Act and 24 CFR 5.105(a)(2) – Equal Access to HUD-Assisted or -Insured Housing. (limit 2,000 characters)

To Affirmatively Further Fair Housing, the CoC Program Administrative Plan, Part 1 Anti-Discrimination establishes system-wide policy that is codified in the CoC coordinated entry policy and the ESG Manual with each policy referencing 24 CFR 5 Equal Access in Accordance with an Individual's Gender Identity. Recipients and subrecipients agencies attended training provided by HUD on 7/15/16, with annual Fair Housing Council of Oregon training attended by the CoC to include a Fair Housing Landlord Forum on 6/5/2019. Agencies train new staff upon hire and provide the opportunity to attend training sponsored by the Fair Housing Council of Oregon. The Washington County Office of Community Development hosts Fair Housing training to include training on anti-discrimination that addresses the rights of people without regard to sexual orientation, gender identify or marital status. Monitoring of CPD-funded programs includes review of agency policy and training to ensure shelter and housing placement and accommodations are made in a manner that support the individual's gender identity.

These policies and training reduce barriers experienced by persons who identify as LBGTQ and create greater access to emergency shelter, housing and services with a focus on the social determinants of health and housing stability can best be addressed to include addressing lost or disrupted relationships and discharge-related activities that may include a partner, extended family, or other support networks.

#### \*1C-5a. Anti-Discrimination Policy and Training.

Applicants must indicate whether the CoC implemented an antidiscrimination policy and conduct training:

1. Did the CoC implement a CoC-wide anti-discrimination policy that applies to all projects regardless of funding source?	Yes
2. Did the CoC conduct annual CoC-wide training with providers on how to effectively address discrimination based on any protected class under the Fair Housing Act?	Yes
3. Did the CoC conduct annual training on how to effectively address discrimination based on any protected class under 24 CFR 5.105(a)(2) – Equal Access to HUD-Assisted or -Insured Housing?	Yes

#### \*1C-6. Criminalization of Homelessness.

Applicants must select all that apply that describe the strategies the CoC implemented to prevent the criminalization of homelessness in the CoC's geographic area.

Engaged/educated local policymakers:		Х
2. Engaged/educated law enforcement:		X
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3. Engaged/educated local business leaders:	X
4. Implemented communitywide plans:	X
5. No strategies have been implemented:	
6. Other:(limit 50 characters)	

OR-506 CoC

## 1C-7. Centralized or Coordinated Assessment System. Attachment Required.

**Applicants must:** 

1. demonstrate the coordinated entry system covers the entire CoC geographic area;

2. demonstrate the coordinated entry system reaches people who are least likely to apply for homelessness assistance in the absence of special outreach; and

3. demonstrate the assessment process prioritizes people most in need of assistance and ensures they receive assistance in a timely manner. (limit 2,000 characters)

The CoCs coordinated entry (CE)-Community Connect-is accessible 24 hours a day, 7 days a week by calling the CE phone. The CE written standards are outlined in policy 578.7a-OR506CoC Community Connect that includes training requirements for all persons performing CE roles and responsibilities. The CE covers the CoC 727 square miles that comprise rural and suburban areas where transportation is a barrier. The two points of entry:

\*MOBILE-BASED assessment is performed by PATH and ESG outreach workers. The assessment provides people who are least likely to apply for homeless assistance with equal access to CoC housing and services to include chronically homeless living in vehicles, campsites and places not meant for human habitation. The engagement with outreach provides greater success in completing assessments for this population.

\*SITE-BASED assessment is performed by Community Resource Advocates (CRA) staffed at Community Action, a nonprofit provider agency that answers the 24/7 Community Connect phone scheduling CE appointments. CE assessments for specific populations that are least likely to apply for homeless assistance include the SafePlace Shelter serving runaway/homeless youth (7-days a week), the Family Justice Center serving victims of domestic violence (5-days a week), and the Hawthorn Mental Health Walk-In Center serving persons with mental illness and addictions (7-days a week).

The assessment tool uses HMIS to prioritize people most in need of assistance through a series of questions resulting in points. A range of programs are aligned with the points; e.g. high points will be referred to a permanent supportive housing program, as compared to a person with low points referred

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to transitional or rapid rehousing. Timeliness goal is to complete assessments within 5 business days from call for assistance, and referrals are made to programs that have vacancies using an HMIS Daily Summary report that posts program bed occupancy levels daily.

**Applicant:** Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

#### OR-506 CoC COC\_REG\_2019\_170685

## 1D. Continuum of Care (CoC) Discharge Planning

#### Instructions:

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

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Warning! The CoC Application score could be affected if information is incomplete on this formlet.

#### 1D-1. Discharge Planning Coordination.

Applicants must indicate whether the CoC actively coordinates with the systems of care listed to ensure persons who have resided in them longer than 90 days are not discharged directly to the streets, emergency shelters, or other homeless assistance programs. Check all that apply (note that when "None:" is selected no other system of care should be selected).

Foster Care:	Х
Health Care:	Х
Mental Health Care:	Х
Correctional Facilities:	Х
None:	

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### 1E. Local CoC Competition

#### Instructions

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#### Resources:

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Warning! The CoC Application score could be affected if information is incomplete on this formlet.

\*1E-1. Local CoC Competition–Announcement, Established Deadline, Applicant Notifications. Attachments Required.

Applicants must indicate whether the CoC:

1. informed project applicants in its local competition announcement about point values or other ranking criteria the CoC would use to rank projects on the CoC Project Listings for submission to HUD for the FY 2019 CoC Program Competition;	Yes
2. established a local competition deadline, and posted publicly, for project applications that was no later than 30 days before the FY 2019 CoC Program Competition Application submission deadline;	Yes
3. notified applicants that their project application(s) were being rejected or reduced, in writing along with the reason for the decision, outside of e-snaps, at least 15 days before the FY 2019 CoC Program Competition Application submission deadline; and	Yes
4. notified applicants that their project applications were accepted and ranked on the CoC Priority Listing in writing, outside of esnaps, at least 15 days before the FY 2019 CoC Program Competition Application submission deadline.	Yes

#### 1E-2. Project Review and Ranking-Objective Criteria.

Applicants must indicate whether the CoC used the following to rank and select project applications for the FY 2019 CoC Program Competition:

1. Used objective criteria to review and rank projects for funding (e.g., cost effectiveness of the project, performance data, type of population served);	Yes
2. Included one factor related to improving system performance (e.g., exits to permanent housing (PH) destinations, retention of PH, length of time homeless, returns to homelessness, job/income growth, etc.); and	Yes
3. Included a specific method for evaluating projects submitted by victim services providers that utilized data generated from a comparable database and evaluated these projects on the degree they improve safety for the population served.	Yes

### 1E-3. Project Review and Ranking-Severity of Needs and Vulnerabilities.

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**Applicants must describe:** 

1. the specific severity of needs and vulnerabilities the CoC considered when reviewing and ranking projects; and

2. how the CoC takes severity of needs and vulnerabilities into account when reviewing and ranking projects. (limit 2,000 characters)

The CoCs rating process for renewal/expansion project applications is performance-based and scored using the CoC-APR data report extrapolated from HMIS for the previous 12 months (July to June) to demonstrate project outcomes. The project rating matrix with a total score is derived from vulnerability criteria, performance outcomes, fiscal management of HUD funds, monitoring, and HMIS data quality. 19% or 5 of 27 points in the project design and performance are assigned to serving 50 percent or more vulnerable people with severity of needs to include one or more disabling conditions, persons living in places not meant for human habitation and people with zero cash income at entry and targeting chronic and DV populations. New project applicants are scored with 22% or 5 of 23 points possible program design points on how their program will target outreach, services and housing to assist underserved populations to include persons with a history of victimization such as domestic violence/human trafficking, chronic homeless, criminal histories, substance use disorders, and persons with disabilities.

The CoC prepares the rating score based on performance outcomes and the application narratives, with the CoC Board performing project threshold review, selection and ranking of projects to develop the CoC Priority Listing.

The CoC Program Application Rating and Ranking Process policy is available year-round on the website and included in the CoC Program Request For Proposals. The policy outlines the process the CoC Board follows in soliciting, reviewing, rating, and ranking projects. The CoC Board ranks the projects into Tier 1 and Tier 2 based on rating scores.

## 1E-4. Public Postings—CoC Consolidated Application. Attachment Required.

#### **Applicants must:**

- 1. indicate how the CoC made public the review and ranking process the CoC used for all project applications; or
- 2. check 6 if the CoC did not make public the review and ranking process; and
- 3. indicate how the CoC made public the CoC Consolidated Application-including the CoC Application and CoC Priority Listing that includes all project applications accepted and ranked or rejected-which HUD required CoCs to post to their websites, or partners websites, at least 2 days before the FY 2019 CoC Program Competition application submission deadline; or
- 4. check 6 if the CoC did not make public the CoC Consolidated Application.

Public Posting of Objective Review and Ranking Process	Public Posting of CoC Consolidate including: CoC Application, CoC F	
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**Applicant:** Washington County Department of Housing Services CoC

OR-506 CoC **Project:** OR-506 CoC Registration FY2019 COC REG 2019 170685

		Project Listings	
1. Email	X	1. Email	X
2. Mail		2. Mail	
3. Advertising in Local Newspaper(s)		3. Advertising in Local Newspaper(s)	
4. Advertising on Radio or Television		4. Advertising on Radio or Television	
5. Social Media (Twitter, Facebook, etc.)	X	5. Social Media (Twitter, Facebook, etc.)	X
6. Did Not Publicly Post Review and Ranking Process		6. Did Not Publicly Post CoC Consolidated Application	

#### 1E-5. Reallocation between FY 2015 and FY 2018.

Applicants must report the percentage of the CoC's ARD that was reallocated between the FY 2015 and FY 2018 CoC Program Competitions.

Reallocation: 1%

1E-5a. Reallocation—CoC Review of Performance of Existing Projects.

#### **Applicants must:**

- 1. describe the CoC written process for reallocation;
- 2. indicate whether the CoC approved the reallocation process:
- 3. describe how the CoC communicated to all applicants the reallocation process:
- 4. describe how the CoC identified projects that were low performing or for which there is less need; and
- 5. describe how the CoC determined whether projects that were deemed low performing would be reallocated. (limit 2,000 characters)

The CoC annually performs a gaps analysis using HMIS data extrapolated from the coordinated entry, annual PIT homeless count and the housing inventory chart (HIC). In accordance with CoC written standards outlined in policy 578.9-OR506 CoC Program Application Rating and Ranking, the CoC rates new and renewal project applications using the rating criteria to include the gaps analysis data on severity of need and vulnerability of the target population, the cost effectiveness of the project and performance in meeting the system performance measurement goals. The reallocation process is used by the CoC to shift funds in whole or part from existing low-performing renewal projects to create one or more new projects. The rating and reallocation process are available year-round on the CoC website, and was communicated in the CoC Program Request For Proposal following the HUD NOFA release, reviewed at the CoC monthly meeting and information shared with project applicants.

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In the FY2019 ranking process, the CoC identified reallocation of the Safe Haven renewal funds of \$297,426 as a result of being the lowest scoring application with 28 of 52 points based on the high cost of operating the program and the low performance outcomes where zero people exited to permanent housing, zero people increased employment income, people experience an increase in the length of time homelessness, and a very low bed utilization rate. The CoC is aware that HUD no longer funds new Safe Haven programs, and that the current Safe Haven funds could fund a new project proposal providing permanent rapid rehousing to an underserved and vulnerable population with housing barriers because of criminal history.

Applicant: Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC\_REG\_2019\_170685

### **DV Bonus**

#### Instructions

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

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1F-1 DV Bonus Projects.

Applicants must indicate whether the CoC is Yes requesting DV Bonus projects which are included on the CoC Priority Listing:

1F-1a. Applicants must indicate the type(s) of project(s) included in the CoC Priority Listing.

1. PH-RRH	X
2. Joint TH/RRH	
3. SSO Coordinated Entry	

Applicants must click "Save" after checking SSO Coordinated Entry to view questions 1F-3 and 1F-3a.

\*1F-2. Number of Domestic Violence Survivors in CoC's Geographic Area.

Applicants must report the number of DV survivors in the CoC's geographic area that:

Ų	Need Housing or Services	321.30	
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the CoC is Currently Serving	178.00
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#### 1F-2a. Local Need for DV Projects.

#### **Applicants must describe:**

- 1. how the CoC calculated the number of DV survivors needing housing or service in question 1F-2; and
- 2. the data source (e.g., HMIS, comparable database, other administrative data, external data source). (limit 500 characters)

HMIS comparable data for people in DV shelter and accessing coordinated entry (CE) in July 2019 totals 196 head-of-household (359 people) responded "yes" to CoC-APR Question 14a: Domestic Violence History. 10% of survivors need low-level support, e.g. move-in deposit, utility assistance, linkage to mainstream resources, 70% need moderate-level housing supports, e.g. 3 to 24 months rapid rehousing with services and 20% need long-term subsidy and services in permanent supportive housing.

#### 1F-4. PH-RRH and Joint TH and PH-RRH Project Applicant Capacity.

Applicants must provide information for each unique project applicant applying for PH-RRH and Joint TH and PH-RRH DV Bonus projects which the CoC is including in its CoC Priority Listing—using the list feature below.

Applicant Name	DUNS Number
Domestic Violence	798517132

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### 1F-4. PH-RRH and Joint TH and PH-RRH Project

#### **Applicant Capacity**

DUNS Number:	798517132	
Applicant Name:	Domestic Violence Resource Center	
Rate of Housing Placement of DV Survivors-Percentage:	90.00%	
Rate of Housing Retention of DV Survivors-Percentage:	100.00%	

#### 1F-4a. Rate of Housing Placement and Housing Retention.

#### Applicants must describe:

- 1. how the project applicant calculated the rate of housing placement and rate of housing retention reported in the chart above; and
- 2. the data source (e.g., HMIS, comparable database, other administrative data, external data source). (limit 500 characters)

90% of survivors in Domestic Violence Resource Center (DVRC) shelter and advocacy services accessed permanent housing. 100% retained their housing at 6-month and 12-month follow-ups. DVRC uses the state's OSNIUM client database and a comparable HMIS ServicePoint comparable database to track housing and service outcomes, to include housing retention rates.

#### 1F-4b. DV Survivor Housing.

Applicants must describe how project applicant ensured DV survivors experiencing homelessness were assisted to quickly move into permanent housing. (limit 2,000 characters)

DVRC supports survivors of domestic violence to determine their housing placement plan as part of the safety plan. When a Survivor requests to remain in Washington County for either work or support purposes, the DVRC housing case manager begins working with the Survivor to access the most appropriate permanent housing in the CoC. Determinants included job skills, number of children, access to employment and counseling services, and other support systems identified by the Survivor. When possible, homeless Survivors live in DVRC shelter and transitional housing programs while applying for appropriate permanent housing. DVRC works in partnership with the CoC coordinated entry (CE) system to access safe, affordable permanent housing to include subsidized housing programs in partnership with Washington County Department of Housing Services and Community Action Organization. DVRC holds a standard to rapidly rehouse Survivors within three weeks of CE assessment. DVRC works closely with the Survivor and leverages existing landlord/property management relationships that quickly process housing applications for background checks, apartment inspections, etc. Case managers assist Survivors to complete Rent Well tenant education classes and to address barriers to housing before the Survivor applies to a particular apartment.

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#### 1F-4c. DV Survivor Safety.

Applicants must describe how project applicant:

- 1. ensured the safety of DV survivors experiencing homelessness by:
- (a) training staff on safety planning;
- (b) adjusting intake space to better ensure a private conversation;
- (c) conducting separate interviews/intake with each member of a couple;
- (d) working with survivors to have them identify what is safe for them as it relates to scattered site units and/or rental assistance:
- (e) maintaining bars on windows, fixing lights in the hallways, etc. for congregate living spaces operated by the applicant;
- (f) keeping the location confidential for dedicated units and/or congregate living spaces set-aside solely for use by survivors; and
- 2. measured its ability to ensure the safety of DV survivors the project served.

#### (limit 2,000 characters)

Washington County (WCDHS) is the applicant that partners with the subrecipient, Domestic Violence Resource Center (DVRC), the primary provider of services and housing placement for Survivors. WCDHS manages the housing assistance and ensures safety of Survivors through trained staff and strict agency policy outlined in the CoC Program Administrative Plan, Ch 2 Fair Housing and Equal Opportunity, Part 2 Violence Against Women Act (VAWA) Notification, Documentation, Confidentiality.

DVRC employs Advocacy and Counseling staff trained to do Safety Planning with Survivors. Safety assessment includes questions related to lethality. Intake rooms at the shelter, advocacy and counseling offices are all private. The Survivor's information belongs to the Survivor and is only available to staff within DVRC unless there is written consent (ROI) by the Survivor to make certain information available to other providers. DVRC will never interview the suspected abusive partner. Services at the agency are Survivor-only services.

Based on conversations with the Survivor, DVRC may support a move out of the area or state through housing searches in other parts of the state and do soft hand-offs or move forward with housing in Washington County.

The DV shelter is in a confidential location, has security alarm systems, is a fenced property with locking gate, and is staffed 24/7 with staff and Survivors taught safety protocols. Windows and doors are locked at night and alarmed. No friends or family members are allowed to meet Survivors at the shelter and must arrange a meeting location within bus distance of the shelter. Assessment for placement in housing programs begins with a telephone intake followed by an in-person intake to review available shelter or housing placement options.

DVRC has maintained a safe, secure shelter location with no incidences of having to move Survivors because abusers have learned their location in the past year.

#### 1F-4d. Trauma-Informed, Victim-Centered Approaches.

#### **Applicants must describe:**

1. project applicant's experience in utilizing trauma-informed, victim-

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centered approaches to meet needs of DV survivors; and

2. how, if funded, the project will utilize trauma-informed, victim-centered approaches to meet needs of DV survivors by:

(a) prioritizing participant choice and rapid placement and stabilization in permanent housing consistent with participants' preferences;

- (b) establishing and maintaining an environment of agency and mutual respect, e.g., the project does not use punitive interventions, ensures program participant staff interactions are based on equality and minimize power differentials;
- (c) providing program participants access to information on trauma, e.g., training staff on providing program participant with information on trauma:
- (d) placing emphasis on the participant's strengths, strength-based coaching, questionnaires and assessment tools include strength-based measures, case plans include assessments of program participants strengths and works towards goals and aspirations;

(e) centering on cultural responsiveness and inclusivity, e.g., training on equal access, cultural competence, nondiscrimination;

(f) delivering opportunities for connection for program participants, e.g., groups, mentorships, peer-to-peer, spiritual needs; and

(g) offering support for parenting, e.g., parenting classes, childcare. (limit 4,000 characters)

- a. As applicants of the project, Washington County (WCDHS) and DVRC both employ staff trained in trauma-informed, client-centered care. DVRC client goals are the driving force behind all services provided from housing to counseling. DVRC services are provided without fees, including individual and group therapy for Survivors and their children. Any Survivor who enters services through one portal has access to all the services DVRC provides. DVRC is a trauma-informed agency and partners with the ACEs groups in our county for more than 4 years. Managers and staff received training both through professional groups and through county trainings.
- b. Clients in both housing and counseling receive training in understanding the effects of trauma on themselves and on their children. Empowerment is stressed, as is transparency and clarity in the services we offer. Regular all-staff meetings of the agency typically cover trauma-informed care at least once a year. County trainings through the ACEs partnership in Washington County are made available to all DVRC staff members who work directly with clients. c. DVRC services are client-centered and client-based, meaning that the client has open access to community-based advocacy for services, counseling in both groups and individually for themselves and children, and access to housing options. Clients set service and long-term goals in conversation with the case manager and then steps are outlined for the client to take in order to reach

based on not achieving or changing the goals.
d. All DVRC staff is trained regularly to be culturally and gender inclusiveness and our agency as robust programs for LatinX survivors and their children, as well as South Asian clients and children, the largest minorities in Washington County. If we do not have an appropriate bilingual advocate/counselor available, for instance, we work with language lines, including American Sign.

those goals. The goals remain in the client's hands and there is loss of service

e. Through community advocacy and counseling programs of DVRC clients are connected to both opportunities to give back and ways to build stronger support systems for themselves. Mutual support and encouragement between clients in housing or counseling programs is encouraged.

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f. Parents are offered parenting skills workshops, groups to help parents understand the trauma their children experience, and support in becoming a single-parent family. Children are offered Kids' club activities at housing, and counseling programs are provided by children/teen licensed counselors.

#### 1F-4e. Meeting Service Needs of DV Survivors.

Applicants must describe how the project applicant met services needs and ensured DV survivors experiencing homelessness were assisted to quickly move into permanent housing while addressing their safety needs, including:

- Child Custody
- Legal Services
- Criminal History
- Bad Credit History
- Education
- Job Training
- Employment
- Physical/Mental Healthcare
- Drug and Alcohol Treatment
- Childcare

#### (limit 2,000 characters)

DVRC has a robust community advocacy program, case management for housing including a full-time housing and employment specialist that works in conjunction with WorkSource Oregon, the states employment division, access to both counseling and mental health needs through DVRC and partner agencies, ability to enroll clients in Oregon Health Plan (OHP) if they don't have medical insurance, access to services for disability support, and access to Oregon Law Center for needed custody or family law services. DVRC provides, through advocacy, help in applying for protective orders in Washington County. A staff member is trained to provide Rent Well classes to clients which assist in identifying and overcoming barriers to housing. Through that program, DVRC is able to provide documentation to any landlord needing to address particular housing barriers, including criminal history and bad credit history. DVRC works with our co-located Oregon Department of Human Services staff to help clients obtain childcare in order to work or be retrained for work.

# 2A. Homeless Management Information System (HMIS) Implementation

#### Intructions:

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

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2A-1. HMIS Vendor Identification. Mediware

Applicants must review the HMIS software vendor name brought forward from FY 2018 CoC Application and update the information if there was a change.

#### 2A-2. Bed Coverage Rate Using HIC and HMIS Data.

#### Using 2019 HIC and HMIS data, applicants must report by project type:

Project Type	Total Number of Beds in 2019 HIC	Total Beds Dedicated for DV in 2019 HIC	Total Number of 2019 HIC Beds in HMIS	HMIS Bed Coverage Rate
Emergency Shelter (ES) beds	111	24	87	100.00%
Safe Haven (SH) beds	10	0	10	100.00%
Transitional Housing (TH) beds	119	8	111	100.00%
Rapid Re-Housing (RRH) beds	230	0	230	100.00%
Permanent Supportive Housing (PSH) beds	495	0	495	100.00%
Other Permanent Housing (OPH) beds	0	0	0	

2A-2a. Partial Credit for Bed Coverage Rates at or Below 84.99 for Any Project Type in Question 2A-2.

For each project type with a bed coverage rate that is at or below 84.99 percent in question 2A-2., applicants must describe:

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> 1. steps the CoC will take over the next 12 months to increase the bed coverage rate to at least 85 percent for that project type; and 2. how the CoC will implement the steps described to increase bed coverage to at least 85 percent. (limit 2,000 characters)

Not applicable

\*2A-3. Longitudinal System Analysis (LSA) Submission.

Applicants must indicate whether the CoC Yes submitted its LSA data to HUD in HDX 2.0.

\*2A-4. HIC HDX Submission Date.

Applicants must enter the date the CoC 04/19/2019 submitted the 2019 Housing Inventory Count (HIC) data into the Homelessness Data Exchange (HDX). (mm/dd/yyyý)

## 2B. Continuum of Care (CoC) Point-in-Time Count

#### Instructions:

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

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2B-1. PIT Count Date. 01/23/2019 Applicants must enter the date the CoC conducted its 2019 PIT count (mm/dd/yyyy).

2B-2. PIT Count Data-HDX Submission Date. 04/19/2019
Applicants must enter the date the CoC
submitted its PIT count data in HDX
(mm/dd/yyyy).

#### 2B-3. Sheltered PIT Count-Change in Implementation.

#### **Applicants must describe:**

- 1. any changes in the sheltered count implementation, including methodology or data quality methodology changes from 2018 to 2019, if applicable; and
- 2. how the changes affected the CoC's sheltered PIT count results; or 3. state "Not Applicable" if there were no changes. (limit 2,000 characters)

A total of 298 people sheltered in the 2019 PIT count, as compared to 163 people sheltered in the 2018 PIT count.

Changes in the CoC sheltered PIT implementation and methodology included increased shelter capacity through three winter shelters open on 1/23/2019 resulting in the counting of an additional 105 people "sheltered" in the 2019 PIT count, as compared to 2018 PIT count. In addition, the shelter and transitional housing programs increased bed utilization rates.

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#### \*2B-4. Sheltered PIT Count-Changes Due to Presidentially-declared Disaster.

OR-506 CoC

Applicants must select whether the CoC No added or removed emergency shelter, transitional housing, or Safe-Haven inventory because of funding specific to a Presidentially-declared disaster, resulting in a change to the CoC's 2019 sheltered PIT

#### 2B-5. Unsheltered PIT Count-Changes in Implementation.

#### Applicants must describe:

- 1. any changes in the unsheltered count implementation, including methodology or data quality methodology changes from 2018 to 2019, if applicable; and
- 2. how the changes affected the CoC's unsheltered PIT count results; or 3. state "Not Applicable" if there were no changes. (limit 2,000 characters)

A total of 232 people unsheltered in the 2019 PIT count, as compared to 359 people unsheltered in the 2018 PIT count.

Changes in the CoC unsheltered PIT implementation and methodology included:

131 provider agency staff, volunteers and homeless consumers participated in the 2019 PIT street outreach and interview process, an increase as compared to 39 in the 2018 PIT. This provided PIT teams to cover additional areas of the 727 square mile county area that is primarily suburban and rural with four major urban cities.

6 major cities all performed the street outreach and count on one night -1/23/2019 – as compared to counting over 7 days in 2018 PIT. 6 training sessions were held in 2019, as compared to 4 training sessions in 2018 PIT. The trainings included conducting interviews through a lens of racial equity and trauma-informed care.

#### \*2B-6. PIT Count-Identifying Youth Experiencing Homelessness.

#### **Applicants must:**

**Indicate whether the CoC implemented** Yes specific measures to identify youth experiencing homelessness in their 2019 PIT count.

#### 2B-6a. PIT Count-Involving Youth in Implementation.

#### Applicants must describe how the CoC engaged stakeholders serving

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#### youth experiencing homelessness to:

1. plan the 2019 PIT count;

- 2. select locations where youth experiencing homelessness are most likely to be identified; and
- 3. involve youth in counting during the 2019 PIT count. (limit 2,000 characters)

The CoC conducted nine planning sessions that included community stakeholders engaged in advocating for youth and service delivery to include HomePlate Youth Services that operates drop-in centers and outreach workers, Boys & Girls Aid providing shelter, housing and services for runaway/homeless youth, and McKinney-Vento Homeless Student Liaisons from each of the CoCs school districts. This network of youth-oriented providers has experience in working with youth who identify as LGBTQ as well as youth experiencing domestic violence, sexual assault, etc.

Focus groups were hosted with homeless/formerly homeless youth to develop a list of known locations where youth go for resources, to recruit youth-oriented volunteers to conduct PIT engagement and interviews, and solicit items to give youth at the PIT interview; e.g. hats, gloves, coats, meal cards, mass transit passes, etc.

Youth with lived experience in homelessness joined the PIT street outreach teams to engage with homeless at known locations identified by the stakeholders to include youth drop-in centers, libraries, schools, winter shelters operated by faith-partners, YMCA/YWCA, restaurants, and mass-transit/bus lines. Homeless/formerly homeless youth provided

The PIT included the new requirement to count parenting youth who are less than 18 years old. Given the expanded outreach focused on youth, the CoC reports a slight decline in youth homeless with 41 youth reported in 2019 PIT compared to 56 youth reported in 2018 PIT.

#### 2B-7. PIT Count-Improvements to Implementation.

Applicants must describe the CoC's actions implemented in its 2019 PIT count to better count:

- 1. individuals and families experiencing chronic homelessness;
- 2. families with children experiencing homelessness; and
- 3. Veterans experiencing homelessness. (limit 2,000 characters)

Actions to improve PIT:

Map campsite and vehicle parking areas. Eight months prior to the PIT, CoC and local city officials identified locations where chronic homeless live; e.g. tent campsites near waterways, cemetery lots, parks, and streets where people live in vehicles. Outreach workers develop trusting relationships with chronic homeless who provide personal identifying information (PII). Mapping locations of campsites supports the County's Emergency Operation Plan for preparedness to ensure people living in areas thought to be uninhabited will be notified during emergency events that require evacuation; e.g. wildland fire, chemical spill/toxic air. The locations mapped were visited during the 2019 PIT.

Annual Project Homeless Connect. Six months prior to the PIT, Sonrise Church

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hosted monthly planning meetings with stakeholders to host a one-day event aligned with the PIT that provided homeless individuals and families the opportunity to participate in the PIT interview, receive dental, food, clothing, access to mainstream resource providers, and coordinated entry assessment for referral to homeless housing programs. Homeless and formerly homeless participated in the planning meetings to provide input on services needed by families with children. The Oregon Department of Human Services and other family-oriented providers referred homeless families with children to the one-day event where they completed a PIT interview and received resources.

Homeless Veteran By-Name List (BNL). Community Action, VA outreach and social workers coordinate a team of housing and service providers focused on ending veteran homelessness. This team meets monthly to create a By-Name List and case conference homeless veterans derived from outreach workers, the CoC coordinated entry, the VA Community Based Outpatient Clinic (CBOC), and the VA Medical Hospital. Homeless status for BNL veterans was verified on the 1/23/19 and PII information submitted in the PIT.

### 3A. Continuum of Care (CoC) System **Performance**

#### Instructions

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

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\*3A-1. First Time Homeless as Reported in HDX.

#### **Applicants must:**

Report the Number of First Time Homeless as Reported in HDX.

703

#### 3A-1a. First Time Homeless Risk Factors.

#### **Applicants must:**

- 1. describe the process the CoC developed to identify risk factors the CoC uses to identify persons becoming homeless for the first time;
  2. describe the CoC's strategy to address individuals and families at risk
- of becoming homeless; and
- 3. provide the name of the organization or position title that is responsible for overseeing the CoC's strategy to reduce the number of individuals and families experiencing homelessness for the first time. (limit 2,000 characters)

First Time Homeless (Metric 5.2 SPM) increased with 703 people in FY2018 compared to 661 people in FY2017. Returns To Homelessness (Recidivism) decreased to 7% compared to 11% in FY2017 (Metric 2 SPM). As fewer people return to the homeless system, this creates capacity to serve newly homeless who previously may have been turned away due to a lack of housing capacity.

Coordinated entry assessment for risk factors determines whether a household would become homeless without prevention assistance include household income/savings, employment status, temporary illness or job loss, potential for increasing earned income, rental history, credit history, utility or rent increase,

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> budget and spending habits. People who are most likely to resolve their housing crisis are linked with other community-based social services, while people who need intensive prevention assistance resources due to higher vulnerability score and are at greater risk of homelessness are referred to a housing specialist and linked to social services supporting long-term housing stability.

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Strategies to prevent and address first time homelessness include alignment with the coordinated entry (CE) to quickly serve individuals and families. In 2018, CE assisted 889 households seeking prevention resources. People with a 72-hour eviction notice are provided an assessment within 24-hours of contacting the CE, with people at imminent risk or homeless provided an assessment within 5 business days. The assessment includes review of HMIS data to assess prior prevention/homeless program participation. The CE Housing Specialist works with people receiving Community Action prevention funds that include one month rent or utility assistance, short-term rent assistance for up to 6 months, and flexible prevention funds that pay rental or utility arrearages or deposits when people move to smaller units/affordable housing.

Community Action Organization is responsible for reducing first time homelessness.

#### \*3A-2. Length of Time Homeless as Reported in HDX.

#### **Applicants must:**

Report Average Length of Time Individuals and Persons in Families Remained Homeless as Reported in HDX.

#### 3A-2a. Strategy to Reduce Length of Time Homeless.

#### Applicants must:

- 1. describe the CoC's strategy to reduce the length of time individuals and persons in families remain homeless;
- 2. describe how the CoC identifies and houses individuals and persons in families with the longest lengths of time homeless; and
- 3. provide the name of the organization or position title that is responsible for overseeing the CoC's strategy to reduce the length of time individuals and families remain homeless. (limit 2,000 characters)

Average Length of Time (LOT) Homeless in ES, SH and TH increased to 112 days in FY2018 compared to 104 days in 2017 (Metric 1a.1.2). The increase is a direct result of persons residing longer in shelter beds if they have a housing plan with rental unit identified but waiting due to a tight rental market with 3% vacancy rate, and longer stays in the Safe Haven and VA-funded Grant-Per-Diem transitional housing as homeless persons desire to live in facility-based community.

The CoC strategies to reduce LOT include: 1) staffing a housing specialist to work with sheltered populations to reduce shelter stays; 2) reallocation of Safe Haven \$297,426 funds to create rapid rehousing, and convert Safe Haven

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facility to permanent supportive housing; 3) increased emphasis on turn-over of VA-GPD transitional beds and move veterans to permanent housing placement using HUD-VASH and other CoC housing resources; 4) leveraging the Metro Affordable Housing Bond approved by voters in November 2018 to develop 1,316 units affordable housing with 100 units designated for chronic homelessness households; and 5) Washington County government appropriated \$2 million in General Funds to create a Housing Opportunities Fund to provide gap funding supporting development of affordable housing units serving households below 60% AMI.

Coordinated entry (CE) assessment policy outlines the process to identify people with the longest LOT and prioritize these individuals for rehousing; e.g. chronic homeless are never turned away and are provided PSH in accordance with HUD CPD 16-011 adopted by the CoC on 8/3/16. Washington County Homeless Program Manager is responsible for overseeing strategy implementation.

## \*3A-3. Successful Permanent Housing Placement and Retention as Reported in HDX.

#### **Applicants must:**

	Percentage
1. Report the percentage of individuals and persons in families in emergency shelter, safe havens, transitional housing, and rapid rehousing that exit to permanent housing destinations as reported in HDX.	62%
2. Report the percentage of individuals and persons in families in permanent housing projects, other than rapid rehousing, that retain their permanent housing or exit to permanent housing destinations as reported in HDX.	94%

# 3A-3a. Exits to Permanent Housing Destinations/Retention of Permanent Housing.

#### **Applicants must:**

- 1. describe the CoC's strategy to increase the rate at which individuals and persons in families in emergency shelter, safe havens, transitional housing and rapid rehousing exit to permanent housing destinations;
- 2. provide the organization name or position title responsible for overseeing the CoC's strategy to increase the rate at which individuals and persons in families in emergency shelter, safe havens, transitional housing and rapid rehousing exit to permanent housing destinations;
- 3. describe the CoC's strategy to increase the rate at which individuals and persons in families in permanent housing projects, other than rapid rehousing, retain their permanent housing or exit to permanent housing destinations; and
- 4. provide the organization name or position title responsible for overseeing the CoC's strategy to increase the rate at which individuals and persons in families in permanent housing projects, other than rapid rehousing, retain their permanent housing or exit to permanent housing destinations.

(limit 2,000 characters)

7% increase in exits from ES, SH, TH, and RRH to PH with 62% in FY2018,

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#### 55% in FY2017 (Metric 7b.1)

CoC strategies to increase the rate of exits from ES, SH, TH, and RRH to permanent housing include: 1) Homeless remain in ES, SH and TH extra days awaiting PH unit, although this strategy increased the average LOT homeless, exits to PH increased; 2) Housing First model is adopted across the CoC ES, SH, TH, and RRH programs; 3) Housing Specialists work with landlords to identify units and provide education on supportive services and housing stability resources to remove stigma/concern with renting to homeless; 4) Expand mission-oriented landlords to include for profit developers; and 5) Educate landlords/property management on state-funded Rent Guarantee Fund aligned with Rent Well Tenant Course that guarantees payments to landlords for unpaid rents, property damage and eviction costs. Washington County Homeless Program Manager is responsible for strategy implementation.

2% increase in housing exit or retention from PH with 94% in FY2018, 92% in FY2017. (Metric 7b.2)

CoC strategies to increase retention in PH and exits to other permanent housing include: 1) Coordinate with Housing Authority to approve Move-On Strategy outcomes under the PHA Administrative Preference providing homeless in PSH with Section 8 Housing Choice Voucher subsidy that supports leasing in-place when the homeless no longer require intensive services provided in PH/PSH programs; 2) Expand Rent Well education that fosters housing stability through landlord/tenant education as well as budgeting; and 3) Expanding peer mentors with lived experience that work with landlords and walk alongside homeless individuals and families as they transition from street into PSH to reduce symptoms of crisis and trauma as a result of chronic homelessness or disability-related issues from escalating to the point of eviction. Washington County Homeless Program Manager is responsible for strategy implementation.

#### \*3A-4. Returns to Homelessness as Reported in HDX.

#### **Applicants must:**

	Percentage
1. Report the percentage of individuals and persons in families returning to homelessness over a 6-month period as reported in HDX.	2%
2. Report the percentage of individuals and persons in families returning to homelessness over a 12-month period as reported in HDX.	5%

#### 3A-4a. Returns to Homelessness-CoC Strategy to Reduce Rate.

#### **Applicants must:**

- 1. describe the strategy the CoC has implemented to identify individuals and persons in families who return to homelessness;
- 2. describe the CoC's strategy to reduce the rate of additional returns to homelessness; and
- 3. provide the name of the organization or position title that is responsible for overseeing the CoC's strategy to reduce the rate individuals and persons in families return to homelessness. (limit 2,000 characters)

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5% return over 12 months, decrease from 6% in 2017 (Metric 2) CoC strategy to identify returns: 1) HMIS data to determine prior homeless episodes; 2) use coordinated entry to assess factors that lead to homelessness; and 3) project-level analysis on the number of people returning from PH projects. The strategies used to reduce recidivism include: 1) coordinated entry (CE) assessment to document changes in household composition, income, debt owed, new or additional disabling conditions, and determine the most appropriate housing opportunities with referral; and 2) develop a coordinated approach for housing that includes additional client-centered services to address the factors resulting in a return to homelessness.

ES have a higher percent of recidivism within 12-months exit to PH. The CoC has identified two common factors that lead to the recidivism rate: 1) Shelter stay for families with children are not long enough to address underlying issues that may have caused the original episode of homelessness. Families tend to mask some of the domestic violence, mental illness and past trauma/crisis incidents; and 2) For safety reasons, the RHY-funded shelter encourages youth to return to shelter when exits to PH through family reunification does not work.

Strategies to be implemented in the next 12-months that will reduce the rate of additional returns include: 1) Expand training on trauma-informed care for shelter staff to diagnose trauma/PTSD to determine level of service need in PH placement or safe housing for persons experiencing domestic violence; 2) Housing Specialist assist with shelter exit to affordable housing that prevents return to homelessness as a result of economic or environmental factors; and 3) Increase housing options for RHY to include Second Home where the youth lives with a host family when family reunification is not a good option or does not work. Washington County Homeless Program Manager is responsible for strategy implementation.

#### \*3A-5. Cash Income Changes as Reported in HDX.

#### **Applicants must:**

	Percentage
1. Report the percentage of individuals and persons in families in CoC Program-funded Safe Haven, transitional housing, rapid rehousing, and permanent supportive housing projects that increased their employment income from entry to exit as reported in HDX.	23%
2. Report the percentage of individuals and persons in families in CoC Program-funded Safe Haven, transitional housing, rapid rehousing, and permanent supportive housing projects that increased their non-employment cash income from entry to exit as reported in HDX.	42%

#### 3A-5a. Increasing Employment Income.

#### **Applicants must:**

- 1. describe the CoC's strategy to increase employment income;
- 2. describe the CoC's strategy to increase access to employment;
- 3. describe how the CoC works with mainstream employment organizations to help individuals and families increase their cash income; and
- 4. provide the organization name or position title that is responsible for overseeing the CoC's strategy to increase jobs and income from

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## employment. (limit 2,000 characters)

23% adults exit with increased income in 2018, compared to 19% in 2017 (Metric 4.4)

CoC strategy to increase income leverages state and local workforce partnerships with private and mainstream employment. CoC assists homeless people to co-enroll in housing and employment opportunities through: 1) The Supported Employment Program that links people with disabilities residing in permanent supportive housing (PSH) to employment while providing disability-related services to assist people in retaining employment; 2) Vocational Rehabilitation provides assessment, counseling and training for people with disabilities residing in PSH to get and keep a job that matches their skills, interests and abilities; and 3) Develop internship opportunities with employers.

CoC strategy to increase access to employment includes: 1) Partnerships and linkage to job skills and employment available through WorkSource Oregon in the Aligned Partnership Program that trains case managers in career coaching and navigating the employment data base for job search, Health Careers NW, and other programs funded by the Workforce Innovation and Opportunity Act (WIOA) that provides people with job skills, career development and internships; 2) Participants receiving TANF benefits can access the JOBS-Plus program administered by the Oregon Department of Human Services; 3) Coenroll participants in CoC rapid rehousing in WIOA-funded Worksystems Inc. employment programs to leverage rent subsidy while the person completes skills and education training with intern position available; and 4) On 10/3/18 the Disability Rights of Oregon trained the CoC on accessing the Plan To Work Program.

CoC works to stabilize people, create a culture of employment – a belief that all people have a right and opportunity to work regardless of job history or disabilities – and support people as they engage with employment opportunities. Washington County Homeless Program Manager is responsible for strategy implementation.

#### 3A-5b. Increasing Non-employment Cash Income.

#### **Applicants must:**

- 1. describe the CoC's strategy to increase non-employment cash income;
- 2. describe the CoC's strategy to increase access to non-employment cash sources;
- provide the organization name or position title that is responsible for overseeing the CoC's strategy to increase non-employment cash income.

42% adults exit with increased non-employment cash income in 2018, compared to 29% increased income in 2017 (Metric 4.5)

The CoC strategy to increase non-employment cash income includes: 1)

Coordinated entry (CE) referrals linking homeless with ASSIST Program that works with disabled populations to access Social Security benefits; 2) Alignment with CoC representatives from the Veteran Service Officers at the County and Veteran Affairs (VA) agencies for service-connect and non-service connect disability benefits; and 3) Linking CoC provider staff with SOAR training.

Accessing non-employment cash income has increased through implementation

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of: 1) Co-located CE at the Oregon Department of Human Services to access TANF, GA, and other services through a one-stop assessment process; and 2) Provide training to CoC providers on how to file for child support on behalf of the single-parent with child(ren). Community Action is responsible for strategy implementation.

#### 3A-5c. Increasing Employment. Attachment Required.

**Applicants must describe how the CoC:** 

- 1. promoted partnerships and access to employment opportunities with private employers and private employment organizations, such as holding job fairs, outreach to employers, and partnering with staffing agencies; and
- 2. is working with public and private organizations to provide meaningful, education and training, on-the-job training, internship, and employment opportunities for residents of permanent supportive housing that further their recovery and well-being. (limit 2,000 characters)

The CoC established relationships with human resource (HR) staff at public and nonprofit agencies and private businesses who send notices to the CoC on employment opportunities. The CoC systematically shares information on monthly job fairs, bi-annual Employment Connect events that hosted employers, and daily job posting through the CoC email listserv (500+ contacts). Partner agencies include Worksystems Inc. funded by WIOA, WorkSource Oregon (the state's employment division), Oregon Department of Human Services (DHS), school districts, nonprofit housing and service providers, faith-based organizations, private business to include manufacturing, food processing, retail, etc. The VA host bi-annual Veteran Stand Down events to assist veterans in accessing employment opportunities. Creating a continuum of employment opportunities, the CoC staff focus on career development by leveraging DHS and WorkSource program agreements to provide education, job skill training, internship opportunities, and employment. Portland Community College is colocated in the same building with Worksource.

Homeless program participants in permanent supportive housing are assisted to access and retain employment through specialized programs to include the Supported Employment Program and Vocational Rehabilitation programs administered by CoC partner agencies serving homeless participants with disabilities. On 10/3/18, CoC received training from Disability Rights of Oregon on the national VCU Work Incentives Planning and Assistance (WIPA) program. Homeless program participants access these programs through CoC provider partners.

#### 3A-5d. Promoting Employment, Volunteerism, and Community Service.

Applicants must select all the steps the CoC has taken to promote employment, volunteerism and community service among people experiencing homelessness in the CoC's geographic area:

The CoC trains provider organization staff on connecting program peducation and job training opportunities.	articipants and people experiencing	homelessness with	
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2. The CoC trains provider organization staff on facilitating informal employment opportunities for program participants and people experiencing homelessness (e.g., babysitting, housekeeping, food delivery).	
3. The CoC trains provider organization staff on connecting program participants with formal employment opportunities.	
4. The CoC trains provider organization staff on volunteer opportunities for program participants and people experiencing homelessness.	
5. The CoC works with organizations to create volunteer opportunities for program participants.	
6. The CoC works with community organizations to create opportunities for civic participation for people experiencing homelessness (e.g., townhall forums, meeting with public officials).	
7. Provider organizations within the CoC have incentives for employment.	
8. The CoC trains provider organization staff on helping program participants budget and maximize their income to maintain stability in permanent housing.	

**3A-6. System Performance Measures** 05/24/2019 **Data–HDX Submission Date** 

Applicants must enter the date the CoCs submitted its FY 2018 System Performance Measures data in HDX. (mm/dd/yyyy)

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# 3B. Continuum of Care (CoC) Performance and Strategic Planning Objectives

OR-506 CoC

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#### Instructions

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

#### Resources:

The FY 2019 CoC Application Detailed Instruction can be found at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources
The FY 2019 CoC Program Competition Notice of Funding Availability at: https://www.hudexchange.info/programs/e-snaps/fy-2019-coc-program-nofa-coc-program-competition/#nofa-and-notices

Warning! The CoC Application score could be affected if information is incomplete on this formlet.

#### 3B-1. Prioritizing Households with Children.

Applicants must check each factor the CoC currently uses to prioritize households with children for assistance during FY 2019.

1. History of or Vulnerability to Victimization (e.g. domestic violence, sexual assault, childhood abuse)	X
2. Number of previous homeless episodes	X
3. Unsheltered homelessness	X
4. Criminal History	X
5. Bad credit or rental history	Х
6. Head of Household with Mental/Physical Disability	X

#### 3B-1a. Rapid Rehousing of Families with Children.

#### **Applicants must:**

- 1. describe how the CoC currently rehouses every household of families with children within 30 days of becoming homeless that addresses both housing and service needs;
- 2. describe how the CoC addresses both housing and service needs to ensure families with children successfully maintain their housing once

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#### assistance ends; and

3. provide the organization name or position title responsible for overseeing the CoC's strategy to rapidly rehouse families with children within 30 days of them becoming homeless. (limit 2,000 characters)

The CoC strategy to quickly house families within 30 days focuses on diversion from the homeless shelter system using coordinated entry that leverages a Housing Specialist to assist the family to complete housing applications using CoC, ESG, SSVF, and other funded rent subsidy. The CoC prioritizes families based on vulnerability score – with shelter and rapid rehousing as emergency crisis interventions. Homeless experiencing disabling conditions and long-term homelessness are referred directly to shelter and/or permanent supportive housing programs that use a housing first model.

Rapid rehousing (RRH) provides choice in location of affordable housing that meets the amenities required by the family to be successful. Housing is provided through either tenant-based rent assistance in market rate housing or set-aside affordable housing units at property sites owned by the Housing Authority. CE provides families maximum flexibility in providing children the opportunity to continue education in their school of origin. The CoC RRH programs are housing first and do not screen out individuals based on no or low-income, addictions, domestic violence, or criminal history. Client-centered services are provided to all persons in the household and focuses on strengths to include increased earned income through job skills training and assistance in applying for non-cash benefits. Families receive an array of services and may contact their service provider following exit from the program to access other community resources to retain their housing and avoid a return to homelessness; e.g. utility assistance, prevention rent assistance, food pantry, etc.

During Federal FY2018, the CoC reports 23 days as the average length of time between project start and housing move-in for families, successfully meeting the less than 30 day goal. Washington County Homeless Program Manager is responsible for oversight of this strategy implementation.

#### 3B-1b. Antidiscrimination Policies.

Applicants must check all that apply that describe actions the CoC is taking to ensure providers (including emergency shelter, transitional housing, and permanent housing (PSH and RRH)) within the CoC adhere to antidiscrimination policies by not denying admission to or separating any family members from other members of their family or caregivers based on any protected classes under the Fair Housing Act, and consistent with 24 CFR 5.105(a)(2) - Equal Access to HUD-Assisted or -Insured Housing.

1. CoC conducts mandatory training for all CoC- and ESG-funded housing and services providers on these topics.	
2. CoC conducts optional training for all CoC- and ESG-funded housing and service providers on these topics.	X

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3. CoC has worked with ESG recipient(s) to adopt uniform anti-discrimination policies for all subrecipients.	X
4. CoC has worked with ESG recipient(s) to identify both CoC- and ESG-funded facilities within the CoC geographic area that might be out of compliance and has taken steps to work directly with those facilities to come into compliance.	

## 3B-1c. Unaccompanied Youth Experiencing Homelessness–Addressing Needs.

Applicants must indicate whether the CoC's strategy to address the unique needs of unaccompanied youth experiencing homelessness who are 24 years of age and younger includes the following:

1. Unsheltered homelessness	Yes
2. Human trafficking and other forms of exploitation	Yes
3. LGBT youth homelessness	Yes
4. Exits from foster care into homelessness	Yes
5. Family reunification and community engagement	Yes
6. Positive Youth Development, Trauma Informed Care, and the use of Risk and Protective Factors in assessing youth housing and service needs	Yes

## 3B-1c.1. Unaccompanied Youth Experiencing Homelessness–Prioritization Based on Needs.

Applicants must check all that apply that describes the CoC's current strategy to prioritize unaccompanied youth based on their needs.

1. History of, or Vulnerability to, Victimization (e.g., domestic violence, sexual assault, childhood abuse)	X
2. Number of Previous Homeless Episodes	X
3. Unsheltered Homelessness	X
4. Criminal History	X
5. Bad Credit or Rental History	X

## **3B-1d. Youth Experiencing Homelessness–Housing and Services Strategies.**

Applicants must describe how the CoC increased availability of housing and services for:

- 1. all youth experiencing homelessness, including creating new youthfocused projects or modifying current projects to be more youth-specific or youth-inclusive; and
- 2. youth experiencing unsheltered homelessness including creating new

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# youth-focused projects or modifying current projects to be more youth-specific or youth-inclusive. (limit 3,000 characters)

The CoC increased housing and services through increased funding and reprogrammed funds to expand capacity in housing services for all youth experiencing homelessness to include: 1) HomePlate Youth increased unshelter homeless youth services through a new \$50,000 private foundation funds to pilot a new program called HomePlate Opportunity Project – a scholarship and supportive fund for access to college, workforce training or trade schools; 2) Expanded youth-focused outreach from 2 FTE to 4 FTE to allow capacity for the HomePlate outreach team to move to a regionalization model with outreach workers assigned to each area of the CoC; 3) HomePlate will open additional drop-in center in Aloha in September 2019; 4) Boys & Girls Aid received \$100,000 in remodel funds from the City of Hillsboro to convert its multi-user restrooms to single-user restrooms at the Safe Place shelter addressing the needs of runaway and homeless youth, particularly LGBTQ youth who are among the most at risk within the RHY population - private restrooms with showers will increase the safety and well-being of all youth at Safe Place; and 5) Advocacy at the Oregon legislative session increase resources for youth to increase RHY and other state funds serving runaway and homeless youth, CoC partner agencies join membership in the Oregon Alliance of Children's Program (OACP) and Oregon Homeless Youth Advisory Committee to advocate on legislative policy and funding that resulted in an increase of Runaway Homeless Youth (RHY) funds in 2019 Oregon Legislative Session.

Other strategies include marketing program outcomes with private solicitations and leveraging agency resources with philanthropic funds. The school district McKinney-Vento Homeless Liaisons work closely with the CoC coordinated entry (CE) system to provide housing and services to unaccompanied youth.

## 3B-1d.1. Youth Experiencing Homelessness–Measuring Effectiveness of Housing and Services Strategies.

#### **Applicants must:**

- 1. provide evidence the CoC uses to measure each of the strategies in question 3B-1d. to increase the availability of housing and services for youth experiencing homelessness;
- 2. describe the measure(s) the CoC uses to calculate the effectiveness of both strategies in question 3B-1d.; and
- 3. describe why the CoC believes the measure it uses is an appropriate way to determine the effectiveness of both strategies in question 3B-1d. (limit 3,000 characters)

The CoC uses data driven evidence to measure the most recent performance outcomes for increased housing and services for all youth, to include unsheltered youth. The CoC compared 12-month data from youth-oriented and family outreach, shelter and housing programs using HMIS CoC-APR for period ending 9/30/2018, the HMIS System Performance Measurement reports for period ending 9/30/2018, and the HMIS Longitudinal Systems Analysis (LSA) for period ending 9/30/2018.

Annual analysis is performed to compare the number of youth who achieve the

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following outcomes as a percent of the total youth participant population, and compares the data to the prior 12-month period:

a) Number of youth "engaged" as compared to number of youth contacted/outreached (HUD CoC-APR Q9a and Q9b, and supported by SPM Metric 7: Successful Placement from Street Outreach)
Outcome: 27% engaged in housing and services FY2017/18 compared to 24%

in FY2016/17.

b) Number of exits from youth shelter and transitional housing programs to permanent housing destinations to include family reunification (HUD CoC-APR Q23a and 23b Exit Destinations).

Outcome: 48% exit to permanent housing destination in FY2017/18 as compared to 54% in FY2016/17.

c) Recidivism rates (SPM Metric 2). Outcome: 7% FY2017/18 compared to 11% FY2016/17. Note: Includes all populations, not just youth.

The LSA provides homeless demographics by age and by housing type to determine system capacity through bed utilization and turnover rates. The annual point-in-time (PIT) homeless count provides trend data on homeless youth that may not be captured in the homeless outreach and program participation. Use of these three reports is an effective way to measure both programmatic engagement with youth and system performance to assist homeless youth from outreach/engagement through exit to independent permanent housing.

#### 3B-1e. Collaboration-Education Services.

#### **Applicants must describe:**

- 1. the formal partnerships with:
  - a. youth education providers;
  - b. McKinney-Vento LEA or SEA; and
  - c. school districts; and
- 2. how the CoC collaborates with:
  - a. youth education providers;
  - b. McKinney-Vento Local LEA or SEA; and
  - c. school districts.

(limit 2,000 characters)

CoC partnerships align with the Education for Homeless Children and Youth (EHCY) authorized under Title VII-B and reauthorized under Every Student Succeeds Act (ESSA). Local Education Agencies (LEA) active in the CoC include McKinney-Vento Act Local Education Liaisons representing seven school districts that comprise the Homeless Education Network (HEN) and the State Education Agencies (SEA) representing the Family Justice Initiative, Oregon Department of Education and Oregon Department of Human Services.

CoC membership includes SEA, LEA, Local Education Liaisons, and youth housing and service providers (e.g. Boys & Girls Aid, HomePlate Youth Services, Youth Contact) working collectively in monthly HEN meetings to build

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upon cross-district communications, planning, and create resources to address gaps in the education, health and housing systems. The CoC Board includes a Local Education Liaison position representing the HEN.

Local Education Liaisons identify persons eligible for homeless and education services, refer youth and families to the CoC coordinated entry (CE) system and work with shelter providers to coordinate enrollment and transportation to school of origin. CE and provider job descriptions include EHCY requirements on informing student education rights and flyers are provided to homeless containing the Local Education Liaison contact information for each school district.

Working in alignment with the CoC, the Early Learning Washington County (ELWC) is implementing a culturally responsive and effective early learning system targeted to children 0 to 6 years. ELWC focuses on early learning services that prepare children for educational and life success through culturally responsive services to include literacy kits, STEM materials (Science, Technology, Engineering, and Math), and providing quality preschool slots to children living in poverty.

## 3B-1e.1. Informing Individuals and Families Experiencing Homeless about Education Services Eligibility.

Applicants must describe policies and procedures the CoC adopted to inform individuals and families who become homeless of their eligibility for education services. (limit 2,000 characters)

The CoC Board includes a representative from the Forest Grove School District who serves as the McKinney-Vento Homeless Liaison and is the co-chair of the Homeless Education Network (HEN) representing all school districts in the CoC. The CoC has developed, in partnership with the HEN, a section of the coordinated entry (CE) policy 578.7a "Community Connect", Section 1.6 McKinney-Vento Act Local Education Agency (LEA) and Appendix 10.3 Question 8 that reads "Are children age enrolled in school, Head Start or Early Intervention?" This data is captured in HMIS and information is then provided on the resources available through the appropriate LEA contact information.

Each CoC program serving youth and families with children has a designated position (e.g. case manager or Family Advocate), that works with youth to ensure the school age child has access to education and completion of high school diploma or GED. In addition, designated staff assists youth with education opportunities to attend ESL (English Second Language) and career development courses at WorkSource Oregon, the state's public employment agency.

The CoC monitors compliance system compliance through responses to the CE assessment, and monitors program compliance through annual on-site monitoring review of case notes in client files and/or HMIS case notes.

## 3B-1e.2. Written/Formal Agreements or Partnerships with Early Childhood Services Providers.

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Applicant must indicate whether the CoC has an MOU/MOA or other types of agreements with listed providers of early childhood services and supports and may add other providers not listed.

	MOU/MOA	Other Formal Agreement
Early Childhood Providers	Yes	No
Head Start	Yes	No
Early Head Start	Yes	No
Child Care and Development Fund	Yes	No
Federal Home Visiting Program	Yes	No
Healthy Start	Yes	No
Public Pre-K	Yes	No
Birth to 3 years	Yes	No
Tribal Home Visting Program	No	No
Other: (limit 50 characters)		
Early Learning Hub	Yes	No

#### 3B-2. Active List of Veterans Experiencing Homelessness.

Applicant must indicate whether the CoC Yes uses an active list or by-name list to identify all veterans experiencing homelessness in the CoC.

#### 3B-2a. VA Coordination–Ending Veterans Homelessness.

Applicants must indicate whether the CoC is Yes actively working with the U.S. Department of Veterans Affairs (VA) and VA-funded programs to achieve the benchmarks and criteria for ending veteran homelessness.

#### 3B-2b. Housing First for Veterans.

Applicants must indicate whether the CoC No has sufficient resources to ensure each veteran experiencing homelessness is assisted to quickly move into permanent housing using a Housing First approach.

#### 3B-3. Racial Disparity Assessment. Attachment Required.

#### **Applicants must:**

1. select all that apply to indicate the findings from the CoC's Racial Disparity Assessment; or

2. select 7 if the CoC did not conduct a Racial Disparity Assessment.

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1. People of different races or ethnicities are more likely to receive homeless assistance.	X
2. People of different races or ethnicities are less likely to receive homeless assistance.	X
3. People of different races or ethnicities are more likely to receive a positive outcome from homeless assistance.	
4. People of different races or ethnicities are less likely to receive a positive outcome from homeless assistance.	X
5. There are no racial or ethnic disparities in the provision or outcome of homeless assistance.	
6. The results are inconclusive for racial or ethnic disparities in the provision or outcome of homeless assistance.	
7. The CoC did not conduct a racial disparity assessment.	

#### 3B-3a. Addressing Racial Disparities.

Applicants must select all that apply to indicate the CoC's strategy to address any racial disparities identified in its Racial Disparities Assessment:

1. The CoC is ensuring that staff at the project level are representative of the persons accessing homeless services in the CoC.	X
2. The CoC has identified the cause(s) of racial disparities in their homeless system.	
3. The CoC has identified strategies to reduce disparities in their homeless system.	x
4. The CoC has implemented strategies to reduce disparities in their homeless system.	
5. The CoC has identified resources available to reduce disparities in their homeless system.	
6: The CoC did not conduct a racial disparity assessment.	

# 4A. Continuum of Care (CoC) Accessing Mainstream Benefits and Additional Policies

#### Instructions:

Guidance for completing the application can be found in the FY 2019 CoC Program Competition Notice of Funding Availability and in the FY 2019 CoC Application Detailed Instructions. Please submit technical questions to the HUD Exchange Ask-A-Question at https://www.hudexchange.info/program-support/my-question/

#### Resources:

The FY 2019 CoC Application Detailed Instruction can be found at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources
The FY 2019 CoC Program Competition Notice of Funding Availability at: https://www.hudexchange.info/programs/e-snaps/fy-2019-coc-program-nofa-coc-program-competition/#nofa-and-notices

Warning! The CoC Application score could be affected if information is incomplete on this formlet.

#### 4A-1. Healthcare-Enrollment/Effective Utilization

Applicants must indicate, for each type of healthcare listed below, whether the CoC assists persons experiencing homelessness with enrolling in health insurance and effectively utilizing Medicaid and other benefits.

Type of Health Care	Assist with Enrollment	Assist with Utilization of Benefits?
Public Health Care Benefits (State or Federal benefits, Medicaid, Indian Health Services)	Yes	Yes
Private Insurers:	Yes	Yes
Non-Profit, Philanthropic:	Yes	Yes
Other: (limit 50 characters)		

#### 4A-1a. Mainstream Benefits.

#### **Applicants must:**

- 1. describe how the CoC systematically keeps program staff up to date regarding mainstream resources available for program participants (e.g., Food Stamps, SSI, TANF, substance abuse programs) within the geographic area;
- 2. describe how the CoC disseminates the availability of mainstream resources and other assistance information to projects and how often;
- 3. describe how the CoC works with projects to collaborate with healthcare organizations to assist program participants with enrolling in

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#### health insurance:

4. describe how the CoC provides assistance with the effective utilization of Medicaid and other benefits; and

5. provide the name of the organization or position title that is responsible for overseeing the CoC's strategy for mainstream benefits. (limit 2,000 characters)

Mainstream Benefit program staff attend CoC monthly meetings to report on new program notices to keep provider agency staff up-to-date on resources available. The CoC systemically informs housing and service provider staff on a daily basis through the CoC listserv (500+ email contacts) to include training opportunities to assist their clients in applying for state/federal benefits, changes to program funding and rules, and new programs. At CoC meetings, the Oregon Department of Human Services (OR-DHS) provides regular updates on SNAP, TANF, General Assistance, Employment Related Day Care (EDRC), and the Jobs+ Program. On 6/12/2019, the Social Security Administration (SSA) hosted annual training attended by CoC members on the electronic application process for SSI/SSDI benefits to include medical rules for eligibility, DDS process, tracking claims, etc. CoC members are trained in SOAR. Worksource Oregon provides information on unemployment insurance and works with providers to assist homeless in the Aligned Partner Program.

CoC collaborates with Virginia Garcia Memorial Health Clinic and CareOregon, a care coordination organization, helps homeless apply for Affordable Care Act (ACA) benefits and health services. County Health and Human Services works with providers to access billing for Medicaid eligible expenses and provides access to Women, Infant and Children (WIC) assistance. Kaiser Permanente to improve care coordination using Medicaid and Oregon Health Authority funds.

At the Coordinated entry (CE) assessment, homeless are provided information on how to access mainstream benefits and agency contact information on how to apply for health insurance. This information is entered into HMIS and available to the housing/service providers that receive the referral from coordinated entry. Program case workers document participant access to benefits in HMIS. Washington County Homeless Program Manager is responsible for mainstream benefit strategy.

#### 4A-2. Lowering Barriers to Entry Data:

#### Applicants must report:

1. Total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe-Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in FY 2019 CoC Program Competition.	9
2. Total number of new and renewal CoC Program-funded PSH, RRH, SSO non-coordinated entry, Safe-Haven, and Transitional Housing projects the CoC has ranked in its CoC Priority Listing in FY 2019 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing.	9
Percentage of new and renewal PSH, RRH, Safe-Haven, SSO non-Coordinated Entry projects the CoC has ranked in its CoC Priority Listing in the FY 2019 CoC Program Competition that reported that they are lowering barriers to entry and prioritizing rapid placement and stabilization to permanent housing.	

#### 4A-3. Street Outreach.

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#### **Applicants must:**

1. describe the CoC's street outreach efforts, including the methods it uses to ensure all persons experiencing unsheltered homelessness are identified and engaged;

2. state whether the CoC's Street Outreach covers 100 percent of the CoC's geographic area;

3. describe how often the CoC conducts street outreach; and

4. describe how the CoC tailored its street outreach to persons experiencing homelessness who are least likely to request assistance. (limit 2,000 characters)

CoC outreach is flexible and responsive in scheduling; e.g. early morning, late evening and weekends in addition to regular Monday through Friday weekly outreach activities. Four outreach teams exist: HomePlate focus is runaway and homeless youth; Luke-Dorf PATH and ESG-funded outreach workers focus on adults with severe mental illness, chronic homeless and the general homeless population; VA outreach worker focus is homeless veterans; and a Paired Outreach focus on remote campsite/vehicle parking engagement that combines homeless outreach workers with a Sheriff Deputy that provides a safety function to accompany homeless outreach workers in remote areas.

Teams cover 100% of the 727 square mile CoC area that provides effective identification of all homeless subpopulations. Weekly outreach activities are scheduled in locations where homeless congregate; e.g. Mass-transit/MAX lines, day centers, libraries, soup kitchens, food pantries, campsites, reports by community partners to include law enforcement, fire/EMS, Oregon Department of Transportation, Oregon Forestry, Metro Parks & Nature Division, faith-based organizations, and private citizens.

The CoC tailored outreach to persons least likely to request assistance through a collaborative and coordinated network comprising the four teams who meet every two months to develop outreach plans, scheduling, and share engagement challenges. Outreach staff actively engage in the development of By-Name Lists that identify veterans and homeless individuals and families. Washington County has signed on to the national "Built for Zero" initiative to end chronic and veteran homelessness.

Outreach operates as the mobile-arm of the CoC coordinated entry system. Homeless persons eager to participate in coordinated entry are assessed using the same CoC written standards, policy and training as the site-based coordinated entry assessment.

#### 4A-4. RRH Beds as Reported in HIC.

Applicants must report the total number of rapid rehousing beds available to serve all household types as reported in the Housing Inventory Count (HIC) for 2018 and 2019.

	2018	2019	Difference
RRH beds available to serve all populations in the HIC	159	230	71

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## 4A-5. Rehabilitation/Construction Costs-New No Projects.

Applicants must indicate whether any new project application the CoC ranked and submitted in its CoC Priority Listing in the FY 2019 CoC Program Competition is requesting \$200,000 or more in funding for housing rehabilitation or new construction.

**4A-6. Projects Serving Homeless under Other** No Federal Statutes.

Applicants must indicate whether the CoC is requesting to designate one or more of its SSO or TH projects to serve families with children or youth defined as homeless under other federal statutes.

## 4B. Attachments

#### **Instructions:**

Multiple files may be attached as a single .zip file. For instructions on how to use .zip files, a reference document is available on the e-snaps training site: https://www.hudexchange.info/resource/3118/creating-a-zip-file-and-capturing-a-screenshotresource

Document Type	Required?	Document Description	Date Attached
_FY 2019 CoC Competition Report (HDX Report)	Yes	2019 CoC Competit	08/13/2019
1C-4.PHA Administration Plan–Moving On Multifamily Assisted Housing Owners' Preference.	No	PHA OR22 Move-On	08/13/2019
1C-4. PHA Administrative Plan Homeless Preference.	No	PHA OR22 Homeless	08/13/2019
1C-7. Centralized or Coordinated Assessment System.	Yes	1C-7 Coordineated	09/13/2019
1E-1.Public Posting–15-Day Notification Outside e- snaps–Projects Accepted.	Yes	Public Posting 15	09/02/2019
1E-1. Public Posting–15-Day Notification Outside e- snaps–Projects Rejected or Reduced.	Yes	Public Posting 15	09/02/2019
1E-1.Public Posting–30-Day Local Competition Deadline.	Yes	1E-1 Public Posti	09/13/2019
1E-1. Public Posting–Local Competition Announcement.	Yes	1E-1 Public Posti	09/13/2019
1E-4.Public Posting–CoC- Approved Consolidated Application	Yes	Public Posting_Fi	09/20/2019
3A. Written Agreement with Local Education or Training Organization.	No	Agreement_Local E	09/20/2019
3A. Written Agreement with State or Local Workforce Development Board.	No	Agreement with St	09/20/2019
3B-3. Summary of Racial Disparity Assessment.	Yes	OR506CoC Summary	09/02/2019
4A-7a. Project List-Homeless under Other Federal Statutes.	No		
Other	No	HMIS Governance C	09/02/2019
Other	No	Agreement Roles a	09/02/2019

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Applicant: Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC\_REG\_2019\_170685

Other No	CoC Application R	09/13/2019
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OR-506 CoC COC\_REG\_2019\_170685

## **Attachment Details**

**Document Description:** 2019 CoC Competition Report HDX\_Or506 CoC

### **Attachment Details**

Document Description: PHA OR22 Move-On Preference\_OR506CoC

### **Attachment Details**

**Document Description:** PHA OR22 Homeless Preference\_OR506CoC

## **Attachment Details**

**Document Description:** 1C-7 Coordineated Entry System Policy

### **Attachment Details**

**Document Description:** Public Posting 15-Day Notice Projects Accepted

### **Attachment Details**

**Document Description:** Public Posting 15-Day Notice Projects Rejected

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OR-506 CoC COC\_REG\_2019\_170685

### **Attachment Details**

**Document Description:** 1E-1 Public Posting 30-day Competition Deadline

### **Attachment Details**

**Document Description:** 1E-1 Public Posting - Local RFP Competition

Announcement \_Email.Facebook.Twitter

### **Attachment Details**

**Document Description:** Public Posting\_Final Version CoC Consolidated

Application

### **Attachment Details**

**Document Description:** Agreement\_Local Education or Training

Organizatoin

## **Attachment Details**

**Document Description:** Agreement with State of Oregon Local Workforce

## **Attachment Details**

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Applicant: Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC\_REG\_2019\_170685

**Document Description:** OR506CoC Summary of Racial Disparity

Assessment

### **Attachment Details**

**Document Description:** 

### **Attachment Details**

**Document Description:** HMIS Governance Charter

### **Attachment Details**

**Document Description:** Agreement Roles and Responsponsibilities HMIS

Lead Agency

### **Attachment Details**

**Document Description:** CoC Application Rating and Ranking Policy

## **Submission Summary**

Ensure that the Project Priority List is complete prior to submitting.

Page	Last Updated
1A. Identification	09/13/2019
1B. Engagement	09/20/2019
1C. Coordination	09/20/2019
1D. Discharge Planning	No Input Required
1E. Local CoC Competition	09/20/2019
1F. DV Bonus	09/13/2019
2A. HMIS Implementation	09/13/2019
2B. PIT Count	09/13/2019
3A. System Performance	09/20/2019
3B. Performance and Strategic Planning	09/13/2019
4A. Mainstream Benefits and Additional Policies	09/13/2019
4B. Attachments	09/20/2019

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**Submission Summary** 

No Input Required

## PIT Count Data for OR-506 - Hillsboro, Beaverton/Washington County CoC

#### **Total Population PIT Count Data**

	2016 PIT	2017 PIT	2018 PIT	2019 PIT
Total Sheltered and Unsheltered Count	571	544	522	530
Emergency Shelter Total	74	56	65	186
Safe Haven Total	8	7	8	7
Transitional Housing Total	111	112	90	105
Total Sheltered Count	193	175	163	298
Total Unsheltered Count	378	369	359	232

### **Chronically Homeless PIT Counts**

	2016 PIT	2017 PIT	2018 PIT	2019 PIT
Total Sheltered and Unsheltered Count of Chronically Homeless Persons	142	150	166	139
Sheltered Count of Chronically Homeless Persons	11	10	13	44
Unsheltered Count of Chronically Homeless Persons	131	140	153	95

## PIT Count Data for OR-506 - Hillsboro, Beaverton/Washington County CoC

#### **Homeless Households with Children PIT Counts**

	2016 PIT	2017 PIT	2018 PIT	2019 PIT
Total Sheltered and Unsheltered Count of the Number of Homeless Households with Children	53	56	39	39
Sheltered Count of Homeless Households with Children	34	30	26	30
Unsheltered Count of Homeless Households with Children	19	26	13	9

#### **Homeless Veteran PIT Counts**

	2011	2016	2017	2018	2019
Total Sheltered and Unsheltered Count of the Number of Homeless Veterans	62	63	58	71	84
Sheltered Count of Homeless Veterans	35	47	40	47	61
Unsheltered Count of Homeless Veterans	27	16	18	24	23

## HIC Data for OR-506 - Hillsboro, Beaverton/Washington County CoC

## **HMIS Bed Coverage Rate**

Project Type	Total Beds in 2019 HIC	Total Beds in 2019 HIC Dedicated for DV	Total Beds in HMIS	HMIS Bed Coverage Rate
Emergency Shelter (ES) Beds	111	24	87	100.00%
Safe Haven (SH) Beds	10	0	10	100.00%
Transitional Housing (TH) Beds	119	8	111	100.00%
Rapid Re-Housing (RRH) Beds	230	0	230	100.00%
Permanent Supportive Housing (PSH) Beds	495	0	495	100.00%
Other Permanent Housing (OPH) Beds	0	0	0	NA
Total Beds	965	32	933	100.00%

## HIC Data for OR-506 - Hillsboro, Beaverton/Washington County CoC

## **PSH Beds Dedicated to Persons Experiencing Chronic Homelessness**

Chronically Homeless Bed Counts	2016 HIC	2017 HIC	2018 HIC	2019 HIC
Number of CoC Program and non-CoC Program funded PSH beds dedicated for use by chronically homeless persons identified on the HIC	163	147	168	156

## Rapid Rehousing (RRH) Units Dedicated to Persons in Household with Children

Households with Children	2016 HIC	2017 HIC	2018 HIC	2019 HIC
RRH units available to serve families on the HIC	44	39	41	58

#### **Rapid Rehousing Beds Dedicated to All Persons**

All Household Types	2016 HIC	2017 HIC	2018 HIC	2019 HIC
RRH beds available to serve all populations on the HIC	185	140	159	230

## **FY2018 - Performance Measurement Module (Sys PM)**

#### Summary Report for OR-506 - Hillsboro, Beaverton/Washington County CoC

#### **Measure 1: Length of Time Persons Remain Homeless**

This measures the number of clients active in the report date range across ES, SH (Metric 1.1) and then ES, SH and TH (Metric 1.2) along with their average and median length of time homeless. This includes time homeless during the report date range as well as prior to the report start date, going back no further than October, 1, 2012.

Metric 1.1: Change in the average and median length of time persons are homeless in ES and SH projects.

Metric 1.2: Change in the average and median length of time persons are homeless in ES, SH, and TH projects.

a. This measure is of the client's entry, exit, and bed night dates strictly as entered in the HMIS system.

	Universe (Persons)				Average LOT Homeless (bed nights) Median LOT Homeless (bed nights)			
	Submitted FY 2017	FY 2018	Submitted FY 2017	FY 2018	Difference	Submitted FY 2017	FY 2018	Difference
1.1 Persons in ES and SH	505	541	56	66	10	42	42	0
1.2 Persons in ES, SH, and TH	762	815	104	112	8	53	56	3

#### b. This measure is based on data element 3.17.

This measure includes data from each client's Living Situation (Data Standards element 3.917) response as well as time spent in permanent housing projects between Project Start and Housing Move-In. This information is added to the client's entry date, effectively extending the client's entry date backward in time. This "adjusted entry date" is then used in the calculations just as if it were the client's actual entry date.

The construction of this measure changed, per HUD's specifications, between FY 2016 and FY 2017. HUD is aware that this may impact the change between these two years.

## FY2018 - Performance Measurement Module (Sys PM)

	Universe (Persons)		Average LOT Homeless (bed nights)			Median LOT Homeless (bed nights)		
	Submitted FY 2017	FY 2018	Submitted FY 2017	FY 2018	Difference	Submitted FY 2017	FY 2018	Difference
1.1 Persons in ES, SH, and PH (prior to "housing move in")	508	550	139	189	50	64	95	31
1.2 Persons in ES, SH, TH, and PH (prior to "housing move in")	765	797	198	231	33	109	121	12

## **FY2018 - Performance Measurement Module (Sys PM)**

## Measure 2: The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness

This measures clients who exited SO, ES, TH, SH or PH to a permanent housing destination in the date range two years prior to the report date range. Of those clients, the measure reports on how many of them returned to homelessness as indicated in the HMIS for up to two years after their initial exit.

After entering data, please review and confirm your entries and totals. Some HMIS reports may not list the project types in exactly the same order as they are displayed below.

	Total # of Persons who Exited to a Permanent Housing	Homelessr	Returns to Homelessness in Less than 6 Months		Returns to Homelessness from 6 to 12 Months		Returns to Homelessness from 13 to 24 Months		of Returns Years
	Destination (2 Years Prior)	FY 2018	% of Returns	FY 2018	% of Returns	FY 2018	% of Returns	FY 2018	% of Returns
Exit was from SO	30	0	0%	2	7%	0	0%	2	7%
Exit was from ES	176	9	5%	12	7%	5	3%	26	15%
Exit was from TH	136	1	1%	0	0%	2	1%	3	2%
Exit was from SH	0	0		0		0		0	
Exit was from PH	240	0	0%	6	3%	6	3%	12	5%
TOTAL Returns to Homelessness	582	10	2%	20	3%	13	2%	43	7%

#### **Measure 3: Number of Homeless Persons**

Metric 3.1 – Change in PIT Counts

## FY2018 - Performance Measurement Module (Sys PM)

This measures the change in PIT counts of sheltered and unsheltered homeless person as reported on the PIT (not from HMIS).

	January 2017 PIT Count	January 2018 PIT Count	Difference
Universe: Total PIT Count of sheltered and unsheltered persons	544	522	-22
Emergency Shelter Total	56	65	9
Safe Haven Total	7	8	1
Transitional Housing Total	112	90	-22
Total Sheltered Count	175	163	-12
Unsheltered Count	369	359	-10

## Metric 3.2 – Change in Annual Counts

This measures the change in annual counts of sheltered homeless persons in HMIS.

	Submitted FY 2017	FY 2018	Difference
Universe: Unduplicated Total sheltered homeless persons	762	815	53
Emergency Shelter Total	493	529	36
Safe Haven Total	12	12	0
Transitional Housing Total	257	277	20

## **FY2018 - Performance Measurement Module (Sys PM)**

# Measure 4: Employment and Income Growth for Homeless Persons in CoC Program-funded Projects

Metric 4.1 – Change in earned income for adult system stayers during the reporting period

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults (system stayers)	198	207	9
Number of adults with increased earned income	18	15	-3
Percentage of adults who increased earned income	9%	7%	-2%

Metric 4.2 – Change in non-employment cash income for adult system stayers during the reporting period

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults (system stayers)	198	207	9
Number of adults with increased non-employment cash income	83	92	9
Percentage of adults who increased non-employment cash income	42%	44%	2%

Metric 4.3 – Change in total income for adult system stayers during the reporting period

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults (system stayers)	198	207	9
Number of adults with increased total income	92	97	5
Percentage of adults who increased total income	46%	47%	1%

## FY2018 - Performance Measurement Module (Sys PM)

Metric 4.4 – Change in earned income for adult system leavers

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults who exited (system leavers)	73	91	18
Number of adults who exited with increased earned income	14	21	7
Percentage of adults who increased earned income	19%	23%	4%

Metric 4.5 – Change in non-employment cash income for adult system leavers

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults who exited (system leavers)	73	91	18
Number of adults who exited with increased non-employment cash income	21	38	17
Percentage of adults who increased non-employment cash income	29%	42%	13%

Metric 4.6 – Change in total income for adult system leavers

	Submitted FY 2017	FY 2018	Difference
Universe: Number of adults who exited (system leavers)	73	91	18
Number of adults who exited with increased total income	31	53	22
Percentage of adults who increased total income	42%	58%	16%

## FY2018 - Performance Measurement Module (Sys PM)

#### Measure 5: Number of persons who become homeless for the 1st time

Metric 5.1 – Change in the number of persons entering ES, SH, and TH projects with no prior enrollments in HMIS

	Submitted FY 2017	FY 2018	Difference
Universe: Person with entries into ES, SH or TH during the reporting period.	603	660	57
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	66	81	15
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time)	537	579	42

#### Metric 5.2 - Change in the number of persons entering ES, SH, TH, and PH projects with no prior enrollments in HMIS

	Submitted FY 2017	FY 2018	Difference
Universe: Person with entries into ES, SH, TH or PH during the reporting period.	810	819	9
Of persons above, count those who were in ES, SH, TH or any PH within 24 months prior to their entry during the reporting year.	149	116	-33
Of persons above, count those who did not have entries in ES, SH, TH or PH in the previous 24 months. (i.e. Number of persons experiencing homelessness for the first time.)	661	703	42

### **FY2018 - Performance Measurement Module (Sys PM)**

Measure 6: Homeless Prevention and Housing Placement of Persons defined by category 3 of HUD's Homeless Definition in CoC Program-funded Projects

This Measure is not applicable to CoCs in FY2018 (Oct 1, 2017 - Sept 30, 2018) reporting period.

# Measure 7: Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing

Metric 7a.1 – Change in exits to permanent housing destinations

	Submitted FY 2017	FY 2018	Difference
Universe: Persons who exit Street Outreach	229	457	228
Of persons above, those who exited to temporary & some institutional destinations	17	53	36
Of the persons above, those who exited to permanent housing destinations	18	49	31
% Successful exits	15%	22%	7%

Metric 7b.1 – Change in exits to permanent housing destinations

## **FY2018 - Performance Measurement Module (Sys PM)**

	Submitted FY 2017	FY 2018	Difference
Universe: Persons in ES, SH, TH and PH-RRH who exited, plus persons in other PH projects who exited without moving into housing	639	679	40
Of the persons above, those who exited to permanent housing destinations	352	421	69
% Successful exits	55%	62%	7%

#### Metric 7b.2 – Change in exit to or retention of permanent housing

	Submitted FY 2017	FY 2018	Difference
Universe: Persons in all PH projects except PH-RRH	283	406	123
Of persons above, those who remained in applicable PH projects and those who exited to permanent housing destinations	261	383	122
% Successful exits/retention	92%	94%	2%

## 2019 HDX Competition Report

## FY2018 - SysPM Data Quality

### OR-506 - Hillsboro, Beaverton/Washington County CoC

This is a new tab for FY 2016 submissions only. Submission must be performed manually (data cannot be uploaded). Data coverage and quality will allow HUD to better interpret your Sys PM submissions.

Your bed coverage data has been imported from the HIC module. The remainder of the data quality points should be pulled from data quality reports made available by your vendor according to the specifications provided in the HMIS Standard Reporting Terminology Glossary. You may need to run multiple reports into order to get data for each combination of year and project type.

You may enter a note about any field if you wish to provide an explanation about your data quality results. This is not required.

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## 2019 HDX Competition Report

## FY2018 - SysPM Data Quality

	All ES, SH				All TH				All PSH, OPH All RRH			RRH	All Street Outreach							
	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2014- 2015	2015- 2016	2016- 2017	2017- 2018
1. Number of non- DV Beds on HIC	82	82	82	83	129	128	134	112	427	452	475	457	243	185	140	159				
2. Number of HMIS Beds	82	82	82	83	123	122	124	112	427	452	475	457	243	185	140	159				
3. HMIS Participation Rate from HIC ( % )	100.00	100.00	100.00	100.00	95.35	95.31	92.54	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00				
4. Unduplicated Persons Served (HMIS)	543	552	468	418	286	288	257	217	508	493	523	552	263	265	297	350	164	377	229	108
5. Total Leavers (HMIS)	479	486	400	345	171	124	137	124	103	94	64	103	129	132	129	161	81	77	22	73
6. Destination of Don't Know, Refused, or Missing (HMIS)	29	25	2	2	10	13	5	1	8	9	6	0	3	1	7	0	75	69	15	2
7. Destination Error Rate (%)	6.05	5.14	0.50	0.58	5.85	10.48	3.65	0.81	7.77	9.57	9.38	0.00	2.33	0.76	5.43	0.00	92.59	89.61	68.18	2.74

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## 2019 HDX Competition Report

# Submission and Count Dates for OR-506 - Hillsboro, Beaverton/Washington County CoC

### **Date of PIT Count**

	Date	Received HUD Waiver
Date CoC Conducted 2019 PIT Count	1/23/2019	

## **Report Submission Date in HDX**

	Submitted On	Met Deadline
2019 PIT Count Submittal Date	4/19/2019	Yes
2019 HIC Count Submittal Date	4/19/2019	Yes
2018 System PM Submittal Date	5/24/2019	Yes

8/13/2019 7:30:32 PM 16

# Administrative Plan

## For the Housing Choice Voucher Program

5/7/2019



Department of Housing Services 111 NE Lincoln Street, Suite 200-L Hillsboro, Oregon 97124 www.co.washington.or.us/housing (503) 846-4794 | (503) 846-4795 Fax Equal Housing Opportunity 1 or 2 projects). In these cases, the PHA may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. The PHA must maintain records showing that such families were admitted with special program funding.

#### **Targeted Funding**

[24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

#### **PHA Policy**

The PHA administers the following types of targeted funding:

**Mainstream (Non-Elderly Disabled) Voucher Program**: Families that include a non-elderly adult (18 years of age or older, but less than 62 years of age) with disabilities. Eligible families will be assisted in accordance with the policies in Section 4-III.C.

**Veterans Affairs Supportive Housing (VASH)**: Families are referred by the Veterans Affairs (VA) Medical Center.

### **Regular HCV Funding**

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

#### 4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

#### **Local Preferences**

[24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

#### **PHA Policy**

The PHA has established the following local preferences:

- Terminated HCV Family due to Insufficient Program Funding
- Administrative Preference

- Mainstream Voucher Eligible Families that are Homeless, At Risk of Homelessness, Transitioning from Institutional/Segregated Settings, or At Risk of Institutionalization (limited to the number of Mainstream Program Vouchers allocated to the PHA)
- Homeless
- Elderly or Disabled on a Fixed Income or No Income
- Victim of Domestic Violence

<u>Terminated HCV Family due to Insufficient Program Funding.</u> Any family terminated from the PHA's HCV program due to insufficient program funding will be provided this preference. The PHA accepts applications from households with this local preference at all times, regardless of waiting list closure status.

#### **Administrative Preference.**

The intent of the Administrative Preference is to provide a mechanism to rapidly provide Housing Choice Voucher rental assistance to program participants in other PHA programs who:

- 1) Have a need to move from the current unit due to a threat to health or safety (such as to provide protection to a victim of a hate crime or domestic violence, dating violence, stalking, or sexual assault); or
- 2) Through no fault of their own, are in jeopardy of losing rental assistance due to a lack of funding, a change in client eligibility for services linked to the rental assistance, or other circumstances as approved by the Executive Director; or
- 3) Are residing in a project-based assistance program (such as Public Housing) and are underoccupied or overcrowded for their unit size, and no replacement unit is available to meet their needs.
  - a. "Underoccupied" is defined as a household that does not meet the minimum number of persons for the bedroom size of the unit, according to the Housing Choice Voucher subsidy standards listed in this plan.
  - b. "Overcrowded" is defined as a household that exceeds the maximum persons for the bedroom size of the unit, according to the Housing Choice Voucher subsidy standards listed in this plan.

An Administrative preference may be awarded to program participants already residing in units assisted through:

- The Low Rent Public Housing Program, including Section 32 Public Housing Homeownership Program participants and Public Housing Family Self-Sufficiency program participants who are eligible to receive a voucher under the Section 8(y) Housing Choice Voucher Homeownership Program.
- Continuum of Care Rental Assistance (not including transitional or short-term rental assistance with a determined expiration date).

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## Public Housing Program

# Admissions and Continued Occupancy Plan (ACOP)

Effective August 2, 2016

Washington County, Oregon Department of Housing Services

Housing Authority of Washington County

If the PHA determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding the PHA's decision (see Chapter 14) [24 CFR 960.208(a)].

#### **PART III: Tenant Selection**

#### 4-III.A. Overview

The PHA must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. The PHA must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. The PHA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 960.206(e)(2)]. The PHA's policies must be posted any place where the PHA receives applications. The PHA must provide a copy of its tenant selection policies upon request to any applicant or tenant. The PHA may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

PHA Policy

When an applicant or resident family requests a copy of the PHA's tenant selection policies, the PHA will provide copies to them free of charge.

#### 4-III.B. Selection Method

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

## Local Preferences [24 CFR 960.206]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

PHA Policy

Local preferences used by the PHA include:

### Homeless

A homeless applicant is defined as one of the following:

- O An individual or household who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - O Has a primary residence that is a public or private place not meant for human habitation including a car, park, abandoned building, bus or train station, airport, or camping ground;
  - Is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state and/or local government programs); or
  - O Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  - O Was formerly homeless and is now receiving short-term rapid re-housing rental assistance through a program funded by the Emergency Solutions Grant (ESG) or Supportive Services to Veterans and Families (SSVF).

OR

- Any individual or family who:
  - O Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence; and
  - O Has no other residence; and
  - O Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain permanent housing.

### Verification of Homeless Preference

The PHA will accept either of the following forms of verification that an applicant is homeless:

- A signed letter that specifically states the individual or household is homeless under the definition above, including the date, on letterhead, from:
  - O A public safety agency (i.e. local police department); or
  - o A social service agency; or
  - The shelter where the applicant family is currently staying
  - The PHA's verification form, completed by an appropriate agent (if applicable).

### **Victim of Domestic Violence**

"Domestic violence" means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

To qualify for this preference:

- o The PHA shall determine that the domestic violence occurred within the last 12 months, is of a continuing nature, or poses a continuing threat to the applicant; and
- o The applicant shall certify that the person who engaged in such violence will not reside with the applicant family unless the PHA has given advance written approval. If the family is admitted, the PHA may deny or terminate assistance to the family for breach of this certification.

#### Verification of Victim of Domestic Violence Preference

The PHA will accept the following forms of verification of displacement by domestic violence:

- o A Federal, State, tribal, territorial, or local police or court record; or
- O Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, or the effects of abuse, in which the professional attests to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence has signed or attested to the documentation.

#### Elderly/Disabled on a Fixed Income or No Income

To qualify as Elderly or Disabled on a Fixed Income or No Income, the head of the household or spouse must be at least 62 years of age or a person with disabilities, and at least 75% of the household income must come from fixed sources, or the household must have no source of cash income (not including non-cash benefits such as food stamps).

A "fixed income" is defined as income of a specified and consistent value that is received at specified and consistent intervals. Types of fixed income include Social Security benefits, VA benefits, pension income, or permanent disability benefits. Other types of fixed income sources may be considered by the PHA on a case-by-case basis.

### Verification of Elderly or Disabled on a Fixed Income or No Income Preference

#### **Elderly Status**

Elderly status will be verified by the age of the person as shown on photo identification provided by the applicant family.

#### **Disabled Status**

Disability status will be verified by one of the following:

- o Receipt of Social Security Disability Income (SSDI), Supplemental Security Income (SSI) due to a disability; or
- O If not receiving income from Social Security due to a disability, the PHA's disability verification form, completed and signed by a medical professional of the applicant's choosing.

#### Verification of Fixed Income or No Income

The applicant's income will be considered "fixed" if at least 75% of it is from one or more of the following sources:

- o Social Security benefits
- o Veteran's Administration benefits
- o Permanent disability benefits from a non-government source

If the applicant household claims to have no source of cash income, all adult members of the household must complete a Declaration of Zero Income. Additionally, the PHA will verify zero income status by checking any available databases or resources for verification of income (such as the State of Oregon Department of Human Services).

## **Income Targeting Requirement**

[24 CFR 960.202(b)]

# "Community Connect" Coordinated and Centralized Assessment System

Policy No.: 578.7a-OR506CoC Approved By: HSSN (the CoC) Effective Date: December 13, 2013 Revision Date: December 5, 2018

Prepared By: Washington County Department of Housing Services

503-846-4760 http://www.co.washington.or.us/Housing/EndHomelessness

**Policy Authority:** This policy is adopted under the authority of the local Continuum of

Care (CoC) in Washington County, commonly referred to as the

Housing and Supportive Services Network (HSSN).

**Purpose:** Grant recipients and subrecipients under the Continuum of Care (CoC)

Program and the Emergency Solution Grant (ESG) Program must use the coordinated and centralized assessment system (CCAS) established by the HSSN, in accordance with requirements established by HUD, to ensure the screening, assessment and referral of program participants is

consistent with the written standards established.

**Standard:** The HSSN, in consultation with the CoC Program and ESG Program

recipients and subrecipients, is responsible for determining how to allocate the CoC and ESG funds; for developing the performance standards and evaluating the outcomes of the local CCAS system and projects assisted by the CoC and ESG Program funds; and coordination

and integration, to the maximum extent practicable, with other

mainstream resources and programs targeted to homeless people in the

area covered by the Continuum of Care to provide a strategic,

community-wide system that will prevent and end homelessness for that

area.

Scope: HSSN, recipients and subrecipients of CoC and ESG Program funds, the

CoC Collaborative Applicant, and the HMIS Lead.

Authority For Code: Homeless Emergency Assistance and Rapid Transition to Housing

(HEARTH) Act Code of Federal Regulation (CFR) for the CoC Program 24 CFR Part 578.3, Part 578.7, Part 578.23(c), Part 578.93(c), the ESG Program Part 576.400 and Part 576.407, the Homeless Definitions 24 CFR Part 91.5, Part 582.5 and Part 583.5, and Equal Access in

Accordance With an Individual's Gender Identity in Community Planning and Development Programs 24 CFR Part 5.105 and 5.106.

#### **Responsibilities:**

#### 1. **DEFINITIONS**

1.1 **Assessment Specialist** is defined to mean any job description that performs assessment duties, as outlined by this policy. The Assessment Specialist may include housing

# "Community Connect" Coordinated and Centralized Assessment System

specialist, outreach worker, and case management positions with Homeless Provider Agencies identified in this policy.

- 1.2 Collaborative Applicant is defined to mean an instrumentality of state or local government, local government, nonprofit, state, or public housing authority that has been designated by the Continuum of Care to collect the required Continuum governance planning activities, data and information from all projects within the geographic area of the Continuum to prepare and apply for a grant.
- 1.3 *Community Connect* is the name given to the coordinated and centralized assessment system for the Continuum of Care jurisdiction in Washington County, Oregon.
- 1.4 **Equal Access Rule** 24 CFR Part 5 ensures access for individuals in accordance with their gender identity in programs and shelter. This rule builds upon HUD's 2012 rule entitled Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity.
- 1.5 **Homeless Provider Agency (HPA)** is defined as CoC Program and ESG Program recipients and subrecipients, and other homeless prevention and assistance programs that provide housing and/or services.
- 1.6 McKinney-Vento Act Local Education Agency (LEA) is defined as a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties that is recognized in a State as an administrative agency for its public elementary schools or secondary schools.
- 1.7 **Mobile Assessment** is defined to mean an agency that performs screening and assessment of at imminent risk or homeless individuals using the written standards and tools adopted in this policy. Washington County has identified two mobile assessment agencies that target specific populations:
  - a) Boys & Girls Aid "Safe Place Youth Shelter" runaway and homeless youth.
  - b) Luke-Dorf, Inc. "PATH Outreach" literally homeless adult individuals experiencing a severe mental health crisis; e.g. hospitalized, referred by the Mental Health Crisis Team, etc.
- 1.8 **Recipient** is defined to mean an applicant that signs a grant agreement with the U.S. Department of Housing and Urban Development (HUD), as defined in Section 424 of the McKinney-Vento Act.
- 1.9 **Subrecipient** is defined to mean a private nonprofit organization, State or local government, or instrumentality of a State or local government that receives a subgrant

# "Community Connect" Coordinated and Centralized Assessment System

from the recipient to operate a project. The definition of "subrecipient" is consistent with the definition of "project sponsor" found in Section 401 of the McKinney-Vento Act.

- 1.10 **Domestic violence** is defined as a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. https://www.justice.gov/ovw/domestic-violence.
- 1.11 Fleeing domestic abuse or violence is defined as any individual or family who: (i) Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, trafficking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing (24CFR 578.3).

#### 2. COMMUNITY CONNECT OVERVIEW

A coordinated assessment system, hereafter called *Community Connect*, is a system designed to provide people at imminent risk of homelessness (within 14 days) or experiencing homelessness with a centralized access point, coordinated intake, assessment and process for referral to housing and services. *Community Connect* operating standards are established in this policy, to include evaluation of the *Community Connect* performance by the HSSN. The same assessment is performed at all access points and utilizes a standardized decision-making process.

#### Community Connect will:

- 2.1 Cover the geographic area of Washington County, Oregon.
- 2.2 Be easy to access by individuals and families, including people fleeing domestic violence, by calling (503) 640-3263, a phone number managed by Community Action Organization, a nonprofit agency selected by the HSSN to operate as the communitywide access point to the coordinated and centralized assessment system.
- 2.3 Provides as a component of outreach, mobile screening and assessment that will operate in compliance with the written standards identified in this policy to ensure equity for people receiving screening, assessment and referral to community resources whether people enter the centralized assessment system through *Community Connect* or one of the two authorized mobile screening and assessment agencies.
  - a) Luke-Dorf, Inc. Upon completion of the screening and assessment, the Specialist will contact the *Community Connect* Assessment Specialist to review the assessment score and determine housing referral/placement.

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## Coordinated and Centralized Assessment System

- b) Boys & Girls Aid Upon completion of the screening and assessment, the agency will make the appropriate housing referral/placement for the unaccompanied homeless youth, to include programs for family reunification, shelter, Transitional Living Program, or referral to *Community Connect* Assessment Specialist if the individual is 18 years or older.
- 2.4 Use comprehensive and standard assessment tools with written standards to evaluate the eligibility of individuals and families for assistance, and make appropriate housing placement referrals.
- 2.5 Be well advertised to the public.
- 2.6 Be data driven using HMIS, and as available, other data sources to compliment planning and evaluation activities of the HSSN.
- 2.7 *Community Connect* is the only referral source for CoC Program and ESG funded projects and activities, and will include other local, state and federal housing programs in coordination with mainstream resources serving homeless populations.
- 2.8 Provide placement and accommodation of individuals in a manner that supports the individual's gender identity, to include Lesbian, Gay, Bisexual, and Transgender (LGBT).
- 2.9 Be culturally sensitive and provide bi-lingual services, to the extent possible.
- 2.10 The screening and assessment process is defined in Section 6 and Section 7 of this policy.

#### 3. ALIGNMENT WITH HOUSING AND SERVICES

*Community Connect* will align with prevention and homeless assistance programs targeted to serve the homeless, to include:

- 3.1 All CoC Program projects funded under 24 CFR Part 578.23(c)(9).
- 3.2 All Emergency Solution Grant projects and activities funded under 24 CFR Part 576.400(a).
- 3.3 Coordination, and to the extent possible system alignment, with other targeted homeless services:
  - a) HUD-VASH or Veteran Affairs Supportive Housing
  - b) Education for Homeless Children and Youth (EHCY) Grants under title VII-B of the McKinney-Vento Act;
  - c) Grants for the Benefit of Homeless Individuals (Section 506 of the Public Health Services Act);
  - d) Healthcare for the Homeless (42 CFR Part 51c)
  - e) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act);

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- f) Projects for Assistance in Transition from Homelessness (Part C of title V of the Public Health Service Act)
- g) Services in Supportive Housing Grants (Section 520A of the Public Health Service Act);
- h) Emergency Food and Shelter Program (title III of the McKinney-Vento Act);
- i) Transitional Housing Assistance Grants for Victims of Sexual Assault, DV, Dating Violence, and Stalking Program (Section 40299 of the Violent Crime Control and Law Enforcement Act);
- j) Homeless Veterans Reintegration Program (section 5a1 of the Homeless Veterans Comprehensive Assistance Act);
- k) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043)
- 1) Veteran Affairs Homeless Providers Grant and Per Diem Program (38 CFR Part 61);
- m) Health Care for Homeless Veterans program (38 U.S.C. 2031);
- n) Homeless Veterans Dental program (38 U.S.C. 2062);
- o) SSVF or Supportive Services for Veteran Families Program (38 DFR Part 62); and
- p) Veteran Justice Outreach Initiative (38 U.S.C. 2031).
- 3.4 Coordination and integration with other program resources:
  - a) Public housing programs (Section 9)
  - b) Housing programs receiving tenant-based or project-based assistance (Section 8);
  - c) Supportive Housing for Persons with Disabilities (Section 811);
  - d) HOME Investment Partnerships Program;
  - e) Temporary Assistance to Needy Families;
  - f) Health Center programs;
  - g) State Children's Health Insurance program;
  - h) Head Start;
  - i) Mental Health and Substance Abuse Block Grants:
  - i) Serviced funded under the Workforce Investment Act; and
  - k) McKinney-Vento School District Liaisons in Washington County.

#### 4. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

- 4.1 The Continuum's HMIS will operate as a semi-open system and comply with data privacy and security standards (24 CFR 580.35) to support the screening, assessment and referral activities of the system.
  - a) Compliance with the HSSN Governance Charter adopted by the HSSN; and
  - b) HMIS Data Sharing Addendum to the Agency Participation Agreement (see Appendix 10.1).
- 4.2 To protect the privacy of the homeless participant, the homeless provider agency (HPA) may apply confidentiality filters to the client record in the HMIS system upon intake and enrollment into the HPA's program.
- 4.3 Community Action Organization is the lead agency to develop and maintain the screening and assessment tools, as approved by the HSSN and in consultation with the

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HMIS Lead Agency. Community Action Organization will ensure fidelity to the system standards through:

- a) Training provided to positions performing Screening and Assessment (e.g. homeless outreach workers and site-based Assessment Specialist) on use of policy and procedures as outlined in Section 10; and
- b) Training provided to HMIS Users who will perform Screening and Assessment in HMIS.
- 4.4 Washington County Department of Housing Services is the HMIS Lead Agency, and will ensure fidelity to the system standards through:
  - a) Technical assistance provided to Community Action Organization, as necessary;
  - b) Implementation and monitoring of HMIS CoC Participation Agreements;
  - c) Prepare and provide daily housing inventory availability report to *Community Connect* and housing providers aligned with *Community Connect*;
  - d) Implementation of reporting in support of the system performance measurements, and training to Community Action and the CoC Collaborative Applicant on use of the HMIS reporting tools; and
  - e) Monitoring of HMIS data quality.

#### 5. OUTREACH AND MARKETING PROCESS

Community Connect is a publicly marketed system that aligns with the communitywide outreach activities targeted to serve unaccompanied youth, adults and families with children experiencing homelessness and those at imminent risk of homelessness.

- 5.1 Outreach activities and marketing aligned with the system include:
  - a) A wallet-sized outreach information card printed in English and Spanish directing access to *Community Connect* via telephone at (503) 640-3263 or text telephone TTY via 711.
  - b) Family Shelter Network Intake Line administered by Community Action.
  - c) ESG-funded (Emergency Solution Grant) outreach staff and outreach activities administered by Luke-Dorf, Inc., HomePlate Youth Services, Just Compassion of East Washington County, and Open Door Counseling Center.
  - d) McKinney-Vento Local Education Agencies.
  - e) HSSN listserv (the CoC email distribution that includes community stakeholders to include homeless/formerly homeless consumers, private citizens, and providers of housing, supportive services, mainstream resources, faith-based meal sites, health, education, and employment programs).
  - f) Washington County website
    <a href="http://www.co.washington.or.us/Housing/EndHomelessness/index.cfm">http://www.co.washington.or.us/Housing/EndHomelessness/index.cfm</a> or
    <a href="https://www.co.washington.or.us/Housing/EndHomelessness/community-connect.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/community-connect.cfm</a> which includes information and referral instructions in Arabic, Bengali,
    <a href="https://www.co.washington.or.us/Housing/EndHomelessness/community-connect.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/community-connect.cfm</a> which includes information and referral instructions in Arabic, Bengali,
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    <a href="https://www.co.washington.or.us/Housing/EndHomelessness/connect.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/connect.cfm</a> yas a part of the property o

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(Burmese), Persian, Polish, PubnjabiRussian, Somali, Spanish, Tamil, Telugi, Thai, Urdu and Vietnamese languages.



- g) 211info, a statewide resource and information referral agency.
- h) Severe Weather Shelters/Warming Centers.
- i) Public safety officials; e.g. law enforcement, fire/EMS.
- j) Most pages on the County website can be read by a screen reader and allow visually impaired users to zoom in and out of a page, and to increase and decrease font sizes displayed.
- 5.2 A flowchart visualizes the flow of homeless individuals through the outreach, screening, assessment, and referral/housing placement process. (Appendix 10.2)

#### 6. SCREENING PROCESS

The screening process will determine at imminent risk of homelessness or homeless status of the individual or families seeking assistance, also referred to as a "household". Households will be required to meet the federal homeless definition defined in 24 CFR Part 91.5 to be eligible for McKinney-Vento homeless programs aligned with the *Community Connect*. Eligibility of homelessness for people with developmental disability will be in compliance with 24 CFR Part 582.5 and Part 583.5. Households meeting the State definition (doubled-up or shared-housing) are eligible for non-HUD funded program resources, as available.

To access the *Community Connect* system:

#### 6.1 Call: (503) 640-3263

- a) Phone access available 24 hours daily staffed by Community Action Organization.
- b) Site-based and mobile-based access points to *Community Connect* will complete a screening to determine homeless eligibility using the written standards identified in the Screening Tool (see Appendix 10.3).
- c) Households actively fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, and stalking will receive information on domestic violence resources to include:
  - 1. Domestic Violence Crisis Line: 503-469-8620 or 1-866-469-8600 toll free
  - 2. Call To Safety Crisis Line: 503-235-5333 or 1-888-235-5333

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#### 3. Family Justice Center of Washington County: (503) 430-8300

- d) Individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, who are seeking shelter or services will also receive information on non-victim specific providers.
- e) Households identifying as HIV/AIDS positive will receive information for the central intake at **Cascade AIDS Project**: 503-278-3834.
- f) Veteran individuals and families will receive information for veteran services with:

Washington County Disability, Aging and Veteran Services

Phone contact: 503-846-3060

**Veteran Community Resource and Referral Center (CRRC)** 

308 SW 1st Avenue, Portland, OR 97204.

Phone contact: 503-808-1256 or 1-800-949-1004, Ext. 51256.

#### 6.2 Determination – Eligible for Homeless Assistance

- a) A household that meets the homeless definition will receive information and referral to emergency assistance resources, to include prevention, diversion and emergency shelter serving youth or families, to the extent these resources are available; and
- b) Households not going into shelter will be scheduled to meet with a *Community Connect* Assessment Specialist. The meeting will be scheduled within 5 business days from the initial screening defined in this section, with the household receiving information on the date, time and location of the Assessment Specialist meeting.
- c) Veterans meeting the HUD homeless definition will be offered an assessment with *Community Connect* Assessment Specialist for eligibility for veteran and other assistance, as well as contact referral to DAVS and CRRC.
- d) Data collected during the screening interview is entered into HMIS and will be used for assessment purposes and system performance evaluation.

#### 6.3 Determination - Not Eligible for Homeless Assistance

- a) A household that does not meet the homeless definition will receive information and referral to available community resources, to include 211info, mainstream resources serving people in poverty, and systems of care as defined in the Building Sustainable Partnerships for Housing matrix (see Appendix 10.4).
- b) Data collected during the screening interview is entered into HMIS and will be used for tracking demographics on populations contacting the *Community Connect*.

#### 7. ASSESSMENT PROCESS

A meeting with the Assessment Specialist and the household will determine the needs of people seeking homeless assistance, and effectively match each household with the most appropriate resources available to address that household's needs.

Participants are freely allowed to decide what information they provide during the assessment process, to refuse to answer assessment questions and to refuse housing and service options without retribution or limiting their access to other forms of assistance. *Community Connect* does not maintain a prioritization list and provides individuals an

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opportunity for re-assessment in the future. Participants will never be turned away from services even if they reject referral options previously provided.

#### 7.1 Sheltered Households – Assessment Process

Households in one of five (5) emergency shelters in Washington County, to include three family shelters: Community Action, Family Promise and Good Neighbor Center, Monika's House for victims fleeing domestic violence, and Safe Place Youth Shelter will be assessed by shelter staff, to include:

- a) Shelter staff will complete assessment of housing and service needs using the HMIS Assessment Tool (see Appendix 10.5);
- b) With the exception of Monika's House, the shelter staff will enter household data in HMIS:
  - 1. A Road Home: Client Consent to Release of Information for Data Sharing form (see Appendix 10.6)
  - 2. Resource Eligibility and Housing Options form (see Appendix 10.7)
  - 3. Staff Affidavit form (see Appendix 10.8)
  - 4. Photocopy of Identification; e.g. Driver License, Social
- c) The Assessment Specialist at Monika's House a domestic violence shelter will maintain data in the HMIS comparable database for victim of domestic violence data. The Assessment specialist will compile hardcopies of the following documents that will be made available upon referral/housing placement with the *Community Connect* Assessment Specialist:
  - 1. A Road Home: Client Consent to Release of Information for Data Sharing form (see Appendix 10.6)
  - 2. Resource Eligibility and Housing Options form (see Appendix 10.7)
  - 3. Staff Affidavit form (see Appendix 10.8)
  - 4. Photocopy of Identification; e.g. Driver License, Social
  - 5. Informed Consent Form
- d) The Assessment Specialists from the five (5) shelter facilities will schedule a meeting with *Community Connect* Assessment Specialist to complete the Scoring Criteria in preparation for the referral/housing placement process outlined in Section 7.3.

#### 7.2 Non-sheltered Households – Assessment Process

- a) The household will meet with the *Community Connect* Assessment Specialist for assessment of need, or a mobile assessment performed by trained outreach workers using the same screening and assessment criteria.
- b) With the homeless household, the Assessment Specialist will complete the housing and service needs using the HMIS Assessment Tool (Appendix 10.5) or the Mobile Assessment Specialist duties performed by PATH and other trained outreach workers using the paper Assessment Tool that is later entered into HMIS (Appendix 10.5.a).
- c) In HMIS, upload homeless eligibility documentation:
  - 1. A Road Home: Client Consent to Release of Information for Data Sharing form (see Appendix 10.6)
  - 2. Resource Eligibility and Housing Options form (see Appendix 10.7)

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- 3. Staff Affidavit for Reasonable Accommodation; if applicable (see Appendix 10.8)
- 4. Photocopy of Identification; e.g. Driver License, Social Security Card, etc.

#### 7.3 The Assessment Tools and Scoring Process For All Households

The Assessment Specialist will determine the appropriate housing and service program using the HMIS Assessment Tool to identify the household needs and strengths.

- a) Six categories of the Assessment Tool align with a Assessment Scoring Guide that applies points based on low, medium and high housing barriers and household service needs, and prioritizes which eligible households will receive transitional, rapid rehousing and permanent supportive housing assistance (see Appendix 10.9).
- b) The HMIS Assessment tool will apply points in each category of the assessment based on the client response.
  - 1) Monthly Income and Benefits
  - 2) Housing History
  - 3) Employment
  - 4) Financial Status/Debts
  - 5) Criminal History
  - 6) Health

#### 7.4 Privacy Protection.

The assessment process does not require disclosure of specific disabilities or diagnosis. Specific diagnosis or disability information may only be obtained for purposes of determining program eligibility to make appropriate referrals.

#### 8. REFERRAL AND HOUSING PLACEMENT – PRIORITIZING POPULATIONS

The Assessment and Scoring process determines the household referral by Program Type to the appropriate housing project. Referrals are made to open beds and/or programs with capacity to serve in low and moderate housing needs. For homeless households scoring 75 points or higher, the household is referred to housing programs that have open beds and projects that maintain a wait list. When no housing resources are available, the household is advised of other community resources to address basic needs.

Appendix 10.9 includes a matrix used by determination of housing referral based on the assessment score that aligns with the most appropriate program types and referral to housing projects.

Appendix 10.9.a is a report published <u>daily</u> from HMIS that includes all program types and housing projects aligned with *Community Connect*, and serves as a supporting document to Appendix 10.9. This report mirrors the continuums Housing Inventory Chart (HIC) and provides real-time data on programs with empty beds or capacity to serve additional homeless households. The CoC adopted the order of priority as outlined in HUD CPD 16-011 Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing

8.1 Prioritizing Populations for Permanent Housing Placement

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The local continuum prioritizes housing and resources in alignment with A Road Home: 10-Year Plan to End Homelessness in Washington County and Opening Doors: Federal Strategic Plan. The local priority will be delivered in the following order through new resources and turn-over of housing units not dedicated and/or not prioritized for occupancy.

- a) First Priority Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs. The CoC prioritized new and turn-over non-chronic designated units for persons experiencing chronic homelessness and other vulnerable homeless populations in permanent supportive housing and will comply with recordkeeping requirements for documenting chronic homeless status, in alignment with HUD CPD-16-11¹ (supersedes CPD-14-012). Eligible persons who have experienced fewer than 4 occasions where they have been living or residing in a place not meant for human habitation, a safe haven, or in shelter but where the cumulative time homeless is at least 12 months and has been identified as having severe service needs.
- b) Second Priority Homeless Individuals and Families with a Disability with Severe Service Needs and Length of Time (LOT) Homeless. The CoC will prioritize eligible persons residing in a place not meant for human habitation, a safe haven, or in shelter and has been identified as having severe service needs. The CoC will prioritize people with the longest length of homelessness.
- c) Third Priority Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter without Severe Service Needs and Length of Time (LOT) Homeless. The CoC will prioritize eligible persons residing in a place not meant for human habitation, a safe haven, or in shelter where the person has not been identified as having severe service needs. The CoC will prioritize people with the longest length of homelessness, but there is not a minimum length of time required.
- d) Fourth Priority Homeless Individuals and Families with a Disability Coming from Transitional Housing. The CoC will prioritize eligible persons residing in transitional housing, where prior to residing in the transitional housing had lived in a place not meant for human habitation, shelter or safe haven. This priority includes persons fleeing domestic violence or attempting to flee domestic violence, dating violence, human trafficking, sexual assault, or stalking and prior to residing in that transitional housing they did not live in a place not meant for human habitation, shelter or safe haven.
- e) **Prioritized Single Wait List.** The CoC has a single wait list for permanent supportive housing "tenant-based" programs serving individual and families managed by Washington County Department of Housing Services, with wait lists for permanent supportive housing in "facility-based" programs managed by the project sponsor agency in alignment with this policy and the CoC system operations.

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<sup>&</sup>lt;sup>1</sup> HUD CPD-16-11 Notice For Prioritizing Chronic Homeless and Other Vulnerable Populations (Adopted by HSSN on 8/3/2016) <a href="https://www.hudexchange.info/resource/5108/notice-cpd-16-11-prioritizing-persons-experiencing-chronic-homelessness-and-other-vulnerable-homeless-persons-in-psh/">https://www.hudexchange.info/resource/5108/notice-cpd-16-11-prioritizing-persons-experiencing-chronic-homelessness-and-other-vulnerable-homeless-persons-in-psh/</a>

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### 8.2 <u>Determining Housing Placement</u>

- a) The Assessment Specialist will enter the household Assessment Score, Housing Status and Household Type into the Program Eligibility Tool (see Appendix 10.10). The Program Eligibility Tool will identify the appropriate Project and Homeless Provider Agency (HPA) that align with the household need and eligibility.
- b) Using the HPA Project(s) identified in the Program Eligibility Tool, the Assessment Specialist will view available bed/unit data for the specific project(s) in HMIS. The bed/unit availability data as maintained in HMIS by each Project agency, and published daily by the HMIS Lead Agency.
- c) For bed/unit data not maintained in HMIS, the Assessment Specialist will contact the HPA for available bed/unit information.
- d) The Assessment Specialist will advise the homeless household of the available program options.
- e) The Assessment Specialist will contact the HPA via phone to advise a referral is in process, and confirm the availability of the bed/unit in HMIS. A confirmation email will be sent referencing the unique client I.D. number in HMIS where the results of the screening, assessment and the uploaded Verification of Homelessness and I.D. documentation is stored.
- f) The household will be responsible for scheduling an intake briefing with the HPA once the referral has been made by *Community Connect*.
- g) The Assessment Specialist will complete entry/exit data in HMIS, and ensure all documentation is scanned and uploaded in HMIS within 24 hours of the Assessment.

#### 8.3 Intake and Disposition of Referral/Housing Placement

- a) HPA will schedule an Intake Briefing with the household referred by *Community Connect*.
- b) HPA will meet with the household and have access to the screening, assessment and related documentation uploaded into HMIS, to include the Verification Of Homelessness and Personal Identification.
- c) HPA enrolls the new program participant into the program; OR
- d) HPA determines the household is not eligible for the program as a result of an inappropriate referral.
  - 1. HPA will contact the Assessment Specialist who made the initial referral and follow-up with an email documenting the reasons for not accepting the household referral; e.g. sending a non-chronic homeless individual to a program that can only serve persons who meet the federal definition of chronically homeless.
  - 2. The household is referred back to the Community Connect Assessment Specialist.

#### 8.4 Rapid Rehousing Rent Subsidy Determination

Rapid Rehousing (RRH) is a community-based permanent housing model funded by the CoC Program and the ESG Program. The following outlines the standards adopted for the ESG-RRH program in consultation with the HSSN (see Appendix 10.11), and the standards for the CoC-RRH program.

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Rapid Rehousing	CoC Program	ESG Program
Assistance (Maximum)	CoC-RRH	ESG-RRH
	24 CFR 578.37(a)(1)(ii)	24 CFR 576.104
U.S. HUD Homeless	Category 1, and 4	Category 1 and 4
Definition Populations <sup>2</sup>	Literally Homeless	<ul> <li>Literally Homeless</li> </ul>
	Fleeing Domestic Violence	Fleeing Domestic Violence
Income Eligibility	Must have income at or below	Must have income at or below
	30% AMI, <u>and</u>	30% AMI, <u>and</u>
	Lack resources and support	Lack resources and support
	network.	network.
Housing Standard	Units must meet HUD	Units must pass HUD
	Housing Quality Standards	Habitability Standards
	(HQS)	
Percentage (%) of rent to	The greater of:	The greater of:
be paid by program	30% of the adjusted gross	30% of the adjusted gross
participant, with utility	income, <u>OR</u>	income, <u>OR</u>
allowance	10 percent of the monthly	10 percent of the monthly
Frie Mandard David Otan david	income	income
Fair Market Rent Standard	Rent reasonableness	Up to the FMR for a unit
Rent Reasonableness	Units in a structure must	Units must comply with HUD Rent Reasonableness Standard
Standard	comply with HUD Rent	Rent Reasonableness Standard
Move-in Standards	Reasonableness Standard	Dontin Amorana
Move-in Standards	Security deposit not to exceed two (2) months rent	Rent in Arrears
Ni wakaw (#) af waantha	0 to 24 Months	Security deposit     Security deposit
Number (#) of months	U to 24 Months	0 to 9 months; Extensions may
		be granted, but not to exceed 24 months
Number (#) of times	Two (2) episodes of	No limit, but total amount of
participant can enroll in	homelessness in five years,	assistance cannot exceed 24
RRH	but total amount of assistance	months
	cannot exceed 24 months	memme
Supportive Service	No longer than 6 months after	No limit, but total amount of
Limitation	rent assistance stops	assistance cannot exceed 24
	'	months
Re-evaluate participant	At least annually,	At least every 3 months
self-sufficiency		
Participant and Case	At least monthly	At least monthly
Manager meet to review	,	-
progress		

### 9. FAIR HOUSING AND EQUAL ACCESS

#### 9.1 Affirmative Outreach

All individuals and their families, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, will receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide

<sup>&</sup>lt;sup>2</sup> Refer to eligible populations defined in the HUD NOFA. Addition resource, HUD Guidance released 3/12/2013 regarding Imminent Risk for CoC-RRH <a href="https://www.onecpd.info/resource/2889/rapid-rehousing-esg-vs-coc/">https://www.onecpd.info/resource/2889/rapid-rehousing-esg-vs-coc/</a>

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documentation, in in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs."

Housing and service providers aligned with *Community Connect* will implement affirmative outreach written procedures in compliance with 24 CFR Part 578.93(c) to include marketing information, information provided to participants, and access to grievance process that informs persons with regard to rights and anti-discrimination based on race, color, ethnicity, religion, sex, gender, sexual orientation, age, national origin, familial status, or disability, and how to obtain access to facilities and services. Shelters and temporary facilities will not separate family members with the exception of facilities that require shared sleeping quarters or bathing facilities and that do not qualify as a dwelling under the Fair Housing Act may operate single-sex shelters unless doing so would violate some other Federal, State or local law. Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize housing, including shelters, and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act. Shelter and housing providers shall document and maintain records of compliance with this requirement.

#### 9.2 Nondiscrimination

Housing and service providers will comply with all state and federal statutes relating to nondiscrimination, including the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, Title II of the Americans with Disabilities Act, and Title III of the American with Disabilities Act. Providers may not take any of the following actions based on race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation, including gender identity, honorably discharged veterans/military status, and survivors of domestic violence:

- Refuse to rent housing or provide services.
- Make housing or services unavailable.
- Deny a dwelling or service.
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services.
- Provide different housing services or facilities or different services.
- Falsely deny that housing is available for inspection or rental or services are not available.
- Deny anyone access to a facility or service.
- Screen out individuals with too little or no income, active or a history of substance abuse, domestic violence history, resistance to receiving services, the type or extent of a disability-related services or supports that are needed, history of evictions or poor credit, lease violations/history of not being a leaseholder, or criminal record.
- Create or maintain priority lists.

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• Turn participants away from services even if they rejected referral options previously provided.

Community Connect's referral process is informed by Federal, State, and local Fair Housing laws and regulations and ensures participants are not "steered" toward any particular housing facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children.

#### 9.3 Cultural and Linguistic Competence

All staff administering screening and assessments must use culturally and linguistically competent practices, including the following:

- *Community Connect* incorporates cultural and linguistic competency into the required annual training protocols for participating projects and staff members.
- Screenings and assessments use questions for all persons that reduce cultural or linguistic barriers to housing and services for special populations.
- Access points will take reasonable steps to offer materials and participant
  instructions in multiple languages to meet the needs of minority, ethnic, and
  groups with Limited English Proficiency. *Community Connect* materials will be
  offered in English and Spanish, and translation services will include the use of
  bilingual staff and/or other provider resources.
- Appropriate auxiliary aids and services necessary to ensure effective communication are available for individuals with disabilities. This may include the ability to enlarge text and TTY services. Access points are handicap accessible for those with physical disabilities, such as persons with wheelchairs.

#### 9.4 Domestic Violence Emergency Safety Plan

- a) All persons accessing *Community Connect* are asked, via the initial screening, if they are fleeing or attempting to flee domestic violence. If a person or persons are identified as fleeing or attempting to flee domestic violence, the provider, including non-victim service providers, must provide immediate referral to, and assistance accessing emergency services. The person or persons has the right to decline any and all referrals to, or assistance with access to, emergency services. **Declining referrals or assistance with access will not negatively impact the person's access to** *Community Connect.*
- b) Assessment office areas are secure, safe and private to allow for individuals to identify sensitive information or safety issues in a private and secure setting.
- c) Coordinated entry staff are trained in the Emergency Safety Plan procedures outlined in the CoC Program Administrative Plan, Chapter 2, Part 2: VAWA Notification, Documentation and Confidentiality, and use of HUD-5381 Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and HUD-5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. The CoC Program Administrative Plan is online at

https://www.co.washington.or.us/Housing/EndHomelessness/hssn.cfm.

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#### 9.5 Grievance Policy

At the time of assessment with mobile outreach workers or site-based Assessment Specialist, persons will be advised of their right to file a non-discrimination complaint with the HSSN Workgroup.

- If less than 15 days to the next HSSN Workgroup meeting, the complaint will be added to the next regular business meeting agenda for review and act upon the complaint.
- If more than 15 days to the next HSSN Workgroup meeting, the Chair will call a special meeting to review and act upon the complaint.

#### 10. SCREENER AND ASSESSOR TRAINING

Mobile Assessment Specialists (outreach workers) and site-based Assessment Specialists performing *Community Connect* screening and assessment are required to complete training to ensure fidelity to the centralized assessment policies and procedures and uniform decision-making and referrals.

- 10.1 New Hire Training and Orientation: Prior to performing activities that include screening and assessment, mobile and site-based Assessment Specialists will be required to read and acknowledge understanding of all *Community Connect* policies. Training will be provided on the policy and process to perform screening and assessment, with additional training completed as follows:
  - a) Overview of the housing programs and resources aligned with *Community Connect*.
  - b) Training in how to perform an assessment using client-centered approach.
  - c) Confidentiality/privacy training that includes safety for persons fleeing domestic violence and how to determine program eligibility for appropriate referrals for persons with disabilities.
  - d) Training on nondiscrimination and how to perform an assessment using a client-centered approach that is culturally and linguistically sensitive.
  - e) Safety planning and training.
  - f) ServicePoint HMIS training.
  - g) Training on how to conduct a trauma-informed assessment. Enroll and complete within 6 months of hire Trauma Informed Care course.
  - h) Enroll and complete within 6 months of hire the Rent Well course, as this training provides the Assessment Specialist with information that is beneficial to serving people who are at risk of homelessness or have housing barriers.
- 10.2 <u>Annual Training</u>: In the month of May, conduct annual training for Assessment Specialists. This will include:
  - a) Overview of the most recent CoC Housing Inventory Chart (HIC) submitted to HUD, with emphasis on new/future housing resources.
  - b) Review of the assessment and referral process to ensure fidelity to the *Community Connect* policies and procedures.

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- c) Confidentiality/privacy training that includes safety for persons fleeing domestic violence and hot to determine program eligibility for appropriate referrals for persons with disabilities.
- d) Mental Health First Aid training.
- e) Safety planning and training.

#### 11. PERFORMANCE MEASUREMENTS AND SYSTEM EVALUTION

The HSSN will provide oversight to the *Community Connect* process to provide transparency for people working in the system and ensure consistency with how people access resources communitywide.

- 11.1 The HSSN will measure project and system performance outcomes based on seven criteria:
  - a) Reduction in the Average Length of Time Persons remain Homeless
  - b) Reduction in Recidivism
  - c) Reduction in First-time Homelessness
  - d) Reduction in Unsheltered Homelessness
  - e) Increase in Earned Income
  - f) Increase in Mainstream Benefits
  - g) Increase in Placement to Permanent Housing from Outreach, and Placement in or Retention of Permanent Housing
- 11.2 Measurement period will be on a federal fiscal year, to align with Annual Homeless Assessment Report submitted to HUD.
- 11.3 Semi-annually, the HSSN will review the outcomes of the system performance measurement.
- 11.4 Target goals for system performance will be measured annually beginning October 1 to September 30, with CoC goals:
  - a) Average length of homelessness  $\leq$ 30 days, or a reduction by at least 10 percent from the preceding federal fiscal year.
  - b) Less than 5 percent recidivism within two year period, or homeless again within two years decreased by at least 20 percent from the preceding year.
  - c) HMIS bed coverage rate is greater than 80 percent.
  - d) Outreach plan is comprehensive in identifying and referring homeless individuals and families to *Community Connect*.
- 11.5 An annual report will be provide to HSSN membership with results of consultations with participating project and project participants. The purpose of (at least) annual consultations will be to evaluate the intake, assessment, and referral processes associated with coordinated entry. Solicitation methods to address the quality and effectiveness of the entire coordinated entry experience for both participating projects and households may include surveys, focus groups and interviews. All data obtained

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through surveys will be in anonymous paper form or conducted through *Survey Monkey* and will be stored by the CoC lead agency. Documents will be retained for no longer than one year after which time they will be destroyed through a secured process.

#### 12.0 APPENDICES

Note: Appendix documents will retain their 10.x designation as CoC members have integrated into their daily language referring to these documents by their Appendix number; e.g. 10.10 is commonly known as the form that defines program eligibility and referral contact information.

- 10.1 HMIS Data Sharing Addendum to the Agency Participation Agreement
- 10.2 Community Connect Screening and Intake Flow Chart
- 10.3 Screening Tool
- 10.4 Building Sustainable Partnerships for Housing Matrix
- 10.5 Assessment Tool (ServicePoint HMIS)
- 10.5.a Assessment Tool (Paper Form used by Outreach Staff)
- 10.6 A Road Home: Client Consent to Release of Information for Data Sharing form
- 10.7 Resource Eligibility and Housing Options form
- 10.8 Staff Affidavit Form
- 10.9 Assessment Scoring Guide
- 10.9.a HMIS Occupied Beds Summary
- 10.10 Program Eligibility Tool
- 10.11a Department of Veterans Affairs, Request For & Authorization To Release Health Information
- 10.11b A Road Home, ROI Client Consent to Share
- 10.12 Emergency Solution Grant Operating Manual

#### REVISION HISTORY

<b>Revision Date</b>	Description of Changes
1/17/2014	Original Version
6/6/2018	Section 5 add information in multiple languages; Section 9.4
	add.
12/5/2018	Section 7: remove Homeless Verification and Self-Declaration of Housing form 10.6 as agencies submit 3 <sup>rd</sup> party documentation as proof of homelessness. Proof of Community Connect assessment can be printed from HMIS and attached to program application; add A Road Home: Client Consent to Release of Information for Data Sharing form 10.6; Appendix 10.1 includes addition of Severe Weather Shelters who completed HMIS Agency Data Sharing Agreement.

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# NW Social Service Connections' HMIS/CMIS Inter-Agency Data Sharing Participating Agencies in Washington County

To ensure adequate access to program data and to facilitate communication and collaboration between all programs participating in Community Connect - a coordinated entry system - certain data entered into the Homeless Management Information System (HMIS) will be shared with all Community Connect participating agencies.

Agencies execute a **NW Social Service Connections' HMIS/CMIS HMIS Agency Participation Agreement** and **Inter-Agency Data Sharing Participating Agencies in Washington County** with the CoC HMIS Lead Agency – the Washington County Department of Housing Services. The *HMIS Agency Participation Agreement* is available in the CoC-HMIS Governance Charter policy and online at

 $\underline{\text{https://www.co.washington.or.us/Housing/EndHomelessness/hmis.cfm}}.$ 

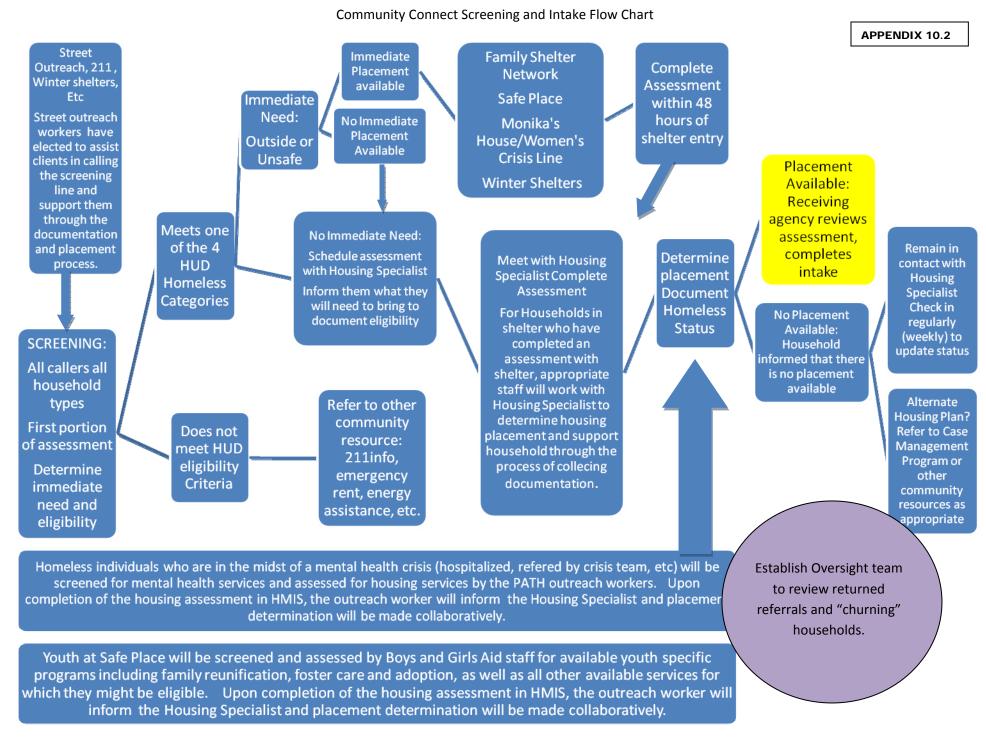
Community Connect agencies included under this agreement are:

- Boys & Girls Aid
- Bridges To Change
- Calvin Presbyterian Church (Severe Weather Shelter)
- Cascade AIDS Project
- Community Action Organization of Washington County
- Domestic Violence Resource Center
- Ecumenical Ministries of Oregon
- Family Promise of Beaverton
- Family Promise of Washington County
- Forest Grove United Church of Christ
- Good Neighbor Center
- HomePlate Youth Services
- Just Compassion of East Washington County
- LifeWorks Northwest
- Luke-Dorf, Inc.
- Old Town Church (Severe Weather Shelter)
- Open Door Counseling Center
- Rolling Hills Community Church (Severe Weather Shelter)
- Salvation Army Veteran and Family Center
- Sequoia Mental Health Services, Inc.

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- Sonrise Church (Severe Weather Shelter)
- St. Anthony's Church (Severe Weather Shelter)
- St. Francis Church (Severe Weather Shelter)
- Washington County Department of Housing Services, the CoC HMIS Lead Agency

Executed copies of the HMIS Agency Participation Agreement and individual HMIS User Agreements are on file at Washington County Department of Housing Services Business Office. For information, contact the Homeless Program Manager at 503-846-4760.



Revised: 12/6/2013

## **Community Connect Initial Screening Form**

Appendix 10.3

1 -	Family Shelter Eligibility Screener Name: Select Initial Screening Date: Select  GNC GAO FP Head of Household HMIS ID								
HH Contact Info: Phone		ој но: /	usenoia Hivii		ı hear about CC?	Calast			
•	:	/		HOW ala you	i neur about CC?	Select			
Email:									
1:	torally Hama	loss	Where Dic	l You Stay Last	_	Disk of Hon	aalassa	000	
In shelter: Exit Date: Se	terally Home	iess		□ Wit	Imminent I th a friend (14 days				
In transitional housing:		elect			ng can you stay: Sele		inglibit)	'	
Camp, in a car or on the			te Placement		th a family member				
Hotel/Motel paid by vo					ng can you stay: Sele	ect (14 days	s or les	s = eligible)	
** Immediate Placement									
In a domestic violence				_=	hospital Select				
If household is <u>fleeing</u> Don		ce refer	to DV Crisis Lin		/Prison/Juvenile Det		ect		
(503)469-8620, 1(866)469		ا ۱۸ امیدا	aman'a Crisia Li		el/Motel paid by HH				
Call to Safety (Previously k 503-235-5333	nown as Port	iand w	omen's Crisis Li		ter Care or Group Ho			<u> </u>	
Notes:					stance Abuse Treatmox Facility Select	nent Facility	y Select	<u> </u>	
1.0000					ny own housing: Sele	ct			
				Sele		Ci			
1. Is anybody in the House	hold a Vetera	an? NO							
2. If YES, Do they have a V	ASH voucher	or <mark>are</mark>	<mark>they in the Gra</mark>	nt and Per Dier	<mark>n Program</mark> ? NO <mark>If ye</mark>	es, CLIENT	IS ELIG	<mark>BLE</mark>	
3. How long have you been				_					
<b>4.</b> Was your situation cause	-			No					
If YES, household is eligible f				_					
<b>5.</b> What is your estimated t AMI Level: 30% or below		_	·	_		Jour 200/ A	N/I +o /	walifu for com	icoc
STOP! Does the household			<del></del>						
Category; or be unsafe. If			<del>-</del>			_			
	-				changes they can c	-			utive
6. What was the City and zi									
7. Do you want to live in W	-	٠,							
** If no a	and the hous	<mark>ehold i</mark>	not literally h	<mark>omeless, refer t</mark>	o 211 for resources	in their co	<mark>mmuni</mark>	<mark>ty</mark>	
Family Members (Last, First, M.I.) INCLUDE FULL LEGAL NAME AND MAIDEN LAST NAME	Relation ship	Sex	D.O.B.	S.S. #	Race* & Ethnicity**	Primary Language	Disa bility Docum ented	Disability Type	Armed Servi ces
	Н.О.Н.	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select /Select	No
	Select	Select	/ /		None -None- None	English	No	Select/Select	i
İ					Trong trong trong			/Select	No
	Select	Select	/ /		None -None- None	English	No	/Select /Select /Select Select/Select	No No

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Doc rev. 8/03/2015

\*\*Ethnicity Key: H = Hispanic / Latino NON = Non Hispanic / Latino

#### Appendix 10.3 **Community Connect Initial Screening Form** Are children enrolled in school, Head Start or Early Intervention? YES NO School District Your child(ren) may be eligible for supports from their school including help with transportation to their current school no matter where you are staying. \*\* Be sure to give them the name & # of their school advocate. Is anyone in the household pregnant? Yes No If yes: Estimate Due Date: Select (+7 months pregnant eligible for family shelter) If household identifies HIV/AIDS refer to Cascade AIDS: (503)278-3834 If any household member is a veteran refer to CRRC (503)808-1256 or 1-800-949-1004 Ext 51256 and DAVS (503)846-3060 In order to determine what programs and services you and your family may be eligible for, the information you have just provided will be entered into the County's Homeless Management Information System. Your record will be updated as you receive services. All records are confidential and system is secure. Your information is only used to determine eligibility and for data tracking and statistical purposes. Do you agree to allow us to enter the information you have just provided into this system? Yes No **Schedule with Community Resource Advocate** Your household may be eligible for housing assistance through Washington County Programs. If you are interested in living in Washington County I can schedule a full assessment with a Community Resource Advocate to see if there are programs that you and your family might be eligible for and it will take about an hour. Please be aware that this appointment does not guarantee that you will receive assistance. Would you like to meet with a Community Resource Advocate? Yes No Please be on time. If you are late 15 minutes or more, you won't be seen and will have to reschedule. Beaverton 5050 SW Griffith Dr., Suite 100 Beaverton, OR 97005 1001 SW Baseline, Hillsboro, OR 97123 Bus 54. Runs every 30 min. 1/3 mile from office. **Bus 57 Date of Scheduled Assessment: Select** Time: **Needs Interpreter: No** Language: When you meet with the Community Resource Advocate, please bring the following items with you or have them available for your phone appointment: Identification for all adults in the household Social security cards for everyone in the household, including children Documentation of your income such as paystubs, DHS or unemployment benefits statements, etc. **Documentation of your Disability** Documentation of your living situation if available - See chart below to determine what is needed. **Documentation** Situation Shelter or Transitional Housing Letter from provider verifying stay and expected exit date or contact info for provider Will be gathered at assessment Camp, in a car or on the street Letter from 3<sup>rd</sup> party or contact info of 3<sup>rd</sup> party Hotel/Motel paid by voucher or 3<sup>rd</sup> party Will be gathered at assessment Hotel/Motel Paid by HH In a domestic violence situation Will be gathered at assessment Staying with Friend or family Letter from friend or family member stating why you can't stay and when you must be out or contact info for friend or family member In a hospital Contact information for hospital staff Jail/Prison/Juvenile Detention facility Discharge paperwork or Contact information for facility official Foster Care or Group Home Contact information for Case Worker Substance Abuse Treatment Facility Discharge paperwork or contact information for facility official **Detox Facility** Discharge paperwork or contact information for facility official In my own housing Eviction notice or letter from landlord or contact info for landlord

Yes

Yes No

Yes

No

No No

# <u>Family Shelter Network Wait List</u> Does your family want to be on the waiting list for the family shelters network?

Charge:

							 ,	
10.	Is ever	yone al	ble to w	alk up	and dow	n stairs?		
	_						 _	

**11.** Anyone in HH restricted from having contact with Minors?

12. Convicted of a crime against another person? Name: Charge: Name:

**13.** Do you have a companion or service animal?

**Immediate Placement Options:** 

Unaccompanied youth under 19 – refer to Safe Place (503) 542-2717

Families with Children – shelter network intake or winter shelters

Single Adults – Winter Shelters only

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Doc rev. 8/03/2015

Appendix 10.3

## **Community Connect Initial Screening Form**

Check-in Dates: If on waitlist for family shelters, please check in every Monday

Applicant Signature\_\_\_\_\_

Staff Signature\_\_\_\_\_

Select	Select	Select	Select	Select	Select	Select	Select	Select	Select
Select	Select	Select	Select	Select	Select	Select	Select	Select	Select
Select	Select	Select	Select	Select	Select	Select	Select	Select	Select
Select	Select	Select	Select	Select	Select	Select	Select	Select	Select

### **Referral Notes**

Date	Shelter	Notes	Outcome
Select	Select		Select
Select	Select		Select
Select	Select		Select
Applicant S	ignature	Date	_

Date\_\_\_\_\_

Date	Notes
Select	
Select	
Select	

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Doc roy 9/02/2015		

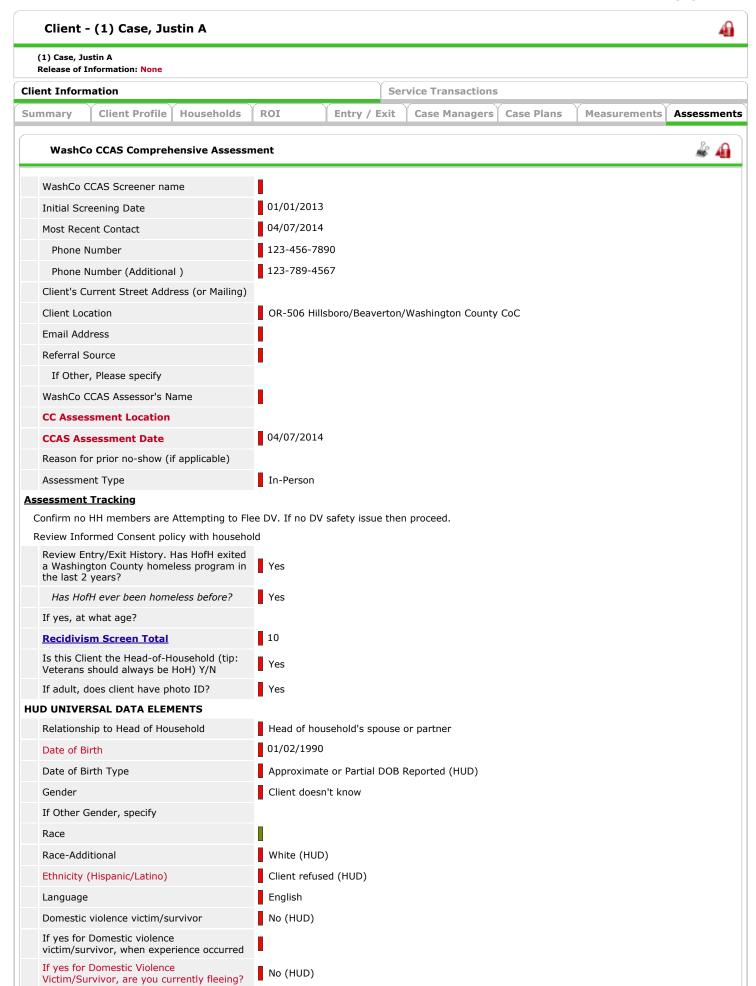
### WASHINGTON COUNTY SYSTEM ACCESS MATRIX

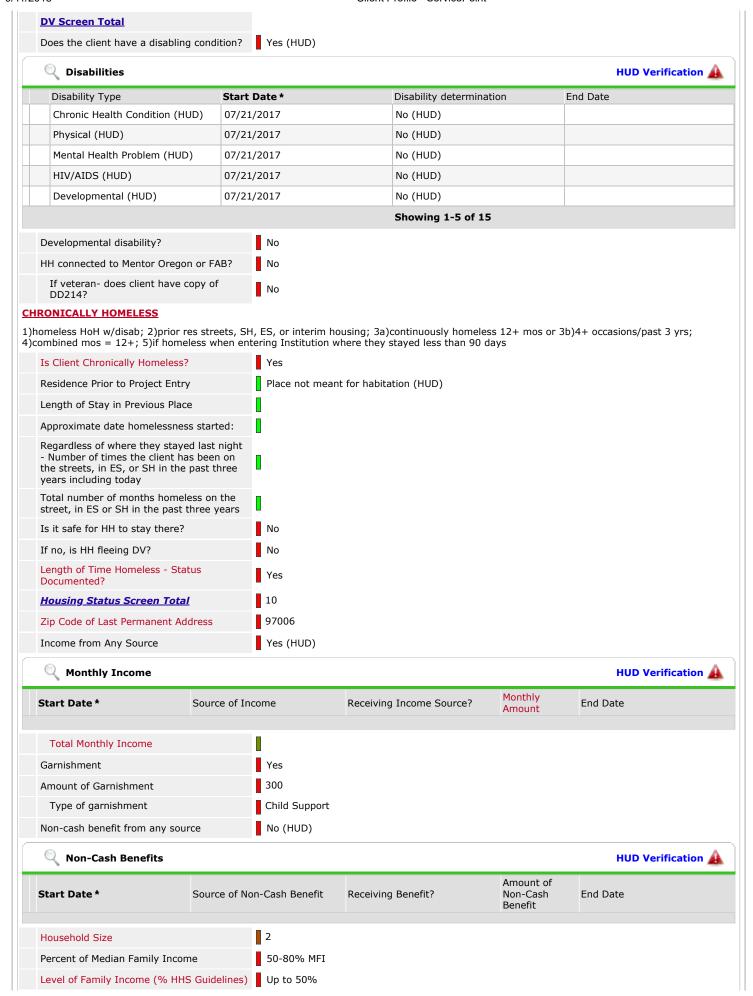
This Matrix was developed as a component of the Building Sustainable Partnerships for Housing project. A full report is available online at <a href="http://www.co.washington.or.us/Housing/EndHomelessness/upload/BSPH-Grant">http://www.co.washington.or.us/Housing/EndHomelessness/upload/BSPH-Grant</a> Washington-County-Report-on-Outcomesand-Recommendations.pdf

SYSTEM	ACCESS POINT	SCREENING/ELIGIBLITY	REFERRAL/HOUSING PLACEMENT
HIV/AIDS  Cascade AIDS Project 208 SW 5 Avenue, #800 Portland, OR 97204 503-223-5907	Walk-in to Office or Call Intake Staff to schedule appointment at 503-278-3834	If not HIV+, the assessment ends and client is referred to other community resources.	Refer to housing with service supports based on need and available beds/units.
http://cascadeaids.org/	Monday-Friday, 9am - 5pm Group Intake at Service	Must have HIV verification before housing and services provided.	Refer to community housing, as necessary.
Food Stamps (SNAP), TANF, and other State Mainstream Resources Oregon Department of Human Services 503-846-3150 http://www.oregon.gov/DHS/pages/index.aspx	*Center  *Walk-in to Office  *Apply On-line  *Call a Field Office at Beaverton: 503-646-9952 Hillsboro: 503-693-4555 Tigard: 503-670-9711	SNAP and TANF benefits based on income eligibility.  Other mainstream resources for people with disabilities include in-home services, community-based care, Medicaid/Medicare.	No established "Back Door" aligned with housing opportunities. Refer to community housing, as necessary.
Developmental Disabilities Washington County Department of Health and Human Services 155 N First Avenue Hillsboro, OR 97123 503-846-3150 http://www.co.washington.or.us/HHS/DevelopmentalDisabilities/	Call Washington County Developmental Disabilities Intake Line at 503-846-4737  After Hours Crisis Line 503-291-9111	Must meet eligibility criteria and reside in Washington County to access Developmental Disability Services.	Assigned Services Coordinator.  Referral to housing based on client need and available resources.
Mental Health Washington County Department of Health and Human Services 155 N First Avenue Hillsboro, OR 97123 503-846-4402 http://www.co.washington.or.us/HHS/MentalHealth/	Call Washington County Mental Health Access Line at 503-291-1155  Call FamilyCare Health Plans at 503-222-2880	Outpatient and Residential Treatment Services:  Outpatient: MH Provider Agency. Client needs OHP/Medicaid.  Residential: MH Provider Agency. Provider/hospital help client access SSI or OHP.	Outpatient Beds: Discharge to family or community housing.  Residential Beds: Referral arranged by County and/or provider agency.
Substance and Gambling Addiction Treatment for Adults Washington County Department of Health and Human Services 155 N First Avenue Hillsboro, OR 97123 503-846-4402 www.co.washington.or.us/HHS/Addiction/	Call Washington County at 503-846-2120  A list of Alcohol, Drug and Gambling Treatment Services Providers is available upon request	Evaluation performed by a provider agency.  Cost based on sliding fee scale. Affordable Care Act may change cost 1/2014.	Limited number of beds/units available for clients in treatment.  Service provider will refer to community housing opportunities.
Aging and Disability Resource Connection of Oregon Washington County Disability, Aging, and Veteran Services (DAVS) 180 E Main Street Hillsboro, OR 97123 503-846-3060 TTY: 711 davsinfo@co.washington.or.us www.co.washington.or.us/HHS/DAVS/	Contact Aging and Disability Resource Connection (ADRC) at 1-855-673-2372 www.ADRCofOregon.org  Receive information and referral to local resources.	Serving persons: *60+ years of age; *persons with physical disabilities ages 19 to 59 years	Long-term Care, Medicare counseling, an array of services to include OPI, benefits enrollment, home repair programs, veteran programs.  Service provider will refer to community housing opportunities.

Prepared by Annette M. Evans, Homeless Program Coordinator 503-846-4760 <u>Annette Evans@co.washington.or.us</u>







	Income Screen Total	8
	Last Grade Completed (HUD)	
	All school age children enrolled in school?	No
	If yes, what was the name of the school?	
	Family requests contact from School Liaison	No
lo	using Information	
	Has moved 2 or more times in 60 days	Yes
	Has client ever been evicted?	Yes
	Has client ever been evicted from subsidized housing?	No (HUD)
	Number of Evictions in last 5 years	2
	Does client owe money to any housing programs or previous landlords for back rent or damages?	Yes (HUD)
	Total \$ amount of housing arrearage	1500
	Total \$ amount owed to LOCAL utility companies:	500
	Do you have or have you ever had a housing voucher?	No
	If Yes, please describe	
	Restrictions on where any HH member can live?	No
	Housing Barriers score:	14

WashCo 2	Yr Employment	t History					
Start Date*	End Date	HH Member		Position/Title/Business Type	Employer/Business Name	Primary Reason For Leaving Employment	Good Employment Reference
Employment-relative	ated services cur	rently	none				

Services needed to maintain/secure employment:

transportation

Are you unable to work due to physical or emotional health issues?

Have you been denied disability benefits for which you are eligible?

If yes, would you like assistance in filling out an application for disability?

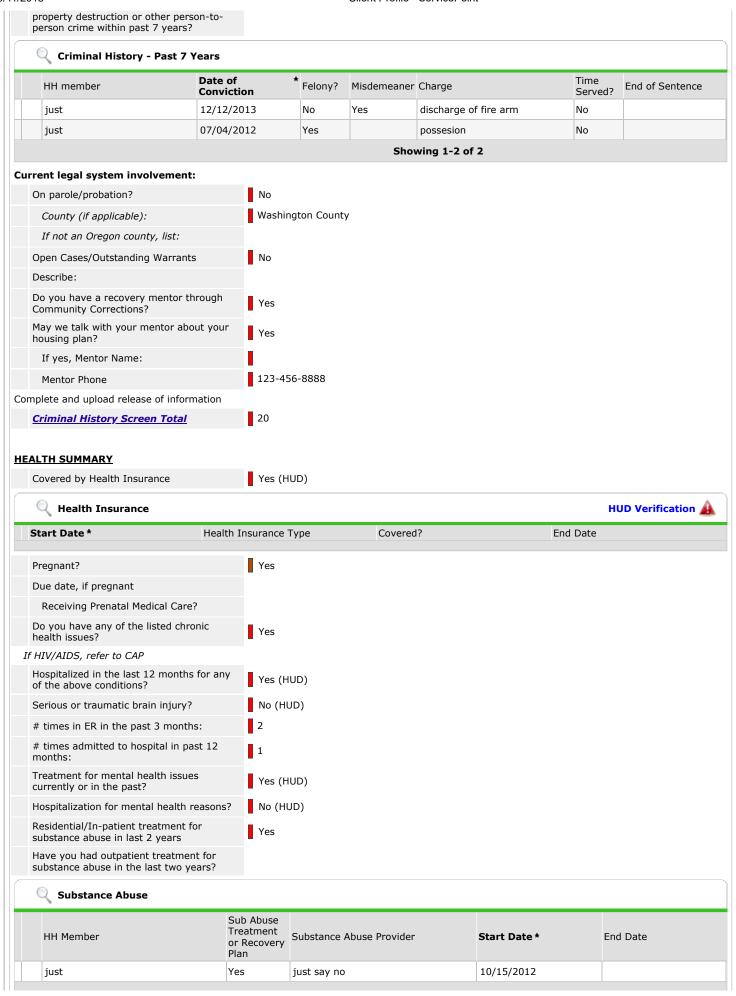
Referred to ASSIST?

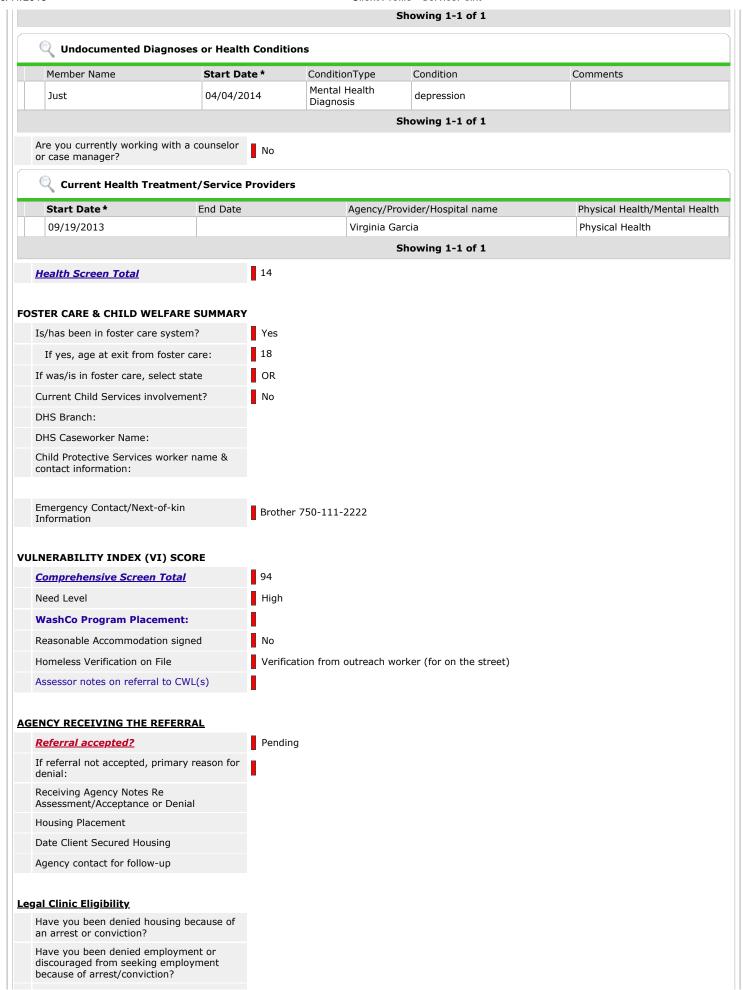
#### \*If YES to the two preceding questions, please refer client to ASSIST

Referred to Abbibi.	
Employment Screen Total	15
Debt Amount	3000
Has client made payment plan(s) with creditors?	No
Describe:	medical debt
Financial Status Screen Total	3

Complete this section for all Household Members 18 years of age or older:

Does client have a criminal history?	Yes (HUD)
Convicted Sex Offender?	No
Does the client owe court fees/fines?	Yes (HUD)
If yes, how much?	\$3,000
Is client restricted from having social contact with minors?	No
Convicted of arson, assault, drug distribution/manufacture or possession,	Yes (HUD)





Do you have a low-level criminal record or misdemeanors?

If you have debt that prevents you from obtaining housing, is it related to medical expenses?

If you receive Social Security Disability or Income, do you have debt related to child support?

Do you have debt that could be resolved through bankruptcy?

Have you been denied food stamps or discouraged from applying for food stamps?

Have you been denied medical services or government services due to lack of fixed address?

	me:	Com	mui	nity ——	Connect	Assessor Co	ontact Informa	ntion 						
Ag Ph	ency: one:					Email:								
	ior to completing asses						s interested i	n remain	ing i	n Wa	ashingtor	Cour	nty	
Co	mmunity Connect Assessi	ment Date:									<b></b>		5	
Re	ason for prior no-show,	if applicable: _												
			_		Where Di	d You Stay L								
		ally Homeless						minent Ri	sk of	Home	elessness			
	n shelter: Exit Date:						ith a friend							
	transitional housing: Ex						long can you s			(14 da	ays or less	= eligib	le)	
	amp, in a car or on the str	eet ** Immedia	te Pl	ace	ment		ith a family me							
	otel/Motel paid by vouch						long can you s	tay:		(14 da	ays or less	= eligib	ile)	
	a domestic violence situa						a hospital							
	ousehold is fleeing Domes		r to	Dν	Crisis Line		il/Prison/Juven		on					
	3)469-8620, 1(800)469-860		<b>A</b> /		la Cuiaia Li		otel/Motel paid							
	to Safety (Previously knov -235-5333	wn as Portiand V	von	nen	i's Crisis Li		ster Care or Gr	•						
505	-255-5555						bstance Abuse	Treatmen	t Faci	lity				
							etox Facility				2			
						∐ In	my own housi	ng – Renta	l Evic	tion r	notice? Ye	es No	0	
1	Was your situation cause	ed by Domestic	Vio	lend	ce?							$\square$ Y	es 🗆	No
2	How long have you been	n staying there?										•		
3	Client entering from the	streets, ES or S	Н									□Y	es 🗆	No
4	If Yes for "Client enteri			or S	SH" Appro	oximate date	started:					I		
	Regardless of where the							ne streets. i	in ES	or S	H in the			
5	past three years including		,	, 6,1					20	, 01 0				
6	Total number of months		e stı	reet	s, in ES o	r SH in the p	ast three years							
	Is household chronically													
7	( <u>Chronically Homeless</u> =	adult or unacc	_		•		•			_	-	□ Y	es 🗆	No
	not meant for human ha			_							usly or			
	on at least 4 occasions i						latively total ai	t least 12 n	nonth	1).				
8	What was the City and z		last	per	manent ac									
	City (HMIS-Client Loca	tion):				Zi	p Code:							
							Housi	ing Statu	ıs Sc	reen	Total:			
	Family Members						Race* &	Primary		bility	Disab	ility	Λ ии	ned
	(Last, First, M.I.)	Relationship	Se	ex	D.O.B.	S.S. #	Ethnicity**	Language	Docur	mented	Тур	е		ices
	(Last, First, Will.)						Leminerty						Jerv	rices
		H.O.H.	М	F					Υ	N			Υ	N
			М	F					Υ	N			Υ	N
			М	F					Υ	N			Υ	N
			М	F					Υ	N			Υ	N
			М	F					Υ	N			Υ	N
			М	F					Υ	N			Y	N
			М	F					· Y	N			Y	
				Ŀ										

\*Race Key:

 ${f N}$  = American Indian/Alaska Native  ${f P}$  = Native Hawaiian/Pacific Islander  ${f W}$  = White  ${f A}$  = Asian B = Black/African American

\*\*Ethnicity Key:
H = Hispanic / Latino

NON = Non Hispanic / Latino

9 If Developmental disability is YES. Is HH connected to Mentor Oregon or FAB (Full Access Brokerage)?						
Review Entry/Exit History. Has any household member been enrolled in a Washington County homeless assistance program in the last 2 years?						□ Yes □ No
11 Has any household member been homeless before?						
12	If Yes, at what age?					
			Re	ecidivism Screen T	otal:	
13	Is this client the Head of Household?(Tip: Veter	ans should alway	s be HoH)			☐ Yes ☐ No
14	If adult, does client have photo ID?					☐ Yes ☐ No
15	Is Head of Household a Domestic Violence victing	m/Survivor?				☐ Yes ☐ No
16	If yes, when did the last experience of domestic	☐ Withi	n the past 3 months	□ 3 to 6 months ago	□ 6	to 12 months ago
16	violence occurred?	☐ More	than 1 year ago	☐ Don't know	□ Re	fused
17	If yes for Domestic Violence victim/survivor, ar	e you currently fl	eeing?			☐ Yes ☐ No
				DV Screen T	otal:	
		Income S	Sources			
	Cash Benefits		\$ Amount		Who?	
Sup	plemental Security Income (SSI)	☐ Yes ☐ No	\$			
Soci	al Security Disability Income (SSDI)	☐ Yes ☐ No	\$			
Soci	al Security	☐ Yes ☐ No	\$			
Gen	eral Public Assistance	☐ Yes ☐ No	\$			
Tem	porary Aid to Needy Families (TANF)	☐ Yes ☐ No	\$			
Vete	erans Benefits	☐ Yes ☐ No	\$			
Emp	ployment Income	☐ Yes ☐ No	\$			
	d Support	☐ Yes ☐ No	\$			
	n work (Nursery, etc.)	☐ Yes ☐ No	\$			
	mployment Benefits	☐ Yes ☐ No	\$			
No I	Financial Resources- 0 income	☐ Yes ☐ No	\$			
	Non Cash Benefits					
	e Children's Health Insurance Program (SCHIP)	☐ Yes ☐ No	\$			
	erans Health Care	☐ Yes ☐ No	\$			
	licaid	☐ Yes ☐ No	\$			
	d Stamps	☐ Yes ☐ No	\$			
WIC		☐ Yes ☐ No	\$			
	CD/ TANF Child Care	☐ Yes ☐ No	\$			1 .
18	Total Household monthly Income					\$
19	Garnishments					☐ Yes ☐ No
20	If YES, Type of Garnishment:	II about)		Amount \$		
21	Percent of Median Family Income (Refer to AM ☐ 30% or below ☐ 31%-50% ☐ 51%-80%	*				
22	Federal Poverty Level  ☐ Up to 50% ☐ 51%-75% ☐ 76%-100%	□ 101%-125%	□ 126%-150%	□ 151% and over		
	= 57 to 50% = 51% 15% = 10%-100%	<u> </u>	120/0 130/0	Income Screen To	otal·	

	Highe	st Grade Con	npleted (HUD) by Ac	dults:						
			Name				Grade Level			
23										
2.1	All school ago children annalled in school?									
24	· ·									
25	If YES, What is the name of the School/s?									
26			ntact from School Lia	nicon:				□ Yes □ No		
	_									
27		usenoia mov ent ever beei	ed 2 or more times in	the past 60 days?				☐ Yes ☐ No ☐ Yes ☐ No		
28 29			n evicted from subsid	dizad housing?				☐ Yes ☐ No		
30			is in the last 5 years	inzed flousing?				L les L No		
31			ney to any housing p	programs or previou	s landlords for had	ck rent or o	lamages?	☐ Yes ☐ No		
32			ising arrearage:	rograms or previou	3 Ididioids for bac	ek tent of c	idmages:	□ 103 □ 110		
33			to Local utility comp	oanies:						
34			e you ever had a hou					☐ Yes ☐ No		
35	•	Please descri	•							
36	,		re any HH member o	can live?				☐ Yes ☐ No		
						Ho	using Barriers Score:			
						220				
	_ •	ent & Deb								
			YR Employment Hi			l I				
Sta	rt Date	End Date	HH Member	Position/Title	Employer	Hourly Wage	Primary reason for leaving job	Good reference		
						mage	ica (mg.job	☐ Yes ☐ No		
								☐ Yes ☐ No		
								☐ Yes ☐ No ☐ Yes ☐ No		
27										
37 Employment-related services currently receiving:										
38			d services currently re naintain/secure emplo				1.G T. 1.1			
						Empl	oyment Screen Total:			
	Service	e needed to m				Empl	oyment Screen Total:			
	Service Debt A	needed to m				Empl	oyment Screen Total:	\$		
38	Service  Debt A  Describ	mount	aintain/secure emplo	pyment:		Empl	oyment Screen Total:	\$		
38	Service  Debt A  Describ	mount		pyment:	be:	Empl	oyment Screen Total:	\$		
39	Service  Debt A  Describ	mount	aintain/secure emplo	pyment:				\$		
39	Service  Debt A  Describ	mount	aintain/secure emplo	pyment:			oyment Screen Total:	\$		
39	Service  Debt A  Describ	mount	aintain/secure emplo	pyment:				\$		
39 40	Debt A Descrit Has cli	mount ent made pay	aintain/secure emplo	ditors? Descrit	I			\$		
39 40	Debt A Describ Has cli	mount ent made pay	/ment plans with cred	ditors? Descrit	I			\$  Yes \( \) No		
38 39 40 Cri	Debt A Describ Has cli  minal Does c	mount ent made pay	ment plans with crea	ditors? Descrit	I					
39 40 <b>Cri</b> 41	Debt A Describ Has cli  minal Does c Convice	mount be: ent made pay  History — I lient have crited sex offen	ment plans with crea	ditors? Descrit	I			□ Yes □ No		
39 40 Cri 41 42	Debt A Describ Has cli  minal Does c Convic	mount be: ent made pay  History — I lient have crited sex offen	ment plans with creater please complete this minal history?	ditors? Descrit	I			☐ Yes ☐ No ☐ Yes ☐ No		
39 40 Cri 41 42 43	Debt A Describ Has cli  minal Does c Convic Does tl If Yes,	mount be: ent made pay  History — I lient have cri ted sex offen he client owe how much?	ment plans with creater please complete this minal history?	ditors? Describ	I			<ul> <li>□ Yes □ No</li> <li>□ Yes □ No</li> <li>□ Yes □ No</li> </ul>		
39 40 Cri 41 42 43 44	Debt A Describ Has cli  minal Does c Convic Does tl If Yes, Is clien	mount be: ent made pay  History — plient have crited sex offerme client owe how much?	please complete this minal history? der? court fees/fines?	ditors? Descrit section for all HH r	members over 18	Financia		☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No \$		

Cr	Criminal History – Past 7 years								
ŀ	HH member	Date o convicti	ion			Charge	Time serv		d of Sentence
			□ Yes □				□ Yes □ ì		
			☐ Yes ☐				☐ Yes ☐ I		
			☐ Yes ☐				☐ Yes ☐ î		
Cur	rent legal syste	m involver		INO   LI ICS	<u> </u>			.10	
47	On parole/pro								☐ Yes ☐ No
48	County, State:								
49	Open Cases/O		Warrants:						☐ Yes ☐ No
50	Describe:								
51		recovery n	nentor through	Washington C	ounty C	Community Corrections?			☐ Yes ☐ No
52	· ·		entor about you						☐ Yes ☐ No
	If YES, Mento	•	ericor decut ye	ar no worng pran	•	Pho	one:		
53	Release of info		ompleted						☐ Yes ☐ No
			1			Cwiminal II	istomy Com	on Totale	
						Criminal H	istory Scre	een Totai:	
Hea	alth Summai	ry							
<i>5</i> 1	Health Insurar	nce							☐ Yes ☐ No
54	□ Public		☐ Pri	vate		□ None		Unknown	
	Health Insurar	псе Туре	l .			1	<u> </u>		
55	□ MEDICAII	)	State Children' ogram	s Health Insura		☐ Employer – Provided He Care Insurance		☐ State Health	Insurance for
	□ MEDICAR	H	Veteran's Admedical Services	inistration (VA	·	☐ Health Insurance obtaing through COBRA		☐ Private Pay nsurance	Health
	Pregnant?								□ Yes □ No
56	Due date, if pr	egnant:		Rec	eiving I	Prenatal Medical Care?			☐ Yes ☐ No
57	Kidney disease/Er Liver Disease; He	nd Stage Rena Part disease, A	rrhythmia or irregi	sis; History of frost ular heartbeat; HI	//AIDS; E	thermia or immersion foot; Liver Emphysema; Diabetes; Asthma; C HIV/AIDS, Refer to CAP			□ Yes □ No
58	Hospitalized in	n the last 12	2 months for an	y of the above	conditio	ons?			☐ Yes ☐ No
59	Serious or trau	matic brain	n injury?						☐ Yes ☐ No
60	# of times in E	R in past 3	months:						
61	# of times adm	nitted to the	hospital in the	past 12 months	s:				
62	Treatment for	mental heal	lth issues curre	ntly or in the pa	ıst?				□ Yes □ No
63	Hospitalization	n for menta	l health reasons	s?					☐ Yes ☐ No
64	Residential in-	patient trea	tment for subst	ance abuse in 1	ast 2 ye	ars?			☐ Yes ☐ No
66	Have you had	outpatient t	treatment for su	ibstance abuse	in the la	ast 2 years?			☐ Yes ☐ No
Su	bstance Abuse								
	HH membe	er S	Sobriety Date	Treatment o Rec. Plan		Provider		F	and Date
				☐ Yes ☐ No					
				☐ Yes ☐ No	_				

1	Undocumented Diagnoses or Health Conditions								
	HH member	Start Date	Condition Type	Conc	lition	Comments			
			☐Behavior ☐ Mental Health ☐Physical ☐Medical						
			□Substance Abuse						
			□Other: □ Mental Health						
			□Physical □Medical						
			□Substance Abuse □Other:						
			□Behavior □ Mental Health						
			□Physical □Medical □Substance Abuse						
			Other:	_					
		working with a co	unselor or case manager to address	your housing situa	ation?	☐ Yes ☐ No			
67	Organization:								
	Counselor/Case M	Ianager Name:		Phone	:				
Cı	ırrent Health Trea	tment/Service Pr	oviders						
	HH member	Start Da	te Agency/Provider/Hos	spital Name	Physical or N	Mental Health			
				Hea	lth Screen Total:				
Fos	ter Care and Child	l Welfare Summa	rv						
	Is/has been in fost		- J			☐ Yes ☐ No			
68	If Yes, age at exit	from foster care:	State:			•			
69	Current Child We	lfare involvement?	•			☐ Yes ☐ No			
70	Child Protective S	Services worker na	me:	Phone	:				
Em	ergency Contact or	r next-of-kin info	mation:						
71									
			Compi	rehensive S	Screen Total:				
			•						
	ibility for Legal C								
72	-		efits for which you are eligible?			☐ Yes ☐ No			
73	<u> </u>		ical or emotional health issues?			☐ Yes ☐ No			
	-		filling out an application for disab	pility benefits?		☐ Yes ☐ No			
74	•		use of an arrest or conviction?		,	☐ Yes ☐ No			
75	conviction?		or discouraged from seeking emplo			☐ Yes ☐ No			
76	Do you have a lov exclusion, or a mi		cord that includes sidewalk obstruction?	ction, camping/tre	spass, park	□ Yes □ No			
77	If you have debt to	hat prevents you f	rom obtaining housing, is it related	to medical expens	ses?	☐ Yes ☐ No			
78	If you receive Soc support?	cial Security Disab	ility or Social Security Income, do	you have debt that	t is related to child	□ Yes □ No			
79			lved through bankruptcy?			☐ Yes ☐ No			
80	-		or discouraged from applying for fo			☐ Yes ☐ No			
81	Have you been de a fixed address?	enied medical serv	ces or been unable to receive gove	rnment services be	ecause of the lack of	□ Yes □ No			
				Referre	ed to Legal Clinic	☐ Yes ☐ No			

## **Community Connect Documents Check list**

Required Forms (Community Connect Packet)	
<ul> <li>□ 1. A Road Home</li> <li>□ 2. Resource Eligibility and Housing Option form (Appendix 10.7)</li> <li>□ 3. Self-Declaration of Income form</li> </ul>	
Documents required from client:	
<ul> <li>4. ID's for all adults in the household</li> <li>5. Social Security Cards for all members in the household</li> <li>6. Birth Certificates for all children under 18</li> </ul>	



# A Road Home

# NW Social Service Connections' HMIS/CMIS Client Consent to Release of Information for Data Sharing in Washington County, Oregon

Northwest Social Service Connections' Homeless Management Information System/Client Management Information System (HMIS/CMIS) is a computer system that is used to collect and share information on homelessness and social services throughout Washington County. The information gathered by HMIS/CMIS allows agencies to plan and deliver services that help people in need. By sharing information with each other, agencies are able to simplify service delivery by coordinating services and referrals across agencies.

Maintaining the privacy and safety of those using our services is very important to us. The HMIS/CMIS runs in compliance with all Federal and State laws and codes, including Health Insurance Portability and Accountability Act (HIPAA). Every person and agency that is authorized to read or enter information into the database has been trained on client confidentiality policies and has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights ended and may be subject to further penalties.

Services will not be denied should you choose not to share information. Information will still be collected and entered because of our federal and state requirements. **Certain minimum client information is shared throughout our HMIS/CMIS** in order to avoid creating duplicate client records. Authorized HMIS/CMIS persons at participating community agencies will be able to see the following data elements of all client records:

•First Name •Veteran Status

•Last Name •Gender

•Date of Birth •Social Security Number (required for specific services)

#### Please read the following statements and consult with your agency staff if you have any questions:

#### I UNDERSTAND THAT:

- I will not be denied services if I decline to share my data beyond the minimum requirements.
- The release of my information does not guarantee that I will receive assistance.
- The partner agencies will share my basic identifying information (Name, DOB, Veteran Status, Gender, SSN) in order to improve service delivery and reduce duplicate data collection.
- Any details about the programs I participate in or information I share with agency staff will not be
  disclosed to any third party unless I give written authorization or it is otherwise required by law. We
  must still report some information because our federal, state or funder requirements.
- This authorization will remain in effect for 7 years unless I revoke it in writing by signing a written statement or Revocation form.
- I understand that I may cancel my consent to data sharing at any time. However, doing so will not
  change information that has already been given out or actions already taken. Revocation will be
  effective as of that date.
- I have the right to see my HMIS/CMIS record, ask for changes, and to have a copy of my record from this agency upon written request.
- I have the right to file a complaint if I feel I have been harmed in some way by the use of HMIS/CMIS.
- I have the right to receive a copy of the HMIS/CMIS Notice to Clients of Uses and Disclosures.

Maintaining the privacy and safety of those using our services is very important to us. Your record will only be shared if you give us permission to do so. There may be risks and/or benefits for you to consider before you decide whether or not to consent to the release of information.

	d members listed below with oth	o share the following level of information er Northwest Social Service Connection	
1)	agree to share additional demog enrollment and exit information, in I receive, and contact information	ed data elements (Name, DOB, Gender, Varaphic information (including Race and Ethe Information about the nature of my situation Via the Northwest Social Service Connections' HMIS/CMIS partner agencies	hnicity), program n, services and referals tions' HMIS/CMIS with
2)	NOT agree to share any addition	ta elements (Name, DOB Gender, Veteral nal information through the Northwest Soci ner Northwest Social Service Connections	ial Service
Please lis	t the names and dates of birth of	all household members participating i	n services:
Client/Pare	ent or Guardian Name (please print)	Client/Parent or Guardian Signature	 Date
Agency Pe	ersonnel Name (please print)	Agency Personnel Signature	Date
□ Se	ecure Electronic File: HMIS ROI		

## **RESOURCE ELIGIBILITY AND HOUSING OPTIONS (Page 1 of 2)**

Applican	t Name:		
HMIS Cli	ent I.D. #: (To be completed by Community Connect staff)		
Please a	ssess with the applicant what appropriate subsequent options might be available to the house	old:	
	Subsequent Housing Options:		
	Are there any appropriate subsequent housing options for this household?  f <b>yes</b> , please note below:	□ Yes	□No
<b>2.</b> I	Have you verified that no other appropriate subsequent housing options are available?	□ Yes	□No
	Financial Resources and Support Networks:		
	Are there any financial resources or support networks available to this household that can be used to help them remain in their current housing or to obtain appropriate subsequent housing?	□ Yes	□No
I	f <b>yes</b> , please note below:		
<b>4.</b> [	Does anyone in the household have a checking or savings account?	□ Yes	□No
	f yes, please note account balances below:		
(	Checking \$ Savings \$		
	Have you verified that the household lacks the financial resources and support networks to maintain housing or obtain new housing?	□ Yes	□No
	Please document below (check all that apply):		
	icant's income is insufficient to obtain and/or maintain housing (see attached income verification cant is at% AMI.	).	
	cant has no friends or family in the area.		
☐ Appli	cant has no friends or family with housing that can support them space wise.		
	cant has no friends or family that is allowed to house them due to lease restrictions.		
	ds and family lack the financial resources to support the applicant.		
	ds and family refuse to provide assistance.		
□ Ine a	pplicant does not qualify for housing assistance through other agencies at this time.		
Com	munity Connect Staff Signature: Date:		
inform	ing this form, I declare that all of the Subsequent Housing, Financial Resource and Support Net ation provided in this document is true and correct to the best of my knowledge. stand that by providing fraudulent information, I could be prosecuted to the fullest extent of the		
App	olicant Signature Date		

Resource Eligibility and Housing Options Documentation is valid for 60 days from the Staff Certification date listed above.



## **SELF-DECLARATION OF INCOME (Page 2 of 2)**

Applicant Name:				
HMIS Client I.D. #:	(To be completed by Community Connect	staff)		
This is to certify the income status for the above named individual. Income includes but is not limited to:  The full amount of gross income earned before taxes and deductions.  The net income earned from the operation of a business, i.e., total revenue minus business operating expenses.  This also includes any withdrawals of cash from the business or profession for your personal use.  Monthly interest and dividend income credited to an applicant's bank account and available for use.  The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.  Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.  Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.  Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.  All basic pay, special day and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.  Check only one box and complete only that section				
Income:	perjury, that I currently receive the followin	g income:		
Source:	Amount:Amount:Amount:	Frequency: Frequency:		
Applicant Signature:	D	ate:		
No Income:				
_	perjury, that I do not have any income from	any source at this time.		
	hen I have attempted to but cannot obtain	ying income for assistance. I understand self third party verification.		

Date: \_\_\_\_\_



Community Connect Staff Signature:

## STAFF AFFIDAVIT FOR ACCOMMODATION

Аp	plicant	Name:	
Co ref for ag	nnect. errals b the rea reed to ogram b	ess applicant named below has been assessed. The applicant assessment score and the reconsed on specific housing/service needs are not son stated below. After consultation with the grant a reasonable accommodation to this again ased on:  plicant is eligible for the program; and	mmended scoring range for program ot in the best interest of the applicant ne following program agency, it has been
b)	The pr	ogram is more appropriate to meet the appli	cant needs; <u>and</u>
c)	applica Ap	sessment score does not accurately capture ant based on: plicant Assessment Score: points pposed Program Eligibility Score: points ason for accommodation:	Program Score Range (Appendix 10.9): 0-35 points = Low Barrier (Prevention, RRH) 35-75 points = Moderate Barrier (TH, RRH) 75+ points = High Barrier (PSH)
Re	fer to:	Program Contact	Agency
		Phone/Email Contact Information	
an	d certifi	evit certifies that true and complete informates that no conflict of interest exists related best interest of the applicant to be referred	to the provision of assistance, and that
to the ap	receive e best o plicant	on signing below certifies that the applicant assistance and that all of the information p f my knowledge. This Affidavit certifies tha named above has not resulted, nor will resuther for myself or for anyone with whom I here.	rovided above is true and complete, to the provision of assistance to the llt, in a personal or financial interest or
Со	mmunit	y Connect Staff Signature:	Date:
Pho	one:	Print Name  Email:	
Со	mmunit	y Connect Supervisor Signature:	
		Print Name	

## **Community Connect Assessment Scoring Guide**

#### Recidivism - Max= 10

Use of Washington County CoC or other	5pts
Washington County	Sp. C
homeless program entry in last 2 years	
Previously Homeless	5pts

#### **Domestic Violence History – Max 10**

Last incident within last 6 months	10pts		
Last incident 6-12 months	5pts		

#### **Housing Status – Max= 10**

Literally homeless	5 pts
Chronically homeless	10 pts

#### Income – Max= 10

0 income	10 pts
Below 30% AMI	8 pts
Above 30%	0 pts

#### **Housing History – Max= 12+ (base points on Worst History)**

Moved 2 or more times in last 60 days		5 pts
Owe \$ to previous	0-\$1,000	0 Pts
Landlord/arrearage	More than \$1,000	5 pts
Owe Utility	Yes	2 pts
	No	0 Pts
Evicted from federally	Yes	5 pts
funded/public housing	No	0 Pts
Evictions in the last 3 years		1 pt.
		for every eviction

## **Community Connect Assessment Scoring Guide**

#### Employment – Max=15 (base points on best history)

Unemployed			5 pts
No employment & not	In past <b>2 years</b>	10 pts	Plus 5 pts
in school	In the <b>last year</b>	5 pts	If currently
	In the last 6 months	2 pts	unemployed
Unsteady employment/ multiple jobs in last year			2 pts
Regular/Steady employment over past <b>2 years</b>			0 Pts

#### Financial Status – Max= 10 (base points on worst history)

Debt	More than \$ 10,000	10 pts
	5-10K	7 pts
	1-5k	3 pts
	Less than 1K	0 pts
Currently making payments/Payment plan in place		-3 pts

#### **Criminal History – Max= 36 (base points on worst history)**

Convicted Sex Offender			10 pts
Restricted from having contact with minors			5 pts
Conviction on list in 7 years	Yes		5 pts
Felony/Misdemeanor	Felony conviction in the last 2 Years	OR	10 pts
	Misdemeanor conviction in the last 2 years	OR	5 pts
	Felony over 2 years	OR	5 pts
	Misdemeanor over 2 years	OR	3 pts
Currently on Parole/probation	Yes		3 pts
Current open case or warrant	Yes		3 pts

## **Community Connect Assessment Scoring Guide**

#### **Health Summary = up to 43 points**

Health Insurance	Yes	0 pts
	No	5 pts
Number of Chronic Health Issues: How many of the following chronic Health Issues has the client been diagnosed and/or been treated for any of the following: Kidney disease/End Stage Renal Disease or Dialysis; History of frostbite hypothermia or immersion foot; Liver disease, Cirrhosis, or End-stage Liver Disease; Heart disease, Arrhythmia or irregular heartbeat; HIV/AIDS; Emphysema; Diabetes; Asthma; Cancer; Hepatitis C; Tuberculosis; High blood pressure or hypertension, mental health issue	Yes	5 pts
Serious or traumatic brain injury	Yes	5 pts
Hospitalized in the last 12 months for any of the above conditions	Yes	5 pts
# of times in ER in past 3 months		1 pt each
# of times admitted to the hospital in past 12 months		2 pts each
Hospitalization for mental health reasons in last year	Yes	10 pts
Inpatient treatment for	Less than 1 year	10 pts
substance Abuse/Detox	1-2 years	5 pts
	Longer than 2 yrs ago	0 pts

#### COMMUNITY CONNECT

#### **Immediate Placement Regardless of Points: Literally Homeless**

- DVRC/Monica's House
- Family Shelter Network: Community Action, Family Promise of Beaverton, Family Promise of Washington County, Good Neighbor Center
- Safe Place Youth Boys And Girls Aid
- Severe Weather Shelters

### Housing Placement Options based on Score Below 35 pts = low barrier

Housing Program Enrollment: 1 to 12 months

#### Prevention Assistance (rent and utility)

**Community Action Rent Assistance Programs** 

County Prevention Assistance (CPA) for Severely Rent Burdened Households <50% AMI

#### **Transitional Housing:**

Homeless to Work

#### **Rapid Rehousing**

Emergency Solution Grant (ESG)

Community Action Rent Assistance

Metro HomeShare

Support Services for Veteran Families (SSVF)

#### 35-75= moderate

Housing Program Enrollment: 1 to 24 months

#### **Transitional Housing:**

Fredrick House

Salvation Army Veterans & Family Center

Transitional Living Program - Boys & Girls Aid

#### Rapid Rehousing with Case Management:

Emergency Solutions Grant (ESG)

CoC Rapid Re-Housing for Families

**Housing Stabilization Program** 

Sojourner's House (survivors of domestic violence)

Support Services for Veteran Families (SSVF)

#### 75+=high

Housing Program Enrollment: long-term/permanent

#### **Permanent Supportive Housing:**

Legacy Shelter Plus Care – Service Providers include: Cascade AIDS Project; Community Action; Housing Independence; LifeWorks NW; Luke-Dorf, Inc.; Open Door; and Sequoia MHS, Inc.

HUD –Veteran Affairs Supportive Housing (VASH)

Safe Haven (Must meet federal chronic homeless definition)

Hillsboro GILP/Hartner House (Must meet federal chronic homeless definition)

**Tom Brewer House** 

#### **Community Connect - Occupied Beds Summary**

11/17/15

Page 1 of 2

#### **Emergency Shelter**

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
BGA - Safe Place Youth Shelter (ESG)(2533)	4	4	4	4
CAO - Family Shelter - ESG(2385)	5	5	20	14
Family Promise - SP - ESG(2280)	3	3	14	10
Good Neighbor Center (GNC) (OHCS ESG)(2285)	9	9	36	39

#### **Homelessness Prevention (HUD)**

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
CAO - OCD-ESG Prevention(3950)	10	19	25	47
CAO - OHCS-ESGP Prevention(3948)	2	2	3	3

#### PH - Housing only (HUD)

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
WashCo - The Knoll(3210)	12	12	12	12
WashCo - VASH - SP(3035)	87	70	108	104

#### **Permanent Supportive Housing**

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
LifeWorks NW - Tom Brewer Recovery House(2816)	18	15	18	16
Luke-Dorf Graduated Independent Living (HILP) (2651)	14	8	14	8
Sequoia MH - Tri-Haven(2513)	12	15	12	15
WashCo-SPC-CH0140C(3324)	3	4	3	4
WashCo-SPC-ch0152c(3988)	3	3	3	3
WashCo-SPC-OR0095L(2928)	160	155	230	224
WashCo-SPC-OR0155L (CH706001)(2802)	22	28	22	29

#### Rapid Re-Housing

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
CAO - CoC RRH Families(4726)	30	28	75	84
CAO - OCD-ESG Rehousing(3949)	1	11	6	34
CAO - OHCS-ESGP Rehousing(3942)	9	3	9	9
CAO - Rent Assistance Program(2384)	18	79	50	183
CAO - SSVF Rehousing(3928)	20	29	36	49

## **Community Connect - Occupied Beds Summary**

11/17/15

Page 2 of 2

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
GNC - Housing Stabilization Program(2402)	12	8	24	29
Lutheran Community Services NW - HopeSpring Program (OHCS ESG 2012)(2294)	15	3	36	9

#### Safe Haven

	Max HH		Max Persons	
Entry Exit Provider Id	(worksheet)	Households	(worksheet)	Persons
Luke-Dorf - Safe Haven(2530)	10	6	10	6

## **Transitional Housing**

Entry Exit Provider Id	Max HH (worksheet)	Households	Max Persons (worksheet)	Persons
BGA - Transitional Living Program(2534)	11	9	13	12
Homeless to Work (HtW) (Wash Co)(2837)	13	11	13	11
Salvation Army Veterans and Family Center - SP (4101)	59	51	70	76
Washington County Transitional Corrections Housing Program(2401)	3	3	9	16

Prompt Information			
Report:	WashCo - Community Connect - Occupied Beds Summary v04		
Report effective:	Nov 17, 2015 3:11:28 AM		
Provider Group:	WashCo Community Connect(733)		

## **Community Connect**

#### PROGRAM INFORMATION FOR CLIENTS

Click on the PDF icon to review information on the program. This information is available for printing and sharing with the participant being referred to the Provider Agency below



Not for Release – All Information Below is Internal to Community Connect

PROGRAM RE	FERRAL CONTACT INFORMATION
PROJECT NAME:	
AGENCY NAME: AGENCY STREET ADDRESS:	
AGENCY CITY, STATE ZIP	
CONTACT NAME:	
PHONE & EMAIL INFORMATION: OFFICE HOURS/DAYS:	
ALTERNATE CONTACT:	
PHONE & EMAIL INFORMATION: OFFICE HOURS/DAYS:	
PROGRAM DESCRIPTION: Examples of items to include: Type of housing, target population (chronic, family, youth, etc.), target subpopulation (men only, women only, veteran, fleeing domestic violence), target age (youth ages, seniors 55+)	
SPECIAL ELIGIBILITY REQUIREMENTS: Examples of items to include: Required of diagnosed disabling condition, diagnosis of mental health, must meet SPMI, required clean and sober 6+ months, etc.	
HOMELESS REQUIREMENTS:	HUD homeless definition: Category 1 "Literally Homeless" on the street or in shelter. Category 2. "Imminent Risk of Homelessness" within 14 days.

# Department of Veterans Affairs

## REQUEST FOR AND AUTHORIZATION TO RELEASE HEALTH INFORMATION

PRIVACY ACT INFORMATION: The execution of this form does not authorize the release of information other than that specifically described below. The information requested on this form is solicited under Title 38 U.S.C. The form authorizes release of information in accordance with the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164; 5 U.S.C. 552a; and 38 U.S.C. 5701 and 7332 that you specify. Your disclosure of the information requested on this form is voluntary. However, if the information including the last four of your Social Security Number (SSN) and Date of Birth (used to locate records for release) is not furnished completely and accurately, VA will be unable to comply with the request. The Veterans Health Administration may not condition treatment, payment, enrollment or eligibility on signing the authorization. VA may disclose the information that you put on the form as permitted by law. VHA may make a "routine use" disclosure of the information as outlined in the Privacy Act system of records notices identified as 24VA10P2 "Patient Medical Record – VA" and in accordance with the VHA Notice of Privacy Practices. VA may also use this information to identify Veterans and persons claiming or receiving VA benefits and their records, and for other purposes authorized or required by law.

their records, and for other purposes authorized or required by law.	nd persons claiming	of receiving VA benefits and				
TO: DEPARTMENT OF VETERANS AFFAIRS (Name and Address of VA Health Care Facility)						
Portland VA Health Care System						
3710 SW U.S. Veterans Hospital Rd.						
Portland, OR 97239						
503-220-8262  LAST NAME- FIRST NAME- MIDDLE INITIAL	LAST 4 SSN	DATE OF BIDTH				
LAST NAME- FIRST NAME- MIDDLE INITIAL	LAST 4 55N	DATE OF BIRTH				
NAME AND ADDRESS OF ORGANIZATION, INDIVIDUAL, OR TITLE OF INDIVIDUAL TO WHOM INF						
Veteran Continuum of Care Partners: Washington County Continu						
Army, Community Action, Luke-Dorf, LifeWorks, Sequoia Mental	Health, Ope	n Door,				
Washington County Housing, HomePlate						
VETERAN'S REQUEST						
I request and authorize Department of Veterans Affairs to release the information specified below to the request. I understand that the information to be released includes information regarding the following co		dividual named on this				
☐ DRUG ABUSE ☐ SICKLE CELL ANEMIA						
ALCOHOLISM OR ALCOHOL ABUSE TESTING FOR OR INFECTION WITH HUMAN IM		Y VIRUS (HIV)				
DESCRIPTION OF INFORMATION REQUESTED						
Check applicable box(es) and state the extent or nature of information to be provided:						
HEALTH SUMMARY (Prior 2 Years)						
INPATIENT DISCHARGE SUMMARY (Dates):						
PROGRESS NOTES:						
SPECIFIC CLINICS (Name & Date Range):						
SPECIFIC PROVIDERS (Name & Date Range):						
DATE RANGE:						
OPERATIVE/CLINICAL PROCEDURES (Name & Date):						
LAB RESULTS:						
SPECIFIC TESTS (Name & Date):						
DATE RANGE:						
RADIOLOGY REPORTS (Name & Date):						
LIST OF ACTIVE MEDICATIONS						
X OTHER (Describe): 2 way verbal/written communication-includes	X OTHER (Describe): 2 way verbal/written communication-includes Veteran's ID info for					
purposes related to Veteran's needs and requested assistance						
PURPOSE(S) OR NEED						
Information is to be used by the individual for:						
☐ TREATMENT ☐ BENEFITS ☐ LEGAL ☒ OTHER (Specify below)						
To goordinate placement into bouging and/or aggist Not with h	ouging rote	ntion governo				

VA FORM JUN 2017 10-5345 Page 1 of 2

LAST NAME- FIRST NAME- MIDDLE INITIAL	-		LAST 4 SSN	DATE OF BIRTH	
AUTHORIZATION					
I certify that this request has been made freely, vo knowledge. I understand that I will receive a copy action has already been taken to comply with it. V Any disclosure of information carries with it the p	y of this form after I sign it. I may revoke this Written revocation is effective upon receipt by t	authorization in v he Release of Inf	writing, at any time of cormation Unit at the	except to the extent that facility housing records.	
I understand that the VA health care provider's op receive VA benefits, their amount. They may, how in benefit decisions.					
	EXPIRATION				
Without my express revocation, the authorizat	tion will automatically expire.				
UPON SATISFACTION OF THE NEED F	FOR DISCLOSURE				
ON (enter a future	e date other than date signed by patient)				
X UNDER THE FOLLOWING CONDITION	(S): upon resolution of hou	sing cris	is		
PATIENT SIGNATURE (Sign in ink)			DATE (mr	n/dd/yyyy)	
LEGAL REPRESENTATIVE SIGNATURE (if	applicable) (Sign in ink)		DATE (mr	n/dd/yyyy)	
PRINT NAME OF LEGAL REPRESENTATIVE	≣	RELATIONS	HIP TO PATIENT		
	FOR VA USE ONLY				
TYPE AND EXTENT OF MATERIAL RELEASED					
DATE RELEASED	RELEASED BY:				

VA FORM 10-5345, JUN 2017 Page 2 of 2



# A Road Home

# NW Social Service Connections' HMIS/CMIS Client Consent to Release of Information for Data Sharing in Washington County, Oregon

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Maintaining the privacy and safety of those using our services is very important to us. The HMIS/CMIS runs in compliance with all Federal and State laws and codes, including Health Insurance Portability and Accountability Act (HIPAA). Every person and agency that is authorized to read or enter information into the database has been trained on client confidentiality policies and has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights ended and may be subject to further penalties.

Services will not be denied should you choose not to share information. Information will still be collected and entered because of our federal and state requirements. **Certain minimum client information is shared throughout our HMIS/CMIS** in order to avoid creating duplicate client records. Authorized HMIS/CMIS persons at participating community agencies will be able to see the following data elements of all client records:

•First Name •Veteran Status

•Last Name •Gender

•Date of Birth •Social Security Number (required for specific services)

#### Please read the following statements and consult with your agency staff if you have any questions:

#### I UNDERSTAND THAT:

- I will not be denied services if I decline to share my data beyond the minimum requirements.
- The release of my information does not guarantee that I will receive assistance.
- The partner agencies will share my basic identifying information (Name, DOB, Veteran Status, Gender, SSN) in order to improve service delivery and reduce duplicate data collection.
- Any details about the programs I participate in or information I share with agency staff will not be
  disclosed to any third party unless I give written authorization or it is otherwise required by law. We
  must still report some information because our federal, state or funder requirements.
- This authorization will remain in effect for 7 years unless I revoke it in writing by signing a written statement or Revocation form.
- I understand that I may cancel my consent to data sharing at any time. However, doing so will not
  change information that has already been given out or actions already taken. Revocation will be
  effective as of that date.
- I have the right to see my HMIS/CMIS record, ask for changes, and to have a copy of my record from this agency upon written request.
- I have the right to file a complaint if I feel I have been harmed in some way by the use of HMIS/CMIS.
- I have the right to receive a copy of the HMIS/CMIS Notice to Clients of Uses and Disclosures.

Maintaining the privacy and safety of those using our services is very important to us. Your record will only be shared if you give us permission to do so. There may be risks and/or benefits for you to consider before you decide whether or not to consent to the release of information.

	d members listed below with oth	o share the following level of information er Northwest Social Service Connection	
1)	agree to share additional demog enrollment and exit information, in I receive, and contact information	ed data elements (Name, DOB, Gender, Varaphic information (including Race and Ethe Information about the nature of my situation Via the Northwest Social Service Connections' HMIS/CMIS partner agencies	hnicity), program n, services and referals tions' HMIS/CMIS with
2)	NOT agree to share any addition	ta elements (Name, DOB Gender, Veteral nal information through the Northwest Soci ner Northwest Social Service Connections	ial Service
Please lis	t the names and dates of birth of	all household members participating i	n services:
Client/Pare	ent or Guardian Name (please print)	Client/Parent or Guardian Signature	 Date
Agency Pe	ersonnel Name (please print)	Agency Personnel Signature	Date
□ Se	ecure Electronic File: HMIS ROI		



# EMERGENCY SOLUTIONS GRANT (ESG) Program Manual

Washington County

Office of Community Development

FY 2018

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#### I. Program Summary

The Emergency Solutions Grant (ESG) provides federal funds to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and data collection through the Homeless Management Information System; as well as administrative activities. The ESG program is authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 – 11378).

In PY 2018, Washington County will receive an estimated \$166,014 in Emergency Solutions Grant (ESG) funds. In coordination with the activities of the County's Continuum of Care – The Housing and Supportive Services Network (HSSN), OCD administers the ESG program. After consulting with the HSSN, it was decided that Washington County will use FY 2018 ESG funds primarily for rapid re-housing activities, with 7.5 percent of the total FY 2108 ESG allocation to be used for administration of the program. The reduction in County ESG funds from previous years used for street outreach, emergency shelter operations, and homeless prevention will be offset by a comparable increase in State funds administered through Community Action for these activities so that the total distribution of funds administered by Community Action relative to these different activities to address homelessness in the Washington County Continuum of Care network will remain approximately the same.

#### A. Program Standards

Subgrantees are required to comply with the following minimum program standards as outlined in 24 CFR Part 576.

#### 1. Evaluating Eligibility for Assistance/Coordinated Entry

The Washington County Emergency Solutions Grant (ESG) Program participates in and complies with the Housing and Supportive Services Network (HSSN) coordinated entry process, commonly known as Community Connect. Community Connect utilizes standard assessment tools and protocols approved by the HSSN. Specific protocols have been established to address the specific health and safety concerns for youth, those who are in the midst of a mental health crisis, and individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim specific providers.

The eligibility process includes an initial phone or in person screening to determine whether or not the applicant meets one of HUD's categorical definitions of homeless or at risk of homelessness. If yes, then a more comprehensive assessment is completed in person either by Community Connect staff or approved outreach staff to verify applicants' homeless status and determine which ESG service components they qualify for and that will address their housing need. Eligibility determinations must be documented in client files and preferably through third-party documentation. Intake worker observation or participant self-certification can be

used when due diligence by staff and client is documented in the file indicating third-party verification is unavailable.

Re-evaluations of eligibility for continued receipt of homelessness prevention and rapid re-housing assistance are required—every three (3) months for prevention and annually for rapid re-housing. Minimally, each re-evaluation of eligibility must verify that the client household does not have an annual income that exceeds thirty (30) percent of HUD determined median family income for the service area **and** the household continues to lack sufficient resources and support networks needed to retain housing without ESG assistance. If a program participant informs the subgrantee of a change in income there is no immediate effect on the program participant's eligibility and assistance can continue at the discretion of the subgrantee until the next required re-evaluation. There is no HUD or OCD requirement that the client notify the subgrantee of changes to income prior to the required re-evaluations, as specified above.

#### 2. Assessment and Prioritization

Subgrantees are required to have a written standard assessment process and tool(s) that are applied to all eligible recipients of shelter essential services. Prioritization for services must align with service area homeless and/or community needs assessment plans. When developed, subgrantees are required to comply with their services area(s) Continuum of Care assessment and prioritization requirements (576.400(d)), including verifying and documenting eligibility.

The CoC shall organize training opportunities for new hires and at least once annually to organizations and or staff persons at organizations that serve as access points or administer assessments as part of the Community Connect coordinated entry system. The purpose of the training is to provide all staff administering assessments with access to materials that clearly describe the methods by which assessments are to be conducted with fidelity to the CoCs coordinated entry written policies and procedures.

New hire training and orientation for Assessment Specialists performing Community Connect Screening shall include the following:

- Overview of the housing programs and resources aligned with Community Connect.
- Training in how to perform and assessment using client-centered approach.
- Confidentiality/privacy training that includes safety for persons fleeing domestic violence and how to determine program eligibility for appropriate referrals for persons with disabilities.
- Training on nondiscrimination and how to perform an assessment using a client centered approach that is culturally and linguistically sensitive.
- Safety planning and training.
- ServicePoint HMIS training.
- Training on how to conduct a trauma-informed assessment. Enroll and complete within 6 months of hire Trauma Informed Care course.

Enroll and complete within 6 months of hire the Rent Well course, as this training
provides the Assessment Specialist with information that is beneficial to serving people
who are at risk of homelessness or have housing barriers.

Annual training for Assessment Specialists performing Community Connect Screening shall include the following:

- Overview of the most recent CoC Housing Inventory Chart (HIC) submitted to HUD, with emphasis on new/future housing resources
- Review of the assessment and referral process to ensure fidelity to the Community Connect policies and procedures
- Confidentiality/privacy training that includes safety for persons fleeing domestic violence and hot to determine program eligibility for appropriate referrals for persons with disabilities
- Mental Health First Aid training
- Safety planning and training

Shelter essential services include: case management; child care; education services; employment assistance and job training; outpatient health services; legal services; life skills training; mental health services; substance abuse treatment services; transportation; and services for special populations. Provision of services should be determined based on client need and in alignment with subgrantee's targeted populations.

Provision of essential services and shelter must be available to shelter residents for at least the time period during which the ESG funds are provided. Services do not need to be limited to a particular site as long as the site serves the same categories and types of homeless originally provided with essential services or serves homeless persons in the same service area where the subgrantee originally provided the services.

#### 3. Integration/Coordination with Mainstream Services

Subgrantees are required to be active members of the COC and contribute to the identification, development and coordination of resources that will promote and increase the efficiency and effectiveness of the community's homeless system. Subgrantees must coordinate and integrate, to the extent possible, their ESG-funded assistance with other programs serving homeless and at-risk of homelessness people within the service area, including referral process (refer to 24 CFR 576.400).

#### 4. Street Outreach

Subgrantees are required to target unsheltered homeless individuals and/or families whose primary nighttime residence is a public or private place not meant for human habitation. It is recommended that preference be given to those special populations who are most vulnerable

to being harmed by living in unsafe and unprotected places, i.e. victims of domestic and other forms of violence, youth, families with children, disabled, elderly, etc.

Engagement activities must include an initial assessment of needs and eligibility in order to prioritize the type and source of assistance required with safety and urgent health needs being the highest priority. Emergency health services, including mental health, can be funded with ESG only to the documented extent that other non-ESG funded appropriate health services are inaccessible or unavailable within the service area. Based on need and assessment, qualifying individuals and/or families will be offered essential services beyond emergency health and other crisis intervention assistance that include case management, transportation, and housing stabilization. Whenever feasible, rapid re-housing will be a priority over the provision or referral to emergency shelter or transitional housing.

The three agencies in Washington County that currently provide street outreach services to the homeless include Open Door Counseling Center, Luke Dorf, and HomePlate Youth Services, which perform this work under subcontract through Community Action Organization. They are required to target unsheltered homeless individuals and/or families whose primary nighttime residence is a public or private place not meant for human habitation. It is recommended that preference be given to those special populations who are most vulnerable to being harmed by living in unsafe and unprotected places, i.e. victims of domestic and other forms of violence, youth, families with children, disabled, elderly, etc.

Street outreach providers may have multiple contacts with an individual or family prior to engagement in services. Engagement is defined as those activities intended to locate, identify and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention and connections with the homeless services and/or mainstream social services and housing programs. An individual or family is considered to have achieved "engagement" when an interactive client relationship results in a deliberate client assessment or beginning of a case plan and, therefore, requires an initial assessment of needs and eligibility in order to prioritize the type and source of assistance required. Safety and urgent health needs should be the highest priority. Based on need and assessment, qualifying individuals and/or families will be offered essential services that include case management, transportation, and housing stabilization. Whenever feasible, rapid re-housing will be a priority over the provision or referral to emergency shelter or transitional housing.

#### 5. Emergency Shelter Operations

The Washington County Shelter Network is made up of five shelters; three in a system coordinated by Community Action and two others that operate in concert with the system but with procedures that are slightly different due to the special needs populations they serve. The three shelters coordinated by Community Action include the Community Action Shelter located in downtown Hillsboro, Family Promise of Washington County located in downtown Hillsboro, and the Good Neighbor Center located in Tigard. The two additional shelters that operate in concert with the system include Boys and Girls Aid Safe Place for Youth and the Domestic

Violence Resource Center (Monica's House). The Shelter Network works collaboratively to find other housing options, or if none, shelter opportunities, within the network of shelters so as to prevent households from living on the street.

#### **Procedure for the Shelters Coordinated by Community Action:**

**Admission:** To be admitted onto the Shelter Waitlist, the household must be a household with children and qualify as "homeless" based on HUD's definitions under the HEARTH Act.

D ocumentation of homelessness occurs either at the Community Connect Assessment, or at the point of entry into the shelter. The Network will refer the household at the top of the list to rehousing opportunities (if applicable) or the next available shelter with open beds. The list for shelter is administered on a first come, first served basis with priority given to literally homeless families and families with an immediate safety need. Each shelter must adhere to the standardized method for documenting homeless status approved by the HSSN in order to be eligible for ESG assistance.

Individual Shelter admission criteria must be in compliance with Fair Housing Law and cannot force involuntary family separation by denying family admission based on the age of a child less than 18 years. All individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, will receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation, in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs."

**Diversion from Shelter:** Based on the results of the standardized assessment, individuals and families should be diverted when appropriate to the most stable housing available including supportive or subsidized permanent housing using the Housing First or Rapid Re-housing service models.

Essential Services and Referral: Emergency shelter participants must have access to essential services either through direct service delivery by the subgrantee and/or provision of information and referral to other service providers. Essential services include: case management; child care; education services, employment assistance and job training; outpatient health services; legal services; life skills training; mental health services; substance abuse treatment services; transportation; services for special populations and mainstream income and health benefits where appropriate.

Length of Stay and Discharge: Shelters will discharge families when they have reached the end of the stay (as dictated by Shelter policy). The Shelters will coordinate with the Shelter Network Coordinator to determine whether there are other options for housing available before the household is moved to the next shelter (to prevent discharging onto the street). To the maximum extent possible given resources in this jurisdiction, shelters will work to prevent release of households into homelessness. Limitations on individual and family shelter stays must be identified in writing in the subgrantees' policies and procedures governing shelter

operations and provided to all shelter residents at intake. The subgrantee must also have written denial, termination and grievance policies and procedures, in accordance with the requirements identified in this manual.

Safety and Accommodations for Special Populations: Any shelter facility that receives ESG assistance operations is required to meet all federal, state and local government safety, sanitation and accessibility standards including compliance with the safety, sanitation and privacy requirements contained in 24 CFR 576.403. Subgrantees are required to develop and implement written procedures and communication tools/materials that ensure persons of any particular race, color, ethnicity, religion, sex, age, national origin, familial status, or disability who may qualify for shelter and essential services are aware of and have access to such facilities and assistance. Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize the shelter and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act.

Subgrantees are also required to have written procedures in place that ensure access to shelter facilities, assistance and services for limited English proficiency (LEP) persons. It is highly recommended that subgrantees develop and implement an agency Language Access Plan following guidelines provided in the Fair Housing Guide for Shelter and Transitional Housing Providers which can be accessed at <a href="http://portal.hud.gov/hudportal/HUD?src=/program offices/fair housing equal opp/promotingfh/lep-faq">http://portal.hud.gov/hudportal/HUD?src=/program offices/fair housing equal opp/promotingfh/lep-faq</a>.

Domestic violence victims and other persons in need of victim services must have access to a safe setting and have their identity protected. Subgrantees are required to implement procedures to ensure confidentiality of records pertaining to any individual who is provided family violence prevention, treatment or other services. Subgrantees must also certify that the address of a family/individual violence shelter will not be made public without permission of the shelter agency.

Subgrantee emergency shelter policies and procedures must:

- Prohibit disclosing personally identifying victim information to any third party without consent of the victim;
- Ensure victim consent is reasonably time-limited, written and specific as to whom information will be shared;
- Identify and utilize an alternative HMIS to collect program data that will prevent the disclosure of personally identifying victim information; and
- Include confidentiality policies and procedures that require staff to refrain from discussing client information in public and ensure client records are secure and only accessible to authorized staff.

#### Procedure for Boys and Girls Aid Safe Place for Youth:

**Admission:** Youth self-refer or are referred by outside source (Community Connect, police, schools, HomePlate, counseling services). Shelter accepts youth age 12 – 19. Clients must be sober (can work with clients seeking help with sobriety), have the ability to keep themselves safe in the community during daily unsupervised community time and non-aggressive. Agency does manage a waitlist and there are criteria (risk factors) for pulling off the list (not by first come first serve). Youth will not be placed on the list unless he or she has talked directly to staff, either by phone or in person.

All individuals, included transgender individuals and other individuals who do not identify with the sex they were assigned at birth, will receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation, in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs."

**Diversion:** If the youth has just run away, Agency will try to divert from shelter by trying to get him or her back with family or family member before placing in the shelter.

**Referral:** While in care, Agency places a priority on a return to home or another family member if possible. Getting the youth to a stable resource is priority. Refer to Boys & Girls Aid's Transitional Living Program (TLP) or other housing programs if available (Portland youth housing programs or Job Corps).

**Discharge:** Discharge after up to 30 days of stay at shelter (extensions possible). Discharge is ideally dictated by plan in place. Discharge into homelessness ONLY occurs when youth discharge themselves. Discharge into homelessness may occur for adults when they have exhausted their eligibility for shelter and no other housing resource/shelter is available. All efforts are made to prevent this type of discharge. If youth is making progress and space is available, youth may enter Extended Support Services at Safe Place and receive up to 90 additional days of shelter. The subgrantee must also have written denial, termination and grievance policies and procedures, in accordance with the requirements identified in this manual.

#### Procedure for Domestic Violence Resource Center (Monica's House):

**Admission:** Clients will typically call in (drop-ins are not welcomed due to the confidential nature of the shelter). Stay at the shelter (Monica's House) is intended to be only for those in imminent danger. Referrals are taken for all ages and clients are accepted regardless of gender. Single adults with their children are accepted, but not dual parents. Client must be sober, and exhibit appropriate behavior for communal living; a drug test is required and used as a method to assess needs of the individual, not to deny services. No wait list, clients are accepted into the shelter on a first come, first serve, based upon availability and that the victim is in "imminent danger".

All individuals, included transgender individuals and other individuals who do not identify with the sex they were assigned at birth, will receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation, in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs."

**Diversion:** DVRC evaluates the safety of a household to determine first whether there are options for diversion away from shelter prior to placing the household in shelter. If under imminent danger, then they are accepted. DVRC coordinates other services as needed to ensure that clients do not have to go into shelter if there are other options that do not compromise safety. Most are not "homeless", or are only temporarily without housing, or have other housing options. Those who are literally "homeless" are referred to Community Action.

**Referral:** Referrals come from hospitals, other agencies, and even other jurisdictions across the country. The common thread of clients served by DVRC is not socioeconomic; DVRC primarily serves low-income clients, but that is not a criterion for services. 120 adult clients and 150 children (270 total) stay at Monica's House annually. Some are referred to Survivor House (similar to Oxford House) or Oxford Recovery Living. Some are referred to Community Connect to access other homeless assistance programs, or will access the DV emergency grant to obtain financial assistance to secure housing (1st and last month's rent, fees, etc.).

Discharge: DVRC will discharge clients when they are no longer in imminent danger and have identified a permanent housing option, typically 4 weeks, though there is no specified time limit. DVRC's Case Manager coordinates with the clients weekly to discuss options for available housing before the household is moved to another shelter or to another housing option (to prevent discharging onto the street). To the maximum extent possible given resources in this jurisdiction, DVRC works to prevent release of households into homelessness, unless the client poses a threat to other clients staying at the shelter. Examples of unacceptable behavior include bringing alcohol or drugs into the shelter, bringing a perpetrator to the shelter, or bringing weapons on site. Additionally, aggressive or inappropriate behavior that is not conducive to communal living is also grounds for immediate dismissal from the shelter (clients with children are given more time to identify another housing option to prevent discharging to the street). The subgrantee must also have written denial, termination and grievance policies and procedures, in accordance with the requirements identified in this manual.

**Safety and Accommodations for Special Populations:** Any shelter facility that receives ESG assistance operations is required to meet all federal, state and local government safety, sanitation and accessibility standards including compliance with the safety, sanitation and privacy requirements contained in 24 CFR 576.403.

Subgrantees are required to develop and implement written procedures and communication tools/materials that ensure persons of any particular race, color, ethnicity, religion, sex, age, national origin, familial status, or disability who may qualify for shelter and essential services are aware of and have access to such facilities and assistance. Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize the shelter and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act.

Subgrantees are also required to have written procedures in place that ensure access to shelter facilities, assistance and services for limited English proficiency (LEP) persons. It is highly recommended that subgrantees develop and implement an agency Language Access Plan following guidelines provided in the Fair Housing Guide for Shelter and Transitional Housing Providers which can be accessed at <a href="http://portal.hud.gov/hudportal/HUD?src=/program offices/fair housing equal opp/promotingfh/lep-faq">http://portal.hud.gov/hudportal/HUD?src=/program offices/fair housing equal opp/promotingfh/lep-faq</a>.

Domestic violence victims and other persons in need of victim services must have access to a safe setting and have their identity protected. Subgrantees are required to implement procedures to ensure confidentiality of records pertaining to any individual who is provided family violence prevention, treatment or other services. Subgrantees must also certify that the address of a family/individual violence shelter will not be made public without permission of the shelter agency.

Subgrantee emergency shelter policies and procedures must:

- Prohibit disclosing personally identifying victim information to any third party without consent of the victim;
- Ensure victim consent is reasonably time-limited, written and specific as to whom information will be shared;
- Identify and utilize an alternative HMIS to collect program data that will prevent the disclosure of personally identifying victim information; and
- Include confidentiality policies and procedures that require staff to refrain from discussing client information in public and ensure client records are secure and only accessible to authorized staff.

#### 6. Homeless Prevention Assistance

An agency awarded ESG assistance under homelessness prevention will be required to utilize OCD-approved documentation standards for income, HUD standards for at risk of homelessness, risk factors (if applicable), and assessment tools. Prioritization for homeless prevention assistance must comply with Continuum of Care standards. Minimally, prioritization should align with vulnerable homeless and at-risk of homelessness populations identified in subgrantee's service area homeless plan(s) and/or community assessment(s).

ESG regulations require that subrecipients use the Part 5 definition of income for all activities under the ESG program, define at 24 CFR 5.609. OCD staff will conduct training to provide agencies technical assistance on how to count income and calculate rent assistance payments under this definition. Households assisted with prevention assistance will be required to pay 30% of their income towards rent and utilities. This calculation shall be included in the income documentation so that both household income and household's share of rent will be clearly documented. ESG Program Participants will be eligible to receive up to 24 months of assistance for prevention, but not to exceed a maximum of 24 months of assistance per 24 CFR 576.105(a)(3)and 576.106(a)(2). There will be no adjustment of the portion of rent paid by tenant over the assistance period, which will remain at 30% of adjusted gross income as determined under the Part 5 definition of income. The subrecipient must re-evaluate the program participant's eligibility and amount of assistance needs every 3 months for prevention assistance. A participant may come back to the program at any point within the program year to receive homeless prevention and rapid rehousing rent and financial assistance, but the total amount of assistance received must be within the above limits.

Housing Relocation and Stabilization Services (HRSS) may include housing search and placement, housing stability case management, and mediation. Credit repair and legal services are allowed and may be included but would only be eligible if provided by a third party that had gone through OCD-approved procurement process. The minimum amount of HRSS shall be a once per month in-person meeting with the client, though the goal would be for more. The duration of HRSS will be tied at a minimum to the length of rent assistance provided, but can continue for a longer period depending on the needs of the household. A participant may come back to the program at any point to receive HRSS but the total amount of assistance received must be within the above limits.

Other general program requirements for either rent-assistance activity under the ESG program include provisions that:

- The unit must be suitable for household size. The unit rents must not exceed Section 8 Fair Market Rents. The unit must have a rent that is documented by staff as being reasonable as compared to other units of similar size and with similar amenities. The unit and shelter must conform with Lead Based Paint remediation and disclosure.
- The unit must be Habitable (as documented by the Habitability Checklist, completed by ESG Subrecipient). The shelter must be habitable to receive ESG assistance (documented by OCD staff).

## 7. Rapid Re-Housing Assistance

An agency awarded ESG assistance under rapid re-housing will be required to utilize HUD standards for homelessness, risk factors (if applicable), and assessment tools. Prioritization for

rapid re-housing must comply with Continuum of Care standards and be supported by subgrantee service area homeless plans and/or community assessment data. Local prioritization should also align with HUD's homeless strategic plan goals for ending chronic homelessness, homelessness among Veterans, and families with children and youth homelessness.

ESG Program Participants will be eligible to receive up to 24 months of assistance for rapid rehousing, but not to exceed a maximum of 24 months of assistance per 24 CFR 576.105(a)(3) and 576.106(a)(2). There will be no adjustment of the portion of rent paid by a tenant over the assistance period, which will remain at 30% of adjusted gross income as determined under the Part 5 definition of income. The subrecipient must re-evaluate the program participant's eligibility and amount of assistance needs annually for re-housing assistance. A participant may come back to the program at any point within the program year to receive rapid re-housing rent and financial assistance, but the total amount of assistance received must be within the above limits.

Housing Relocation and Stabilization Services (HRSS) will include housing search and placement, housing stability case management, and mediation. Credit repair and legal services are allowed and may be included but would only be eligible if provided by a third party that had gone through OCD-approved procurement process.

The minimum amount of HRSS shall be a once per month in-person meeting with the client, though the goal would be for more. The duration of HRSS will be tied at a minimum to the length of rent assistance provided, but can continue for longer period depending on the needs of the household. A participant may come back to the program at any point to receive HRSS but the total amount of assistance received must be within the above limits. Other general program requirements for either rent-assistance activity under the ESG program include provisions that:

- The unit must be suitable for household size.
- The unit rents must not exceed Section 8 Fair Market Rents.
- The unit must have a rent that is documented by staff as being reasonable as compared to other units of similar size and with similar amenities.
- The unit and shelter must conform with Lead Based Paint remediation and disclosure.
- The unit must be Habitable (as documented by the Habitability Checklist, completed by ESG Subrecipient).

#### **B. HMIS Data Collection**

All data on persons served and all activities funded with ESG must be entered into HMIS in accordance with current data standards. The purpose of the HMIS is to record and store client-level information about the numbers, characteristics, and needs of homeless and at risk homelessness persons who receive program assistance.

HMIS (Homeless Management Information System) is a single platform database providing an unduplicated count of homeless people in Washington County. To date there are 15 service

providers entering data into HMIS representing 48 service agencies. The programs include Emergency Shelters, Transitional Housing Programs, Permanent Supportive Housing Programs, Services only programs, Homelessness Prevention and Rapid Rehousing (HPRP) and other local funding programs. That data is used to inform both local and statewide public policy about the extent and nature of homelessness, captures client level data and assists agencies with tracking outcome measures for each homeless client entered into the system, allows agencies to pull aggregate data to assist with writing grants and applying for needed funds, plan for the reduction/ending of homelessness with uniform, longitudinal data by which to make effective programming decisions, to educate citizens about homeless families and youth in Washington County.

All ESG recipients must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the subrecipient is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS. All ESG-funded agencies must either currently be an HMIS user or will be required in their contract for ESG funding to obtain HMIS licensing as a condition of funding. This will be a requirement of any ESG funded contract. Washington County HMIS policies and procedures are in compliance with generally accepted standards adopted by regional partner agencies that form the Northwest Social Services Consortium (coordinated by the City of Portland). Washington County's victim service provider will use an accepted HMIS-like system approved by the County's HMIS Administrator. (Note: this is already in place in Washington County).

#### C. Continuum of Care Coordination

Washington County Office of Community Development (OCD) consulted with members of the Housing and Supportive Services Network (HSSN), the Continuum of Care (CoC) body for the area to discuss the activities to be funded under new regulatory guidelines of ESG. The HSSN Strategic Planning Workgroup members were asked to attend a meeting held on February 10, 2017 to assist in the consultation process. Participants of this meeting included current recipients under the Emergency Shelter Grant program and other service providers in the area representing all segments of the CoC; including domestic violence providers, permanent supportive housing providers, emergency shelter providers, and emergency service providers.

The general consensus of the HSSN Strategic Planning Workgroup was for the continued funding of all activities allowable under the new ESG (with the exception of HMIS activities), with an emphasis on Homelessness Prevention and Rapid Re-Housing activities due to the importance that the U.S. Department of Housing and Urban Development has placed on

looking predominantly toward Prevention and Rapid Re-Housing as an effective way for communities to combat homelessness. In addition, it was agreed that funding for operations of shelters and street outreach activities serves a crucial element in the road to transitioning individuals and families from homelessness and into permanent housing. After the HSSN Strategic Planning Workgroup determined funding priorities, final consultation with the entire HSSN occurred on March 1, 2017.

Washington County's Continuum of Care (Housing and Supportive Services Network) provides the main coordination function to ensure knowledge of the services available in the Continuum from shelter providers, essential services providers, homelessness prevention and rapid re-housing providers, other homeless assistance providers, and mainstream, employment service and housing providers. The Coordination Policy is carried out by the following:

#### HSSN:

- Regular attendance at HSSN monthly meetings.
- Homeless subcommittee monthly meetings
- Annual updates from ESG Recipient to HSSN on status of ESG activities including consultation opportunities.
- Ensuring the mainstream and employment service providers attend HSSN meetings regularly.
- Encourage homeless consumer input in developing programs and the homeless response system.

#### Other:

- Coordination of the Shelter Network
- Requirement of ESG-funded agencies to coordinate and integrate to the maximum extent practicable with mainstream and employment service providers.

# D. Discharge Planning

The McKinney Vento Act requires that State and local governments have policies and protocols in place to ensure that persons being discharged from publicly-funded institutions or systems of care are not discharged immediately into homelessness. To comply with the requirement at 24 CFR 91.220(i)(1)(iv)(A), Washington County Continuum of Care (CoC) has developed planning policies and protocols for assisting low-income persons being discharged from publicly-funded institutions or systems of care.

Washington County certifies yearly that there are policies regarding discharge planning to minimize homelessness following discharge from publicly funded institutions. Through the County's application under the Continuum of Care, protocols are outlined that deal with youth exiting foster care, persons leaving the health care system, persons leaving the Oregon State Hospital and inmates being released from correctional facilities. In summary, Oregon's

Department of Human Services' Child Welfare Division prepares individual discharge plans for youth leaving the foster care system. The transition plan is carried out through three different Independent Living Programs. The Oregon State Hospital defines the discharge process for clients leaving the hospital through a comprehensive treatment care plan. Discharge assessment and planning for discharge begins upon admission and continues through hospitalization. Washington County's Mental Health and the Oregon State Hospital have entered into an agreement concerning policies and procedures to be followed by the local program and the hospital when a patient is admitted and discharged. The Oregon Department of Corrections prepares a discharge plan for inmates as they near release from incarceration. The Department of Corrections forwards to Washington County's Community Corrections a copy of the individualized Transition Plan. Prison release counselors, Corrections Center residential counselors and probation/parole officers take an active role in developing transitional release plans that may include provisions for, but are not limited to, housing, employment, continuing education, supportive services, conditions and level of supervision. Local hospitals perform discharge in accordance with Standards of Practice governing health care operations. Both nonprofit hospitals have internal social service departments that manage the discharge of patients through job descriptions and electronic discharge forms completed by hospital case managers. Hospitals work in partnership with community social service providers to refer homeless to appropriate programs. The following describes Washington County CoC's efforts to coordinate with and/or assist in State or local discharge planning efforts to ensure that discharged persons are not released directly to the streets, emergency homeless shelters, or other McKinney-Vento homeless assistance programs.

### 1. Discharge Planning: Foster Care

The discharge plan was not developed by the State or the CoC. Providence St. Vincent Medical Center and Tuality Healthcare hospitals are local, independent health care providers, and discharge in accordance with Standards of Practice governing health care operations. Providence St. Vincent Medical Center and Tuality Healthcare participate in CoC planning and hospital administration is represented on the Homeless Plan Advisory Committee, a high-level leadership committee. Both hospitals have internal Social Service departments that manage the discharge of patients through job descriptions and electronic discharge forms completed by hospital case managers.

The CoC reviews the hospital discharge process annually. Hospital case managers work in partnership with CoC outreach workers and community social service agencies to refer homeless to appropriate community-based service programs and address special needs of the homeless beyond healthcare. Hospitals partner with Central City Concern to discharge homeless needing acute medical care into the Recuperative Care Program, or provided motel accommodations for homeless with less severe health care issues.

The CoC and hospital case managers work collaboratively to support the needs of homeless people, as many homeless experiencing a major health crisis will decide to engage in services to end their homelessness.

The Homeless Plan Advisory Committee is a high-level leadership committee including hospital administration, elected officials, directors of housing and service programs, formerly homeless, and other representatives. These stakeholders support research to prepare a Homeless Cost Study that will provide the CoC and community leaders with data on the cost of homelessness on health care and other institutions. The report will demonstrate costs of chronic homelessness in the community, and support reallocation and creation of funding to provide housing programs demonstrating outcomes in ending chronic homelessness, and reducing occurrences of homelessness.

A holistic assessment is performed by the hospital to determine the individual's needs for ongoing health care, services and housing prior to discharge from the health care system. Where possible, the hospital case worker will contact family and friends of the homeless client to support reunification that leads to housing outcomes.

Homeless with acute health care conditions are referred to the Recuperative Care Program, a locally funded program. Homeless with less severe health care are provided assistance through motel vouchers, and assistance in connecting with community service providers and mainstream resources. This may include locally-funded resident recovery and transitional housing programs, group homes, and low-income affordable housing.

### 2. <u>Discharge Planning: Heath Care</u>

The State mandated discharge policy for the Oregon State Hospital is managed by the Oregon Health Authority (OHA), Addiction and Mental Health Division, as outlined in OAR 309-091, Division 91 State Hospital Admission and Discharge. The Washington County Mental Health Division is an active participant in the CoC planning process, and provides revised statute updates on Discharge Planning, in addition to the State's work to develop coordinated care organizations (CCO) that are responsible for delivering integrated physical health, mental health and addictions care to people served by the Oregon Health Plan, and to ensure that the new model of care includes a clear understanding of the essential role peer-delivered services play in behavioral health.

Mental Health Services are delivered through a network of non-profit mental health providers that are actively involved in the CoC planning, to include LifeWorks NW, Luke-Dorf, Inc., and Sequoia Mental Health Services, Inc.

The Oregon State Hospital (OSH) begins discharge assessment and planning for discharge upon admission to the hospital, and continues this process throughout hospitalization resulting in a comprehensive treatment plan. OSH and the Washington County Mental Health Division have entered into an agreement outlining the policies and procedures to be followed by the local Community Mental Health program when an individual is admitted to OSH, and upon determination of discharge to support the transition with housing, treatment, and other services assessed as needed to support the continuity of care necessary to maintain the individual's

stability in the community. The CoC's Mental Health and Special Needs Community Consortium (MHSNCC) include the Oregon Health Authority (OHA), National Alliance for the Mentally III (NAMI), County and non-profit mental health and substance providers, health care, homeless consumer, and housing providers. The State and local MHSNCC collaborate to ensure persons are not discharged into homelessness.

The Washington County Mental Health Division provides care coordination with the hospital social workers for persons discharging from the Oregon State Hospital to ensure that individuals are connected to mental health treatment, social services and housing appropriate to the client's needs and desires. Housing opportunities include licensed residential services, group homes, State and locally-funded transitional housing, and market rate apartments. The Oregon Addictions and Mental Health Division together with consumers, Oregon's Mental Health Organizations (MHO) and Community Mental Health Programs, implemented a new innovative program, Adult Mental Health Initiative (AMHI) that transfers responsibility for managing residential services to Oregon's Mental Health Organizations in local communities. This partnership improves coordination for adult mental health services at all levels of care in the system. The CoC was briefed on this program at the time of implementation.

### 3. Discharge Planning: Mental Health

For persons preparing to leave the Oregon State Prison, the State-mandated discharge policy is administered by the Oregon Department of Corrections (OR-DOC) under OAR 255-060-0008, Division 60 Release to Post-Prison Supervision or Parole and Exit Interviews and statutory authority ORS 144.096, ORS 144.125 and ORS 144.185. For offenders who originated in Washington County, thirty days before discharge the OR-DOC forwards a copy of the offenders Release Plan (Form PBM208B) to Washington County Department of Corrections (WCCC), the Local Supervisory Authority.

The WCCC and local law enforcement are active members in the CoC planning process, and work collaboratively with CoC partner agencies to support the offenders individualized Release Plan, to include housing, employment, education, support services and treatment programs. HMIS is used to track homeless people who reported recent discharge from the Prison system. The Washington County Department of Community Corrections (WCCC), the Local Supervisory Authority, in partnership with the Oregon State Prison and Oregon Department of Corrections (OR-DOC) work collectively to develop the Release Plan approved by the Oregon Board of Parole and Post-Prison Supervision prior to offender's discharge. The Board works in partnership with the OR-DOC and the WCCC to set conditions of supervision for all offenders being released from Oregon prisons, and determines whether discharge from supervision is compatible with public safety.

The Oregon State Prison nurse sends referrals to Cascade AIDS Project (CAP) for persons being discharged that are HIV+. CAP has a HOPWA SPNS grant for housing assistance and services for people involved with the corrections system and assists with discharge planning.

WCCC and Washington County Jail are represented on the Homeless Plan Advisory Committee that provides policy leadership to address State-mandated discharge.

Washington County Department of Community Corrections (WCCC) has established partnerships with housing providers offering private, State and locally-funded beds within 38 separate clean and sober housing facilities, 20 regular group housing facilities that are used by people under supervision, and the 12 bed Community Corrections Center's transitional program. WCCC maintains close relationships with each of these housing facilities, with Probation Officer (PO) visits to each home on a regular basis (when supervised offenders reside in the home). These strong collaborative ties have enhanced the County's ability to quickly access beds. The majority of people transitioning from prison facilities eventually reside in private housing either with family, friends or by themselves. Each person releasing from prison must have a residence approved by their PO.

#### E. Performance Standards

The 2015-2020 Consolidated Plan for Washington County and the Cities of Beaverton and Hillsboro describes community needs and determines local priorities for using public resources to assist low and moderate-income residents. The Consolidated Plan includes performance objectives and outcomes for all of its programs, including the Emergency Solutions Grant (ESG) funds. The performance objectives and standards by activity shows how the eligible activities of street outreach, emergency shelter operations, homeless prevention assistance and rapid rehousing assistance fit into HUD performance objectives, performance standards, federal and local plans to end homelessness, and Consolidated Plan Objectives.

ESG Performance Objectives and Standards by Activity						
Eligible Activities*	Street Outreach	Emergency Shelter	Homeless Prevention	Rapid Re-Housing		
Performance Objectives (HUD standards)	Objective: Suitable Living Environment Outcome: Availability/ Accessibility	Objective: Suitable Living Environment Outcome: Availability/Accessibility	Objective: Decent Housing Outcome: Affordability	Objective: Decent Housing Outcome: Affordability		
Performance Standards	Entry and exit measures Destination at exit Measurement: Number of individuals who participate in Community Connect, Washington County's Coordinated and Centralized Assessment System	Reducing the time spent homeless Measurement: Average shelter stay for families exiting to permanent housing Measurement: Length of time families spent on the shelter wait list last year	Reduce the time spent homeless Measurement: Reduction in new incidences of homelessness and a reduced recidivism rate.	Reduce the time spent homeless Measurement: Reduction in new incidences of homelessness and a reduced recidivism rate.		
Opening Doors: Federal Strategic Plan to Prevent and End Homelessness Objectives (U.S. Interagency Council on Homelessness)	Objective 10: Transform homeless services to crisis response systems that prevent homelessness and rapidly return people who experience homelessness to stable housing.	While funding to support Emergency Shelter activities cannot be directly linked to a goal identified in the federal strategic plan, the need for shelters is still recognized as a crucial component of the County's homelessness crisis response system.	Objective 6: Improve access to mainstream programs and services to reduce people's financial vulnerability to homelessness.	Objective 3: Provide affordable housing to people experiencing or most at risk of homelessness Objective 4: Provide permanent supportive housing to prevent and end homelessness.		
Washington County's 10-Year Plan to End Homelessness Goals	Goal 3: Link people to appropriate services and remove barriers	While funding to support Emergency Shelter activities cannot be directly linked to a goal identified in Washington County's 10-Year Plan to End Homelessness, the need for shelters is still recognized as a crucial component of the County's homelessness crisis response system.	Goal 1: Prevent people from becoming homeless	Goal 2: Move people into housing		
Consolidated Plan Objective	C.8.v Provide outreach services to homeless persons and families. C.8.n Provide services through "Community Connect", Washington County's Coordinated and Centralized Assessment System (CCAS), to provide a central point of referral for homeless and at-risk households to prevent and end episodes of homelessness.	C.8.b Provide supportive services and case management to vulnerable populations including homeless, mentally ill, persons with HIV/AIDS.	C.8.e Provide one-time or short-term rental support for low-income persons at risk of becoming homeless. C.8.w Provide case management services to homeless families or those at risk of becoming homeless including those fleeing from domestic violence. C.8.u Provide supportive services to homeless individuals and families (and those at risk of homelessness) that would include, but not be limited to, child care, housing education (e.g. Rent Well), mental health and addiction counseling, employment training, information and referral, parenting skills, accessing housing, and homeless prevention services.			

# **II. Client Eligibility**

#### A. Assessment

All applicants must be assessed to determine eligibility for receipt of ESG funded services. Homeless or at-risk of homelessness households who meet one or more of HUD determined categorical homeless definitions or criteria are eligible to receive program assistance. Household composition includes an individual living alone, family with or without children, or a group of individuals who are living together as one economic unit. In all cases a household must lack sufficient resources and support networks necessary to obtain or retain housing without the provision of ESG assistance in order to be program eligible. The type of ESG assistance for which an eligible household qualifies is determined by the stability of their current housing or their homeless status.

## **B.** Categorical Homeless Definitions and Criteria

Eligible applicants for program services must meet one of the following categorical definitions of homeless or criteria for being at-risk of homelessness:

### **Category 1: Literally homeless**

A household that lacks a fixed, regular, and adequate nighttime residence, meaning:

- Living in a primary nighttime residence that is a public or private place not designed for or ordinarily used for as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground); or
- Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- Exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering the institution.

## Category 2: Imminent risk of homelessness

A household that will imminently lose their primary nighttime residence, provided that:

- The residence will be lost within 14 days of the date of application for homeless assistance; **and**
- No subsequent residence has been identified; and
- The household lacks the resources or support networks needed to obtain other permanent housing.

### **Category 3: Imminent risk of homelessness**

Unaccompanied youth under 25 years of age, or family who do not otherwise qualify as literally homeless or imminent risk of homelessness, but who:

- Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); and
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; and
- Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

### Category 4: Fleeing, or attempting to flee, domestic violence

A household who:

- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

# C. Criteria for At Risk of Homelessness Qualification

Applicants for program services for at-risk individuals or households must meet the following definition of At Risk of Homelessness:

• Have an annual income at or below 30% of median household income for the area; and

- Do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; and meet one of the following conditions:
- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance; or
- Is living in the home of another because of economic hardship; or
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
   or
- Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; **or**
- Lives in an SRO or efficiency apartment unit in which there reside more than two
  persons or lives in a larger housing unit in which there reside more than one and a half
  persons per room; or
- Is exiting a publicly funded institution or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution);

## D. Criteria for Chronically Homeless Qualification

Chronically homeless means:

- (1) A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
  - (i) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; **and**
  - (ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
- (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; **or**

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Evidence of chronically homeless individuals must be kept in the program participant file in order to demonstrate that an individual or family met the definition of "chronically homeless" at the point of entry into a program.

## E. Income Determination and Requirements

### 1. Income Eligibility

Homeless prevention assistance requires applicants to be at or below 30% AMI at time of intake. Rapid re-housing does not have income eligibility requirements at the time of intake; however, to qualify for continuation of rapid re-housing assistance, an applicant must have an annual income at or below 30% AMI at the time of re-evaluation. There are no other initial income eligibility requirements to receive program services.

### 2. <u>Calculating Gross Annual Income Eligibility</u>

Annual Income is the gross amount of income anticipated to be received by a household during the coming year based on the household's circumstances at the time of program intake and assessment. Annual Income determination is consistent with the "Part 5" definition of annual Income found at 24 CFR 5.609.

When determining the annual income of a household to establish eligibility for ESG assistance, subgrantee must count the income of all adults in the household, including nonrelated individuals, within the limitations imposed by 24 CFR 5.609. Not everyone living in the unit is considered a member of the household for the purposes of determining a household's income. Excluded persons include: foster children, foster adults, live-in aides, children of live-in aides and an unborn child. A child subject to a shared-custody agreement should be counted as a household member if the child resides with the household at least 50 percent of the time.

Income generated by an asset, such as the interest on a savings or checking account is considered household income even if the household elects not to receive it. For example, though an applicant may elect to reinvest the interest or dividends from an asset, the interest or dividends are still counted as income anticipated to be received during the coming 12 months. Asset income is discussed in 24 CFR 5.609. Income producing assets include: bank accounts; life insurance policies; lump sum additions (legal settlement, refund, etc.); personal property held as investments; retirement/pension funds; trusts; assets disposed of for less than fair market value; and stocks, bonds or mutual funds. Additional guidance on determining income eligibility is available in Appendix 2.

### F. Eligibility Documentation and Recordkeeping

Subgrantees must establish written intake procedures that include requirement of written documentation verifying eligibility for program services in accordance with the following preferred order of documentation:

### 1. Third-party Verification

Third party documentation is the preferable form of verification and includes but is not exclusive to written statement or document from employer, landlord, public benefit worker, or agency service provider. Written verification sent directly to program staff or via the applicant is preferred.

### 2. Intake/Case Manager Worker Observation

Staff documentation may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the program intake worker/case manager. Use of oral statements is allowable when third-party documentation is not available.

### 3. Participant Self-certification

Self-certification requires a written and signed document by the individual or head of household seeking assistance attesting to the eligibility facts for which they are certifying. A third party may be designated by a participant to sign documents on their behalf when they are unable to do so. If needed, subgrantee must provide access to language interpretation services and assistive devices necessary for participants to understand the documents they are certifying.

Self-certification documentation is only used when documented staff efforts verify that third-party or worker observation documentation is not available. However, lack of third-party documentation must not prevent an individual or household from being immediately admitted to emergency shelter, receiving street outreach services or immediately accessing domestic violence/victim service shelter and assistance.

Documentation verifying eligibility must be available in client files or if kept electronically, available upon request. See the appendices in this manual for examples of appropriate documentation of applicant eligibility.

# **III. Allowable Program Service Components and Activities**

# A. Service Components and Homeless Eligibility

ESG funds can pay for five program service components: Street Outreach; Emergency Shelter; Homelessness Prevention; Rapid Re-housing; and Homeless Management Information System (HMIS). Washington County Office of Community Development, in consultation with the Housing and Supportive Services Network has chosen to focus ESG funds on Street Outreach, Emergency Shelter, Homeless Prevention and Rapid Rehousing. The following chart shows which service components are available for homeless and/or at-risk households.

Component		Serving	
		Those who are	Those who are
		Homeless	At-Risk of Homelessness
1)	Street Outreach	$\square$	
2)	Emergency Shelter	$\square$	
3)	Homelessness Prevention		$\square$
4)	Rapid Re-housing	$\overline{\checkmark}$	

#### B. Street Outreach

Street outreach is service delivery for the specific purpose of reaching out to unsheltered homeless people; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. Individuals defined as unsheltered must meet the criteria for: Category 1, literally homeless; or Category 4, fleeing/attempting to flee domestic violence (where the individual or household also meet the criteria for category 1); and are:

- living on the streets (or other places not meant for human habitation); and
- unwilling or unable to access services in emergency shelter.

### 1. Engagement Services

Engagement Services are activities to locate, identify, and build relationships with unsheltered homeless people to offer immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs. Eligible costs include:

- Conducting an initial assessment of applicant needs and eligibility;
- Providing crisis counseling;
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries;
- Actively connecting and providing information and referrals to needed services; and
- Cell phone costs of outreach workers.

### 2. Case Management

Case Management activities to assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Eligible costs include:

- Assessment and intake including using coordinated entry;
- Conducting initial evaluations including, verifying and documenting eligibility;
- Counseling;
- Developing/securing/coordinating services;
- Helping obtain Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers; and
- Developing an individualized housing stabilization plan that leads to the attainment of stable permanent housing.

# C. Emergency Shelter

Emergency shelter means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements. Shelter operations are costs to operate and maintain emergency shelters and also provide other emergency lodging when appropriate. Eligible Costs include:

- Minor or routine maintenance;
- Rent;
- Security;
- Fuel;
- Equipment;
- Insurance;
- Utilities;
- Food;
- Furnishings;
- Supplies necessary for the operation of the emergency shelters; and
- Hotel/Motel voucher, only for families and individuals where no emergency shelter is available.

# D. Homelessness Prevention and Rapid Re-housing

Homelessness Prevention Services are intended to prevent persons who are housed from becoming homeless by helping them regain stability in their current housing or other permanent housing. Eligible participants must be at imminent risk of homelessness, homeless under other federal statutes, fleeing/attempting to flee domestic violence or meet the criteria

for being at-risk of homelessness and have annual incomes at or below 30% of area median income. Rapid re-housing services are intended to help eligible participants who are literally homeless, including fleeing/attempting to flee domestic violence, to transition from the streets or shelter as quickly as possible into permanent housing and achieve housing stability. Eligible participants for either service component must lack the resources or support networks to help them retain or obtain other appropriate, stable housing.

If a client was first assisted under homelessness prevention and then became homeless, Subgrantee must exit the client from the homelessness prevention component and enter the individual or household into the rapid re-Housing component.

### 1. Homelessness Prevention and Rapid Re-housing Comparison

The chart below shows the differences between Homelessness Prevention and Rapid Re-Housing service components.

	Homelessness Prevention	Rapid Re-Housing
Eligible Participants	Category 2 – Imminent Risk Category 3 – Other Federal Statutes Category 4 – Fleeing/Attempting to Flee Domestic Violence OR At-Risk of Homelessness	Category 1 – Literally Homeless OR Category 4 – Fleeing/Attempting to Flee Domestic Violence
Purpose	<ul> <li>To <u>prevent</u> persons who are housed from becoming homeless</li> <li>To help such persons <u>regain</u> stability in their current housing or other permanent housing</li> </ul>	<ul> <li>To help homeless persons living on the streets or in an emergency shelter <u>transition</u> as quickly as possible into permanent housing, and then</li> <li>To help such persons <u>achieve</u> <u>stability</u> in that housing</li> </ul>
Reassessment	<ul> <li>Every 3 months</li> <li>Must have income at <u>or below</u></li> <li>30% AMI, AND</li> <li>Lack resources and support network</li> </ul>	<ul> <li>Every 12 months</li> <li>Must have income at or below</li> <li>30% AMI, AND</li> <li>Lack resources and support network</li> </ul>
Eligible Activities	Housing Relocation and Stabilization Services and Financial Assistance Short- and Medium-Term Rental Assistance	Housing Relocation and Stabilization Services and Financial Assistance Short- and Medium-Term Rental Assistance

## 2. Housing Relocation and Stabilization Financial Assistance

ESG funds may be used to pay landlords, utility companies and other third parties for the following housing related costs:

Rental application fee charged by the landlord to all applicants;

- Security deposit, equal to or not more than 2 month's rent;
- Last month's rent, paid to landlord at the time security deposit and first month's rent are paid. The amount must not exceed one month's rent and is included in participant's total rental assistance amount;
- Moving costs, including truck rental, hiring a moving company, and temporary storage fees. Storage fees may be up to 3 month's rent, providing costs are not incurred until after program participation begins and before move-in. Moving costs may not include arrearage temporary storage fees;
- **Standard utility deposit** (gas, electric, water, sewer) required by the utility company for all customers;
- Standard utility payments (gas, electric, water, sewer) up to 24 months during any 3year period, including up to 6 months of arrearages per service. Utility account must be in the name of a member of the client household or there is other verification of the household's responsibility for the utilities.
- Payment of utility arrearages for a previous address require that the utility account be
  in the name of a member of the client household or other verification of the
  household's responsibility for payment. Payment cannot exceed \$1,500 and must have
  verification in the client's file from the utility company confirming that, once payment is
  received, the utility company will provide utilities to the client. Staff are encouraged to
  assist clients in negotiating a payment plan or payment forgiveness for any amount
  exceeding the \$1500. Payment of utility arrearages for Homelessness Prevention
  participants requires a current shut off notice.

Subgrantee may develop a written policy regarding to whom the landlord and utility companies will refund security and utility deposit payments. Any policy must be applied consistently for all program participants. Any deposit funds returned to subgrantee is program income and must be documented as match.

Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments. Financial assistance refers to: rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs.

### 3. Short- and Medium-Term Rental Assistance

A participant can be provided up to 24 months of rental assistance during any 3-year period. Rental assistance may include payment of rent arrearages for tenant or project based housing. Duration of rental assistance must minimally comply with program standards including:

- **Short-Term Assistance** is for up to 3 months' rent;
- Medium-Term Assistance is more than 3 months, no more than 24 months; and

• **Payment of Arrearages** must be a one-time payment of up to 6 months' rent, including any late fees on those arrears.

If arrears are owed to a previous landlord, these arrears may be paid, but only when there is documented evidence that payment of those arrears is necessary for the participant to obtain permanent housing and maintain stability in that housing.

Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources.

### 4. Rental Agreement and Lease

Short- and medium-term rental assistance requires both a rental assistance agreement between the subgrantee and landlord **and** a lease between the program participant and landlord. Subgrantees are required to make rental assistance payments only to a landlord with whom Subgrantee has entered into a rental assistance agreement. The rental assistance agreement sets out the terms under which rental assistance will be paid. A rental assistance agreement is a separate document from the rental lease. There is no requirement that the term of the lease coincide with the term of the rental assistance agreement as long as they are both in effect during the time ESG-funded rental assistance is provided. (The exception is that no current lease is needed for payment of rent arrears.)

A rental assistance agreement must set forth the terms under which rental assistance will be provided, including the following requirements:

- The landlord shall give the agency a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant;
- Payment due date, grace period, and late payment penalty requirements will be the same as documented in the program participant's lease;
- If the rental assistance is tenant-based or project-based;
- If the subgrantee incurs late payment penalties, it is the sole responsibility of the agency to pay those penalties, using non-ESG funds;
- If the subgrantee requires the program participant to pay a portion of the monthly rental cost, the amount of rent to be paid by each party;
- The amount to be paid by the subgrantee for payment of rent arrears, number of
  months covered, any other terms and conditions of the payment, and certification the
  program participant is eligible and landlord has provided sufficient evidence of the rent
  arrears and that payment of such arrears is necessary for the participant to obtain
  permanent housing and maintain stability in that housing.

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely to pay rent arrears. The lease must be between the landlord and program participant and signed by both parties. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks.

For program participants living in housing with project-based rental assistance, the lease must have an initial term of one year. Subgrantee must terminate the rental assistance agreement and provide no further rental assistance payments if: the program participant moves out of the leased housing unit; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG rental assistance.

### 5. Rent Reasonableness Determination

Subgrantee must determine whether the gross rent of a particular unit is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, subgrantee must consider 1) the location, quality, size, unit type, and age of the contract unit; and 2) any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease. The unit's gross rent must be comparable to the rent reasonableness rent for the unit to be considered for rental assistance.

Subgrantee must determine the review method(s) they will use to establish the rent reasonableness standards for their area (e.g.; A list of comparable rents can be compiled by using a market study of rents charged for units of different sizes or by reviewing advertisements for comparable rental units). To learn how public housing authorities establish rent reasonableness for the Housing Choice Voucher program, review Chapter 9 of the HUD Housing Choice Voucher Program Guidebook. The link to the Guidebook is in the appendices of this manual.

Comparable rents vary over time with market modifications. Rent Reasonableness standards must be reviewed periodically and adjusted to align with these rent market changes. The Rent Reasonableness review completed for each unit must be documented in the client case file.

## 6. Fair Market Rent (FMR) Requirement

HUD establishes FMRs to determine rent ceilings for HUD-funded rental assistance programs. HUD publishes the FMR schedule annually for 530 metropolitan areas and 2,045 non-metropolitan county areas. The link to HUD's FMR index is included in the appendices in this manual.

Gross rent for units in which ESG provides rental assistance must be the same or less than the FMR for that location. If subgrantee's service area includes more than one county, subgrantee must use the appropriate FMR for the county in which the assisted rental unit is located. The

applicable FMR data should be copied and placed in the client file to document the FMR for that participant's unit size and geographic area.

### 7. Calculating Gross Rent

Whether a household is seeking to maintain its current housing or relocate to another unit to avoid homelessness, or exiting homelessness into new permanent housing, the process for determining acceptable rent amounts is the same: the gross rent (rent plus appropriate utility allowance) must 1) be no greater than the Fair Market Rent set by HUD and 2) fit within the limitations resulting from a rent reasonableness analysis. The rent for the unit being assisted with program funds cannot exceed the lesser of the FMR or the rent reasonableness standard. If the gross rent for the unit exceeds either the rent reasonableness standard or FMR, the subgrantee is prohibited from using ESG funds for any portion of the rent, even if the household is willing and/or able to pay the difference.

Fair Market Rent and rent reasonableness requirements do not apply when a program participant receives only financial assistance or services. This includes rental application fees, security deposits, utility payments/deposits, moving costs, housing search and placement, housing stability case management, landlord-tenant mediation, legal services, and credit repair.

A utility allowance is a projection of the cost of utilities the client will pay monthly while renting their unit. Subgrantee must determine the amount of utility allowance to be used in the calculation of gross rent. The local public housing authority maintains a utility allowance chart which considers the number of bedrooms and types of utilities in a unit (e.g.; gas and/or electric, water, sewer, and trash). Any utilities included in the rent payment must not also be included in the utility allowance calculation. Telephone, cable or satellite television service, and internet service are not counted as utility costs.

#### To calculate the gross rent of a unit:

Total contract rent amount of the unit

+

Allowable\* fees required for occupancy under the lease

+

Monthly utility allowance established by local public housing authority

=

Gross Rent Amount
\*excludes late fees and pet fees

### Example:

A case manager wants to rapidly re-house a mother and son and has identified a 2-bedroom unit at a rent of \$1,200 per month, not including utilities. The utility allowance for that size and type of unit is \$150. Therefore, the gross rent is \$1,350. A check of three similar units in the neighborhood reveals that the reasonable rent is \$1,400 for that area of the city. However, the FMR for the jurisdiction is \$1,300. This means the household cannot be assisted with ESG in this unit because the gross rent exceeds the FMR.

Once a housing unit is determined to meet the FMR and rent reasonableness requirements, program funds may be used to pay for the actual utility costs. The utility allowance calculation is only used to determine whether the unit meets the FMR standard.

### 8. Eligibility Re-certification

Reassessments are required for homelessness prevention and rapid re-housing participants. Homelessness prevention reassessments are required every three months and must verify that a household continues to have an annual income at or below 30% of area median income and lacks the resources or support to retain or obtain appropriate permanent housing. Rapid re-housing assessments are required at least once per year to verify that a household's income is at or below 30% area median income and they lack the resources and support networks to retain or obtain appropriate permanent housing. If a program participant informs the subgrantee of a change in income there is no immediate effect on the program participant's eligibility and assistance can continue at the discretion of the subgrantee until the next required re-evaluation. There is no HUD or OCD requirement that the client notify the subgrantee of changes to income prior to the required re-evaluations, as specified above.

### 9. Housing Stability Case Management

ESG funds may be used to pay the cost of assessing, arranging, coordinating and monitoring the delivery of individualized housing stabilization services to a program participant already in permanent housing (not to exceed 24 months) or to assist a program participant to overcome immediate barriers to obtaining housing (not to exceed 30 days). Subgrantees are encouraged to provide case management to all clients receiving homelessness prevention and rapid rehousing services. Clients receiving short- and medium-term rental assistance are required to be case-managed and have a housing stability service plan. Case management includes the following services:

- Using a coordinated entry process (upon the CoC's development or approval of this system);
- Conducting initial evaluation, including verification and documentation of eligibility;
- Developing, securing and coordinating services;
- Obtaining federal, state, and local benefits;
- Monitoring and evaluating participant's progress in the program;
- Developing an individualized housing stability service plan; and
- Conducting re-evaluations of participant's eligibility and types and amounts of assistance needed.

## E. Homeless Management Information System (HMIS)

### 1. Reporting Requirements

ESG funded client and activity data must be entered into the HMIS (ServicePoint) or alternative database for clients who are victims of violence. Data entry and reporting expectations include:

- Timely and accurate data entry into the HMIS;
- Acquiring and documenting informed written consent from program participants;
- Protecting program participants' confidentiality;
- Using the HMIS as a tool to analyze data to inform and improve the delivery of services.

### 2. Victim Services Data Collection

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements. Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

## F. Ineligible Activities and Assistance

Ineligible activities that cannot be funded with ESG include, but are not exclusive to:

- replacement of existing mainstream resources;
- payments made directly to program participants;
- payments on a mortgage or land contract;
- payment of rent for eligible individuals or families for the same period of time and for the same cost types being assisted through any other federal, state, or local housing subsidy program;
- payments on credit card bills or other consumer debt, including child support or garnishments;
- provision of cash assistance;
- payment of costs of discharge planning programs in mainstream institutions such as hospitals, nursing homes, jails, or prisons; **and**
- payment for religious activities (Note: While organizations that are religious or faithbased are eligible to receive ESG funds, religious activities must be conducted separately, in time and location, from ESG-funded activities and participation must be voluntary for program participants).

# IV. Housing and Facility Standards

# A. Occupancy Standards

Occupancy standards provide consistent criteria for determining the size of the permanent housing unit for which the household is eligible and thus, the amount of assistance to be provided.

Subgrantee may choose to use the occupancy guidelines set by the Housing Choice Voucher Program, 24 CFR 982 Subpart I: 982.401(d), or develop their own standards. Subgrantee must develop a written policy outlining their occupancy standards requirements and use those standards consistently.

There may be circumstances where it is not appropriate for two persons to share a bedroom. As examples, these occur when the household includes:

- Persons of different generations, persons of the opposite sex, and unrelated adults;
- · A live-in care attendant who is not a member of the household; or
- Members with medical problems who need privacy or space for medical equipment.

## **B.** Habitability Standards

All housing units supported with program funds must meet HUD Habitability Standards. Habitability Standards are different from the Housing Quality Standards (HQS) used for HOME and HOME TBA programs. Because the HQS criteria are more stringent than the Habitability Standards, subgrantee could use either standard for shelter or rental assistance funded with ESG. Housing also needs to be compliant with local housing codes relating to occupancy, health, and safety standards and the program must comply with the more stringent of the two.

## 1. Permanent Housing

Minimum habitability standards for permanent housing include requirements for:

- structure and materials;
- personal space and security;
- interior air quality;
- water supply;
- sanitary facilities;
- heating and cooling operating equipment;
- natural and electrically produced light;
- area for food preparation;
- safe and sanitary project maintenance; and
- fire safety.

For households moving into a new unit, the unit must meet habitability standards before the lease is signed and the household moves in. For households already residing in a unit, the unit must meet habitability standards before financial or rental assistance can be provided.

### 2. Shelters

In addition to established housing codes, habitability standards for shelters in which ESG funds are used for conversion, major rehabilitation or renovation, or shelter operations include requirements for the following:

- structure and materials;
- access to and within the shelter;
- personal space and security;
- interior air quality;
- water supply;
- sanitary facilities;
- heating and cooling operating equipment;
- natural and electrically produced light;
- area for food preparation;
- safe and sanitary facility maintenance; and
- fire safety/smoke detectors.

## C. Lead-Based Paint Requirements

Federal lead-based paint requirements apply any time federal funds are used for housing assistance and the living space or unit was built prior to 1978. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted with ESG funding and all housing occupied by program participants.

Subgrantee must provide the lead hazard information pamphlet to any resident who will be residing in a unit built before 1978. The tenant must receive the pamphlet before moving into the unit. If subgrantee can document the tenant received the pamphlet previously, subgrantee is not required to provide it again.

For units older than 1978 which will house one or more children under the age of 6, landlord and tenant must complete a Lead-Based Paint Disclosure form. The form describes any known current or previous lead-based paint hazards, and documents tenant's receipt of records and the lead hazard information pamphlet. Additionally, a visual lead-based paint assessment must be completed by a person trained in this inspection process. The inspection may be completed in conjunction with the habitability inspection if the inspector is qualified. At Intake, it should be noted on the Application Form if there will be any child in the household younger than 6

years. This information should be provided to the habitability inspector prior to their examination of the proposed rental unit.

Essential service activities, such as, counseling, case management, street outreach, referrals to employment, etc., are exempt and excluded from the lead-based paint inspection requirements.

# **V. Client Confidentiality**

# A. General Requirements

All information about the applicant/client is confidential. Disclose information only for the purpose of determining program eligibility, providing benefits, or investigating possible violation of federal, state and local regulation(s) associated with ESG delivery and never in a setting where members of the public can hear the conversation.

Subgrantees must have policies and procedures that ensure all client information and records are secure and confidentially maintained. Subgrantees' officers, employees and agents must be aware of and comply with subgrantees' confidentiality policies and procedures.

## **B.** Electronic Confidentiality

Electronic collection of client information requires procedures for ensuring confidentiality. The following guidelines apply to the use of a computer:

- The computer terminal(s) used must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible in viewing client records.
- The computer monitor must be cleared (or a screen saver activated) immediately after accessing a client record.
- The computer terminal must be on a "locked" mode or turned off if the terminal is unattended.
- Access to the HMIS program shall be given to authorized staff persons and only insofar as access is necessary for performing the work required for the ESG program.

### C. Victims of Domestic Violence

Subgrantee must implement procedures to ensure confidentiality of records pertaining to any individual who is provided family violence prevention or treatment services. Victim information cannot be disclosed to any third party without consent of the victim.

Victim service providers are prohibited from entering data in HMIS; however, they are required to maintain comparable databases of their own design which provide aggregate information and data consistent with HMIS data collection requirements. Projects serving survivors of domestic violence where the recipient is not a victim services provider are required to enter data in their HMIS.

Subgrantee must instruct all staff that the address of a domestic violence provider's shelter location will not be made public without permission of the provider.

## D. Release of Information

Client information (including identifying the person is a client) should not be released without written authorization from the client. A Release of Information form must be completed by the applicant at the time of intake.

Client refusal to provide such authorization cannot be the basis for denying program services to otherwise eligible clients.

Release forms must be time-limited and specific as to with whom and what information will be shared.

# VI. Termination, Grievance and Conflict of Interest Policies

### A. Termination or Denial of Assistance

Subgrantee must have written denial, termination, and grievance policies and procedures. The policies and procedures should be readily available to program participants either in writing or by posting them in a public place. Copies and explanation of the policies and procedures be provided directly to any client when denial, termination or other action affects the client's ability to receive assistance. The notice must provide the specific reason(s) for the action and provide a process the applicant can follow to request a review of the decision.

If subgrantee is terminating rental assistance to the program participant, they must immediately notify the landlord of the date rental assistance for their tenant will end.

Termination from assistance does not prevent subgrantee from providing further assistance, later, to the same household or individual if they are determined eligible for such assistance.

## **B.** Grievance and Appeals Process

Subgrantee is required to have an established process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:

- Informs the participant/applicant of the policy and documents participant/applicant acknowledgement of grievance procedure in client file;
- Informs the participant/applicant that they may contest any decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits;
- Allows any aggrieved person a minimum of thirty days within which to request an administrative review;
- Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
- Informs the applicant/participant and OCD in writing of the final determination and basis for the decision within ten days of the determination.

Any person or persons designated by subgrantee can complete the administrative review, other than the person who made or approved the decision under review or a subordinate of this person. OCD retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality and access. Subgrantees must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process.

See Appendix 3: Shelter Network Grievance and Appeals Process for additional information on the termination and grievance policies and procedures.

#### C. Conflict of Interest

### 1. Organizational

The provision of any type or amount of ESG assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by subgrantee or an affiliated organization. A subgrantee is prohibited from conducting a participant's intake assessment to determine program eligibility if the participant resides in housing where the subgrantee has ownership interest. Subgrantee would need to find another independent organization that is also an ESG grantee to do the intake assessment and ensure that all program participants are eligible even if the subgrantee has a waiver of the conflict of interest requirements. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by HUD. If a subgrantee wishes to apply for a waiver, they should contact the OCD homeless program coordinator or manager for guidance in submission of a waiver request which must be approved by OCD who will then submit to HUD. See 24 CFR 576.404(a).

Subgrantee must keep records to show compliance with ESG program organizational conflicts-of-interest requirements.

### 2. Individual

For the procurement of goods and services, subgrantee must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) or 24 CFR 84.42 (for private nonprofit organizations).

Persons for whom the Conflict of Interest requirements apply include any person who is an employee, agent, consultant, officer, or elected or appointed official of the subgrantee agency. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

Upon the written request of OCD, HUD may grant an exception to the provisions of this paragraph on a case-by-case basis. Subgrantees wishing an exception must submit requests to OCD for review and forwarding to HUD. There is no guarantee that an exception will be approved.

# VII. Fair Housing

### A. Affirmative Outreach

Subgrantee must communicate and make known that use of ESG funded facilities, assistance and services are available to all on a nondiscriminatory basis. All individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, must receive equal access to program, benefits, services and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation, in accordance with the HUD final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs."

Subgrantee must develop and implement affirmative outreach written procedures and communication tools and materials to inform persons without regard to race, color, ethnicity, religion, sex, gender, sexual orientation, age, national origin, familial status, or disability, how to obtain access to facilities and services. If it appears the procedures subgrantee intends to use to accomplish this will not reach persons of any particular race, color, religion, sex, gender, sexual orientation, age, national origin, familial status, or disability who may qualify for those activities and services, subgrantee must establish additional procedures to ensure those persons are made aware of assistance opportunities.

Reasonable accommodations for persons with disabilities must be available in order to ensure disabled participants have an equal opportunity to utilize housing, including shelters, and receive essential services. Greater levels of accessibility may be required for some shelters in compliance with The Americans with Disabilities Act.

#### **B.** Nondiscrimination

Subgrantee is required to comply with all state and federal statutes relating to nondiscrimination, including the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, Title II of the Americans with Disabilities Act, and Title III of the American with Disabilities Act. Subgrantee may not take any of the following actions based on race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation, including gender identity, honorably discharged veterans/military status, and survivors of domestic violence:

- Refuse to rent housing or provide services
- Make housing or services unavailable
- Deny a dwelling or service
- Set different terms, conditions or privileges for rental of a dwelling or obtaining services
- Provide different housing services or facilities or different services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

# VIII. Recordkeeping

### A. Client File Documentation

Sufficient records must be established and maintained to enable OCD and HUD to determine whether ESG requirements are being met. Subgrantee must make sure any subrecipients assisting subgrantee with the ESG program also maintain appropriate and complete records.

Documentation of client eligibility and services received must be maintained in printed or electronically-saved client case files, including files for applicants found to be ineligible. File documentation will be the basis of OCD monitoring to ensure subgrantee is in compliance with program requirements and HUD regulations.

At the minimum, client files must contain the following, if applicable to subgrantee's service to the program participant:

- Verification of use of coordinated entry;
- Signed Release of Information;
- Intake form and assessment of household needs;
- homeless or at risk of homelessness verification;
- Evidence applicant has no subsequent housing options and lacks sufficient resources to retain housing, but is not homeless;
- Rent Reasonableness documentation;
- Habitability Standards verification;
- Lead-based Paint visual assessment;
- Signed Lease Agreement;
- Signed Rental Assistance Agreement;
- Verification of client income and assets;
- Amount and type of essential emergency shelter services provided;
- Re-evaluations of eligibility;
- Housing Plan and housing assistance provided;
- Verification of outstanding rent arrears;
- Case notes;
- Evidence of referrals;
- Documentation of payments made on client's behalf; and
- Written notice of program termination.

### **B.** Electronic Files

If client file documents and signatures or policy documents are collected and maintained electronically, required documentation must be made available to OCD in paper form when requested.

### C. Records Retention

Subgrantees shall retain all program records pertinent to client services and expenditures paid with ESG funds in a manner consistent with the requirements of state and federal law. Currently, program records including client files must be retained for five (5) years. Program records for major rehabilitation or conversion of emergency shelter buildings must be retained for at least ten (10) years from the date that ESG funds were first obligated. Fiscal records, which include books, documents, papers, plans, and agency records that document all program expenditures, must be retained for a minimum of six (6) years, or such longer period as may be required due to any audit, controversy or litigation arising out of, or relating to, program use.

## VIII. Financial Management

## A. Administration

Administration will be used for costs related to the planning and execution of the ESG activities. The total amount for administration will be 7.5 percent of the total allocation of ESG funding grant. Match funding for this activity will be provided under other ESG funded activities (i.e. Street Outreach, Emergency Shelter, Homeless Prevention and Rapid Re-housing Activities). Administrative dollars will be retained by the Office of Community Development, and match support for this activity will be provided by awarded agencies in conjunction with other homeless activities.

#### B. Match

Washington County ensures that 100 percent of the Emergency Solutions Grant received is matched with equal resources. Subgrantee must submit match documentation to OCD quarterly and provide a description of the nature of the reported matching expenses and a certification that the match funds were used for ESG-eligible expenses. In addition, at the annual monitoring, OCD will pull samples of match documentation for verification purposes. The match may be cash or an in-kind amount, but cannot be counted as satisfying the matching requirement of another federal grant. Currently, the subgrantee provides state government cash sources as match for the Washington County ESG program. Types of match that may be accepted include:

- Cash contributions expended for allowable costs including staff salaries and fringe benefits
- Noncash contributions
- Services provided by volunteers are matched at the current minimum wage salary unless the recipient can verify a higher rate of pay for current employees performing similar work
- Real property, equipment, goods or services that if the recipient had to pay for them with grant funds, the payments would have been indirect costs
- The value of donated goods and services such as clothing, food, diapers, haircuts, etc.
  The value placed should be consistent with 2 CFR 200, Uniform Administrative
  Requirements, Cost Principals, and Audit Requirements for Federal Awards, Final
  Guidance.
- Costs paid by program income provided the costs are eligible ESG costs that supplement the recipient's ESG program.

All sources listed as match must meet these criteria:

- The matching contribution must be made after the date that HUD signed the ESG Grant Agreement;
- Cash contributions must be expended within the expenditure deadline in 576.203;

- Non-cash contributions must be made within the expenditure deadline in 576.203.
- Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant;
- Contributions that have been or will be counted as satisfying a match requirement of other federal funds may not be used as match for ESG funding;
- The matching funds must be used for ESG eligible clients and activities; and
- If ESG funds are used to satisfy matching requirements of another federal program, funding from that program cannot be used to satisfy the matching requirements of ESG.

### C. Funds Disbursement

Subgrantee will be expected to fully obligate or expend ESG funds from a previous funding cycle before spending funds from a current funding cycle. OCD will review subgrantee's ESG spending. Subgrantee must retain supporting documentation of all costs charged to the ESG grant and be able to provide evidence that grant funds were spent on allowable costs.

24 CFR 576.203(b) requires a recipient to draw down and expend funds not less than once during each quarter of the recipient's program year. OCD schedules draw downs on a quarterly basis throughout the program year using a scheduling spread sheet. Quarterly draws will occur no later than 30 days after the end of the quarter.

## IX. Monitoring

#### A. Process

OCD staff views monitoring not as a once-a-year or a periodic exercise, but as an ongoing process involving continuous communication and evaluation of financial records. Such a process involves frequent telephone/email contacts, written communications, analysis of reports and audits, and periodic meetings as needed. It is the responsibility of OCD staff to keep fully informed concerning sub-recipient's compliance with program requirements and the extent to which technical assistance is needed. The overriding goal of monitoring is to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce Sponsor performance. As part of this process, OCD staff must be alert for fraud, waste and mismanagement or situations with potential for such abuse. Where possible, any identified deficiencies in need of corrective action should be handled through discussion, negotiation, or technical assistance in a manner that maximizes local discretion. Monitoring also provides opportunities to identify program participant accomplishments as well as successful management, implementation, and evaluation techniques that might be replicated by other Sponsors.

Through on-site and desk monitoring, the reviewer can determine whether the program participant's performance meets program requirements and improve program participant performance by providing guidance and making recommendations. The specific purposes of monitoring are to:

- Validate the accuracy of information presented by the program participants;
- Follow-up on problems identified during the monitoring visit;
- Determine compliance for those activities where there is sufficient information to make eligibility determinations;
- Evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- Ascertain the Sponsor's ability to ensure that activities carried out meet compliance requirements;
- Verify the accuracy of the program participant's records; and,
- Identify apparent causes of any problem(s) and offer recommendations for corrective actions.

OCD will monitor subgrantee's program annually. Fiscal monitoring will be conducted annually unless an earlier review is warranted. After the monitoring visit, OCD will provide subgrantee with a written monitoring report inclusive of any findings, concerns or comments. Subgrantee must provide timely corrective action to findings.

## **B. Subgrantee Monitoring of Subrecipients**

Subgrantee shall perform onsite monitoring their subrecipients annually. Subgrantee must maintain and provide access to subrecipient written monitoring procedures and reports as requested by OCD.

### C. Records Access

Subgrantee and its subrecipients shall permit OCD, HUD, and the duly authorized representatives of such entities access to, and the right to copy, all program client and fiscal records for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OCD, access to records shall include the removing of records from subgrantee's office. Access to records is not limited to the required retention period, but last as long as the records are retained.

## **Appendix 1: Applicable Rules and Regulations**

All the following as may be amended from time to time:

- 1. 24 CFR 5 subpart F: Occupancy Requirements for Section 8 Project-Based Assistance
- 2. 24 CFR part 91: Consolidated Submissions for Community Planning and Development Programs
- 3. 24 CFR part 576: Emergency Solutions Grant Program
- 4. 24 CFR part 121: Homeless Management Information System (HMIS)
- 5. 24 CFR part 982: Fair Market Rent and Rent Reasonableness
- 6. HMIS Manual
- 7. Community Connect Policy and Written Standards: <a href="http://www.co.washington.or.us/Housing/EndHomelessness/upload/578-7a-OR506CoC-Community-Connect-Policy-and-Written-Standards-3.pdf">http://www.co.washington.or.us/Housing/EndHomelessness/upload/578-7a-OR506CoC-Community-Connect-Policy-and-Written-Standards-3.pdf</a>
- 8. This manual as a guideline for ESG program management.
- 9. Lead-Based Paint: <a href="http://www2.epa.gov/lead">http://www2.epa.gov/lead</a> and <a href="http://www2.epa.gov/lead">24 CFR part 35</a>
- 10. Lead-Based Paint pamphlet: <a href="http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\_11875.pdf">http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\_11875.pdf</a>
- 11. Annual Median Income:
- 12. https://www.hudexchange.info/resource/3679/hud-income-limits/HUD Resource Exchange: https://www.hudexchange.info/esg/
- ESG program guidance
- Federal regulations
- Tools and technical assistance
- Listserv opportunities
- Frequently Asked Questions
- 13. Personal Responsibility and Work Opportunity Reconciliation Act of 1996: http://www.gpo.gov/fdsys/pkg/PLAW-104publ193/content-detail.html
- 14. <u>CFRs</u> cited are amended from time to time and can be found at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=%2Findex.tpl
- 15. <u>OMBs</u> cited are amended from time to time and can be found at: <a href="http://www.whitehouse.gov/omb/circulars">http://www.whitehouse.gov/omb/circulars</a> default

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## **Appendix 2: Income Eligibility Guidance**

The requirements for determining whether a family is eligible for assistance, and the amount of rent the family will pay, requires the lead agency to project or estimate the annual income that the family expects to receive. Generally the agency must use current circumstances to anticipate income. Annual income is projected by annualizing current income. Income that may not last for a full 12 months (e.g. unemployment compensation) should be calculated assuming current circumstances will last a full 12 months. If changes occur later in the year, an interim recertification can be conducted to change the family's rent. If information is available on changes expected to occur during the year, use that information to determine the total anticipated income from all known sources for the year.

Convert all income to an annual figure by multiplying the pay rate by the frequency of payment.

- Multiply hourly wages by the number of hours worked per year. Full-time employment (40 hours a week and no overtime) is 2,080 hours (40 hrs X 52 weeks = 2080 hours). (10 hours a week X 52 weeks = 520 hrs per year).
- Multiply weekly wages by 52.
- Multiply bi-weekly wages by 26.
- Multiply semi-monthly wages by 24.
- Multiply monthly wages by 12.
- Multiply daily wages by 260 (full time/no overtime).
- To convert monthly amount to weekly, divide by 4.3.
- Round up to the nearest dollar at .50 and above (except SS payments, which are always rounded down).

#### Calculating Unemployment Benefits:

- Multiply gross weekly benefit by 52 weeks, regardless of the number benefit weeks remaining; and
- When the family reports the benefits have ceased, complete an Interim Revision to adjust annual income.

Calculating Wages/Salary - Anticipated gross amounts prior to payroll deductions or garnishments, including:

- All employment sources;
- Overtime;
- Commissions;
- Bonuses
- Tips or other compensation for personal services;
- Projected pay increases/raises.

#### **Irregular Income**

Irregular income is defined as income received in an unpredictable or sporadic manner, such as income from seasonal employment, temporary work agencies, child support, or alimony. If the family has a history of irregular income, you may use the family's past income history to determine how to project such income forward.

When determining such income divide the year-to-date (YTD) total provided by the amount of actual weeks the total covers to receive an average weekly income. Multiply the weekly income amount by 52 (weeks).

#### Part 5 Definition of Income

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. This definition sounds straightforward, but there are several specific issues related to the calculation of Part 5 annual income.

The words highlighted above are key parts of the following phrases, which are essential to understanding the requirements for calculating Part 5 annual income.

- Gross amount. For the types of income counted in the Part 5 definition, gross amounts (before any deductions have been taken) are used.
- Income of all adult household members. The Part 5 definition contains income "inclusions" (types of income to be counted) and "exclusions" (types of income that are not considered) for all adult members of a household.
- Anticipated to be received. Part 5 annual income is used to determine eligibility and the amount of Federal assistance a family can receive. A PJ must, therefore, use a household's expected ability to pay, not their past earnings, when estimating housing assistance needs.

#### **Background on Using Part 5**

The HOME Program previously required PJs to use only the Section 8 Program definition of annual income to determine the eligibility of applicants to their HOME programs.

The rules concerning Section 8 annual income were previously found at 24 CFR Part 813. However, Part 813 was removed from the Federal regulations on October 18, 1996. At the same time, 24 CFR Part 5 was published. Subpart F of Part 5 consolidated the requirements pertaining to income for many of HUD's programs, including Section 8.

Currently, the definition of annual income found at 24 CFR Part 5 is used by a variety of Federal programs, including:

- the HOME Investment Partnership Program,
- the Community Development Block Grant Program,

- the Section 8 Program,
- public housing programs, and
- the Low Income Housing Tax Credit Program.

Within each of these programs, the Part 5 definition of annual income can be used to determine program eligibility and, in some programs, the level of assistance the household will receive.

In some cases, two or more Federal programs may provide assistance to a single program or project at the local level. When this is the case, the PJ should be careful to choose a definition for income determinations that is permitted in all of the relevant Federal programs.

**CPD's Income Eligibility Calculator** is an interactive tool that assists in determining the income eligibility and assistance amounts for beneficiaries of CPD programs. Simply enter the requested data and this calculator will work behind the scenes to generate a summary of results for each beneficiary. You should then print out the summary and include it as part of the beneficiary's file:

#### I. <a href="https://www.onecpd.info/incomecalculator/">https://www.onecpd.info/incomecalculator/</a>

#### II. Whose Income to Count

Under the Part 5 definition of annual income, income from certain groups of people requires special consideration when calculating a household's annual income. Click on the key words below for more information on how to count the income of the following categories of people:

- Minors (age 17 and under)
- Live-in aides
- Persons with disabilities
- Temporarily absent family members
- Permanently absent family members
- Adult students living away from home

#### III. Types of Income to Count

A list of the Part 5 income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the Part 5 definition of annual income by the United States Congress.

Welfare assistance is generally counted in the Part 5 definition of annual income. Most PJs will therefore use the actual gross amount of welfare assistance the household receives in the calculation of "annual income". However, in certain "as-paid" localities a special calculation is required.

**Part 5 Inclusions** This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations:

Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:  • Qualify as assistance under the TANF program definition at 45 CFR

	<ul> <li>260.31; and</li> <li>Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c).</li> </ul>
	If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
	<ul> <li>the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i></li> <li>the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.</li> </ul>
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

**Part 5 Exclusions** -This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations:

<b>General Category</b>	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)								
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.								
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).								
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).								
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.								
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).								
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).								
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.								
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.								
9. Self-Sufficiency Program Income	<ul> <li>a. Amounts received under training programs funded by HUD.</li> <li>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance,</li> </ul>								

	resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.  e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for
10.0%	the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:
	<ul> <li>The value of the allotment made under the Food Stamp Act of 1977;</li> <li>Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer</li> </ul>

- Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- Payments received under the Alaskan Native Claims Settlement Act;
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal workstudy program or under the Bureau of Indian Affairs student assistance programs;
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, OlderAmerican Community Service Employment Program);
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, state job training programs and career intern programs, AmeriCorps);
- Payments by the Indian Claims Commission to the Confederated

- Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

#### IV. Assets Inclusions and Exclusions

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

Note that when assets are included in the calculation of Part 5 annual income, it is the income earned from the asset - not the value of the asset - that is counted.

#### **Inclusions**

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

#### **Exclusions**

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

## **Appendix 3: Shelter Network Grievance and Appeals Process**

## Washington Co. Shelter Network Grievance and Appeal Process

#### **Infractions Summary**

Each agency or shelter program has written rules, guidelines, and policies and procedures that are specific to their respective agency. A written copy of the rules is provided to each participant by each agency at the time of intake. In the event that a behavior is being observed that could result in a rule infraction, program staff will initially give verbal warnings to the program participant. A verbal warning is intended to be a friendly reminder to correct a behavior that may result in a rule infraction. After a number of verbal warnings (specified at by the agency or facility), Staff will issue a written notice called an *Infraction*.

- Infractions are violations of shelter rules, guidelines, or policies and procedures.
   Infractions may lead to termination of shelter service.
- Infractions can be appealed using the Grievance and Appeal Process.
- If a Resident receives a specified number of infractions (determined by the agency or facility) they will be given a termination notice that requests that they leave the facility within 24 hours.

#### **Termination Summary**

There are two different types of Terminations:

- 1. Termination due to rule infractions resulting from receiving the allotted number of infractions specified by the agency or facility.
  - Must leave by an agreed upon time the next day or after an appeal requesting an administrative review.
- 2. Immediate Termination resulting from a safety concern
  - Must leave within a specified time frame of receiving notice. Resident
    may request administrative review of the decision for up to 30-days after
    being asked to leave.

#### **Termination Due to Rule Infractions**

Common reasons for infractions that may lead to termination of shelter service:

- Not passing room checks
- Not completing chores at all or on time
- Not participating in program requirements
- Disregard for staff instructions
- Not keeping children in line of site

#### **Immediate Termination of Shelter Service**

An Immediate Termination means that you must leave the shelter immediately and you will not be eligible for shelter for a specified period of time depending upon the agency or facility. Immediate Terminations are typically related but not limited to concerns pertaining to the safety of other residents, children and shelter staff.

The following are common reasons for immediate termination:

- Use of alcohol, marijuana or illegal drugs on or off the property;
- A resident found in possession of paraphernalia for use of drugs;
- Missing agency curfew or not returning to the facility;
- Violent, intimidating or harassing behavior, either physical, verbal or sexual, towards agency staff or residents of shelter;
- A resident found in possession of a weapon;
- Engaging in any illegal activity occurring on or off the property;
- Felony arrest or incarceration.

#### **Infractions Appeal Process**

At most agencies or facilities you have the right to appeal individual infractions that may result in termination of shelter service. You are encouraged to develop open dialogue with shelter staff about infractions, so as to avoid possible termination of shelter services. If your shelter stay and service is terminated as a result of accumulated infractions, you have the right to appeal termination of shelter service at the time of termination. If you are allowed to remain in the facility during the appeal process, you must continue to follow facility rules.

- To appeal an infraction you must:
  - Submit a written dated and signed appeal to the immediate Supervisor. The Supervisor will review the appeal when submitted and make a decision.
  - If you are not satisfied with the Supervisor's decision, you may resubmit your appeal to the Program Manager.
  - If you are not satisfied with the Manager's decision, you can submit your appeal within 30-days at the Director level. The decision of the Director is final.

#### **Termination of Shelter Services**

#### **Grievance and Appeals Process**

Each program has a policy of fair and unbiased treatment of our participants. We do not discriminate on the basis of age, race, color, national origin, religion, gender, familial status, disability, marital status, source of income, sexual orientation, gender identity, veteran/military status, or survivors of domestic violence.

A grievance is defined as a formal objection or complaint made on the basis of something that a program participant feels is unfair. You have the right to present written or oral objections before a person other than the person who made the decision that is affecting you. You may also contest any decision that denies or limits your eligibility for services. If you are seeking resolution to a complaint regarding staff, program plans, or termination of program services, you may have 30-days to initiate the following Grievance and Appeals Process:

- Discuss the complaint with the staff person involved or with your case manager.
- If you are not satisfied that your complaint has been resolved, or if you cannot discuss the complaint with that person, you may submit your dated and signed concern in writing to the appropriate Supervisor or Manager, depending upon the program. You may also request the option to present your complaint orally. If the program does not have a Supervisor or Manager, continue to the next appropriate staffing level at the respective Shelter Network provider.
- If you are not satisfied that your complaint has been resolved, you may submit the dated and signed concern in writing to the Program Director. You may also request the option to present your complaint orally. The Program Director will respond to you in writing.

- Your final option is to file a written request for administrative review with either the Board of Directors or the Executive Director, depending upon the Shelter Network program. The Board of Directors or the Executive Director will issue a written decision, which will be final.
- The Shelter Network program is required to notify the funder of all participant grievances or requests for administrative reviews, as well as of the final determination and basis for that decision.

Shelter	Appeal Levels
<b>Community Action</b>	Staff member involved
Hillsboro Family Shelter	2. Shelter Supervisor
	3. Housing & Homeless Services Manager
	4. Program Director
	5. Executive Director
<b>Good Neighbor Center</b>	1. Executive Director
	2. Board of Directors
Family Promise	1. Executive Director
	2. Board of Directors
DVRC	1. Program Director
	2. Executive Director
	3. Board of Directors

Shelter	Grievance Levels
Community Action	1. Staff member involved
Hillsboro Family Shelter	<ul><li>2. Shelter Supervisor</li><li>3. Housing &amp; Homeless Services Manager</li></ul>
	4. Program Director
	5. Executive Director
Good Neighbor Center	1. Case Manager
	2. Executive Director
	3. Board of Directors
Family Promise	1. Executive Director
	2.Board of Directors
DVRC	1. Staff member involved/Case Worker
	2. Program Director
	3. Executive Director
	4. Board of Directors







Washington County Office of Community Development 328 West Main Street, Suite 100, MS7 Hillsboro, OR 97123 Phone (503) 846-8814

Fax (503) 846-2882 TTY (503) 846-4598

Internet: <a href="http://www.co.washington.or.us/CommunityDevelopment/index.cfm">http://www.co.washington.or.us/CommunityDevelopment/index.cfm</a>

#### **Annette Evans**

From: Annette Evans

**Sent:** Monday, August 12, 2019 2:55 PM

To: 'jtrinh@luke-dorf.org'; 'Lindsay Downen (LDownen@luke-dorf.org)'; William Allen:

Jeffrey Burnham

Cc: Komi Kalevor

Subject: FY2019 CoC Priority Listing\_Ranking of Hillsboro GILP, Safe Haven and Reentry Housing

**Program Applications** 

Attachments: 1434\_001.pdf

This email and attached letter serve as official notice of your scoring results and ranking for the selection of "Hillsboro GILP" renewal application and "Reentry Housing" new application submitted in response to the HUD FY2019 CoC Program Notice of Funding Available (NOFA) released through the local CoC Request For Proposals on July 11, 2019.

Note: The "Safe Haven" renewal application was not selected for funding and it was determined to reallocate
the funds to the new Reentry Housing project application.

All projects reviewed, rated and ranked are outlined in the attachment that determines the FY2019 Priority Listing that will be submitted to HUD along with the CoC Consolidated Application.

If you have questions, please feel free to review the CoCs policy - CoC Program Application Rating and Ranking Process <a href="https://www.co.washington.or.us/Housing/EndHomelessness/hssn.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/hssn.cfm</a> - or contact me directly.

Thank you for submitting the project applications that seek to rehousing homeless persons families with children.

#### Warm Regards,

## Annette M. Evans

Homeless Program Manager

Chair, Housing and Supportive Services Network (HSSN)

Federal Continuum of Care (CoC) # OR-506CoC

Washington County Department of Housing Services

111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

☎Phone: 503-846-4760, ☎Fax: 503-846-4795

A Road Home: Our vision to prevent and end homelessness based on performance based decisions. Track our performance online at

https://www.co.washington.or.us/Housing/EndHomelessness/system-performance.cfm

To help ensure equal access to Washington County Department of Housing Services programs, we will provide translation, reasonably modify policies or procedures and provide auxiliary aids/services/alternative formats to persons with disabilities. For TTY relay dial 711 or 1-800-735-1232. Para traducción en español marque 1-800-735-3896.

From: noreply@co.washington.or.us <noreply@co.washington.or.us>

Sent: Monday, August 12, 2019 2:02 PM

To: Annette Evans < Annette \_Evans@co.washington.or.us>

Subject: Attached Image



# WASHINGTON COUNTY OREGON

August 12, 2019

Mr. John Trinh, Chief Executive Officer Luke-Dorf, Inc. 8915 SW Center Street Tigard, OR 97223

Re: Ranking and Selection of FY2019 CoC Program Project Applications.

Project Title: Hillsboro GILP (Renewal), Safe Haven (Renewal) and Reentry Housing (New)

Dear Mr. Trinh.

Thank you for submitting an application in response to the FY2019 CoC Program Request for Proposal (RFP) released on July 11, 2019. Eleven applications were received in response to the RFP.

The HSSN Workgroup (the CoC Board) thoroughly reviewed all applications based on performance and serving a priority population, and completed the ranking process on Friday, August 9, 2019. A copy of the project scores is enclosed, with complete notes from this meeting available online by Friday, August 30, at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/hssn-workgroup-meetings-and-agendas.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/hssn-workgroup-meetings-and-agendas.cfm</a>.

The Hillsboro GILP and Reentry Housing applications will move forward in the HUD Consolidated Application. Please note the project ranking position is in Tier 1 and most likely will be funded.

 The Safe Haven renewal application requesting \$297,426 was not selected for funding and will be reallocated to the new Reentry Housing application.

Ran	k (Points)	Project Title	Project Type	CoC Funding Request
1	(n/a)	Homeless Management Information System (HMIS)	Renewal	\$39,742
2	(48.4)	Reentry Housing	New	\$297,426
3	(45.3)	Housing Stabilization Program	Renewal	\$31,618
4	(42.8)	Transitional Living Program	Renewal	\$121,741
5	(40.3)	CoC Rapid Rehousing for Families	Renewal	\$481,388
6	(39.0)	Sojourner's House	1st Time Renewa	1 \$195,443
7	(39.0)	Sojourner's House Expansion	DV Bonus	\$196,706
8	(36.5)	Hillsboro GILP	Renewal	\$100,081
9	(36.0)	Shelter Plus Care Renewal (Tier 1 & 2 Straddle)	Renewal	\$2,485,419
10	(36.0)	Shelter Plus Care Chronic PSH Expansion (Tier 2)	CoC Bonus	\$187,643

The HUD process for appeal options is available in the FY2019 CoC NOFA (page 75, Section X Appeals) and 24 CFR 578.35. I am available to meet with you to answer questions and provide program support.

4/WWW

Annette M. Evans Homeless Program Manager

On behalf of the HSSN Workgroup

Annette Evans@co.washington.or.us (503)856-4760

Enclosure: FY2019 CoC Program Project Rating and Ranking Tool Results



#### **CoC Program Project Rating and Ranking Tool** Performance-based Data Period 7/1/2018 to 6/30/2019 OR-506CoC Washington County, Oregon

Coc Project April Callers	Scorling Toog, p.	HMS, Coordinates Fransion or New	Housing First Primaples	Homizes Underseinen	Racial Equity, Diversity and	Consolitated Plan A Roars	New D. Methods A. C. C. Meetings A.	Aches sa.	Fund Ullipsession of Debates	Financial A.	28 Match	Mew. 108s+ 1.	Reasonage Funding Comm.	New, p	New, S.,	Velw	Reduce , Repairs	Request	Increase.	Incepted Ameni Income	Server Income	horas	Polen F	Polen F. Promic Homelec.	Bet Ullis	1st kap. E	1st Year. C	r: Bed Utilization	Total Value Complex Times Press	Deopus	Am	Towns College State	and Politis out of St Possie.	Fizir Aphicalin Request	PRO10 Agricultor Reson	School P	r Particie	PANN ORDER
					N NARRA						CIAL CAP					_	-		_				ERFORM					_	1	_	_							
ier 1 = \$3,539,413 (94% ARD Calculated by HUD)		3 pts 3	pts 3 p	ts 3	pts 3 p	ots 1 p	t 1 pt	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	4 pts	4 pts	4 pts	4 pts	3 pts	4 pts	1 pt	1 pt	1 pt	4 pts	4 pts	1 pt	1 pt	-1 p	t -1 p	t		20.712	ć 20.712			
omeless Management Information System	Renewal	2.9	20	2.8	2.4	20 1	0 1		2.0	2.0	2.0	1.0	2.0			2.	.0 3.1		0 3.:	2 3.4	4 ^	0									U		\$	39,742			21,673	1
eentry Housing (New)	New	2.9	2.9	2.8	2.4	3.0 1	.0 1.	0 2.0	2.0	2.0	2.0	1.0	2.0	0.0	2.0	J 2.	.u 3.8	8 4.0	U 3.7	4 3.4		.9	4		0.25				0		0		8.4 \$ 5.3 \$	297,426 31,618				3
ousing Stabilization Program ransitional Living Program	Renewal Renewal	3	3	3	3	3		1 2	2	2	2		2					4	0 1	4 1	4	0	4	0 .	1 0.75				0		0		2.8 \$	121,741			1,580	4
oC Rapid Rehousing for Families	Renewal	3	2	2	2	3		1 2	2	2	2		2					4	4	4	4	0	0	0 /	0.75				0		.1		2.8 \$ 0.3 \$	481,388	\$ 481,388		4,810	5
pjourner's House	Renewal	3	3	3	3	3		2	2	2	2		2		1			4		0 1	0	2	0 '	0 1	1 0.23	1	1	1	1	1	.1		9.0 \$	195,443			17,450	6
pjourner's House Expansion (DV Bonus)	Exp/Bonus	3	3	3	3	3		2	2	2	2		2					4		-	0	2		0	1	4	1 1	1	1	1			9.0 \$	196,706				7
illsboro GILP (Hartner House)	Renewal	3	3	3	3	3		2	2	2	2		2					4 1	0 0	0 4	4	2	0	1 (	0.5			_	0	-	0		6.5 \$	100,081			19,632	8
nelter Plus Care Renewal	Renewal	3	3	3	1	3		2	2	2	2		2					0 .	4 (	n a	4	3	0	1 (	) 1	1			0		0		6.0 \$	2,075,268		-		
nerter Flus care renewal	nenewa					3		1	_	_	- 1											J		,								-	U.U .	2,075,200	y 2,403,413	y 1	13,071	
				•													-					-										Sub-Tot	als \$	3,539,413	\$ 3,455,432			
ier 2				-				_										1	1	1	1	_		1	1			_				1		-				
helter Plus Care Renewal	Renewal	3	3	3	1	3		2	2	2	2		2				-	0 -	4 (	0 4	4	3	0	1 (	) 1	-			0		0	0 3	6.0 \$	410,151	\$ 2,485,419	\$ 1	15,071	9
																		_		1					1							Sub-Tot	als S	410,151				
er 2 \$187,643 (CoC Bonus)																																5ab-10t	.013	410,151		1		
	Exp/Bonus	3	3	3	1	3		2	2	2	2		2				- (	0 -	4 (	0 4	4	3	0	1 (	) 1				0			0 3		187,643	\$ -	\$ 1	15,071	10
rojects Reallocated or Not Funded	ı						1	1	ı																							Sub-Tot	als \$	187,643				
ojects Reallocated or Not Funded ife Haven	Renewal	2	2	2	1	2			-	-	- 1		^					0 .	ol ,	n l	4	2	0	4 4					0		0	0 3	8.0 Ś	297,426	\$ 297,426	ė r	6 072	11
пе пачен	nenewai	3	3	3	1	3		-	- 2		2		0				+-'	U 1	U (	,	*	۷.	U	1 (	, (				U		U	U 2	o.u ş	297,426	۶ 291,42b	\$ 5	912,00	11
		-													-							-1		-	1	1	1			-1			-					
ojects That Are Not Ranked																																						
2019 CoC Planning																																	\$	112,586	\$ 101,085		n	n/a
																					nds Avai													4,249,793	\$ 3,853,943			_

Prepared by the Washington County HSSN Workgroup on August 9, 2019

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	Performance-based project	rating and ranking in support of the CoC Syst	em Performance Outcomes	
	CoC SCORING DATE:	Wednesday, August 7, 2019	# of Participants App.:	20
	CoC SCORING AGENCY:	17 Voting Agencies of HSSN	# of Households App.:	20
	Project Name:	Reentry Housing		
	_		-	
	Project Type: _	PH-RRH (New)	-	
	Project Type = TH for Transitional Housi	ng; SH for Safe Haven; RRH for Rapid Rehousing; and PSH	for Permanent Supportive Housing	
	Applicant Name: _	Washington County	<u>-</u>	
	Subrecipient Agency Name:	Luke-Dorf, Inc.	Total Project Score (52 points	s): 48.4
(	CoC Program Funding Request:	\$297,426.00	Benchmark Points = Full or Zero Points (no	partial)
ΑP	PLICATION NARRATIVE RATING			17 points
٩.		intent to participate in the CoC HMIS and coc		2.9
		es and the HUD Coordinated Entry Notice (3 p	•	
В.	•	ntent to implement use of Housing First princ	• • • •	2.0
	-	quired by funding sources, and provision of n	ecessary supports to maintain	2.9
_	housing and prevent a return to	· · ·		
L.		rving underserved and marginalized population		
		bilities. Describe experience of the applicant		2.8
		ulation and in providing housing similar to the	at proposed in the application (3	
_	points)	rific complete delivered to encure regial equity	diversity and inclusion (2	
υ.	points)	cific services delivered to ensure racial equity,	diversity and inclusion. (3	2.4
Ε.		ntified in the CoC's Consolidated Plan, A Road	Home: Community Plan to	
	Prevent and End Homelessness,	and the federal priorities identified in this No	OFA and <i>Home, Together:</i>	3.0
	Federal Strategic Plan to Preven	at and End Homelessness for 2018 to 2022 (3	points)	
F.	Applicant and Subrecipient (if a	ny) work collaboratively with CoC partner age	encies and are active members	
	of the CoC attending at least 8 r	meetings during the past 12-month period un	der the governance of the	1.0
	Housing and Supportive Service			
G.		ny) describes rapid implementation of the pro	pject to begin housing the first	1.0
	participant in 180 days or less for	ollowing HUD grant award (1 point)		1.0
ΑP	PLICANT AND SUBRECIPIENT AG	GENCY (IF ANY) FINANCIAL RATING		12 points
Η.		ny) has active SAM registration with current i	nformation, valid DUNS number	2.0
	and no Debarments and/or Susi	pensions <b>(2 points)</b>		2.0
١.	Describe Applicant and Subrecip	pient (if any) experience in effectively utilizing	federal funds in accordance	2.0
		grants and other funding (2 points)		2.0
J.		ew of Applicant and Subrecipient (if any). Audi	t does not contain findings or	2.0
	other indications of financial or	accounting problems (2 points)		2.0
K.	Applicant or Subrecipient (if any	y) provides 25% match commitment that satis	fies CoC Program Rule 24 CFR	2.0
	Part 578.73 requirement that in	cludes source and amount (2 points)		2.0
L.	Applicant or Subrecipient provide	de letter of commitment to "leveraged" funds	(excluding 25% match funds)	
	valued at no less than 10% of Co	oC Program fund request to provide for proje	ct long-term sustainability <b>(1</b>	1.0
	points)			
M.	Budget costs are reasonable and	d allowable. Project is cost-effective when pro	ojected cost per person served is	
	compared to CoC average withi	n project type posted July (annual) at		2.0
		us/Housing/EndHomelessness/homeless-pro	grams-and-events.cfm	
		Total project cost (HUD \$ Request+25%	Total Budget: \$433,475	\$21,673/person
	match+leverage) divided by targ	get number of participants (2 points)		7-1,070/ pc/30//

#### OR-506 Hillsboro/Beaverton/Washington County, Oregon CoC

N. Project is dedicated to serve 100% special needs population under: A) Permanent Housing CoC Bonus serving chronic homeless individuals and families with disabilities; or B) Domestic Violence (DV) Bonus for survivors of domestic violence (1 point)

0

NEW PROJECT RATING TOOL	
PROJECT DESIGN OF HOUSING AND SUPPORTIVE SERVICES	23 points
O. Severity of Needs (0 to 2 points)	2.0
Applicant demonstrates how the project will assist underserved populations to include persons with a history	
of victimization such as domestic violence, sexual assault, criminal histories, substance use disorders, or	
chronic homelessness.	
P. Housing Emphasis (2 points) Applicant and Subrecipient (if any) prioritize 75% or more of Federal CoC Program funds to provide housing	2.0
activities; e.g. rent assistance, leasing units, acquisition, rehabilitation and/or construction of affordable	
housing units.	91%
Q. Reduce Length of Time Homeless (0 to 4 points)	3.8
Applicant describes how the project will identify and house homeless populations to demonstrate a	
reduction in the length of time people experience homelessness.	
R. Successful Permanent Housing Placement and Reduced Returns to Homelessness (0 to 4 points)  Applicant describes the housing barriers experienced by the target population and demonstrates how the	4.0
project will increase permanent housing placement and retention in housing.	
S. Increased Employment Income (0 to 4 points)	3.2
Applicant and Subrecipient describe how the project will demonstrate assisting the population to increased	
employment income.	
T. Increased Other Income (0 to 4 points)	3.4
Applicant or Subrecipient have at least one staff person who has completed SOAR training.	
U. Serve Priority Populations: <a>\sum_50% disability/zero income/unsheltered populations (3 points)</a>	2.9

Applicant describes the outreach and commitment to serve the most vulnerable populations that includes chronic homeless individuals and families as defined by HUD where 50% of participants with zero income, participants with two or more disability types, and persons living in places not meant for human habitation.

#### RENEWAL/EXPANSION PROJECT RATING TOOL

		rating and ranking in support of the CoC System Performance	Outcomes	
	Coc ranking date:		ipants (Q5a):	10
	PERFORMANCE PERIOD:	7/1/2018 to 6/30/2019 # of House	eholds (Q8a):	10
	Project Name:	Hillsboro GILP		
	Project Type:	PSH		
	Project Type = TH for Transitional I	Housing; SH for Safe Haven; RRH for Rapid Rehousing; and PSH for Permanent Supportive	Housing	
	Applicant Name:	Washington County		
	Subrecipient Agency Name:	Luke-Dorf, Inc.		
	CoC Program Funding Request:	\$100,081		
ı	Previous CoC Awarded Amount:	\$100,081 Total Project Sco	ore (52 points):	36.5
		Points = Full or Zero	Points (no partial)	
	PLICATION NARRATIVE RATING		. f	15 points
A.		C HMIS and coordinated entry compliance with CoC Policies and ated Entry Notice (Yes= <b>3 points</b> , No= <b>0 points</b> )	1	3
B.	-	using First principles, including no preconditions or barriers to ess, and provision of necessary supports to maintain housing and <b>3 points</b> , No= <b>0 points</b> )	· · · · · · · · · · · · · · · · · · ·	3
C.	minorities and people with di	underserved and marginalized populations to include racial an sabilities. Describe experience of the applicant and subrecipien opulation and in providing housing similar to that proposed in the population and in providing housing similar to that proposed in the population and in providing housing similar to that proposed in the population and in providing housing similar to that proposed in the population and in providing housing similar to that proposed in the population and in providing housing similar to that proposed in the population and the proposed in the population and the proposed in the population and the proposed in the proposed in the population and the proposed in the p	ts (if any) in	3
D.	Project demonstrates racial ed 14% = <b>0 points</b> )	quity, diversity and inclusion (25%+ = <b>3 points</b> , 15% to 24% = <b>1</b>	point, 0 to	3
	Minimum 25% people of colo	r assisted with housing and services (average APR Q12a+Q12b)		3 of 10=30%
E.	Project is consistent with the	Washington County Consolidated Plan (3 points)		3
ΔΡ	PLICANT AND SUBRECIPIENT AC	GENCY (IF ANY) FINANCIAL RATING		10 points
F.	Applicant and Subrecipient (if	any) has active SAM registration with current information, valied on Suspensions (Yes=2 points, No = 0 points)	d DUNS	2
G.	funding. Include satisfactory reimbursement of subrecipier	e in effectively utilizing funds including HUD grants and other pudrawdowns and performance for existing grants as evidenced buts (if any), timely resolution of monitoring findings and timely ing grants (Yes=2 points, No = 0 points)	y timely	2
H.		view of Applicant and Subrecipient (if any). Audit does not control or accounting problems (Yes=2 points, No = 0 points)	ain findings	2
l.		any) has 25% match commitments that satisfy CoC Program Ru amount (Yes= <b>2 points</b> , No = <b>0 points</b> )	ıle	2
J.	averaged across all projects w	participant exit to Permanent Housing or retain PSH/RRH. The convithin a project type to determine the average cost per permanent type. The CoC will use this information to define a reasonable points)	ent housing	2
	CALCULATION METHODOLOG services and administration by	Y: Divide total project cost (HUD, match \$ and leverage \$) for h y number of PH exits (APR Q23a+Q23b). t cost \$ <u>157,063</u> divide by # stayers + # exit to PH 6+2 (8) = cost	_	),632/person

#### RENEWAL/EXPANSION PROJECT RATING TOOL PROJECT PERFORMANCE MEASUREMENT OUTCOMES (RENEWAL) 27 points Reduce Length of Time Homeless (4 points) 4 TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR Q22b) SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b) RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c) PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c) 14 days Reduce Returns to Homelessness (4 points) 0 TH, SH, RRH, PSH: <3% of participants return to homelessness within 24 months of exit to PH of 2 = 50%M. Increased Earned Income: Adults Increase from Start to Annual Assessment/Exit (4 points) 0 TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3) SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3) 0 of 7=0% Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points) TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3) SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3) 5 of 7=71% O. Serve Priority Populations: >50% disability/zero income/unsheltered populations (1 pt each=3 points) TH, SH, RRH, PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16) 4 of 10=40% TH, SH, RRH, PSH: Minimum 50% participants with one or more disability type (APR Q13a2) 10 of 10=100% TH, SH, RRH, PSH: Minimum 50% participants enter from place not meant for human habitation (APR Q15) 6 of 10=60% Increase Exits to Permanent Housing (4 points) TH: Minimum 80% people exit program to permanent housing (APR Q23a & Q23b) SH: Minimum 85% people exit program to permanent housing (APR Q23a & Q23b) RRH: Minimum 90% people exit program to permanent housing (APR Q23a & Q23b) PSH: Minimum 90% people exit to other permanent housing (Q23a and Q23b PH Dest divide by Q5a5) 2 of 4=50% Q. Project Focuses on Chronic Homeless People (1 point) TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b) 10 of 10=100% R. Project Focuses on Survivors of Domestic Violence (1 point) 0 TH, SH, RRH, PSH: Minimum of 50% adult participants are survivors of domestic violence (APR Q14a) 3 of 10=30% Bed Utilization: Minimum 90% ( .25 point for for each PIT at 90%+ - Total 1 point) 0.5 100%, 100%, 86%, 86% Household utilization on 4 PIT Counts the last Wednesday of January, April, July, October (APR Q8b) HMIS Data Quality: Timeliness (1 point) 4 of 8=50% 90% of data entered within 0 to 6 days of project start date (APR Q6e) U. De-obligation 10% or more of HUD funds (minus 1 point) Recent grant term 10% or more of the total HUD funds recaptured by HUD at grant term No Deobligation **Annual CoC Monitoring Score (minus 1 point)** 0 Concerns and/or Finds not resolved within 30-days of monitoring results notification. **Pass**

		WAL/EXPANSION PROJECT the Country and ranking in support of the Country and ranking in support of the Country and the Country		
	CoC RANKING DATE:	August 9, 2019	# of Participants (Q5a):	10
	PERFORMANCE PERIOD:	7/1/2018 to 6/30/2019	# of Households (Q8a):	10
	Project Name: Sat	e Haven		
	Project Type: <u>SH</u>			
	Project Type = TH for Transitional Ho	using; SH for Safe Haven; RRH for Rapid Rehousing;	and PSH for Permanent Supportive Housing	
	Applicant Name:	Washington County		
	Subrecipient Agency Name:	Luke-Dorf, Inc.		
	CoC Program Funding Request:	\$297,426.00		
F	revious CoC Awarded Amount:	\$297,426.00	Total Project Score (52 points):	28.0
			Points = Full or Zero Points (no part	
ΑP	PLICATION NARRATIVE RATING			15 points
A.	Project participates in the CoC HN and HUD Coordinated Entry Notice	AIS and coordinated entry compliand e (Yes= <b>3 points</b> , No= <b>0 points</b> )	e with CoC Policies and Procedures	3
B.		g First principles, including no precond provision of necessary supports to ints, No=0 points)		3
C.	minorities and people with disabi	derserved and marginalized population lities. Describe experience of the appartion and in providing housing similation and in providing housing similation.		3
D.	Project demonstrates racial equit 14% = <b>0 points</b> )	y, diversity and inclusion (25%+ = <b>3 p</b>	<b>points</b> , 15% to 24% = <b>1 point</b> , 0 to	1
	Minimum 25% people of color ass	sisted with housing and services (ave	rage APR Q12a+Q12b)	2 of 10=20%
E.	Project is consistent with the Was	hington County Consolidated Plan(	3 points)	3
AP	PLICANT AND SUBRECIPIENT AGEN	•		10 points
F.		) has active SAM registration with cu or Suspensions (Yes= <b>2 points</b> , No = <b>0</b>		2
G.	Include satisfactory drawdowns a		_	2
H.		of Applicant and Subrecipient (if any counting problems (Yes= <b>2 points</b> , N	y). Audit does not contain findings or lo = <b>0 points</b> )	2
l.	Applicant and Subrecipient (if any requirements for source and amo	) has 25% match commitments that unt (Yes= <b>2 points</b> , No = <b>0 points</b> )	satisfy CoC Program Rule	2
J.	averaged across all projects within	cipant exit to Permanent Housing or n a project type to determine the ave pe. The CoC will use this information		0
	CALCULATION METHODOLOGY: D	ivide total project cost (HUD, match	\$ and leverage \$) for housing,	

Total project cost \$455,774 divide by # stayers + # exit to PH 8+0=8 = cost per PH exit \$

\$56,972

	RENEWAL/EXPANSION PROJECT RATING TOOL				
PR	DJECT PERFORMANCE MEASUREMENT OUTCOMES (RENEWAL)	27 points			
ĸ.	Reduce Length of Time Homeless (4 points)	0			
	TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR Q SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b)  RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c)  PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c)	22b) 506 days			
L.	Reduce Returns to Homelessness (4 points)  TH, SH, RRH, PSH: <3% of participants return to homelessness within 24 months of exit to PH  0 e	o exits to PH=0%			
Μ.	Increased Earned Income: Adults Increase from Start to Annual Assessment/Exit (4 points) TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	0			
	SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3)	0 of 6=0%			
N.	Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points)  TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)  SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3)	<b>4</b> 4 of 6=67%			
О.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (1 pt each=3 points)	2			
	TH, SH, RRH,PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16)	4 of 10=40%			
	TH, SH, RRH, PSH: Minimum 50% participants with one or more disability type (APR Q13a2)	9 of 10=90%			
Р.	TH, SH, RRH,PSH: Minimum 50% participants enter from place not meant for human habitation (APR Q15)  Increase Exits to Permanent Housing (4 points)	7 of 10=70% <b>0</b>			
г.	TH: Minimum 80% people exit program to permanent housing (APR Q23a & Q23b)	U			
	SH: Minimum 85% people exit program to permanent housing (APR Q23a & Q23b)	0 of 2=0%			
	RRH: Minimum 90% people exit program to permanent housing (APR Q23a & Q23b)	0 0. 2 0, 0			
	PSH: Minimum 90% people exit to other permanent housing (Q23a and Q23b PH Dest divide by Q5a5)				
Q.	Project Focuses on Chronic Homeless People (1 point)	1			
	TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b)	8 of 10=80%			
R.	Project Focuses on Survivors of Domestic Violence (1 point)	0			
	TH, SH, RRH, PSH: Minimum of 50% adult participants are survivors of domestic violence (APR Q14a)	3 of 7=30%			
S.	Bed Utilization: Minimum 90% ( .25 point for for each PIT at 90%+ - Total 1 point)	0			
т.	Household utilization on 4 PIT Counts the last Wednesday of January, April, July, October (APR Q8b)  70%, 6  HMIS Data Quality: Timeliness (1 point)	0%, 70%, 60% <b>0</b>			
١.	90% of data entered within 0 to 6 days of project start date (APR Q6e)	86%			
U.		0			
٥.		Deobligation			
v.	Annual CoC Monitoring Score (minus 1 point)	0			
	Concerns and/or Finds not resolved within 30-days of monitoring results notification.	Pass			

#### **Annette Evans**

From:

Annette Evans

Sent:

Thursday, July 11, 2019 12:50 PM

Subject:

HSSN\_Federal FY2019 CoC Program Request For Proposals and CoC Consolidated

Application Timeline

Attachments:

RFP\_Federal FY2019 CoC Program Project Applications for CoC Consolidated

Application.pdf

FEDERAL FY2019 CoC PROGRAM NOTICE OF FUNDING AVAILABLE (NOFA)
HUD Docket No. FR-6300-N-25, CFDA No. 14.267

#### **REQUEST FOR PROPOSALS**

TO CREATE NEW OR EXPAND PERMANENT SUPPORTIVE AND RAPID REHOUSING SERVING HOMELESS PERSONS, DOMESTIC VIOLENCE BONUS FUNDS FOR RAPID REHOUSING (RRH) AND COORDINATED ENTRY, AND RENEWAL OF COC PROGRAM FUNDED PROJECTS

OR-506CoC Washington County Annual Renewal Demand (ARD): \$3,752,858

Domestic Violence (DV) Bonus: Up to \$196,706 Permanent Housing CoC Bonus: Up to \$187,643

This announcement is provided in compliance with 24 CFR 578.9 to design, operate and follow a collaborative process for the development of applications and approve the submission of the applications in response to a NOFA published by HUD.

July 11, 2019

Washington County, Oregon, serving as the Collaborative Applicant for the local homeless continuum of care (CoC) planning process under the governance of the Washington County Housing and Supportive Services Network (HSSN) announce the request for new and renewal projects. Organizations that have not previously applied for CoC Program funding are encouraged to submit applications to provide housing and services to include Permanent Supportive Housing (PSH) for homeless/chronically homeless individuals and families with disabilities, projects to provide Rapid Rehousing (RRH) or Coordinated Entry serving survivors of domestic violence coming directly from the streets or emergency shelters, DedicatedPLUS, expansion of permanent housing (PH) projects, and Joint TH and PH-RRH. This performance-based RFP serves as notice for selection of renewal project applications from organizations receiving CoC Program funds to continue serving homeless individuals and families. A copy of this Request For Proposals (RFP) with local FY2019 CoC Program application documents is available online at <a href="http://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm">http://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm</a>.

The HSSN scoring will prioritize selection of project applications based on how the project delivers housing and services to underserved populations and promotes racial equity, improves system performance as outlined in Section VII.B.1.a of the HUD NOFA, and supports the CoC Gaps Analysis for increased permanent housing and priorities outlined in *A Road Home: Community Plan to Prevent and End Homelessness* and *Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*.

The U.S. Department of Housing and Urban Development (HUD) policy and program priorities focus resources to:
1) End homelessness for all persons; 2) Create a systemic response to homelessness; 3) Strategically allocate and use resources; 4) Evidence-based approach; 5) Increased employment; and 6) Providing flexibility for Housing First with service participation requirements. All project applicants are encouraged to read the Federal FY2019 CoC Program NOFA available online at <a href="https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/">https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/</a>

#### Overview:

On July 3, 2019, HUD announced approximately \$2.3 billion available in the FY2019 CoC Program Competition to create new and renew high-performing projects, including up to \$50 million for Domestic Violence Bonus projects. Project applications must demonstrate the extent to which the applicant:

- (1) Prioritizes Highest Need Populations: The project addresses the needs of marginalized populations (racial/ethnic minorities and people with disabilities). The project serves chronic homeless and other vulnerable homeless persons as outlined in HUD CPD-16-11, adopted by HSSN on August 3, 2016.
- (2) Increased Employment and Mainstream Services: The project identifies strategies to increase the economic stability of program participants.
- (3) Performance-based Projects: New projects describe objectives that will be taken to produce performance-based system outcomes. Renewal projects demonstrate post-performance data outcomes supporting system-level performance objectives.
- (4) Housing First: The project follows a Housing First model as defined in Section II.A.6 of the NOFA and demonstrates experience in operating a Housing First program.
- (5) Leveraging: The project leverages resources to develop a comprehensive project that will meet the needs of the target population and ensure successful program outcomes. Written statement of cash or in-kind leveraged commitment is required at time of application.

Washington County, acting as the Project Applicant (recipient), will work in partnership with the Project Sponsor Agency (subrecipient) to submit applications in the CoC Consolidated Application. The Project Sponsor Agency must meet applicant eligibility standards, demonstrate fiscal capacity to administer the project, and statutory deadlines regarding the obligation of grant funds as stated in the HUD Appropriations Act. HUD will review eligibility as part of the threshold review process.

#### Domestic Violence Bonus Project:

Total Funds: Up to \$196,706 (Budget limits include 7% maximum in Administration that is split 50/50 between

Project Sponsor Agency and Washington County).

Funding Match: 25% cash or in-kind, in compliance with CoC Program 24 CFR 578.73.

Term of Project: Maximum term is 1-year.

#### Permanent Housing CoC Bonus Project:

Total Funds: Up to \$187,643 (Budget limits include 7% maximum in Administration that is split 50/50 between

Project Sponsor Agency and Washington County).

Funding Match: 25% cash or in-kind, in compliance with CoC Program 24 CFR 578.73.

Term of Project: Minimum term is 1-year. Exception, capital project term minimum is 3-years. Capital projects

must meet Section 3. See HUD NOFA Section VII.B.6.p.

#### Transparent Application Process: Review, Scoring and Selection Timeline:

This RFP outlines the application process with point values and ranking criteria in policy 578.9-OR506 Application and Award online at https://www.co.washington.or.us/Housing/EndHomelessness/hssn.cfm

7/11/2019 Public notice of the Request For Proposal (RFP) to the CoC HSSN and public at-large.

7/23/2019 Project Sponsor Agency will schedule new project presentations on the 8/7/19 HSSN agenda. To schedule, contact Annette Evans Annette Evans@co.washington.or.us

New and renewal project applications are due in HUD e-snaps grant management system by 5 p.m.

A listing of renewal projects is found in Appendix A.

8/7/2019 HSSN will score project applications. Project Sponsor Agencies will present new projects to HSSN members (10 minute with question/answer period), and provide 45 copies of the project proposal – See Appendix B. The proposal will be a summary of the CoC Project Application. Scoring will include One (1) vote per eligible agency or individual.

- HSSN Workgroup (the CoC Board) will review the applications and HSSN project scores, perform ranking and final project selection for CoC Priority Listing. Project Sponsor Agencies for new and renewal project applications are encouraged to attend this meeting.

  8/15/2019 Collaborative Applicant will notify all new and renewal project applicants in writing of the selection or denial of applications for the CoC Consolidated Application.
- 9/07/2019 CoC Consolidated Application and CoC Priority Project Listing posted online for 10-day public review and comment period. Collaborative Applicant will submit in e-snaps on September 25, prior to HUD deadline on September 30, 2019.

## National Proposal Review, Scoring and Selection Process:

Applications will be scored by HUD in accordance with the criteria set forth in the NOFA. It is the project applicant's responsibility to review the NOFA and submit projects that support the NOFA requirements.

#### [Appendix A]

## OR-506CoC Washington County Annual Renewal Demand (ARD): \$3,752,858

HUD will continue to require CoCs to rank all new and renewal projects, except CoC Planning, in two funding tiers.

- <u>Tier 1</u> is equal to the greater of the combined annual renewal amount for all projects eligible for renewal for the first time up to 94 percent of the FY2019 Annual Renewal Demand (ARD), with new and renewal projects eligible for Tier 1 ranking.
  - Tier 1 estimate = \$3,527,687 (94% of \$3,752,858 ARD)
- <u>Tier 2</u> is the difference between Tier 1 and the ARD plus any amount available for the Permanent Housing CoC Bonus (not including amounts available for DV Bonus and CoC Planning grant).
  - o Tier 2 = \$225,171 (6% of \$3,752,858 ARD)
- <u>Domestic Violence Bonus</u> to create new rapid rehousing and coordinated entry projects serving survivors of domestic violence up to 10 percent of the CoCs PPRN.
  - Domestic Violence Bonus (new) = \$196,706
- Permanent Housing CoC Bonus to create new or expansion of renewal project up to 5 percent of the CoCs PPRN.
  - Permanent Housing Bonus (new/expand) = \$187,643

On April 11, 2019, the CoC Collaborative Applicant submitted to HUD the Annual Renewal Demand (ARD) valued at \$3,752,858 for CoC Program-funded projects as follows:

Housing Type	Project Title	Project Sponsor Agency	FY2016 HUD Award (Renewal \$)
PSH	Hillsboro Graduated Independent Living	Luke-Dorf, Inc.	\$100,081
PSH	Shelter Plus Care Renewal (includes consolidation of Tri-Haven)	Washington County Department of Housing Services	\$2,485,419
RRH	CoC Rapid Re-Housing for Families	Community Action	\$481,388
RRH	Housing Stabilization Program	Good Neighbor Center	\$31,618
RRH	Sojourner's House	Domestic Violence Resource Center	\$195,443
TH	Transitional Living Program	Boys & Girls Aid	\$121,741
SH	Safe Haven	Luke-Dorf, Inc.	\$297,426
HMIS	Homeless Management Information System	Washington County Department of Housing Services	\$39,742

**Total Annual Renewal Demand:** 

\$3,752,858

PSH = Permanent Supportive Housing

RRH = Rapid Re-Housing

TH = Transitional Housing

SH = Safe Haven

HMIS = Homeless Management Information System

#### [Appendix B]

## **FY2019 Project Proposal to HSSN**

(Limit 2 pages)

#### Project Name

HUD Funds Requested \$ XXX.XX

#### Legal Applicant Information

Legal name, address, and agency contact name with email/phone information

Note: Applicant/Project Sponsor (subrecipient) will need to have Data Universal Numbering System (DUNS), Employer/Taxpayer Identification Number (EIN/TIN), and compliance with Civil Rights Matters, and Certification of Consistency with the Consolidated Plan upon submittal of application.

Rating/Scoring: 52 points

## Experience of Applicant, Sponsor(s) and Other Partners (New Projects = 12 points; Renewal Projects = 10 points)

- Describe the basic organization and management structure, financial accounting system demonstrated by fiscal audits, evidence of coordination with the CoC and support of system performance outcomes.
- Describe experience of the applicant, sponsors, and partners in serving marginalized populations to include racial and ethnic minorities and people with disabilities.
- Describe agency experience in managing federal grants to include federal regulation compliance and list any outstanding monitoring/findings, experience drawing funds, and bed/unit utilization rate.
- Acquisition/Construction/Rehab Funding Requests Describe agency experience meeting timely construction or rehab projects and compliance with Section 3.

## Project Narrative (New Projects = 17 points, Renewal Projects = 15 points)

- Describe scope of the project activities to include: prioritizing how you will serve marginalized populations and the highest need vulnerable homeless, implement a flexible housing first model, increase employment and/or mainstream resources, and how your program will leverage resources to address the supportive service needs of the homeless.
- Include total number of units and beds, services provided, etc.
- Describe the estimated schedule for implementing the project activities, the management plan, and the method for assuring effective and timely completion of the project.
- Will participants be required to live in a particular structure, unit or locality and if yes, explain how and why this requirement? Will more than 16 persons with disabilities live in one structure?
- Describe the outreach and referral plan to bring homeless into the project.
- Describe data collection, participation in HMIS and performance-based objectives.

## Project Budget and Funding

- Describe commitment to provide 25 percent cash and/or in-kind match for HUD funds.
- Describe leveraging public and private funds to support the total project budget.
- Provide budget by activity component: Acquisition/Construction/Rehabilitation, Leasing, Rent Assistance, Services, Operations, and Administration costs for both HUD and non-HUD funds:
  Note: Total Project Cost = HUD CoC Funds + Matching Funds + Leverage Funds

<u>Performance Measurements (New Projects = 23 points; Renewal Projects = 27 points based on HMIS CoC-APR data for period July 1 through June 30)</u>

- Describe how the project will demonstrate system performance to: 1) Reduce length of time homeless; 2)
   Recidivism or returns to homelessness; 3) Reduce the number of people homeless; 4) Increase employment and income growth; 5) Reduce first time homelessness in the CoC; and 6) Increase placement or retention in permanent housing from street outreach and permanent supportive housing.
- Describe how the project will maintain 90% or higher bed utilization rate.

Annette M. Evans

Homeless Program Manager
Chair, Housing and Supportive Services Network (HSSN)
Federal Continuum of Care (CoC) # OR-506CoC
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

■ Phone: 503-846-4760, ■ Fax: 503-846-4795

#### http://www.co.washington.or.us/Homeless

Collaboration + Partnerships = Achieving our vision in A Road Home through strategic investments!

To help ensure equal access to Washington County Department of Housing Services programs, we will provide translation, reasonably modify policies or procedures and provide auxiliary aids/services/alternative formats to persons with disabilities. For TTY relay dial 711 or 1-800-735-1232. Para traducción en español marque 1-800-735-3896.

Social Media Public Notice: FY2019 CoC Program Grant Request For Proposal (RFP) on 7/11/2019

#### **Washington County Website:**



**Social Media: Facebook and Twitter** 

From: Julie McCloud

Sent: Thursday, July 11, 2019 4:40 PM

To: Annette Evans < Annette Evans@co.washington.or.us >

Subject: Posted to Facebook and Twitter

 $\frac{\text{https://www.facebook.com/WashCoOregon/photos/a.183274631826452/1353668164787087/?type=3}{\text{\&theater}}$ 



HSSN (CoC) Email Listserv reaching nearly 500 public, nonprofit, private partners and homeless consumers

(See email attached dated Thursday, July 11, 2019 at 12:50 PM)

#### **Annette Evans**

From:

Annette Evans

Sent:

Thursday, July 11, 2019 12:50 PM

Subject:

HSSN\_Federal FY2019 CoC Program Request For Proposals and CoC Consolidated

Application Timeline

**Attachments:** 

RFP\_Federal FY2019 CoC Program Project Applications for CoC Consolidated

Application.pdf

FEDERAL FY2019 CoC PROGRAM NOTICE OF FUNDING AVAILABLE (NOFA)
HUD Docket No. FR-6300-N-25, CFDA No. 14.267

#### **REQUEST FOR PROPOSALS**

TO CREATE NEW OR EXPAND PERMANENT SUPPORTIVE AND RAPID REHOUSING SERVING HOMELESS PERSONS, DOMESTIC VIOLENCE BONUS FUNDS FOR RAPID REHOUSING (RRH) AND COORDINATED ENTRY, AND RENEWAL OF COC PROGRAM FUNDED PROJECTS

OR-506CoC Washington County Annual Renewal Demand (ARD): \$3,752,858

Domestic Violence (DV) Bonus: Up to \$196,706 Permanent Housing CoC Bonus: Up to \$187,643

This announcement is provided in compliance with 24 CFR 578.9 to design, operate and follow a collaborative process for the development of applications and approve the submission of the applications in response to a NOFA published by HUD.

July 11, 2019

Washington County, Oregon, serving as the Collaborative Applicant for the local homeless continuum of care (CoC) planning process under the governance of the Washington County Housing and Supportive Services Network (HSSN) announce the request for new and renewal projects. Organizations that have not previously applied for CoC Program funding are encouraged to submit applications to provide housing and services to include Permanent Supportive Housing (PSH) for homeless/chronically homeless individuals and families with disabilities, projects to provide Rapid Rehousing (RRH) or Coordinated Entry serving survivors of domestic violence coming directly from the streets or emergency shelters, DedicatedPLUS, expansion of permanent housing (PH) projects, and Joint TH and PH-RRH. This performance-based RFP serves as notice for selection of renewal project applications from organizations receiving CoC Program funds to continue serving homeless individuals and families. A copy of this Request For Proposals (RFP) with local FY2019 CoC Program application documents is available online at <a href="http://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm">http://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm</a>.

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Term of Project: Maximum term is 1-year.

#### Permanent Housing CoC Bonus Project:

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must meet Section 3. See HUD NOFA Section VII.B.6.p.

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HSSN Workgroup (the CoC Board) will review the applications and HSSN project scores, perform

## National Proposal Review, Scoring and Selection Process:

deadline on September 30, 2019.

8/9/2019

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## [Appendix A]

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- <u>Domestic Violence Bonus</u> to create new rapid rehousing and coordinated entry projects serving survivors of domestic violence up to 10 percent of the CoCs PPRN.
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RRH CRH STH SH SH SH	Project Title	ect Title Project Sponsor Agency							
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PSH	Shelter Plus Care Renewal (includes consolidation of Tri-Haven)	Washington County Department of Housing Services	\$2,485,419						
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RRH	Housing Stabilization Program	Good Neighbor Center	\$31,618						
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SH	Safe Haven	Luke-Dorf, Inc.	\$297,426						
HMIS	Homeless Management Information System	Washington County Department of Housing Services	\$39,742						

**Total Annual Renewal Demand:** 

\$3,752,858

**PSH = Permanent Supportive Housing** 

RRH = Rapid Re-Housing

TH = Transitional Housing

SH = Safe Haven

HMIS = Homeless Management Information System

## [Appendix B]

## **FY2019 Project Proposal to HSSN**

(Limit 2 pages)

#### **Project Name**

HUD Funds Requested \$ XXX.XX

#### **Legal Applicant Information**

Legal name, address, and agency contact name with email/phone information

Note: Applicant/Project Sponsor (subrecipient) will need to have Data Universal Numbering System (DUNS), Employer/Taxpayer Identification Number (EIN/TIN), and compliance with Civil Rights Matters, and Certification of Consistency with the Consolidated Plan upon submittal of application.

Rating/Scoring: 52 points

## Experience of Applicant, Sponsor(s) and Other Partners (New Projects = 12 points; Renewal Projects = 10 points)

- Describe the basic organization and management structure, financial accounting system demonstrated by fiscal audits, evidence of coordination with the CoC and support of system performance outcomes.
- Describe experience of the applicant, sponsors, and partners in serving marginalized populations to include racial and ethnic minorities and people with disabilities.
- Describe agency experience in managing federal grants to include federal regulation compliance and list any outstanding monitoring/findings, experience drawing funds, and bed/unit utilization rate.
- Acquisition/Construction/Rehab Funding Requests Describe agency experience meeting timely construction or rehab projects and compliance with Section 3.

## Project Narrative (New Projects = 17 points, Renewal Projects = 15 points)

- Describe scope of the project activities to include: prioritizing how you will serve marginalized populations and the highest need vulnerable homeless, implement a flexible housing first model, increase employment and/or mainstream resources, and how your program will leverage resources to address the supportive service needs of the homeless.
- Include total number of units and beds, services provided, etc.
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- Will participants be required to live in a particular structure, unit or locality and if yes, explain how and why this requirement? Will more than 16 persons with disabilities live in one structure?
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- Describe data collection, participation in HMIS and performance-based objectives.

#### Project Budget and Funding

- Describe commitment to provide 25 percent cash and/or in-kind match for HUD funds.
- Describe leveraging public and private funds to support the total project budget.
- Provide budget by activity component: Acquisition/Construction/Rehabilitation, Leasing, Rent Assistance,
   Services, Operations, and Administration costs for both HUD and non-HUD funds:

Note: Total Project Cost = HUD CoC Funds + Matching Funds + Leverage Funds

<u>Performance Measurements (New Projects = 23 points; Renewal Projects = 27 points based on HMIS CoC-APR data for period July 1 through June 30)</u>

- Describe how the project will demonstrate system performance to: 1) Reduce length of time homeless; 2)
  Recidivism or returns to homelessness; 3) Reduce the number of people homeless; 4) Increase employment and income growth; 5) Reduce first time homelessness in the CoC; and 6) Increase placement or retention in permanent housing from street outreach and permanent supportive housing.
- Describe how the project will maintain 90% or higher bed utilization rate.

## Annette M. Evans

Homeless Program Manager

Chair, Housing and Supportive Services Network (HSSN)
Federal Continuum of Care (CoC) # OR-506CoC
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

**Phone:** 503-846-4760, **Pax:** 503-846-4795

http://www.co.washington.or.us/Homeless
Collaboration + Partnerships = Achieving our vision in *A Road Home* through strategic investments!

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## 1E-4 Public Postings-CoC Consolidated Application (Attachment Summary)

OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon

1. Evidence demonstrating objective review and ranking process:

Part 1: Final Score Forms

- a) Renewal Project Applications
- b) First Year Renewal Project Applications
- c) New Project Applications
- d) One (1) completed score form for a renewal project application used by all renewal applicants. Example: Safe Haven

## Part 2: Ranking Process Documentation

- a) CoC Program Project Rating and Ranking Tool Summary of all project rating and ranking
- b) Final CoC Priority Listing that includes all projects
- c) Public Notice announcing completed application online for 10-day Public Comment period ending 9/17/2019, see screen shot and email dated 9/7/2019.
- 2. Evidence demonstrating public posting of the final version of the completed CoC Consolidated Application
  - a) Public Notice Final version of the completed CoC Consolidated Application and Priority Listing with all projects accepted and rejected, see screen shot and email dated 9/18/2019

## OR-506 Hillsboro/Beaverton/Washington County, Oregon CoC RENEWAL/EXPANSION PROJECT RATING TOOL Performance-based project rating and ranking in support of the CoC System Performance Outcomes CoC RANKING DATE: # of Participants (Q5a): PERFORMANCE PERIOD: # of Households (Q8a): Project Name: \_\_\_\_\_ Project Type: \_\_\_\_\_ Project Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and PSH for Permanent Supportive Housing Applicant Name: Subrecipient Agency Name: \_\_\_\_\_ CoC Program Funding Request: Total Project Score (52 points): 0 Previous CoC Awarded Amount: \_\_\_\_\_\_ APPLICATION NARRATIVE RATING 15 points Project participates in the CoC HMIS and coordinated entry compliance with CoC Policies and Procedures and HUD Coordinated Entry Notice (Yes=3 points, No=0 points) Project implements use of Housing First principles, including no preconditions or barriers to entry except as required by funding sources, and provision of necessary supports to maintain housing and prevent a return to homelessness (Yes=3 points, No=0 points) Project prioritizes services for underserved and marginalized populations to include racial and ethnic minorities and people with disabilities. Describe experience of the applicant and subrecipients (if any) in working with the proposed population and in providing housing similar to that proposed in the application (Yes=3 points, No=0 points) Project demonstrates racial equity, diversity and inclusion (25%+ = 3 points, 15% to 24% = 1 point, 0 to 14% = 0 points) Minimum 25% people of color assisted with housing and services (average APR Q12a+Q12b) Project aligns with priorities identified in the CoC's Consolidated Plan, A Road Home: Community Plan to Prevent and End Homelessness, and the federal priorities identified in this NOFA and Home, Together: Federal Strateaic Plan to Prevent and End Homelessness for 2018 to 2022 (3 points) APPLICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING 10 points Applicant and Subrecipient (if any) has active SAM registration with current information, valid DUNS number and no Debarments and/or Suspensions (Yes=2 points, No = 0 points) Describe applicant experience in effectively utilizing funds including HUD grants and other public funding. Include satisfactory drawdowns and performance for existing grants as evidenced by timely reimbursement of subrecipients (if any), timely resolution of monitoring findings and timely submission of required reporting on existing grants (Yes=2 points, No = 0 points) Н. Acceptable audit/financial review of Applicant and Subrecipient (if any). Audit does not contain findings or other indications of financial or accounting problems (Yes=2 points, No = 0 points) ١. Applicant and Subrecipient (if any) has 25% match commitments that satisfy CoC Program Rule requirements for source and amount (Yes=2 points, No = 0 points) Reasonable project cost per participant exit to Permanent Housing or retain PSH/RRH. The cost is averaged across all projects within a project type to determine the average cost per permanent housing exit for the CoC

and administration by number of PH exits (APR Q23a+Q23b).

for that project type. The CoC will use this information to define a reasonable cost locally. (Yes=2 points, No =

CALCULATION METHODOLOGY: Divide total project cost (HUD, match \$ and leverage \$) for housing, services

Total project cost \$\_\_\_\_\_ divide by # stayers + # exit to PH \_\_\_ = cost per PH exit \$\_\_\_\_\_

	RENEWAL/EXPANSION PROJECT RATING TOOL	
PRO	JECT PERFORMANCE MEASUREMENT OUTCOMES (RENEWAL)	27 points
K.	Reduce Length of Time Homeless (4 points)	
	TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR Q22b)	
	SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b)	
	RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c)	
	PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c)	
L.	Reduce Returns to Homelessness (4 points)	
	TH, SH, RRH, PSH: <3% of participants return to homelessness within 24 months of exit to PH	
M.	Increased Employment Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3)	
N.	Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3)	
Ο.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (1 pt each=3 points)	
	TH, SH, RRH, PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16)	
	TH, SH, RRH,PSH: Minimum 50% participants with one or more disability type (APR Q13a2)	
	TH, SH, RRH, PSH: Minimum 50% adults enter from place not meant for human habitation (APR Q15)	
P.	Increase Exits to Permanent Housing (4 points)	
	TH: Minimum 80% people exit program to permanent housing (APR Q23a & Q23b)	
	SH: Minimum 85% people exit program to permanent housing (APR Q23a & Q23b)	
	RRH: Minimum 90% people exit program to permanent housing (APR Q23a & Q23b)	
	PSH: Minimum 90% people exit to other permanent housing (Q23a and Q23b PH Dest divide by Q5a5)	
Q.	Project Focuses on Chronic Homeless People (1 point)	
	TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b)	
R.	Project Focuses on Survivors of Domestic Violence (1 point)	
	TH, SH, RRH, PSH: Minimum of 50% adult participants are survivors of domestic violence (APR Q14a)	
S.	Bed Utilization: Minimum 90% ( .25 point for for each PIT at 90%+ - Total 1 point)	
	Household average utilization on 4 PIT Counts the last Wednesday of January, April, July, October (APR Q8b)	r
T.	HMIS Data Quality: Timeliness (1 point)	
	90% of data entered within 0 to 6 days of project start date (APR Q6e)	
U.	De-obligation 10% or more of HUD funds (minus 1 point)	
	Recent grant term 10% or more of the total HUD funds recaptured by HUD at grant term	
V.	Annual CoC Monitoring Score (minus 1 point)	
	Concerns and/or Finds not resolved within 30-days of monitoring results notification.	

	FIRST YEAR RENEWAL RATING TOOL  Performance-based project rating and ranking in support of the CoC System Performance Outcomes	
	CoC SCORING DATE: # of Participants (Q5a):	
	CoC SCORING AGENCY: # of Households (Q8a):	
	Project Name:	
	Project Type:	
	Project Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and PSH for Permanent Supportive Housing	
	Applicant Name:	
	Subrecipient Agency Name:	
	CoC Program Funding Request: Total Project Score (52 points)	: 0
	Previous CoC Awarded Amount:	
AP	PLICATION NARRATIVE RATING	15 points
A.	Project participates in the CoC HMIS and coordinated entry compliance with CoC Policies and Procedures and HUD Coordinated Entry Notice (Yes=3 points, No=0 points)	
В.	Project implements use of Housing First principles, including no preconditions or barriers to entry except as required by funding sources, and provision of necessary supports to maintain housing and prevent a return to homelessness (Yes=3 points, No=0 points)	
C.	Project prioritizes services for underserved and marginalized populations to include racial and ethnic minorities and people with disabilities. Describe experience of the applicant and subrecipients (if any) in working with the proposed population and in providing housing similar to that proposed in the application (Yes=3 points, No=0 points)	
D.	Project demonstrates racial equity, diversity and inclusion (25%+ = <b>3 points</b> , 15% to 24% = <b>1 point</b> , 0 to 14% = <b>0 points</b> )	
	Minimum 25% people of color assisted with housing and services (average APR Q12a+Q12b)	
E.	Project aligns with priorities identified in the CoC's Consolidated Plan, A Road Home: Community Plan to Prevent and End Homelessness, and the federal priorities identified in this NOFA and Home, Together:	
	Federal Strateaic Plan to Prevent and End Homelessness for 2018 to 2022 (3 points)	
APP	PLICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING	10 points
F.	Applicant and Subrecipient (if any) has active SAM registration with current information, valid DUNS number and no Debarments and/or Suspensions (Yes=2 points, No = 0 points)	
G.	Describe applicant experience in effectively utilizing funds including HUD grants and other public funding. Include satisfactory drawdowns and performance for existing grants as evidenced by timely reimbursement of subrecipients (if any), timely resolution of monitoring findings and timely submission of required reporting on existing grants (Yes=2 points, No = 0 points)	
Н.	Acceptable audit/financial review of Applicant and Subrecipient (if any). Audit does not contain findings or other indications of financial or accounting problems (Yes=2 points, No = 0 points)	
l.	Applicant and Subrecipient (if any) has 25% match commitments that satisfy CoC Program Rule requirements for source and amount (Yes=2 points, No = 0 points)	
J.	Reasonable project cost per participant exit to Permanent Housing or retain PSH/RRH. The cost is averaged across all projects within a project type to determine the average cost per permanent housing exit for the CoC for that project type. The CoC will use this information to define a reasonable cost locally. (Yes=2	
	points, No = 0 points)  CALCULATION METHODOLOGY: Divide total project cost (HUD, match \$ and leverage \$) for housing, services and administration by number of PH exits (APR Q23a+Q23b).  Total project cost \$ divide by # exit to PH = cost per PH exit* \$ *If no exits in the grant year the value is project cost divided by total participants; however, if exits occur	

with zero to PH the score is "0 points".

	FIRST YEAR RENEWAL RATING TOOL	
PRO	JECT PERFORMANCE OUTCOMES BASED ON PROJECT IMPLEMENTATION RESULTS AT TIME OF SCORING	27 points
K.	Reduce Length of Time Homeless (4 points)	
	TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR Q	22b)
	SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b)	
	RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c)	
	PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c)	
L.	Increased Employment Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3)	
M.	Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3)	
N.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (1 pt each=3 points)	
	TH, SH, RRH,PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16)	
	TH, SH, RRH,PSH: Minimum 50% participants with one or more disability type (APR Q13a2)	
	TH, SH, RRH,PSH: Minimum 50% participants enter from place not meant for human habitation (APR Q15)	
Ο.	Project Focuses on Chronic Homeless People (1 point)	
	TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b)	
P	Project Focuses on Survivors of Domestic Violence (1 point)	
	TH, SH, RRH, PSH: Minimum of >50% adult participants are fleeing domestic violence (APR Q14a)	
Q.	Fund Utilization: Program Implementation on Track to Expend Funds by End of Grant Year (4 points)	
	% expensed based on pro-ration of program year progress (Yes = 2 points) (No = 0 points)	
	Request For Funds made in first 3 months of implementation (Yes = 2 points) (No = 0 points)	
R.	Bed Utilization: Program Implementation on Track to Meet 90% Goal (4 points)	
	New TH, RRH, PSH Rent Subsidy Program: 30% at 2-months, 60% at 4-months, 90% at 6-months	
S.	HMIS Data Quality: Timeliness per HMIS Agency Agreement (1 point)	
	90% of data entered within 0 to 6 days of project start date - APR 6e	
Т	HMIS Data Quality: Complete and Accurate (1 point)	
	Null/missing 0% on all HMIS data elements - APR 6a, 6b, 6c, 6d	

NEW PROJECT RATING TOOL
Performance-based project rating and ranking in support of the CoC System Performance Outcomes

	CoC SCORING DATE:	# of Participants:	
	Coc Scoring Agency:	# of Households:	
	Project Name:		
	Project Type: Project Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and PSH for	r Permanent Supportive Housing	
	Applicant Name:	Treimanent Supportive Housing	
	Subrecipient Agency Name:	Total Businest Seems (53 mainta).	0
		Total Project Score (52 points):	0
	CoC Program Funding Request:	Benchmark Points = Full or Zero Points (no par	
_	PLICATION NARRATIVE RATING		17 points
Α.	,	- I	
В	with CoC Policies and Procedures and the HUD Coordinated Entry Notice (3 points)		
В.	,		
	or barriers to entry except as required by funding sources, and provision of necessity and prevent a return to homelessness (3 points)		
C.	Project describes experience serving underserved and marginalized populations	to include racial and ethnic	
	minorities and people with disabilities. Describe experience of the applicant and	I subrecipients (if any) in	A A 1
	working with the proposed population and in providing housing similar to that points)	proposed in the application (3	
D.	Project describes culturally specific services delivered to ensure racial equity, div	versity and inclusion. (3 points)	
E.	Project aligns with priorities identified in the CoC's Consolidated Plan, A Road He	ome: Community Plan to	
	Prevent and End Homelessness, and the federal priorities identified in this NOF	· · · · · · · · · · · · · · · · · · ·	
F.	Strategic Plan to Prevent and End Homelessness for 2018 to 2022 (3 points) Applicant and Subrecipient (if any) work collaboratively with CoC partner agence		
	the CoC attending at least 8 meetings during the past 12-month period under the		
	and Supportive Services Network (1 point)		
G.		ct to begin housing the first	
	participant in 180 days or less following HUD grant award (1 point)		
ΑP	PLICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING		12 points
Н.	Applicant and Subrecipient (if any) has active SAM registration with current info	rmation, valid DUNS number	
	and no Debarments and/or Suspensions (2 points)		
I.	Describe Applicant and Subrecipient (if any) experience in effectively utilizing fe	deral funds in accordance with	
	2 CFR 200, to include HUD grants and other funding (2 points)	( ) <u>.</u>	4
J.	Acceptable audit/financial review of Applicant and Subrecipient (if any). Audit d	oes not contain findings or	
	other indications of financial or accounting problems (2 points)		
K.	Applicant or Subrecipient (if any) provides 25% match commitment that satisfie	s CoC Program Rule 24 CFR	
	Part 578.73 requirement that includes source and amount (2 points)		
L.	Applicant or Subrecipient provide letter of commitment to "leveraged" funds (e.		
	valued at no less than 10% of CoC Program fund request to provide for project le points)	ong-term sustainability (1	
M	Budget costs are reasonable and allowable. Project is cost-effective when project	eted cost per person served is	
	compared to CoC average within project type posted July (annual) at	ited cost per person served is	
	https://www.co.washington.or.us/Housing/EndHomelessness/homeless-progra	ms-and-events cfm	
	CALCULATION METHODOLOGY: Total project cost (HUD \$ Request+25%	ins-and-events.cim	
	match+leverage) divided by target number of participants (2 points)		
N.		nt Housing CoC Paris comin-	
14.	Project is dedicated to serve 100% special needs population under: A) Permane chronic homeless individuals and families with disabilities; or B) Domestic Violer	-	
	domestic violence (1 point)	Lec (DV) bolius for survivors of	
	someone referred to bearing	كان ا	

	NEW PROJECT RATING TOOL	
PR	OJECT DESIGN OF HOUSING AND SUPPORTIVE SERVICES	23 points
Ο.	Severity of Needs (0 to 2 points)	
	Applicant demonstrates how the project will assist underserved populations to include persons with a history	- Fr
	of victimization such as domestic violence, sexual assault, criminal histories, substance use disorders, or chronic homelessness.	
P.	Housing Emphasis (2 points)	
	Applicant and Subrecipient (if any) prioritize 75% or more of Federal CoC Program funds to provide housing activities; e.g. rent assistance, leasing units, acquisition, rehabilitation and/or construction of affordable	
	housing units.	
Q.	Reduce Length of Time Homeless (0 to 4 points)	
	Applicant describes how the project will identify and house homeless populations to demonstrate a reduction in the length of time people experience homelessness.	3
R.	Successful Permanent Housing Placement and Reduced Returns to Homelessness (0 to 4 points)	
•	Applicant describes the housing barriers experienced by the target population and demonstrates how the	
	project will increase permanent housing placement and retention in housing.	
S.	Increased Employment Income (0 to 4 points)	
	Applicant and Subrecipient describe how the project will demonstrate assisting the population to increased employment income.	
т.	Increased Other Income (0 to 4 points)	
	Applicant or Subrecipient have at least one staff person who has completed SOAR training.	7.9
U.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (3 points)	
	Applicant describes the outreach and commitment to serve the most vulnerable populations that includes chronic homeless individuals and families as defined by HUD where 50% of participants with zero income, participants with two or more disability types, and persons living in places not meant for human habitation.	

## RENEWAL/EXPANSION PROJECT RATING TOOL

		rating and ranking in support of the CoC System Performance Outcomes	
	CoC RANKING DATE: PERFORMANCE PERIOD:	August 9, 2019 # of Participants (Q5a): 7/1/2018 to 6/30/2019 # of Households (Q8a):	10
	Project Name: S		
	Project Type: S		
	_		
	Applicant Name:	Washington County	
	Subrecipient Agency Name:	Luke-Dorf, Inc.	
	CoC Program Funding Request:	\$297,426.00	
ı	Previous CoC Awarded Amount:	\$297,426.00 Total Project Score (52 points	): 28.0
1	Tevious coc Awarded Amount.	Points = Full or Zero Points (no pa	
AP	PLICATION NARRATIVE RATING		15 points
A.	Project participates in the CoC HI and HUD Coordinated Entry Noti	MIS and coordinated entry compliance with CoC Policies and Procedures ce (Yes=3 points, No=0 points)	3
B.		ng First principles, including no preconditions or barriers to entry except as provision of necessary supports to maintain housing and prevent a return lo=0 points)	3
C.	minorities and people with disab	derserved and marginalized populations to include racial and ethnic ilities. Describe experience of the applicant and subrecipients (if any) in lation and in providing housing similar to that proposed in the application	3
D.	Project demonstrates racial equit = 0 points)	ey, diversity and inclusion (25%+ = <b>3 points</b> , 15% to 24% = <b>1 point</b> , 0 to 14%	1
	Minimum 25% people of color as	sisted with housing and services (average APR Q12a+Q12b)	2 of 10=20%
E.	Project is consistent with the Wa	shington County Consolidated Plan (3 points)	3
API	PLICANT AND SUBRECIPIENT AGEN	NCY (IF ANY) FINANCIAL RATING	10 points
F.		y) has active SAM registration with current information, valid DUNS /or Suspensions (Yes=2 points, No = 0 points)	2
G.	Include satisfactory drawdowns a	effectively utilizing funds including HUD grants and other public funding. and performance for existing grants as evidenced by timely reimbursement esolution of monitoring findings and timely submission of required e2 points, No = 0 points)	2
H.		of Applicant and Subrecipient (if any). Audit does not contain findings or ccounting problems (Yes= <b>2 points</b> , No = <b>0 points</b> )	2
l.		y) has 25% match commitments that satisfy CoC Program Rule ount (Yes= <b>2 points</b> , No = <b>0 points</b> )	2
J.	across all projects within a project	cipant exit to Permanent Housing or retain PSH/RRH. The cost is averaged t type to determine the average cost per permanent housing exit for the C will use this information to define a reasonable cost locally. (Yes=2	0
	CALCULATION METHODOLOGY: Dand administration by number of	pivide total project cost (HUD, match \$ and leverage \$) for housing, services PH exits (APR Q23a+Q23b).  It cost \$455,774 divide by # stayers + # exit to PH 8+0=8 = cost per PH exit \$	\$56,972

	RENEWAL/EXPANSION PROJECT RATING TOOL	
PRO	DJECT PERFORMANCE MEASUREMENT OUTCOMES (RENEWAL)	27 points
K.	Reduce Length of Time Homeless (4 points)	0
	TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR C	(22b)
	SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b)	506 days
	RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c)	
	PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c)	
L.	Reduce Returns to Homelessness (4 points)	0
		0 exits to PH=0%
M.	Increased Earned Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	0
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3)	0 of 6=0%
N.	Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	4
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
_	SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3)	4 of 6=67%
O.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (1 pt each=3 points)	2 1 of 10-40%
	TH, SH, RRH,PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16) TH, SH, RRH,PSH: Minimum 50% participants with one or more disability type (APR Q13a2)	4 of 10=40% 9 of 10=90%
	TH, SH, RRH,PSH: Minimum 50% participants with one of more disability type (AFR Q13a2)	7 of 10=70%
P	Increase Exits to Permanent Housing (4 points)	0
• •	TH: Minimum 80% people exit program to permanent housing (APR Q23a & Q23b)	
	SH: Minimum 85% people exit program to permanent housing (APR Q23a & Q23b)	0 of 2=0%
	RRH: Minimum 90% people exit program to permanent housing (APR Q23a & Q23b)	
	PSH: Minimum 90% people exit to other permanent housing (Q23a and Q23b PH Dest divide by Q5a5)	
Q.	Project Focuses on Chronic Homeless People (1 point)	1
-	TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b)	8 of 10=80%
R.	Project Focuses on Survivors of Domestic Violence (1 point)	0
	TH, SH, RRH, PSH: Minimum of 50% adult participants are survivors of domestic violence (APR Q14a)	3 of 7=30%
S.	Bed Utilization: Minimum 90% ( .25 point for for each PIT at 90%+ - Total 1 point)	0
		6, 60%, 70%, 60%
т.	HMIS Data Quality: Timeliness (1 point)	0
	90% of data entered within 0 to 6 days of project start date (APR Q6e)	86%
U.	De-obligation 10% or more of HUD funds (minus 1 point)	No Doobligation
v	Recent grant term 10% or more of the total HUD funds recaptured by HUD at grant term  Annual CoC Monitoring Score (minus 1 point)	No Deobligation  0
v.	Concerns and/or Finds not resolved within 30-days of monitoring results notification.	Pass
	concerns and, or times not resolved within 50-days of monitoring results notification.	F Ø 3 3

RENEWAL/EXPANSION THRESHOLD REQUIREMENTS	
Project Name: Completed graphets will be moved to the Viotagn of the list  Organization Name: Recovery to the Violence of the list	
Project Type:    If you would like a change if a chang	
Project Identifier:   which If the Department of the Identifier is an other test of a Project Identifier.	
HRESHOLD REQUIREMENTS	YES/NO
akeholders should NOT assume all requirements are fully addressed through this tool. CoC Program application requirements change periodically and annual NOFAs may provide more detailed guidance. The CoC collaborative	
plicant and project applicants should carefully review the annual NOFA criteria each year.	II Yes to all
UD THRESHOLD REQUIREMENTS	
Applicant has Active SAM registration with current information.	V
Applicant has Valid DUNS number in application,	
Applicant has no Outstanding Delinquent Federal Debts- It is HUD policy, consistent with the purposes and intent of 31 U.S.C. 37208 and 28 U.S.C. 3201(e), that applicants with outstanding delinquent federal debt will to eligible to receive an award of funds, unless:	
(a) A negotiated repayment schedule is established and the repayment schedule is not delinquent, or (b) Other arrangements satisfactory to HUD are made before the award of funds by HUD.	
Applicant has no Debarments and/or Suspensions - In accordance with 2 CFR 2424, no award of federal funds may be made to debarred or suspended applicants, or those proposed to be debarred or suspended from sing business with the Federal Government	V
Disclosed any violations of Federal criminal law - Applicants must disclose in a timely manner, in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR \$200,338, Remedies for noncompliance, including suspension or debarment. This mandatory disclosure equirement also applies to subrecipients of HUD funds who must disclose to the pass-through entity from which it receives HUD funds.	~
Submitted the required certifications as specified in the NOFA	V
Demonstrated the population to be served meets program eligibility requirements as described in the Act, and project application clearly establishes eligibility of project applicants. This includes any additional eligibility iteria for certain types of projects contained in the NDFA	/
Agreed to Participate in HMIS - Project applicants, except Collaborative Applicants that only receive awards for CoC planning costs and, if applicable, UFA Costs, must agree to participate in a local HMIS system owever, in accordance with Section 407 of the Act, any victim service provider that is a recipient or subrecipient must not disclose, for purposes of HMIS, any personally identifying information about any client. Victim providers must use a comparable database that complies with the federal HMIS data and technical standards. While not prohibited from using HMIS, legal services providers may use a comparable database that omplies with federal HMIS data and technical standards, if deemed necessary to protect attorney client privilege.	V
Met HUD Expectations - When considering renewal projects for award, HUD will review information in eLOCCS; Annual Performance Reports (APRs); and information provided from the local HUD CPD Field Office, luding monitoring reports and A-133 audit reports as applicable, and performance standards on prior grants; HUD will also assess renewal projects using the following performance standards in relation to the project's or grants:	
(a) Whether the project applicant's performance met the plans and goals established in the initial application, as amended;	V
(b) Whether the project applicant demonstrated all timeliness standards for grants being renewed, including those standards for the expenditure of grant funds that have been met;	
(c) The project applicant's performance in assisting program participants to achieve and maintain independent living and records of success, except HMIS-dedicated projects that are not required to meet this standard; and,  (d) Whether there is evidence that a project applicant has been unwilling to accept technical assistance, has a history of inadequate financial accounting practices, has indications of project mismanagement, has	V
a drastic reduction in the population served, has made program changes without prior HUD approval, or has lost a project site  Met HUD financial expectations – If a project applicant has previously received HUD grants, the organization must have demonstrated its ability to meet HUD's financial expectations  If any of the following have occurred, the project applicant would NOT meet this threshold criteria:	
(a) Outstanding obligation to HUD that is in arrears or for which a payment schedule has not been agreed upon;	
(b) Audit finding(s) for which a response is overdue or unsatisfactory;	
(c) History of inadequate financial management accounting practices;	
(d) Evidence of untimely expenditures on prior award;	
(e) History of other major capacity issues that have significantly affected the operation of the project and its performance;	
(f) History of not reimbursing subrecipients for eligible costs in a timely manner, or at least quarterly; and	
(g) History of serving ineligible program participants, expending funds on ineligible costs, or falling to expend funds within statutorily established timeframes.	
. Demonstrated Project is Consistent with Jurisdictional Consolidated Plan(s) - All projects must be consistent with the relevant jurisdictional Consolidated Plan(s). The CoC will be required to submit a Certification of nsistency with the Consolidated Plan at the time of application submission to HUD.	V
C THRESHOLD REQUIREMENTS	
For each requirement, select "Yes" if the project has provided reasonable assurances that the project will meet the requirement, has been given an exception by the CoC or will request a waiver from HUD. Otherwise solect "No"	
ordinated Entry Participation	1.1
using First and/or Low Barrier Implementation	
cumented, secured minimum match	
transfer and the second	
ject has reasonable costs per permanent housing exit, as defined locally	
ject is financially feasible	-
plicant is active CoC participant	
plication is complete and data are consistent	- V
ta quality at or above 90%	-
J/unit utilization rate at or above 90%	
ceptable organizational audit/financial review	V
ocumented organizational financial stability	1.7

	8				
		1%			
			œ.		

#### **CoC Program Project Rating and Ranking Tool** Performance-based Data Period 7/1/2018 to 6/30/2019 OR-506CoC Washington County, Oregon

Coc Project April Callers	Scorly Too! p.	HMS, Coordinates Fransion or New	Housing First Primaples	Homizes Underseinen	Racial Equity, Diversity and	Consolitated Plan A Roars	New D. Methods A. C. Meetings A.	Aches sa.	Fund Ullipsession of Debates	Financial A.	28 Match	Mew. 108s+ 1.	Reasonage Funding Comm.	New, p	New, S.,	Velw	Reduce , Repairs	Request	Increase.	Incepted Ameni Income	Server Income	horas	Poleci F.	Polen F. Promic Homelec.	Bet Ullis	1st kap. E	1st Year. C	r: Bed Utilization	Total Value Complex Times Press	Deopus	Am	Town College State	and Politis out of St Possie.	Fizir Aphicalin Request	PRO10 Agricultor Reson.	School P	r Particie	PANN ORDER
					N NARRA						CIAL CAP					_	-		_				ERFORM					_	1	_	_							
ier 1 = \$3,539,413 (94% ARD Calculated by HUD)		3 pts 3	pts 3 p	ts 3	pts 3 p	ots 1 p	t 1 pt	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	2 pts	4 pts	4 pts	4 pts	4 pts	3 pts	4 pts	1 pt	1 pt	1 pt	4 pts	4 pts	1 pt	1 pt	-1 p	t -1 p	t		20.712	ć 20.712			
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2019 CoC Planning																																	\$	112,586	\$ 101,085		n	n/a
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Prepared by the Washington County HSSN Workgroup on August 9, 2019

## Before Starting the Project Listings for the CoC Priority Listing

The FY 2019 CoC Consolidated Application requires TWO submissions. Both this Project Priority Listing AND the CoC Application MUST be submitted prior to the CoC Program Competition deadline as required by the FY 2019 CoC Program Competition NOFA.

The FY 2019 CoC Priority Listing includes the following:

- Reallocation forms must be completed if the CoC is reallocating eligible renewal projects to create new projects as described in the FY 2019 CoC Program Competition NOFA.
- New Project Listing lists all new project applications created through reallocation, the CoC Bonus, and DV Bonus that have been approved and ranked or rejected by the CoC.
- Renewal Project Listing lists all eligible renewal project applications that have been approved and ranked or rejected by the CoC.
- UFA Costs Project Listing applicable and only visible for Collaborative Applicants that were designated as a Unified Funding Agency (UFA) during the FY 2019 CoC Program Registration process. Only 1 UFA Costs project application is permitted and can only be submitted by the Collaborative Applicant.
- CoC Planning Project Listing Only 1 CoC planning project is permitted per CoC and can only be submitted by the Collaborative Applicant.
- YHDP Project Listing lists the eligible YHDP renewal project for the CoC that must be approved and ranked or rejected by the CoC.
- HUD-2991, Certification of Consistency with the Consolidated Plan Collaborative Applicants must attach an accurately completed, signed, and dated HUD-2991.

  Things to Remember:
- All new, renewal, and YHDP projects must be approved and ranked or rejected on the Project Listings.
- Collaborative Applicants are responsible for ensuring all project applications are accurately appearing on the Project Listings and there are no project applications missing from one or more Project Listings.
- If a project application(s) is rejected by the CoC, the Collaborative Applicant must notify the project applicant(s) no later than 15 days before the CoC Program Competition application deadline outside of e-snaps and include the reason for rejection.
- For each project application rejected by the CoC the Collaborative Applicant must select the reason for the rejection from the dropdown provided.
- If the Collaborative Applicant needs to amend a project application for any reason after ranking has been completed, the ranking of other projects will not be affected: however, the Collaborative Applicant MUST ensure the amended project is returned to the applicable Project Listing AND re-rank the project application BEFORE submitting the CoC Priority Listing to HUD in e-snaps.

Additional training resources are available online on the CoC Training page of the HUD Exchange at: https://www.hudexchange.info/resource/2916/project-priority-listing-cocconsolidated-application/

## 1A. Continuum of Care (CoC) Identification

#### Instructions:

For guidance on completing this form, please reference the FY 2019 CoC Priority Listing Detailed Instructions and FY 2019 CoC Priority Listing Navigational Guide on the HUD Exchange at https://www.hudexchange.info/programs/e-snaps/.

Submit technical question to the HUD Exchange Ask A Question (AAQ) at https://www.hudexchange.info/program-support/my-question/.

Collaborative Applicant Name: Washington County Department of Housing

Services

Applicant: Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC\_REG\_2019\_170685

## 2. Reallocation

## Instructions:

For guidance on completing this form, please reference the FY 2019 CoC Priority Listing Detailed Instructions and FY 2019 CoC Priority Listing Navigational Guide on the HUD Exchange at https://www.hudexchange.info/programs/e-snaps/. Submit technical question to the HUD Exchange Ask A Question (AAQ) at https://www.hudexchange.info/program-support/my-question/.

2-1. Is the CoC reallocating funds from one or Yes more eligible renewal grant(s) that will expire in calendar year 2020 into one or more new projects?

## 3. Reallocation - Grant(s) Eliminated

CoCs that are reallocating eligible renewal project funds to create a new project application – as detailed in the FY 2019 CoC Program Competition NOFA – may do so by eliminating one or more expiring eligible renewal projects. CoCs that are eliminating eligible renewal projects entirely must identify those projects on this form.

Amount Available for New Project: (Sum of All Eliminated Projects)							
\$297,426							
Eliminated Project Name	Grant Number Eliminated	Component Type	Annual Renewa I Amount	Type of Reallocation			
Safe Haven	OR0115L0E061810	SH	\$297,42 6	Regular			

## 3. Reallocation - Grant(s) Eliminated Details

#### Instructions:

For guidance on completing this form, please reference the FY 2019 CoC Priority Listing Detailed Instructions and FY 2019 CoC Priority Listing Navigational Guide on the HUD Exchange at https://www.hudexchange.info/programs/e-snaps/. Submit technical question to the HUD Exchange Ask A Question (AAQ) at https://www.hudexchange.info/program-support/my-question/.

\* 3-1. Complete each of the fields below for each eligible renewal grant that is being eliminated during the FY 2019 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2019 Grant Inventory Worksheet to ensure all information entered on this form is accurate.

Eliminated Project Name: Safe Haven

**Grant Number of Eliminated Project:** OR0115L0E061810

Eliminated Project Component Type: SH

Eliminated Project Annual Renewal Amount: \$297,426

3-2. Describe how the CoC determined that this project should be eliminated and include the date the project applicant was notified. (limit 750 characters)

The CoC Board convened on 8/9/2019 to review the CoC scoring of applications and make performance-based rank decisions based on HUD-threshold requirements, Application Narrative, Applicant and Subrecipient Financial Rating, and Performance Measurement Outcomes. The Safe Haven was the lowest scoring application with 28 of 52 points due to low bed utilization and poor outcomes in exits to PH and increased income. CoC Board approved reallocation of funds and the Project Applicant was notified in writing on 8/12/2019. No appeal was discussed or received from the project sponsor Luke-Dorf, Inc., subrecipient of the Safe Haven project.

## 4. Reallocation - Grant(s) Reduced

CoCs that are reallocating eligible renewal project funds to create a new project application – as detailed in the FY 2019 CoC Program Competition NOFA – may do so by reducing one or more expiring eligible renewal projects. CoCs that are reducing eligible renewal projects entirely must identify those projects on this form.

Amount Available for New Project (Sum of All Reduced Projects)							
Reduced Project Name	Reduced Grant Number	Annual Renewal Amount	Amount Retained	Amount available for new project	Reallocation Type		
This list contains no items							

## Continuum of Care (CoC) New Project Listing

#### Instructions:

Prior to starting the New Project Listing, Collaborative Applicants should carefully review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide, both of which are available at: https://www.hudexchange.info/resource/2916/project-priority-listing-cocconsolidated-application/

To upload all new project applications that have been submitted to this CoC Project Listing, click on the ""Update List"" button. This process may take a few minutes based upon the number of new projects submitted by project applicant(s) to your CoC in the e-snaps system. The Collaborative Applicant may update each of the Project Listings simultaneously. The Collaborative Applicant can wait for the Project Listings to be updated or can log out of e-snaps and come back later to view the updated list(s). To review a project on the New Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If there are errors identified by the Collaborative Applicant, the project can be amended back to the project applicant to make the necessary changes by clicking on the amend icon. The Collaborative Applicant has the sole responsibility for ensuring all amended projects are resubmitted, approved and ranked or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

Project Name	Date Submitte d	Comp Type	Applican t Name	Budget Amount	Grant Term	Rank	PH/Reall oc	PSH/RR H	Expansi on
Reentry Housing	2019-09- 07 12:08:	PH	Washingt on County	\$297,426	1 Year	2	Reallocati on	RRH	
Sojourner 's House	2019-09- 07 10:30:	PH	Washingt on County	\$196,706	1 Year	D7	DV Bonus	RRH	Yes
Shelter Plus Care	2019-09- 07 12:13:	PH	Washingt on County	\$187,643	1 Year	10	PH Bonus	PSH	Yes

## Continuum of Care (CoC) Renewal Project Listing

#### Instructions:

Prior to starting the New Project Listing, Collaborative Applicants should carefully review the "CoC Priority Listing Detailed Instructions" and the "CoC Project Listing Instructional Guide", both of which are available at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources.

To upload all renewal project applications that have been submitted to this Renewal Project Listing, click on the "Update List" button. This process may take a few minutes based upon the number of renewal projects that need to be located in the e-snaps system. The Collaborative Applicant may update each of the Project Listings simultaneously. The Collaborative Applicant can wait for the Project Listings to be updated or can log out of e-snaps and come back later to view the updated list(s). To review a project on the Renewal Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If there are errors identified by the Collaborative Applicant, the project can be amended back to the project applicant to make the necessary changes by clicking on the amend icon. The Collaborative Applicant has the sole responsibility for ensuring all amended projects are resubmitted and appear on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

The Collaborative Applicant certifies that	X
there is a demonstrated	
need for all renewal permanent supportive	
housing and rapid	
re-housing projects listed on the Renewal	
Project Listing.	

The Collaborative Applicant does not have	
any renewal permanent supportive housing or rapid re-housing renewal projects.	

Project Name	Date Submitt ed	Grant Term	Applica nt Name	Budget Amount	Rank	PSH/RR H	Comp Type	Consoli dation Type	Expansion Type
CoC Rapid Re- Hous	2019-08- 28 17:17:	1 Year	Washingt on County	\$481,388	5	RRH	PH		
Transitio nal Livi	2019-08- 28 17:35:	1 Year	Washingt on County	\$121,741	4		TH		
Homeles s Manage me	2019-08- 28 17:41:	1 Year	Washingt on County	\$39,742	1		HMIS		

Project Priority List FY2019 Page 8 09/09/2019
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Applicant: Washington County Department of Housing Services CoC

Project: OR-506 CoC Registration FY2019

OR-506 CoC COC\_REG\_2019\_170685

Housing Stabiliza.	2019-08- 28 17:49:	1 Year	Washingt on County	\$31,618	3	RRH	PH	
Hillsboro Graduat	2019-08- 30 17:43:	1 Year	Washingt on County	\$100,081	8	PSH	PH	
Sojourne r's House	2019-09- 06 16:55:	1 Year	Washingt on County	\$195,443	E6	RRH	PH	Stand-Alone Renewal Expa
Shelter Plus Care	2019-09- 07 10:49:	1 Year	Washingt on County	\$2,673,0 62	NA	PSH	PH	Combined Renewal Expansion
Shelter Plus Care	2019-09- 07 10:45:	1 Year	Washingt on County	\$2,485,4 19	E9	PSH	PH	Stand-Alone Renewal Expa
Sojourne r's House	2019-09- 07 10:29:	1 Year	Washingt on County	\$392,149	NA	RRH	PH	Combined Renewal Expansion
Safe Haven	2019-09- 07 14:13:	1 Year	Washingt on County	\$297,426	Х		SH	

## Continuum of Care (CoC) Planning Project Listing

#### Instructions:

Prior to starting the CoC Planning Project Listing, Collaborative Applicants should carefully review the "CoC Priority Listing Detailed Instructions" and the "CoC Project Listing Instructional Guide," both of which are available at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources.

To upload the CoC planning project application that has been submitted to this CoC Planning Project Listing, click on the "Update List" button. This process may take a few minutes as the project will need to be located in the e-snaps system. The Collaborative Applicant may update each of the Project Listings simultaneously. The Collaborative Applicant can wait for the Project Listings to be updated or can log out of e-snaps and come back later to view the updated list(s). To review the CoC Planning Project Listing, click on the magnifying glass next to view the project details. To view the actual project application, click on the orange folder. If there are errors identified by the Collaborative Applicant, the project can be amended back to the project applicant to make the necessary changes by clicking on the amend icon.

Only one CoC Planning project application can be submitted by a Collaborative Applicant and must match the Collaborative Applicant information on the CoC Applicant Profile. Any additional CoC Planning project applications must be rejected.

Project Name	Date Submitted	Grant Term	Applicant Name	Budget Amount	Comp Type
OR-506 CoC Planni	2019-08-27 10:47:	1 Year	Washington County	\$112,586	CoC Planning Proj

# Continuum of Care (CoC) YHDP Renewal Project Listing

#### Instructions:

Prior to starting the New Project Listing, Collaborative Applicants should carefully review the CoC Priority Listing Detailed Instructions and CoC Priority Listing Navigational Guide, both of which are available at: https://www.hudexchange.info/resource/2916/project-priority-listing-cocconsolidated-application/

To upload all new project applications that have been submitted to this CoC Project Listing, click on the ""Update List"" button. This process may take a few minutes based upon the number of new projects submitted by project applicant(s) to your CoC in the e-snaps system. The Collaborative Applicant may update each of the Project Listings simultaneously. The Collaborative Applicant can wait for the Project Listings to be updated or can log out of e-snaps and come back later to view the updated list(s). To review a project on the New Project Listing, click on the magnifying glass next to each project to view project details. To view the actual project application, click on the orange folder. If there are errors identified by the Collaborative Applicant, the project can be amended back to the project applicant to make the necessary changes by clicking on the amend icon. The Collaborative Applicant has the sole responsibility for ensuring all amended projects are resubmitted, approved and ranked or rejected on this project listing BEFORE submitting the CoC Priority Listing in e-snaps.

Project Name	Date Submitted	Applicant Name	Budget Amount	Comp Type	Grant Term	Rank	PSH/RRH	
This list contains no items								

## **Funding Summary**

#### Instructions

For additional information, carefully review the "CoC Priority Listing Detailed Instructions" and the "CoC Priority Listing Instructional Guide", both of which are available at: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources.

This page contains the total budget summaries for each of the project listings for which the Collaborative Applicant approved and ranked or rejected project applications. The Collaborative Applicant must review this page to ensure the totals for each of the categories is accurate. The "Total CoC Request" indicates the total funding request amount the Collaborative Applicant will submit to HUD for funding consideration. As stated previously, only 1 UFA Cost project application (for UFA designated Collaborative Applicants only) and only 1 CoC Planning project application can be submitted and only the Collaborative Applicant designated by the CoC is eligible to request these funds.

Title	Total Amount
Renewal Amount	\$3,455,432
Consolidated Amount	\$0
New Amount	\$681,775
CoC Planning Amount	\$112,586
YHDP Renewal	\$0
Rejected Amount	\$297,426
TOTAL CoC REQUEST	\$4,249,793

## **Attachments**

Document Type	Required?	Document Description	Date Attached
Certification of Consistency with the Consolidated Plan	Yes	Certification of	09/09/2019
FY 2017 Rank (from Project Listing)	No	FY2019 Priority L	09/07/2019
Other	No		
Other	No		

**Project:** OR-506 CoC Registration FY2019

## **Attachment Details**

**Document Description:** Certification of Consistency with the Consolidated Plan OR-506 CoC

## **Attachment Details**

**Document Description:** FY2019 Priority List Project Ranking

## **Attachment Details**

**Document Description:** 

## **Attachment Details**

**Document Description:** 

## **Submission Summary**

WARNING: The FY2017 CoC Consolidated Application requires 2 submissions. Both this Project Priority Listing AND the CoC Consolidated Application MUST be submitted.

WARNING: The FY2017 CoC Consolidated Application requires 2 submissions. Both this Project Priority Listing AND the CoC Consolidated Application MUST be submitted.

Page	Last Updated		
Before Starting	No Input Required		
1A. Identification	08/30/2019		
2. Reallocation	08/30/2019		
3. Grant(s) Eliminated	09/09/2019		
4. Grant(s) Reduced	No Input Required		
5A. CoC New Project Listing	09/07/2019		
5B. CoC Renewal Project Listing	09/09/2019		
5D. CoC Planning Project Listing	08/30/2019		
5E. YHDP Renewal Project Listing	No Input Required		
Funding Summary	No Input Required		

Project Priority List FY2019	Page 15	09/09/2019
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**Attachments** 09/09/2019

Submission Summary No Input Required

## Certification of Consistency with the Consolidated Plan

## U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Con

(Type or clearly print the following information:)

Applicant Name:

Washington County Department of Housing Services

Project Name:

See attached FY2019 CoC Program Project List

Name of the Federal Program to which the applicant is applying:

Location of the Project:

FY2019 CoC Program Homeless Assistance, CFDA # 14.267

OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon

Name of Certifying Jurisdiction:

Washington County, Oregon

Certifying Official of the Jurisdiction

Name: J

Jennie Proctor

Title:

Program Manager, Washington County Office of Community Development

Signature:

Date:

## FY2019 NOFA: CoC PROGRAM HOMELESS ASSISTANCE

**Funding Opportunity No. FR-6300-N-25 CFDA No. 14.267**Grant Inventory Worksheet (GIW) Annual Renewal Demand: \$3,752,858

# FY2019 CoC PROGRAM PROJECT PRIORITY LIST

OR-506CoC Hillsboro/Beaverton/Washington County, Oregon

PROJECT LIST				
Rank	Project Priority	Project Sponsor	<b>HUD Request</b>	Grant Term
1	Homeless Management Information System (HMIS) Funding: .5 FTE System Administrator position	Washington County Department of Housing Services	\$39,742	1 Year Renewal 4/1/20-3/31/21
2	Reentry Housing, 20 units Target Pop: Homeless Singles Funding: Rent Assistance, Services, Administration	Luke-Dorf, Inc.	\$297,426	1 Year NEW
3	Housing Stabilization Program, 12 units Target Pop: Rapid Re-housing for Families Funding: Services, Administration	Good Neighbor Center	\$31,618	1 Year Renewal 9/1/20 – 8/31/21
4	Transitional Living Program, 6 units Target Pop: Youth ages 18 to 24 years, Singles and Parenting Teens Funding: Leasing, Operations, Services, Administration	Boys & Girls Aid	\$121,741	1 Year Renewal 7/1/20 – 6/30/21
5	CoC Rapid Re-Housing Families, 30 unit Target Pop: Rapid Re-housing for Families Funding: Rent Assistance, Services, Administration	Community Action	\$481,388	1 Year Renewal 9/1/20 – 8/31/21
6	Sojourner's House, 10 units Target Pop: Domestic Violence Funding: Rent Assistance, Services, Administration	Domestic Violence Resource Center	\$195,443	1 Year Renewal 7/1/20-6/30/21
7	Sojourner's House Expansion, 10 units Target Pop: Domestic Violence Funding: Rent Assistance, Services, Administration	Domestic Violence Resource Center	\$196,706	1 Year NEW
8	Hillsboro Graduated Independent Living Program (HGILP), 7 units Target Pop: Chronic Homeless Singles Funding: Services, Administration	Luke-Dorf, Inc.	\$100,081	1 Year Renewal 11/1/20 – 10/31/21
9	Shelter Plus Care Renewal, 170 units Target Pop: Chronic Homeless Singles and Families with Children Funding: Rent Assistance, Administration	Washington County Department of Housing Services	\$2,075,268 (Tier 1 & 2 Straddle Total: \$2,485,419)	1 Year Renewal 9/1/20 – 8/31/21
	TIER 1 CoC PROGRAM	FUNDING REQUEST:		
9	Shelter Plus Care Renewal, 170 units Target Pop: Chronic Homeless Singles and Families with Children Funding: Rent Assistance, Administration	Washington County Department of Housing Services	\$410,151 (Tier 1 & 2 Straddle Total: \$2,485,419)	1 Year Renewal 9/1/20 – 8/31/21
10	Shelter Plus Care Chronic Expansion, 12 units Target Pop: Chronic Homeless Singles and Families with Children Funding: Rent Assistance, Administration	Washington County Department of Housing Services	\$187,643	1 Year NEW
	TIER 2 CoC PROGRAM	FUNDING REQUEST:	\$597,794	
	OR-506 CoC Planning Application FY2019 Funding: .8 FTE Program Manager and .02 FTE Program Specialist positions	Washington County Department of Housing Services	\$112,586	1-Year NEW

TOTAL FY2019 CoC PROGRAM APPLICATION: \$4,249,793

### **Annette Evans**

**From:** Annette Evans

Sent: Saturday, September 7, 2019 11:58 AM

**Subject:** HSSN\_Public Notice of FY2019 CoC Consolidated Application Available

To: HSSN (OR506-CoC Hillsboro/Beaverton/Washington County, Oregon)

### **PUBLIC NOTICE**

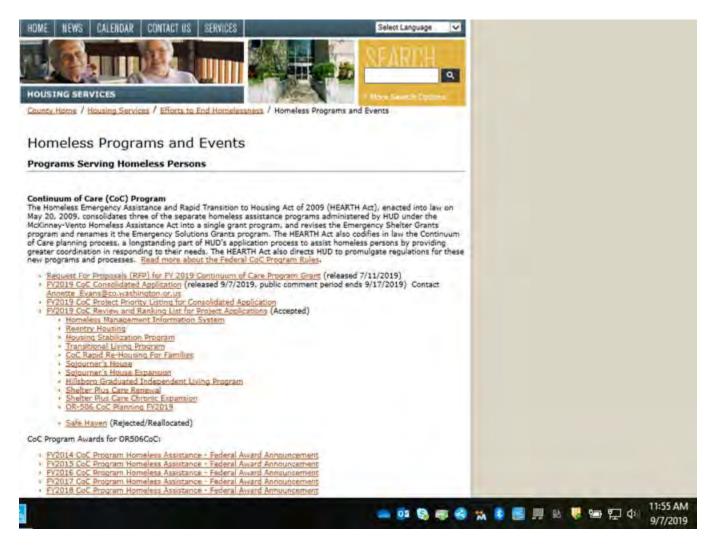
The final draft FY2019 CoC Consolidated Application and Project Priority Listing is available for public review, with <u>public</u> comment period ending at 5 p.m. on Tuesday, September 17, 2019.

As discussed at the HSSN meeting on September 4, 2019, the FY2019 CoC Consolidated Application is requesting \$4,249,793 to fund 11 projects. The webpage (pictured below) provides an overview of the CoC Consolidated Application available online at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm</a>

To view specific sections of the CoC Consolidated Application and CoC Project Priority Listing, please click on the links below.

- FY2019 CoC Consolidated Application.
   https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-CoC-Consolidated-Application-OR506-CoC.pdf
- FY2019 CoC Project Priority Listing.
   https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-OR-506-CoC-Priority-Listing\_All-Projects-2.pdf
  - Project Rating Score Results And Ranking

    (Accept/Reject). <a href="https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-SUMMARY-OF-PROJECT-RATING-AND-RANKING-TOOL-OR506CoC.pdf">https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-SUMMARY-OF-PROJECT-RATING-AND-RANKING-TOOL-OR506CoC.pdf</a>
    Note: Project applications are posted and available for review below the CoC Review and Ranking List for Project Applications. Please click on the individual project title to access the project application. Note: The CoC rejected one project application Safe Haven with funds reallocated to a new Reentry Housing program.



Thank you for your continued support to our vulnerable populations and commitment to ending homelessness in Washington County.

# Annette M. Evans

Homeless Program Manager

Chair, Housing and Supportive Services Network (HSSN)

Federal Continuum of Care (CoC) # OR-506CoC

Washington County Department of Housing Services

111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

Phone: 503-846-4760, Pax: 503-846-4795

A Road Home: Our vision to prevent and end homelessness based on performance based decisions.

Track our performance in ending homelessness online at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/system-performance.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/system-performance.cfm</a>

To help ensure equal access to Washington County Department of Housing Services programs, we will provide translation, reasonably modify policies or procedures and provide auxiliary aids/services/alternative formats to persons with disabilities. For TTY relay dial 711 or 1-800-735-1232. Para traducción en español marque 1-800-735-3896.

### **Annette Evans**

**From:** Annette Evans

**Sent:** Friday, September 20, 2019 3:29 PM

**Subject:** HSSN\_Public Notice of CoC approved FY2019 CoC Consolidated Application

To: HSSN (OR506-CoC Hillsboro/Beaverton/Washington County, Oregon)

### **PUBLIC NOTICE**

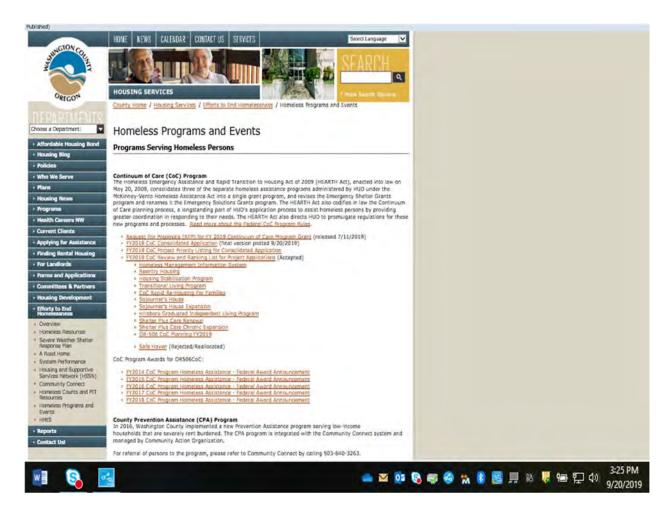
The CoC has approved the final version of the FY2019 CoC Consolidated Application and Project Priority Listing following a 10-day public comment period that resulted in minor grammar edits and zero content or data changes. The final application is uploaded to the website and includes the Consolidated Application with all attachments, CoC Priority Listing with reallocation forms, a copy of all project applications the CoC accepted and ranked or rejected, and a copy of the project application scores. To view the application and associated documents, please visit online at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm</a>

### **THANK YOU**

In closing, I would like to thank the CoC partner agencies that provided data, content and support in preparing this application. Through this application process and in conjunction with developing the annual A Road Home work plan, the CoC has identified opportunities to improve our system outcomes and will work on these efforts through the HSSN subcommittees. Your participation in these subcommittees is greatly appreciated as we come together to create a system whereby homelessness for all persons will be brief, rare and non-recurring.

### **SAVE THE DATE**

The next monthly meeting of the HSSN (CoC) is October 2, 2019, at 8:30 a.m. All are welcome to attend. To view the agenda visit online at https://www.co.washington.or.us/Housing/EndHomelessness/hssn-agendas-and-minutes.cfm



### Warm Regards,

Annette M. Evans

Homeless Program Manager

Chair, Housing and Supportive Services Network (HSSN)

Federal Continuum of Care (CoC) # OR-506CoC

Washington County Department of Housing Services

111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082

**Phone:** 503-846-4760, **Fax:** 503-846-4795

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From: Annette Evans < Annette Evans@co.washington.or.us >

Sent: Saturday, September 7, 2019 11:58 AM

Subject: HSSN Public Notice of FY2019 CoC Consolidated Application Available

To: HSSN (OR506-CoC Hillsboro/Beaverton/Washington County, Oregon)

### **PUBLIC NOTICE**

The final draft FY2019 CoC Consolidated Application and Project Priority Listing is available for public review, with <u>public</u> comment period ending at 5 p.m. on Tuesday, September 17, 2019.

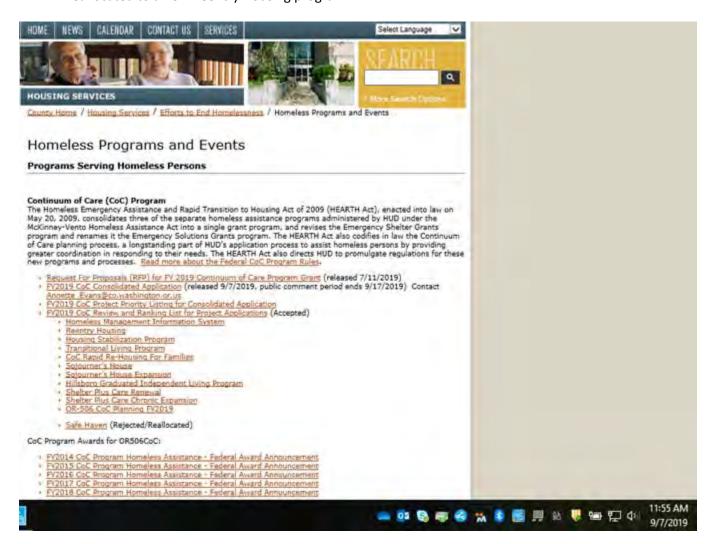
As discussed at the HSSN meeting on September 4, 2019, the FY2019 CoC Consolidated Application is requesting \$4,249,793 to fund 11 projects. The webpage (pictured below) provides an overview of the CoC Consolidated

Application available online at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm</a>

To view specific sections of the CoC Consolidated Application and CoC Project Priority Listing, please click on the links below

- FY2019 CoC Consolidated Application.

  https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-CoC-Consolidated-Application-OR506-CoC.pdf
- FY2019 CoC Project Priority Listing.
   https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-OR-506-CoC-Priority-Listing\_All-Projects-2.pdf
- Project Rating Score Results And Ranking
   (Accept/Reject). <a href="https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-SUMMARY-OF-PROJECT-RATING-AND-RANKING-TOOL-OR506CoC.pdf">https://www.co.washington.or.us/Housing/EndHomelessness/upload/FY2019-SUMMARY-OF-PROJECT-RATING-AND-RANKING-TOOL-OR506CoC.pdf</a> Note: Project applications are posted and available for review below the CoC Review and Ranking List for Project Applications. Please click on the individual project title to access the project application. Note: The CoC rejected one project application Safe Haven with funds reallocated to a new Reentry Housing program.



Thank you for your continued support to our vulnerable populations and commitment to ending homelessness in Washington County.

# Annette M. Evans

Homeless Program Manager
Chair, Housing and Supportive Services Network (HSSN)
Federal Continuum of Care (CoC) # OR-506CoC
Washington County Department of Housing Services
111 NE Lincoln Street, Suite 200-L, MS-63, Hillsboro, OR 97124-3082
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### AMENDMENT TO STATE OF OREGON PERSONAL/PROFESSIONAL SERVICES CONTRACT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to <a href="mailto:dhs-oha.publicationrequest@state.or.us">dhs-oha.publicationrequest@state.or.us</a> or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 2 to Contract Number 149592 between the State of Oregon, acting by and through its Department of Human Services, Office of Vocational Rehabilitation (VR), hereinafter referred to as "DHS," and

Lifeworks NW d.b.a. Lifeworks NW 10700 SW Beaverton-Hillsdale Highway, Building 1, Suite 011 Beaverton, OR 97005

> Attention: Miho Shimba Telephone: 503-641-1475 Facsimile: 503-641-8548 Email: mihos@lifeworksnw.org

### hereinafter referred to as "Contractor."

- This amendment shall become effective on the date this amendment has been fully
  executed by every party and, when required, approved by Department of Administrative
  Services and Department of Justice.
- The Contract is hereby amended as follows.
  - a. Section 1. "Effective Date and Duration", to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>.
    - 1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice or on October 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on September 30, 2018 September 30, 2020. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

- b. Section 3., "Consideration.", Subsection a. only to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$30.

    S1.

    DHS will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- c. Exhibit A, Part 1, "Statement of Work", Section 2., "Definitions",
  Subsections f., "Job Retention" and h., "Participant," to read as follows:
  language to be deleted or replaced is struck through; new language is underlined and bold.
  - f. Job Retention means an array of individualized services provided by the Contractor while working with the Participant and employer to discern issues, problems and solutions on the job to ensure Participants employment success. It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain employment. This will be based on Participant's preference of disclosure. Retention has been successfully achieved when the participant has reached 90 days of successful employment and job stability, as defined by VR, has been achieved, whichever comes later. Job retention is not job coaching. See definition for job coaching.
  - h. Participant means a DHS client or consumer, that is has been determined eligible for VR services, and who is in need of, and can benefit from, rehabilitation services to assist in achieving an employment outcome. This does not include students that have only been determined potentially eligible for Pre-Employment Transition Services (Pre-ETS).
- d. Exhibit A, Part 1, "Statement of Work", Section 4 "Performance Work Statement", Subsection b., "Job Placement Referrals", Paragraph (1)," to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - (1) The VRC will utilize the standardized Job Placement Referral form and send the completed referral form via email, fax or USPS to the Contractor. The referral will include the Participant's vocational goal, amount of work hours per week desired by the Participant, disability barriers; predetermined Job Placement track, all other required Services available under this Contract and additional elements necessary for Contractor to make an informed decision whether to accept or deny the Referral.

- Prior to the referral meeting described in subsection 3) the

  Participant is allowed, when available, a brief unpaid interview
  or informative material for Contractors in order for the
  participant to make an informed choice regarding who they
  would like to be referred to. These may include short unpaid
  meet and greet sessions, Contractor resumes or brochures,
  video resumes, and other materials which may assist the
  Participant's informed choice.
- (b) The referral payment is a one-time fee per Contractor, for each Participant as stated in Exhibit A, Part 2, "Payment and Financial Reporting", Section 2.
- e. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection b., "Job Replacement Referrals", Paragraph (5), "Participant Portfolio (Portfolio)," to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - (5) Participant Portfolio (Portfolio)

The Portfolio will only be utilized at the request of the VRC through the Job Placement referral form at the time of referral for Job Placement services, or through an Authorization for Purchase (AFP) if requested for participants that do not need Job Placement services, but require assistance with resume building, interview skills and application completion. The Portfolio may not be necessary for all Participants or Job Placement Tracks. Completed Portfolio's must be submitted prior to or along with the first monthly Job Placement review report, or within 30 days of AFP acceptance for Participants not referred to Job Placement Services. The Portfolio will be individualized for each Participant and will include elements as requested by VRC in the referral form and during the Job Placement Strategy Meeting, or as listed in the AFP for participants not referred to Job Placement Services. Examples of elements that may be requested include a resume, master on-line application in print, video profile, profile page, mock interview skill building and other job preparation activities deemed necessary by the VRC to reach a successful outcome.

### Portfolio Acceptance or Rejection

- (a) Accepted: VRC determines that Portfolio includes all required elements and is of acceptable quality. Contractor may submit invoice requesting payment upon acceptance.
- (b) Rejected: The VRC will reject the Portfolio if it does not include all required elements and is not acceptable quality. VRC will give Contractor an additional 15 days to revise the Portfolio to include all required elements and resubmit for VRC approval.
- (c) Participant Portfolio will not be provided in situations where Participant is receiving or has received Job Search Assistance.

# Job Search Assistance shall not be provided when a Participant Portfolio was received.

- f. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection e., "Job Placement," Paragraph (1) is hereby amended to add new Subsections (e) and (f) to address multiple Job Placements to meet Participant Job hour goals, to read as follows:
  - (e) Job Placement in conjunction with Track 2 and Track 3 may require a Participant to use more than one Job Placement in order for them to meet their required work hours as stated in their written Strategy Report described in Section 4 d. This requirement will allow for a special provision to be performed.
  - (f) This special provision for Job Placement Track 2 and Track 3 service levels, as authorized by the Participant and VRC, allows for multiple Job Placements to be paid using incremental steps of the standard Job Placement payment levels found in Exhibit A Part 2 Payment and Financial Reporting Section 1) "Achieved Milestone Payments." Payment will be issued incrementally with 50% of the total payment paid for the first Job placement and 50% paid after the placement that reaches the total number of hours agreed upon in the client's Strategy Report. An additional 50% payment will be made, only as authorized by VRC, to replace a lost job to achieve the total number of agreed upon hours and reach job retention. Placement payment will be issued by VR, as authorized by VRC, after Participant has been on the job for 3 days and contractor has submitted required documentation.
- g. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection f., "Job Retention" is deleted in its entirety and restated with the following:
  - f. Job Retention
    - (1) Contractor shall submit a Retention Verification Form and invoice to the VRC if the following expectations have been met:
      - (a) VRC, Participant, Contractor and employer agree that 90 days of successful employment and Job Stability has been achieved.
      - (b) Necessary long-term supports have been established for track 2 & 3.
      - (c) Job matches vocational plan goal and work hours requested on the Referral Form.
    - (2) Retention Acceptance or Rejection
      - (a) Acceptance
        - i. Contractor has submitted monthly communications to VRC regarding Participants performance,

employer's expectations and any performance evaluations during the Job Retention period. The report will be submitted in the format approved by VRC.

- ii. VRC accepts retention and signs Retention Verification Form. VRC pays invoice
- (b) Rejection. All elements of successful retention have not been met and invoice is not paid.
- h. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement" is hereby amended to add a new Subsection g. "Job Search Assistance" and re-letter "Additional Services as h. as follows: language to be deleted or replaced is struck through; new language is underlined and bold.

### g. Job Search Assistance

Is a direct service authorized by the VRC and provided in place of Job Placement when the Participant will need limited job search assistance to initiate or help facilitate the Participant's use of community resources in their independent job search.

- (1) Job search assistance is a short-term service provided to Participants who are not receiving Job Placement, nor anticipate receiving Job Placement.
- Job search assistance may include interview assistance (reducing anxiety), interview debrief, introduction to local Workforce and community partners and career development activities, training on and selection of appropriate interview and/or work clothing, selection of appropriate equipment needed for employment (ex: commercial grade tools), support in arranging possible accommodation needs or equipment for interviews, travel planning to attend a scheduled interview, online applications, and video resume.
- (2) Job search assistance is expected to last no more than 10 hours.

  Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager Approval.
- (3) Contractor shall develop and deliver to the VRC a written plan utilizing the standard Job Search Assistance Plan within the first two weeks of providing job search assistance. The plan will be individualized for the Participant's particular job search assistance needs and will include an analysis and breakdown of tasks necessary for job search assistance, how these services will be provided to match the Participant's individual learning styles, tools and accommodations needed for Participant's efficiency during job search.
- (4) Contractor will provide an in-depth monthly report utilizing

- the standard Monthly Job Search Assistance Report that demonstrates successes and challenges with all strategies identified in the Job Search Assistance Plan.
- (5) Job search assistance rate will be negotiated between the Contractor and the VRC and will be based on fair market value of the service(s).
- (6) Portfolio will not be provided if "Job Search Assistance" is provided. Portfolios are intended for all other Job Placement Services not Job Search Assistance.

### g. h. Additional Services

- i. Exhibit A, Part 1. "Statement of Work", Section 4., "Performance Work Statement", Subsection h., "Additional Services", Paragraph (2) is hereby amended by adding new Subparagraphs (i), (j), and (k), to read as follows:
  - (i) If the Participant completes less than 20 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. Contractor shall submit the completed CBWA report form with invoice.
  - (j) CBWA's are tools designed to evaluate the Participant's needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.
  - (k) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and Contractor will determine the extent of support needs for Participant and number of hours appropriate for Participant's support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Job Coaching will be justified according to the support needs of the Participant. Job Coaching will not be paid for in addition to the CBWA's flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional job coaching services.
- j. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection h., "Additional Services", Paragraph (3), "Direct Job Placement", Subparagraph (d) is deleted in its entirety and restated with the following:
  - (d) Direct Job Placement Strategy Report fee will be paid upon delivery and acceptance of Direct Job Placement Strategy Report. Placement fee will be

paid upon delivery of invoice by the Contractor. Retention fee will be paid upon delivery of the Direct Placement Retention form and invoice by the Contractor. Payment expectations are as follows:

- i. Strategy Report fee will be paid after 3 days of successful employment."
- ii. Direct Placement fee will be paid after 30 days of successful employment.
- iii. Retention fee will be paid after 90 days of successful employment.
- k. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection h., "Additional Services", Paragraph (4), "Job Coaching" to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - (4) Job Coaching: Direct services authorized by the VRC and provided on the for the job to teach the participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer.
- Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection h., "Additional Services", Paragraph (5) "On the Job Training (OJT) Set Up" is hereby deleted in its entirety and reserved for future use.
  - (5) (Reserved) On The Job Training (OJT) Set Up: OJT is a time specific training in specific job skills by a hiring employer, which is completed as a wage reimbursement to the employer to compensate for additional training required for the participant to meet all skills requirements of the job.
    - (a) Set up of an OJT site by the Contractor will be completed at the request of the VRC.
    - (b) OJT will be initiated upon employers' agreement to hire a Participant.
    - (e) OJT is expected to last no longer than three (3) months.
    - (d) VRC and Contractor will utilize the standard OJT agreement form.
- m. Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection h., "Additional Services", Paragraph (6), "Targeted Vocational Assessment (TVA) to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold:
  - (6) Targeted Vocational Assessment (TVA) is completed in relation to a specific vocational goal and looks at skills and tasks necessary for success in the desired employment fields.
    - (a) TVA will only be provided by Contractor at the request of the VRC upon receipt of a TVA Referral form. TVAs may be provided

- to Participants that have completed Discovery through the ODDS program.
- (b) Contractor shall meet with the VRC and Participant to discuss the required outcome of the TVA, determine what information will be obtained through the TVA and identify the Participants specific vocational goal to ensure an appropriate TVA site is chosen by the Contractor.
- (c) Utilizing information obtained at the meeting, Contractor shall develop a written plan describing how the TVA will be performed and monitored utilizing the standard TVA report form.

The plan will clearly describe the desired outcome and how that outcome will be achieved. Contractor will deliver the plan to the VRC within 10 business days after the meeting.

- i. If VRC accepts the plan then Contractor will proceed with the TVA.
- ii. If plan does not adequately describe how outcomes will be achieved then VRC will give Contractor the opportunity to revise the plan and resubmit to the VRC for approval.
- (d) TVA's will occur only at integrated employment sites individually developed to match the Participants' specific vocational goal as outlined in the agreed upon monitoring plan. TVA's will not be completed at a business owned or operated by the Contractor.
- (e) TVA's are expected to last a maximum of 8 hours. be 6 to 12 hours. There will be a half payment for VRC approved Participant initiated cancellations."
- (f) A maximum of three TVA's will be approved by the VRC per Participant case and each must assess a different question or vocational goal. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager approval.
- (g) Upon completion of the TVA Contractor shall submit a comprehensive report completing the standard TVA report form.
- (h) VRC, Participant and Contractor will conduct a post meeting to review the TVA results.
- (i) TVA's are tools designed to evaluate the Participant's needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.
- (j) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site

without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and Contractor will determine the extent of support needs for Participant and number of hours appropriate for Participant's support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Coaching will be justified according to support needs of the Participant. Coaching will not be paid for in addition to the TVA's flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional coaching services.

- (k) If the Participant completes less than 6 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. Contractor shall submit the completed TVA report form with invoice.
- n. Exhibit A, Part 1, "Statement of Work", Section 5., "Qualifications",
  Subsection b., "Job Placement Services", Paragraph (1), "For Job Placement
  Track 1", subparagraph (a)i. to read as follows: language to be deleted or
  replaced is struck through; new language is underlined and bold:
  - i. DHS Vocational Rehabilitation (VR) Employment Outcomes
    Professionals II Training (EOPII) or DHS approved EOPII Equivalent
    Training Job Developer Orientation Training (JDOT) or VR approved
    Job Developer Training Equivalent; Mental Health Individual
    Placement and Support (IPS) approval; Association of People Supporting
    Employment first (APSE) training, Association of Community
    Rehabilitation Educators (ACRE) training, or Certified Employment
    Support Professional (CESP) certification; or a Department approved
    competency-based employment training; or
- o. Exhibit A, Part 1, "Statement of Work", Section 5., "Qualifications", Subsection b., "Job Placement Services", Paragraph (1), "For Job Placement Track 1", Subparagraph (b)i. to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>:
  - DHS VR EOPH or DHS approved EOPH Equivalent Training Job
     Developer Orientation Training (JDOT) or VR approved Job
     Developer Training Equivalent within 12 months of contract execution or start of employment under the contract, and;

- p. Exhibit A, Part 1, "Statement of Work", Section 5., "Qualifications", Subsection b., "Job Placement Services", Paragraph (2), "For Job Placement Tracks 2 & 3", Subparagraph (c) to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold:
  - (c) In accordance with ORS 409.050, DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030(4)(e) to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers.
- q. Exhibit A, Part 1, "Statement of Work", Section 5, "Qualifications", Subsection c., "Job Coaching Services", Paragraph (1), subparagraph (b) to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold:
  - (b) DHS VR EOPH or DHS approved EOPH Equivalent Training Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent; or;
- r. Exhibit A, Part 1, "Statement of Work", Section 5., "Qualifications",
  Subsection c., "Job Coaching Services", Paragraph (6) to read as follows:
  language to be deleted or replaced is struck through; new language is underlined and bold:
  - (6) In accordance with ORS 409.050 DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030(3)(b)(B) to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers. Requirements are as follows:
- s. Exhibit A, Part 1, "Statement of Work", Section 6., "Additional Requirements" to add a new subsection g. to read as follows:
  - g. Contractor shall use secured emails when sending confidential information to ensure the information is protected, following the Agency approved email encryption process approved by the DHS OIS department. This is a mandatory requirement to safeguard all protected class information for any Agency Participant.
- t. Exhibit A, Part 2, "Payment and Financial Reporting", Section 1., "Payment Provisions.", Subsection a. to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>:
  - a. Payments will only be generated through the use of an Authorization For Purchase (AFP). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. The Contractor shall submit a copy of the AFP along with the invoice when requesting payment. Contractor shall submit invoice no later than 30 days after the rendering of the currently authorized services.

- u. Exhibit A, Part 2, "Payment and Financial Reporting", Section 1., "Payment Provisions.", Subsection c., Paragraph (2), "Additional Service Payments" to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold:
  - (2) Additional Service Payments:

Costs associated with providing Services (doing business) under this Contract are the responsibility of the Contractor. Achieved Milestones and payments made for additional services by DHS are the only payments that will be made for Job Placement Services.

Job Placement Services – Additional Services	Payment Amount	
Direct Placement <u>Fee</u>	Placement Fce = \$2,6 \$1,5(	
	Retention Fee \$1,5	
Direct Placement Strategy Report Fee	Report Flat Fee=\$50	
Job Coaching	\$4 per hour	
On the Job Training Set Up Reserved	Flat Fee = \$7! -Reserved	
Community Based Work Assessment	Flat Fee = \$1,1 / )	
Targeted Vocational Assessment	Flat Fee = \$30 -\$40	
Trial Work Experience	Flat Fee = \$1, 10	
Career Exploration	To Be Negotiated	
Job Search Assistance	To Be Negotiated	

- v. Exhibit A, Part 3, "Special Provisions", Section 7., "Nondiscrimination" to read as follows: language to be deleted or replaced is struck through; new language is <u>underlined and bold</u>:
  - 7. Nondiscrimination.
    - <u>a.</u> The Contractor must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
    - b. Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS

      279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during

### the entire Contract term.

- w. Exhibit B, "Standard Terms and Conditions", Section 10., "Default; Remedies; Termination.", Subsection a. only to read as follows: language to be deleted or replaced is struck through; new language is underlined and bold.
  - a. Default by Contractor. Contractor shall be in default under this Contract if:
    - (1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
    - (2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after DHS' notice or such longer period as DHS may specify in such notice; or
    - (3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DHS' notice, or such longer period as DHS may specify in such notice:; or
    - (4) Contractor failed to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Contract or fails to comply with the tax laws of this state or a political subdivision of this state during the term of this Contract.
- 3. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the Contract. DHS' performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
- 4. Except as expressly amended above, all other terms and conditions of the initial Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the initial Contract are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- 5. Certification. Without limiting the generality of the foregoing, by signature on this Contract Amendment, the undersigned hereby certifies under penalty of perjury that:
  - a. Contractor is in compliance with all insurance requirements in Exhibit C of the original Contract and notwithstanding any provision to the contrary, Contractor

shall deliver to the DHS Contract Administrator (see page 1 of the original Contract) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Contract, within 30 days of execution of this Contract Amendment. By certifying compliance with all insurance as required by this Contract, Contractor acknowledges it may be found in breach of the Contract for failure to obtain required insurance. Contractor may also be in breach of the Contract for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Contract;

- b. Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. Contractor certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor;
- The undersigned is authorized to act on behalf of Contractor and represents and c. warrants that Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of Oregon. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of Oregon and all applicable tax laws of any political subdivision of Oregon. For the purposes of this Section, "tax laws" includes: (i) All tax laws of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Contractor acknowledges that the Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue. The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Oregon Department of Revenue collects debts;

d. The information shown in "Contractor Data and Certification", of original Contract or as amended is Contractor's true, accurate and correct information;

- e. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts:
- f. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>;
- g. Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a>;
- h. Contractor is not subject to backup withholding because:
  - (1) Contractor is exempt from backup withholding;
  - (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding; and
- i. Contractor hereby certifies that the FEIN or SSN provided to DHS is true and accurate. If this information changes, Contractor is also required to provide DHS with the new FEIN or SSN within 10 days.

6. Contractor Data. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

# PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Life Works NW					
Street address:	14600 NW CO	rnell Road			
City, state, zip code:	Portland, OR	97229			
Email address:	maryn	A			
Telephone:	503) 6 31	Facsimile: _()			
Is Contractor a nonresid (Check one box): YES	ent alien, as defined in 2 ☑NO	6 U.S.C. § 7701(b)(1)?			
Business Designation: (C	heck one box):				
Professional Corporation Limited Liability Comp Corporation	pany	bility Partnership Sole Proprietorship Other			
submission of the signed C	Contract Amendment. All	provide the following information upon linsurance listed herein and required by for the term of the Contract.			
Professional Liability Insu	600 0	g and a second s			
Policy #: PHT	- 10	Expiration Date: 01/01/19			
Automobile Liability Insur	ance Company: Phil	adelphia Indemnity Ins.			
Policy #: PHF		Expiration Date: 01/01/19			
Workers' Compensation: 656.027? (Check one box):	Does Contractor have as YES NO If YES.	ny subject workers, as defined in ORS provide the following information:			
Workers' Compensation In	surance Company: 5	- Corporation			
Policy #: 92^		Expiration Date: 01/01/19			

# CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS. Lifeworks NW By: CE Make-My and Connie Dunkle-Weyrauck Authorized Signature VP Finance Strategic operations Title State of Oregon, acting by and through its Department of Human Services By: Pete Karpa Printed Name VR Deputy Director Title Approved by the Department of Administrative Services: Exempt Per OAR 125-246-0170(2). Authorized Signature Title Date

Jeff Wahl Senior Assistant Attorney General, approval via email on 8/13/2018

Approved for Legal Sufficiency:

Department of Justice

7.

Signatures.

Date



ORIGINAL

Contract Agreement 18-60606

The Portland Metro Workforce Development Beard

### CONTRACT AGREEMENT FOR HEALTH CAREERS NORTHWEST

The parties to this Agreement are Worksystems, Inc., hereinafter referred to as "Worksystems" or "GRANTOR," and Housing Authority of Washington County, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or Worksystems may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties					
GRANTOR:	CONTRACTOR:				
Worksystems, Inc.	Housing Authority of Washington County				
1618 SW First Avenue, Suite 450	111 NE Lincoln Street, Suite 200L				
Portland, OR 97201	Hillsboro, OR 97124				
[	Federal Tax ID: 93-0600166				
Federal Tax ID: 93-0857426	D-U-N-S: 025718255				
1 - 545141 TAX 15. 55 5551 125	B-0-11-0. 0201 10200				
	⊠ Subrecipient Agreement (when checked)				
Contact Information	mation				
For Worksystems	For CONTRACTOR:				
Program Contact: Blair Schaeffer-Bisht	Program Contact: Melanie Fletcher				
Phone: 503 478.7341 Email: bschaeffer-bisht@worksystems.org	Phone: 503.846.4814				
Project Investigator/Project Director: Stacey Triplett	Email: melanie_fletcher@co.washington.or.us				
Responsible for overall program oversight and primary contact with HHS.	Fiscal Contact: Jongjit Chou				
Phone: 503.478.7322 Email: striplett@worksystems.org	Email: jongjit chou@co.washington.or.us				
Fiscal Contact: Marcia Norrgard Email: fiscal@worksystems.org	Email: jorigit_criou@co.washington.or.us				
Purpose:					
CONTRACTOR will provide workforce development services to HCNV	leligible participants as described within the exhibits of this				
contract and in line with Worksystems policies and procedures.	- angleto participanto de decentros militar de estimato estado				
Maximum Amount Payable	Contract Term				
\$119,900	September 30, 2018 – September 29, 2019				
Exhibits					
Attachments: This contract consists of this signature page and the for the parties.	bllowing Exhibits, which constitute the entire understanding or				
	ions and Insurance Requirements				
Exhibit B: Special Condition					
	ork and Performance				
Exhibit D: Budget					
PY18 Funding Source Information					
Fund 368 Health Careers NW					
Awarding Agency: The Office of Family Assistance					
Funding Source: Department of Health and Human Services Administr	ration for Children and Familias				
CFDA Number: 93 093	ation for Children and Lamines				
Federal Award Identification Number (FAIN): 90FX0044-01-00					
Federal Award Date: September 28, 2015					
Amount \$119,900					
Pass-through Entity: N/A					
Regulations and Cost Principles: In performing its responsibilities under					
that it will fully comply with the Federal Government's Uniform Guidance at					
amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of					
Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and					
Opportunity Act of 2014					
Other Requirements (As Applicable):					
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts,					
and Cooperative Agreements					
and Cooperative Agreements					

The undersigned execute this Agreement on behalf of the CONTRACTOR and Worksystems and, by doing so, legally obligate and bind the CONTRACTOR and Worksystems to the terms and the conditions of this Agreement.

Authorized Signature HOUSING AUTHORITY OF WASHINGTON COUNTY	Authorized Signature WORKSYSTEMS, INC.
Signature Date	18 Signature Date
Komi P. Kalevor, Executive Director	Andrew McGough, Executive Director



### The Portland Motre Workforco Bevolopment Board

# Housing Authority of Washington County Contract 18-60606 Exhibit A: Terms & Conditions and Insurance Requirements

### 1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first class U.S. mail postage pre-paid, and addressed to the contact information outlined in this Agreement.

### 2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and/or local funds and this Agreement is subject to termination due to lack of funds or authorization. When Worksystems is notified of any funding or regulatory changes, Worksystems will provide the CONTRACTOR notice of changes within 30 days of Worksystems' notification.

### 3. General Reporting Requirements

CONTRACTOR shall submit all Financial, I-Trac, Program Performance, and all other reports required by Worksystems in accordance with the specified time frames in this contract. CONTRACTOR shall provide Worksystems access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by Worksystems may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, Worksystems may take action in accordance with Section 12 Disallowance of Payments.

### 4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work (Exhibit C), and any additional program objectives outlined in Special Conditions (Exhibit B).

### 5. Administrative Capability

Upon request, CONTRACTOR will provide Worksystems with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- Travel and Expense Policies

### 6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

### 7. Expenditure Restrictions

### A. Allowable Activities

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work (Exhibit C), in accordance with the Budget (Exhibit D), and within limitations outlined in Special Conditions (Exhibit B). CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

### B. Budget Limitations

CONTRACTOR shall be paid only within the established Budget (Exhibit D), and the Budget Line Ftexibility as defined in Special Conditions (Exhibit B). All costs must be reasonable, necessary, allowable and allocable as defined by Federal and State of Oregon laws and rules, including applicable OMB Circulars; Pass-Through Entity and Worksystems' policies and procedures.

### C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

### D. Travel Policy

CONTRACTOR must comply with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement. In the absence of an acceptable CONTRACTOR policy regarding travel costs, the rates and amounts established will comply with subchapter 1 of Chapter 57 of Title 5, United States Code.

### E. Rebates

The CONTRACTOR agrees to advise Worksystems, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income.

### F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

### G. Other Restrictions

Other expenditure restrictions are outlined in Special Conditions (Exhibit B).

### 8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request that includes a completed and signed Worksystems Billing Workbook that reports expenditures by the Service Groups and Line Items; any required supporting documentation, and a CONTRACTOR invoice requesting reimbursement. Additionally, the updated Worksystems Billing Workbook must also be submitted electronically to the Worksystems Administrative Contact (fiscal@worksystems.org) at the time of the payment request.

Upon receipt of the CONTRACTOR'S formal payment request with the required documentation, Worksystems will review the request for accuracy and compliance with the Contract Agreement and will issue payment within 30 days of approval.



### The Portland Metre Workforce Development Board

# **Housing Authority of Washington County** Contract 18-60606 **Exhibit A: Terms & Conditions and Insurance Requirements**

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of Worksystems' right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

### 9. Financial Documentation

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and/or accounts payable ledgers and all documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal regulations including 45 CFR Part 75. All allocation methodologies and costs pertaining to this agreement are subject to Worksystems review and approval before reimbursement through Worksystems.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with Worksystems policies and procedures.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to Worksystems upon request. Any additional documentation requirements will be specified in Exhibit B.

### 10. Financial Management Standards

The CONTRACTOR shall maintain a financial/administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 45 CFR Part 75. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the Organization's primary Financial Accounting System.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- Follow consistent rules for aggregation of detailed data to 12. Disallowance of Payments summary level.
- Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.

- Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- Show the distribution of Contract-funded personnel time by fund.

### 11. Financial Audits and Compliance Monitoring

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient Internal controls necessary to safeguard against non-compliance, fraud, and

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to Worksystems the amount of funds directly related to that violation.

### **Financial Audits**

CONTRACTOR must comply with federal audit requirements found at 45 CFR Part 75 Subpart F.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by Worksystems in writing, CONTRACTOR shall submit the audit report to Worksystems no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by Worksystems or its authorized representative.

The CONTRACTOR shall, in accordance with Worksystems' timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

### Compliance Monitoring

CONTRACTOR will allow federal, State of Oregon and Worksystems staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned under the criteria set forth herein, the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to



### The Portland Metre Workforce Development Roard

Worksystems' final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of Worksystems' disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to Worksystems within thirty (30) calendar days of receipt of request, or other time schedule as determined by Worksystems.

Worksystems' failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, Worksystems may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

### 13. Records Standards, Access to Records and Record Retention

### A. Records Standards

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), Worksystems and their duly authorized representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and Worksystems policies and procedures.

### B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as Worksystems may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27 b. Federal Assurances of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and/or the delivery of all the documentation to a location designated by Worksystems for purposes of review. The rights of access are not limited to the required retention period or agreement term, but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform Worksystems in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform Worksystems in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of Worksystems'

# Housing Authority of Washington County Contract 18-60606 Exhibit A: Terms & Conditions and Insurance Requirements

service delivery area shall require prior written approval from Worksystems.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and Worksystems to Worksystems.

# C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this agreement are found at 45 CFR Part 75.361-370. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. Worksystems will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.
- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.c.1. above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.c.1. above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

After the record retention period has passed, any records destroyed must be commercially shredded.

### D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

### E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.



The Portland Motre Workforce Development Board

# **Housing Authority of Washington County** Contract 18-60606 **Exhibit A: Terms & Conditions and**

**Insurance Requirements** 

### 14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of Worksystems.

If approved, any contract entered into by the CONTRACTOR is not an obligation of Worksystems. The CONTRACTOR shall not represent that it has the power or authority to obligate Worksystems. No approval by Worksystems of any assignment or transfer shall be deemed to create any obligation of Worksystems in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided for. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

Worksystems has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their DUNS number and be registered in the System for Award Management (www.sam.gov) prior to contract execution; the DUNS number must be maintained in the contract file and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to Worksystems, upon request.

The failure by Worksystems to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through Worksystems, Federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide Worksystems with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to Worksystems for review and approval.

### 15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of Worksystems, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220; ) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), Worksystems will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

### 16. Employee and Participant Status and Rights

### Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed Federal, State, City or Worksystems employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

### **Employment Terms, Benefits and Working Conditions**

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

### C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon. Health and safety standards established under State and Federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

### Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

### **Grievance Procedures**

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with Worksystems' established policies and procedures.

The CONTRACTOR shall abide by Final Determinations issued under Worksystems, State or Federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

### 17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, Worksystems may take action in accordance with Worksystems Contract Monitoring policies, or if CONTRACTOR falls to take directed



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corrective action terminate or suspend the Contract (Section 28.b.5 Termination for Cause),

Worksystems may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from Worksystems. If, as a result of an Event of Default (Section 28.b.5 Termination for Cause), Worksystems demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to Worksystems upon Worksystems' demand.

### 18. Indemnification and Hold Harmiess

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless Worksystems, its Board of Directors, the Workforce Investment Board and their respective officers, agents and employees, from and against all liability that arises out of, in whole or in part, the acts or omissions of the CONTRACTOR or the CONTRACTORS employees or subcontractors.

If CONTRACTOR liability arises under above paragraph of this contract, due in whole or in part to Worksystems' acts or omissions, the indemnification obligation shall be prorated based upon the respective levels of fault attributable to the CONTRACTOR and Worksystems.

Notice shall be promptly submitted to Worksystems of any action brought against the CONTRACTOR resulting from or related to this contract.

### 19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientalion or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, cittzenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all Federal, state and focal laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract. The CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, the CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to Individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must

state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

### 20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

# A. Limitations on Union or Anti-Union, Sectarlan, Religious, Political or Lobbying Activities

No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

### B. Applicable Laws, Regulations, and Policies

All other applicable Federal, State and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of Worksystems.

### C. Fraud Notification Requirements

CONTRACTOR must comply with Worksystems' requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to Worksystems' established policies and procedures for reporting and resolution.

### 21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

### 22. Nepotism

CONTRACTOR shall comply with federal and State nepotism rules. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment



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for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

### 23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22 Nepotlsm) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

### 24. Patents and Copyrights

The CONTRACTOR shall comply with the standards in 45 CFR Part 75 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

### A. Patents

The CONTRACTOR and Worksystems agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and Worksystems agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants Worksystems and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

### B. Copyrights

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from Worksystems for the inclusion of such copyrighted materials.

### 25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name Worksystems and the Awarding Agency as

providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in Special Conditions (Exhibit B).

### 26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between Worksystems and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the In personam jurisdiction of said courts.

### 27. Assurance

By signing this Agreement, the authorized representative certifles that the CONTRACTOR:

### A. Financial Capability

Has the legal authority to apply for Federal, State or Local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this Agreement.

### B. Access to Records

Will give Worksystems, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

### C. Generally Accepted Accounting System

Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and Worksystems policies and procedures.

### D. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this



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expenditure of Worksystems' funds and to avoid any favoritism or questionable or improper conduct.

### E. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from Worksystems.

### F Discrimination

Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement. These include but are not limited to:

- Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended:
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;
- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- The requirements of any other nondiscrimination statute(s) which may apply to the application.

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### G. Political Activities

Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.

### H. Audits

Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations."

### I. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 45 CFR Part 75.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to Worksystems.

### 28. Contract Termination

### A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties. In the event of immediate termination, Worksystems shall, in accordance with applicable laws, reimburse the CONTRACTOR for reasonable costs incurred under this Agreement up to the date of termination.



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Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

### B. Termination for Cause

Worksystems may terminate or modify this Agreement, In whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as Worksystems may establish in such notice, upon the occurrence of any of the following events:

- CONTRACTOR'S misuse of funds provided under this agreement or any other agreement CONTRACTOR has with Worksystems. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate Federal, state or local laws or regulations.
- Worksystems fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services:
- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or Worksystems is prohibited from paying for such services from the planned funding source;
- CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- Significant changes in Worksystems priorities, as indicated by direct action of the Board of Directors of Worksystems.
- 6) CONTRACTOR, through any cause, has failed to perform In a timely and proper manner its obligations, in whole or in part, under this Agreement, has falled to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, Worksystems shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

### C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments, or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to Worksystems all documents, information, work-in-progress and other property as outlined in Special Conditions (Exhibit B).

### D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided

prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work (Exhibit C) is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to Worksystems for damages sustained by Worksystems by virtue of any breach of this Agreement by the CONTRACTOR, and Worksystems may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due Worksystems from the CONTRACTOR is determined.

### E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with Worksystems to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all State and Federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updatting i-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

### 29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

### 30. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense for the required level of Insurance as specified in this Exhibit. All insurance carried by the CONTRACTOR must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the Insurance. CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the CONTRACTOR to Worksystems.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this Exhibit. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, Worksystems may terminate this Agreement, subject to the provisions of this Agreement.

### A. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), Worksystems and each of their



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respective officers, agents, and employees from claims for damages arising in whole or in part out of CONTRACTOR's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

### B. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned, which includes coverage for Worksystems and their respective officers, agents, and employees.

### C. Professional Liability Errors and Omissions Insurance

CONTRACTOR shall at all times carry a Professional Liability / Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

### D. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/\$500,000/\$500,000. If the CONTRACTOR pays wages directly to trainees under this Agreement, the CONTRACTOR must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by Worksystems for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors

### E. Bonding

The CONTRACTOR shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

### F. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

### G. Certificates of insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to Worksystems at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name Worksystems and each of their respective officers, agents, and employees as additional insured with respect to the CONTRACTOR's services to be provided under this Agreement. Insuring companies or entities are subject to Worksystems acceptance. If requested, complete copies of the insurance policy shall be provided to Worksystems.

### H. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this agreement, unless this requirement is expressly modified or waived by Worksystems in writing.

### I. Sexual/Physical Abuse/Molestation Insurance

If CONTRACTOR serves participants under age 18, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), Worksystems and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of CONTRACTOR's performance under this Agreement.



# **Housing Authority of Washington County** Contract 18-60606

Exhibit B: Special Conditions

### 1. Financial Billing and Reporting Requirements

### A. Billing Due Dates

CONTRACTOR shall submit to Worksystems' Administrative Contact all contract billings by the 15th day of the month following the period billed. Contract billings shall be submitted using the template provided by Worksystems.

### B. Final Billing for Close-Out

All Contract billings shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for this Contract. No charges submitted more than 45 days after end of contract will be reimbursed. Worksystems may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Exhibit A. Section 28.E. Contract Termination, Close-Out Responsibilities and Procedures.

### C. Interim Billing Dates

All Contract billings for the period September 30, 2018 through June 30, 2019 will be submitted by August 15, 2019. This will constitute the final Agreement billing request for this time period. All Contract billings for the period July 1, 2019 through September 29, 2019 will be submitted by November 15, 2019. This will constitute the final billing for this Agreement. No charges submitted after November 15, 2019 will be reimbursed.

### D. Financial Status Reports

Financial Status Reports for the calendar quarter must be received by Worksystems by the 15th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. Worksystems will provide CONTRACTOR with the Financial Status Report template to be used for this purpose.

### 2. Key Personnel

CONTRACTOR supervisory staff that oversee program implementation and staff under this Contract are considered Key Personnel. Resumes must be submitted to Worksystems for approval of the Administration of Children and Families, U.S. Department of Health and Human Services (HHS). If the key personnel changes during the term of this contract, the replacement must also be approved by HHS by submission of the proposed replacement staff resume to Worksystems for review and submission

### 3. Additional Program Reporting Requirements

Program Performance Reports are due quarterly to Worksystems Program Contact 15 days following the end of the calendar quarter.

### 4. Additional Termination Procedures

In the event of early Contract termination, CONTRACTOR shall deliver to Worksystems all documents, information, work-inprogress and other property that are or would be deliverables had the contract been completed. At Worksystems option, all finished or unfinished documents, data, and reports prepared by the CONTRACTOR using funds from this Contract shall become Worksystems property.

### 5. Technology and Participant Data Management

Worksystems makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, Web Information Systems, and an Internet based Data Management System are the primary technologies. To support this technology, CONTRACTOR must have:

- Business-grade, broadband internet connectivity.
- Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with Worksystems allowing attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by Worksystems policy and procedures. CONTRACTOR is responsible for entering information into the I-Trac data management system that is supported by required file documentation, staff or customer attestation, as outlined in Worksystems policy and procedures. Performance reports will be available through this same system. I-Trac Data Entry must be completed within five business days following the activity or data change to ensure accurate and timely grant reporting. To support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 2 GB RAM or more, and 20 GB or more of available disk space.
- One of the following Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer; Mozilla Firefox version 21.0 or newer.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.



### The Portland Metro Workforce Development Board

# Housing Authority of Washington County Contract 18-60606 Exhibit B: Special Conditions

### 6. Security of Information

### A. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify Worksystems. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

### B. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

### C. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

### 7. Performance, Monitoring, and Budget Management

- A. Expenditures to date will be monitored on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Particular attention is to be paid to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.
- B. CONTRACTOR will support all program compliance monitoring activities, including but not limited to Worksystems annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any other funder monitoring activities.

### 8. Program Income

Program income must be tracked by funding source and reported to Worksystems on the Worksystems Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds for purposes of this Agreement, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Contract from Worksystems. CONTRACTOR will comply with program income requirements outlined in 45 CFR Part 75,307.

### 9. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to Worksystems in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the grantee as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

### 10. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing program funded in whote or in part with Federal money under this Agreement, CONTRACTOR shall follow the Worksystems Public Disclosure Statement policy.



# Housing Authority of Washington County Contract 18-60606

**Exhibit B: Special Conditions** 

### 11. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Contract must be submitted by CONTRACTOR to Worksystems for prior approval of the Administration of Children and Families, U.S. Department of Health and Human Services (HHS). All such documents must include the HPOG logo. Electronic media must further include the links to the official HPOG website and social media accounts, which will be placed and provided by Worksystems at the time of review and submission to HHS. In addition, all material must contain this funding acknowledgement and disclaimer:

"This document was funded by Grant 90FX0044-01-00 awarded by the Administration for Children and Families, U. S. Department of Health and Human Services (HHS). The contents are solely the responsibility of the authors and do not necessarily reflect the official views of HHS and no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

### 12. Lobbying

If the CONTRACTOR is a recipient of Federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by Worksystems the CONTRACTOR certifies by signature of this Contract that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 13. Additional Assurance and Certification

### A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Contract, CONTRACTOR hereby provides Worksystems a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

### B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace.
  - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
  - c) Any available drug counseling, rehabilitation, and employee assistance programs.
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 14.B.1);



#### The Portland Metro Werkforce Development Board

# Housing Authority of Washington County Contract 18-60606 Exhibit B: Special Conditions

- 4) Notifying the employee in the statement required by paragraph 14.B.1) that, as a condition of employment under the Contract, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying Worksystems in writing, within ten calendar days after receiving notice under 4) b) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract:
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4) b) above, with respect to any employee who is so convicted:
  - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through
   above.

#### 14. Federal E-Verify System

CONTRACTOR is responsible for following Worksystems policy and procedure relative to Executive Order 13465 "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act Provisions and the Use of an Electronic Employment Eligibility Verification System." The policy and related procedure will reference the Federal E-Verify system.

#### 15. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

#### 16. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$25,000 to register and maintain Data Universal Numbering System (DUNS) and Central Contract Registry (CCR) numbers. To obtain a DUNS and CCR number see links below.

DUNS number registration information can be obtained at: <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>. Registration information for CCR can be found at: <a href="http://www.sam.gov">http://www.sam.gov</a>.

#### 17. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of this contract.

#### 18. Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. Recipients should determine their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

#### 19. Seat Belts

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

#### 20. Executive Order 13333

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C.§ 7104(g))



# Housing Authority of Washington County Contract 18-60606 Exhibit C: Statement of Work

#### Health Careers NW Career Coach

Worksystems is the recipient of an Administration for Children and Families (ACF) Health Profession Opportunity Grant, which is referred to in the Statement of Work as Health Careers NW. CONTRACTOR will provide all program components and services outlined within this Statement of Work; in line with related Worksystems policies and procedures and State and Federal rules.

#### I. Health Careers NW Services

CONTRACTOR is responsible for the delivery of career coaching services as outlined:

- Designate dedicated 1.0 FTE for Career Coach responsibilities to deliver an array of program services to participants; supervise accordingly.
- B. Recruit and prepare eligible participants for grant-funded training services.
- C. Refer appropriate participants for engagement in occupational skills and On-the-Job Training in the Healthcare industry.
- Provide career coaching to assist participants plan and prepare for entry into training activities/services, including the provision of necessary support services.
- E. Provide career coaching to participants to assure completion of occupational skills training and assist in placement in unsubsidized and training-related employment upon completion.

#### II. Roles and Responsibilities

#### Career Coach Staff

- A. Serve as a representative of the Health Careers NW program and its partners. Serve as the initial point of contact for all potential participants, providing access to and expertise about the services available.
- B. Implement required program elements as defined by program standards provided by Worksystems. Participate in regional meetings to share program information and best practices and to identify technical assistance needs.
- C. Conduct outreach, recruit, and provide orientation to potential program participants in line with established program standards and procedures.
- D. Provide priority of service for veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by this grant. The regulations implementing this priority of service can be found at 20 CFR part 1010.
- E. Verify and document participant eligibility in accordance with guidelines and ensure that each participant signs a media/photo release.
- F. Coordinate and provide Career Coaching to participants throughout their enrollment. Conduct career mapping and facilitate a career plan for all participants.
- G. Make final enrollment decision and complete enrollment process for participants determined eligible and assessed appropriate for Health Careers NW services through the orientation and enrollment process.
- H. Adhere to Random Assignment Guidelines.
- I. Coordinate access to Career Link and Academic Navigator services.
- Facilitate access to WorkSource services for participants.
- K. Coordinate access to job placement services provided through Integrated Placement team, and/or CONTRACTOR partnerships.
- Maintain participant case files in accordance to Health Professional Opportunity Grant requirements and Health Careers NW Regional Program Standards.
- M. Maintain regular contact with participants during program participation, including training and placement.
- N. Conduct and record employment confirmations.



# Housing Authority of Washington County Contract 18-60606 Exhibit C: Statement of Work

- Track and record participant activities and outcomes in I-Trac per Health Careers NW Data Entry Manual and in PAGES per Document Resources published by PAGES.
- P. Meet individually with WorkSource Liaisons at least every two weeks to review participants' progress toward planned career goals and update career plans and next steps.
- Q. Monitor and evaluate progress toward performance outcomes.
- R. Coordinate services for TANF recipients with Oregon Department of Human Services Case Managers and Management,
- S. Refer participants to WorkSource Portland Metro (WSPM) Talent Link, Navigators for job search assistance.

#### **Management Staff**

- A. Provide access to training for Career Coach(es) on Health Careers NW services as defined below and participate in training of all partners relative to CONTRACTOR provided services.
- B. Support the grant implementation and evaluation method as defined by the ACF, which may include both an impact analysis and implementation analysis through the use of an experimental design that requires random assignment to test promising practices.
- C. Participate in implementation and oversight meetings. Meet with Worksystems Project Manager regularly to review progress toward planned Initiative goals and performance.
- D. Assure internal systems and policies are in place to provide all program components and services outlined within this Statement of Work and in accordance with program standards provided by Worksystems.
- E. Ensure compliance with rules set out by ACF and PAGES.

#### III. Staff Training Requirements

Assure Career Coach and other appropriate staff receive training in relevant topics, including, but not limited to: Budget development, fiscal and administrative requirements, enrollment process (including eligibility requirements), evaluation, I-Trac User, PAGES, Career Coaching, Career Mapping, Prosperity Planner, and other WorkSource products.

#### IV. Reporting, Monitoring and Budget Management

For all projects outlined within this Statement of Work, CONTRACTOR will report on progress and budget expenditures. Quarterly written reports will be required in a format prescribed by Worksystems. CONTRACTOR will collect success stories and report in a template provided by Worksystems. Expenditures shall be managed so that services are available throughout the intended service delivery period. The intended availability of services is across the contract period unless otherwise indicated in writing by Worksystems.

Expenditures-to-date are to be monitored monthly to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. Attention should be paid to all participant cost categories to ensure that adequate investments in job seekers are being made throughout the program year.

CONTRACTOR will support all program compliance monitoring activities, including but not limited to Worksystems' annual program and file compliance reviews and Federal monitoring activities,

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# Housing Authority of Washington County Contract 18-60606 Exhibit C: Statement of Work

#### V. <u>Performance</u>

Contractor will maintain capacity throughout the period of the contract by enrolling a new participant within 90 days of an existing participant exiting the program.

The grant's future funding levels will be based on successful performance and actual expenditures-to-budget each year and progress towards the five-year grant goals. To ensure the retention of all available funding for the community awarded through the grant, expenditures and progress towards performance will be evaluated mid-year and resources may be redeployed to contractors on track to meet or exceed goals.

Career Coaching		
Performance	Year 4 Goal	Five-Year Cumulative Goal
Number of individuals enrolled in Health Careers NW	20	117
Number of TANF recipients that will be enrolled	2	17
Number of participants that begin basic skills instruction	20	58
Number of participants that complete basic skills instruction	13	42
Number of healthcare occupational training started	36	96
Number of healthcare occupational training completed	10	76
Number of participants obtaining employment in a healthcare occupation	14	59

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## Housing Authority of Washington County Contract 18-60606

**Exhibit D: Budget** 

#### Health Careers Northwest Career Coaching

#### Budget

SUMMAR	Y BUDGET	
FUNDING SOURCE	HCNW Fund 368	
Budget Line Item	Budget Amount	Total Charged to Contract
Personnel	\$89,669	\$89,669
Operating	\$1,817	\$1,817
Participant Expense	\$12,783	\$12,783
Indirect	\$15,631	\$15,631
TOTAL SUMMARY BUDGET	\$119,900	\$119,900

#### II. Expenditure Restrictions

#### A. Expenditure Period

These funds may only be expended during the contract term.

#### B. Cost Reimbursement

This Agreement is based on a cost-reimbursement method of payment.

#### C. Indirect Rate

The Indirect Cost Rate agreed upon is 15.00 percent and applies to all direct costs.

#### III. Prohibited Uses of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, subject to Federal and State rules:

- 1) Expenses prohibited or unallowable under any other Federal, State or local law or regulation, including foreign travel.
- 2) General economic development and related employment generating activities.
- 3) Capitalization of businesses.
- 4) Investment in Contract bidding Resource Centers.
- 5) Investment in revolving loan funds.
- 6) Drug testing except to facilitate the hiring process.

#### IV. Budget Line Flexibility

Budget Line Flexibility applies separately to each fund shown within the budget.

- Expenditures by Fund may not exceed Fund budget total(s). Fund expenditures must be used to provide services to
  participants eligible for and enrolled in the Funds program.
- 2) Indirect Cost expenditures may not exceed the Indirect line item budget.
- 3) Personnel and Operating cost expenditures may not exceed the total of their combined line item budgets.
- Under-expenditures of line item budget totals for Personnel, Operating, and/or Indirect may be expended in Participant Cost line items, as appropriate.
- Over-expenditures of line item budget totals for Personnel, Operating, and/or Indirect may not be balanced by underexpenditures in Participant Cost line items.
- 6) Expenditures for Participant Cost line items are not restricted by individual line item budgets.
- 7) Formal budget modifications may be granted by Worksystems on written request from the CONTRACTOR and provided there is sufficient justification documented for the change(s) based on program objectives.



# Housing Authority of Washington County Contract 18-60606 Exhibit D: Budget

#### The Portland Metro Workforce Development Beard

#### A. Wages

As a subrecipient of Department of Health and Human Services Grant funding, the contract funds cannot be used to pay wages for social services as described in 42 U.S.C. §1397d.(a).

#### B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with funds provided under this Contract.

#### C. Consultants

Consultant fees paid under this Contract shall be limited to \$585.

#### D. Salary and Bonus Limitations

In compliance with Public Law 109-234 and section 111 of the Omnibus Appropriations Act 2009 (Public Law 111-8), none of the funds appropriated under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by CONTRACTOR to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133.

#### E. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.



### **AGREEMENT NUMBER 16-205**

## AGREEMENT FOR CONFIDENTIAL INFORMATION SHARING LEVEL 3 PORTLAND-METRO REGION

This Agreement is between the State of Oregon acting by and through its Employment Department, hereinafter referred to as "Agency" and

Easter Seals Oregon
Attn: Rosalie Buttermore, Chief Financial Officer
5757 SW Macadam Avenue, Suite 100
Portland, OR 97239
Telephone: 503-288-5108 Ext. 306

E-mail address: RButtermore@or.easterseals.com

hereinafter referred to as "ESO",

Dynamic Education Systems, Inc. Attn: Christine Nast 8433 N. Black Canyon Hwy. Suite #184 Phoenix, AZ 85201 Telephone: 602-995-0116

E-mail address: Christine.nast@exodyne.com

hereinafter referred to as "DESI",

Goodwill Industries of the Columbia Willamette Attn: Dede Myers, Job Connection 700 Washington Street, Suite 1022 Vancouver, WA 98668 Telephone: 360-816-2695

E-mail address: <a href="mailto:dmyers@gicw.org">dmyers@gicw.org</a>

hereinafter referred to as "GWI",

Experience Works, Inc. Attn: Reggy De Joode 2005 St. Helens Street St. Helens, OR 97051 Telephone: 503-366-2877

E-mail address: reggy\_dejoode@experienceworks.org

hereinafter referred to as "EWI"

## **Oregon Human Development Corporation Attn: Ron Hauge, Executive Director** 9600 SW Oak Street, Suite 565 Tigard, OR 97223 **Telephone:** 503-245-6661

E-mail address: ron.hauge@ohdc.org

hereinafter referred to as "OHDC"

hereinafter without distinction singly referred to as "Contractor", collectively without distinction referred to as "Contractors."

### **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110 and 20 CFR § 603.5(e), ORS 657.665(4)(d) and Administrative Policy, allowing disclosure of confidential information to partners under the federal Workforce Investment Opportunity Act of 2014 for the purpose of administering state workforce programs under the Act. The information disclosed is confidential and may not be used for any other purpose.

## **SECTION 2: PURPOSE**

- 2.1 This Agreement is to allow access to and exchange of confidential information and data between Agency and all other parties for the purpose of operating a statewide, integrated workforce system. NOTE: The information shared does not include employer wage records or employer tax data per OAR 471-010-0115(2)(3).
- 2.2 This Agreement pertains to two primary data systems used by the Integrated Workforce System partners:
  - 2.2.1 WorkSource Oregon Management Information System (WOMIS) – The system is maintained by Agency and the Department of Community Colleges and Workforce Development (CCWD) on behalf of all system partners.
  - 2.2.3 iMatchSkills - Contains job seeker and employer data. The data is owned by Agency and maintained on behalf of all system partners.
- 2.3 Additionally, Agency agrees to allow access through Agency's Agency Information Reporting (OED-AIR) portal to a Contractor(s) who have a 'need to know' to Agency Wage and Claim information.
- 2.4 Information secured and maintained solely by one party for programs not included in the WorkSource Oregon brand, are specifically excluded from this Agreement.

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## **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date this Agreement has been fully executed. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2018.

## SECTION 4: AGREEMENT ADMINISTRATORS

### 4.1 Agency's Agreement Administrator is:

Danell Buter Portland-Metro Region Area Manager 30 N. Webster Portland, OR 97217 Telephone: 503-280-6002

E-mail address: danell.l.butler@oregon.gov

#### 4.2 ESO's Agreement Administrator is:

Rosalie Buttermore Chief Financial Officer 5757 SW Macadam Avenue, Suite 100 Portland, OR 97239

Telephone: 503-288-5108 Ext. 306

E-mail address: RButtermore@or.easterseals.com

#### 4.3 DESI's Agreement Administrator is:

Mary Ingram 8433 N. Black Canyon Hwy., Suite #184 Phoenix, AZ 85201

Telephone: 602-995-0116

E-mail address: christine.nast@exodyne.com

### 4.4 GWI's Agreement Administrator is:

Dede Myers Verification Manager 700 Washington Street, Suite 1022 Vancouver, WA 98668

Telephone: 360-816-2695

E-mail address: dmyers@gicw.org

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## 4.5 EWI's Agreement Administrator is:

Reggy De Joode 2005 St. Helens Street St. Helens, OR 97051 Telephone: 503-366-2877

E-mail address: reggy\_dejoode@experienceworks.org

#### 4.6 OHDC's Agreement Administrator is:

Ron Hauge **Executive Director** 9600 SW Oak Street, Suite 565 Tigard, OR 97223

Telephone: 503-245-6661

E-mail address: ron.hauge@ohdc.org

**4.7** A party may designate a new Agreement Administrator by written notice to all the other parties.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

#### **5.1** Contractors shall:

- **5.1.1** Only request authorization and access to Agency's network and data by its employees who have a need to know, business use need.
- **5.1.2** Upon request, provide to Agency its Resource Access Control Facility Identification Numbers (RACF IDs) that are to be mapped to an Agency General Resource Profile in order for access to be setup.
- **5.1.3** Accounts created within this Agreement will be audited every 6 months for use. Accounts with no activity over a 60 day period will be revoked and will require a request to be reset. Accounts with no use during a 6 month period will be revoked and terminated.
- **5.1.4** Have access to client information that is in OED-AIR, WOMIS and iMatchSKills; specifically name, address, social security number, whether they are an unemployment insurance claimant, last employer disclosed, disability status or any other information necessary to:
  - **5.1.4.1** Determine both Workforce Investment Opportunity Act Title 1B and Wagner-Peyer eligibility for services, provide effective services;
  - **5.1.4.2** Meet federal reporting requirements for registered and enrolled customers; and

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- **5.1.4.3** Provide integrated WorkSource Oregon services to business and job seekers including determining eligibility for services, registration, welcome process, job getting, skill development, business services and performance reporting.
- 5.1.5 Only release or share job seeker customer's information upon receiving informed consent authorizing that the information may be shared or disclosed, and notice is provided that a consent or authorization is on file or secured electronically within the workforce system, as required under the federal Privacy Act and OAR 471-010-0115. The collected information may be released or shared through electronic access, fax, electronic mail, in writing and verbally (20 CFR 603.10(b)(iii)).
- **5.1.6** Ensure shared information and data is to provide the highest level of customer service and system coordination to both the job seeker and business customers;
- **5.1.7** Administer, control and monitor access and use of the records obtained under this Agreement to ensure that the confidential nature of the information is preserved;
- **5.1.8** Ensure that the following safeguards are implemented and maintained throughout the term of this Agreement:
- **5.1.9** Appoint a management employee to supervise access and maintain training of its staff;
- **5.1.10** Develop procedures that:
  - **5.1.10.1** Ensure only its employees with a need to know have access to confidential records and only as needed;
  - **5.1.10.2** Ensure that confidential records, either in electronic format or reduced to readable media, are retained and stored in a physically secured location to prevent access by unauthorized persons; (20 CFR 603.9(b));
  - **5.1.10.3** Prohibit duplication and re-disclosure of confidential records, including specifically that such confidential records will not be disclosed to any private entity such as a credit reporting bureau or collection agency. Information shall not be re-disclosed except by the parties of this Agreement to the customer or employer who is the subject the information (20 CFR 603.9(c)):
    - 5.1.10.3.1 Any request for re-disclosure of Party information referenced in this Agreement shall be forwarded to the Party for disposition.
    - 5.1.10.3.2 The Agency retains the legal authority to disclose Unemployment Information to persons or entities that are not the customer or employee who is the subject of information (20 CFR 603.9(c)(i) and ORS 657.665(4)(d))).
  - **5.1.10.4** Ensure timely destruction of confidential records, either in electronic format or reduced to readable media, after their intended use.

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- **5.1.11** Provide training in confidentiality procedures to its employees authorized to view confidential records being disclosed under this Agreement;
- **5.1.12** Ensure its employees with access to this information have been instructed about confidentiality requirements and sanctions for unauthorized disclosure and will adhere to State and Federal requirements and procedures (20 CFR 603.9(b));
- **5.1.13** Report any violation of this Agreement immediately and in full to the Agency Agreement Administrator; and
- **5.1.14** Ensure that confidential data received from Agency under the terms of this Agreement are not transferred to or stored on laptop computers or portable storage devices such as USB keys and external hard drives.
- **5.1.15** Shall complete an Annual Audit Certification form (Attachment 1) to be completed and submitted to the Agency upon request and on or before January 15th of each year the Agreement is in force and effect per Section 34.

### 5.1.16 Contact Agency's Agreement Administrator for the following:

- **5.1.16.1** When a new network user account is needed. New network user accounts require First name, M.I. (middle initial) and Last name.
  - 5.1.16.1.1 Contractor's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency network application.
- **5.1.16.2** When a new RACF ID account is needed. New RACF ID accounts require First name, M.I. and Last name.
  - 5.1.16.2.1 To access Agency mainframe data, transaction IDs or screens controlled by Agency's Lightweight Directory Access Protocol (LDAP) or RACF, there is a requirement for users to have a "HEXxxxx" ID assigned in order to properly connect. Contractor's Agreement Administrator shall submit a request to Agency's Agreement Administrator requesting authentication and required access rights to the specific Agency mainframe data. Contractors may alternatively require its own RACF group, containing Contractors RACF IDs, to be mapped to an Agency General Resource Profile. These accounts are used to authenticate a user.
- 5.1.16.3 When a network account needs a password reset because of account lockout. Agency's Agreement Administrator shall submit a request to <a href="mailto:oED\_DL\_IT\_HELPDESK@oregon.gov">OED\_DL\_IT\_HELPDESK@oregon.gov</a> with the network user account and full user name. Request from individual users will be forwarded to the Contractor's Agreement Administrator for validation.
- **5.1.16.4** When a RACF ID account needs a password reset because of account lockout. Contractor's Agreement Administrator shall submit a request to <a href="mailto:RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT@oregon.gov">RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMENT.OED\_RACF\_EMPLOYMEN

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full user name. Requests from individual users will be forwarded to Contractor's Agreement Administrator for validation.

- **5.1.16.5** When a network or RACF ID account is no longer needed:
  - 5.1.16.5.1 Contractor's Agreement Administrator shall promptly submit a user deletion request to RACF EMPLOYMENT.OED RACF EMPLOYMENT@oregon.gov when a user's access to Agency's network or data is no longer needed.
  - 5.1.16.5.2 Agency RACF administrators will submit to Contractors a list of active accounts at least every 6 months or upon request from Contractors. Contractors shall verify and validate the list of current accounts against actual users. Contractors shall report back to the Agency RACF administrator immediately upon identification, any active accounts that need to be removed.

## 5.2 Agency shall:

- **5.2.1** Share confidential records in the Agency's data systems, subject to the terms and conditions of this Agreement, provided however, Agency expressly reserves the right, without notice, to deny access to any portion of such information as Agency, in its sole discretions, deems necessary or prudent;
- **5.2.2** Section 1137 of the Social Security Act requires certain Federally-funded, Stateadministered public assistance programs to establish procedures for obtaining, using and verifying information relevant to determinations as to eligibility and the amount of assistance. The Agency must maintain information, as enumerated in § 435.960, to exchange for the purpose of enabling any agency or program referenced in § 435.945(b) to verify income, eligibility of, and the amount of assistance for its applicants and recipients; and
- **5.2.3** Provide access to Contractors similar to Agency's Workforce Operations user profiles. The Agency will issue permissions to FO group; EDSS permissions OBIS USER; OATS 2. EMPLOYMENT – NON TAX, OAWS 7. USER.; and iMatch permissions similar to that of OED field office staff. UI Data and WOMIS staff.

## SECTION 6: COMPENSATION AND PAYMENT TERMS

No consideration for expenses incurred by any party for the operation and maintenance of the systems described in Section 2, including costs of accessing data and information, shall be included in this Agreement.

## SECTION 7: REPRESENTATIONS AND WARRANTIES

Contractors represent and warrant to Agency that:

- 7.1 Contractor has the power and authority to enter into and perform this Agreement; and
- 7.2 This Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

16-205 adb Page 7 of 84 Updated: 02/2016 The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided. All warranties are cumulative and shall be interpreted broadly to give Agency the greatest warranty protection available.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Contractor(s) that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

## **SECTION 9: INDEMNITY**

CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND OED AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

## SECTION 10: INSURANCE

- 10.1 Contractor shall obtain at Contractor's expense the insurance specified below, prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.
- **10.1.1 Workers Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

- **10.1.2 Commercial General Liability Insurance:** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than \$1,000,000.00 per occurrence limit for any claim and in the aggregate.
- **10.2 Additional Insured.** The Commercial General Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance.
- **10.3 Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days' written notice from Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Agreement by Agency.
- 10.4 Proof of Insurance. Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any services required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify Agency of any change in insurance coverage.
- "Tail" Coverage. If any of the required liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following Contractor's completion and Agency's acceptance of all services required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this Section.

## **SECTION 11: CONTRACTOR(S) DEFAULT**

Contractor(s) will be in default under this Agreement upon the occurrence of any of the following events:

**11.1** Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

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- 11.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Agreement and Contractor has not obtained such license or certificate within 14 calendar days after Agency's notice or such longer period as Agency may specify in such notice; or
- 11.3 Contractor commits any material breach or default of any covenant, warranty, obligation, certification or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, and such breach, default or failure is not cured within 14 calendar days after Agency's notice, or such longer period as OED may specify in such notice.

## SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if OED commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

## SECTION 13: REMEDIES

- **13.1** In the event Contractor is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to termination of this Agreement under Section 16.
- **13.2** In the event Agency is in default under Section 12, Contractor may, at its option, terminate this Agreement pursuant to Section 16.

## SECTION 14: FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement.

## SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9. INDEMNITY, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

## SECTION 16: TERMINATION

**16.1** This Agreement may be terminated in whole or in part at any time by mutual written consent of all the parties.

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## 16.2 Agency may terminate this Agreement in whole or in part, with Contractor(s) as follows:

- **16.2.1** For its convenience upon 30 days' prior written notice by Agency to a Contractor(s);
- 16.2.2 Immediately upon written notice to a Contractor(s), if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;
- **16.2.3** Immediately upon written notice to a Contractor(s), if Contractor(s) is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Contractors;
- 16.2.4 Immediately upon written notice to a Contractor(s), if a Contractor(s), or any of its officers, employees, contractors, subcontractors or agents, discloses or uses the information provided pursuant to this Agreement in any way other than as provided in this Agreement or if any such use or disclosure violates any applicable state or federal laws;
- 16.2.5 Immediately upon written notice to a Contractor(s), if a Contractor(s) materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger Agency's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the Agency's notice to of such breach or failure, or within such longer period of cure as the Agency may specify in such notice. In the event of a breach by a Contractor(s), further disclosure of information from Agency to a Contractor(s) immediately shall cease until Agency is satisfied that the breach has been cured and there will be no further breach; or
- **16.2.6** As otherwise expressly provided in this Agreement.

#### 16.3 A Contractor(s) may terminate this Agreement as follows:

- **16.3.1** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that a Contractor(s)' performance under this Agreement is prohibited or a Contractor(s) is prohibited from paying for such performance from the planned funding source;
- **16.3.2** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
- **16.3.3** As otherwise expressly provided in this Agreement.

Page 11 of 84 Updated: 02/2016 16.4 Notwithstanding Section 32 of this Agreement, upon expiration or termination of this Agreement, a Contractor(s) shall surrender to Agency all information obtained from Agency (and any copies thereof) which has not previously been returned to Agency.

## **SECTION 17: CERTIFICATION**

- 17.1 The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:
  - 17.1.1 Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - **17.1.2** To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - 17.1.3 Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf;
  - **17.1.4** Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: https://www.sam.gov/portal/public/SAM/; and
  - **17.1.5** Contractor is not subject to backup withholding because:
    - **17.1.5.1** Contractor is exempt from backup withholding;
    - **17.1.5.2** Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or

- **17.1.5.3** The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- 17.2 Contractor is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to Agency. By Contractor's signature on this Agreement, Contractor hereby certifies that the FEIN or SSN provided is true and accurate. If this information changes, Contractor is required to provide Agency with the new FEIN or SSN within 10 days.

## **SECTION 18: RESERVED**

## **SECTION 19: AMENDMENT**

Agency reserves the right to amend this Agreement provided herein and to the extent permitted by applicable statutes and administrative rules. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by:

- **19.1** Written document signed by all parties under the following general circumstances:
  - **19.1.1** Agency may extend this Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional consideration associated with the extended period(s) of time.
  - **19.1.2** Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope that may not have been expressed in the initial Agreement or previous amendments to this Agreement; or
  - **19.1.3** As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

Any written document pursuant to this Section 19.1 must be signed by all parties to the Agreement before the modified or additional provisions are binding on any party.

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## SECTION 20: PARTICIPATING ADDENDUM

A written, bilateral agreement executed and delivered by and between Agency and another participating party that expressly incorporates the terms of this Agreement. Upon execution of the participating addendum, this Agreement will be deemed to incorporate the participating addendum.

## SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a party's Agreement Administrator at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 22: SURVIVAL**

All rights and obligations of the parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the parties under this Agreement prior to termination.

### SECTION 23: SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

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## **SECTION 25: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

## SECTION 26: INDEPENDENT CONTRACTORS

- **26.1** Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 26.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's work under this Agreement. If compensation under this Agreement is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
- 26.3 Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless required by prevailing federal law or regulations, Agency will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.
- 26.4 Contractor shall perform all work as an Independent Contractor, as defined in ORS 670.600. OED reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product; however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work.

## SECTION 27: INTENDED BENEFICIARIES

Agency and Contractors are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

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## **SECTION 28: FORCE MAJEURE**

No party is responsible for delay or default caused by an event beyond its reasonable control. Agency may terminate this Agreement upon written notice after reasonably determining the delay or default reasonably prevents performance of this Agreement.

## SECTION 29: SUBCONTRACTS; ASSIGNMENT AND SUCESSORS IN INTEREST

Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract in whole or in part, without the prior written approval of OED. This Agreement's provisions are binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

**SECTION 30: RESERVED** 

**SECTION 31: MERGER, WAIVER** 

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either party unless in writing and signed by all parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## SECTION 32: RECORDS MAINTENANCE AND ACCESS

Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Contractor shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

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## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: AUDIT REQUIREMENT**

- **34.1** Contractor shall complete and submit electronically to Agency at OED AUDIT CERT@oregon.gov a Confidential Information and Data Sharing Annual Implementation Audit report (Attachment 1) upon request of OED, and annually on or before January 15<sup>th</sup> of each year. The e-mail must contain this Agreement number in the subject line. Pursuant to OAR 471-010-0125, all written agreements with entities other than "Hosted Workers" that have access to OED information shall stipulate that, no less than once a year, the entity shall conduct an audit of the processes by which the entity implements the agreements(s). The audits shall include, but are not limited to:
  - **34.1.1** How is access to Agency information granted;
  - **34.1.2** How is access to Agency information controlled;
  - **34.1.3** Why access to Agency information is granted, based on OAR 471-010-0105 and ORS 657.665;
  - **34.1.4** Who is authorized to grant and revoke access to Agency information;
  - **34.1.5** What specific program(s) within the entity need access to Agency information;
  - **34.1.6** Which specific positions within the program(s) need access to Agency information;
  - **34.1.7** What specific Agency information is needed;
  - **34.1.8** Whether access to Agency information is granted to contractors, who the contractor is, and why the contractor is being given access; and
  - **34.1.9** What "informed consent" if any, the entity uses when gathering information from its customers.
- **34.2** Agency shall have final authority to determine whether Contractor is in compliance with the procedures in OAR 471-010-0125(1).

## **SECTION 35: ON-SITE INSPECTIONS**

Pursuant to 20 CFR § 603.10(b)(1)(vi), Agency may conduct on-site inspections of any areas of Contractor, and of any third party to whom Contractor permits access or Agency information, where confidential Agency information is used or stored, on a schedule to be determined by Agency, to assure that the requirements of 20 CFR Part 603 and ORS 657.665 are being met.

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## SECTION 36: FEDERAL PRIVACY ACT

- 36.1 In order for a government agency to obtain or use an individual's Social Security Number for a particular purpose, the Privacy Act of 1974 (5 U.S.C. 552a) requires the government agency to establish its authority to request that the individual disclose his or her Social Security Number, and to inform the individual whether that disclosure is mandatory or voluntary, by what statutory or other authority the number is solicited, and what uses will be made of it.
- 36.2 Contractor expressly warrants to Agency that any Social Security Numbers to be provided by Agency to Contractor pursuant to this Agreement have been obtained in compliance with the Federal Privacy Act and the intended use of such numbers for the purpose described in this Agreement has been adequately disclosed to the individuals who provided the numbers.

## SECTION 37: PROTECTION OF CONFIDENTIALITY

- **37.1** Pursuant to 20 CFR Part 603, Contractor expressly warrants to Agency that the information disclosed by Agency to Contractor under this Agreement shall be used only to the extent necessary for the performance of official duties of Contractor and shall be disclosed only for the purposes defined in this Agreement and shall not be used for any purposes not specifically authorized in this Agreement.
- 37.2 Contractor's Agreement Administrator, authorized representative and all staff having access to Agency information under this Agreement shall read, sign and submit to Agency's Agreement Administrator an Agency Information Security Policy Acknowledgement Form (Attachment 2) and a Commitment to Confidentiality Agreement (Attachment 3) prior to Agreement execution. Contractor shall require any staff provided access to Agency information under this Agreement after Agreement execution to do the same prior to that staff receiving access to any confidential information.
- **37.3** Contractor assumes responsibility for any misuse or inappropriate disclosure of the information provided by Agency pursuant this Agreement.
- **37.4** Contractor shall store the information disclosed by Agency to Contractor in a place physically secure from access by unauthorized persons. If information disclosed by Agency is maintained in electronic format, such as magnetic tapes or discs, Contractor shall store that information in such a way that unauthorized persons cannot obtain the information by any means. If information disclosed by Agency is stored in computer systems, Contractor shall undertake precautions to ensure that only authorized personnel are given access to that information.
- **37.5** Contractor shall not re-disclose the information disclosed by Agency to Contractor except as follows:
  - 37.5.1 To the individual or employer who is the subject of the information.

- 37.5.6 To an agent or contractor of an official, agency, or public entity within the executive branch of federal, state, or Contractor, or to an elected official in the federal, state, or Contractor, if disclosure to that official for that purpose is authorized ORS 657.665 and any relevant regulations under OAR chapter 471, and the public official retains responsibility for any uses of the information by the agent or contractor.
- 37.6 Contractor shall notify the Agency Agreement Administrator in writing prior to re-disclosure of any information. The notification must include, but is not limited to, who the information is being re-disclosed to, what specific information will be re-disclosed, for what reason the information is being re-disclosed and for how long will the re-disclosure of OED information take place.

## **SECTION 38: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits and attached Exhibit A (Agency Information Security Policy).

## **SECTION 39: SIGNATURES**

Easter Seals Oregon

The undersigned are duly authorized representatives of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor:

By:		
	See previous	
Authorized Signature	Title	<sup>↑</sup> Date
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Printed Name		·
Dynamic Education Systems		
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Authorized Signature	Title	Date
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Authorized Signature	Title	Date
RONALD J. HAUGE		
State of Oregon, acting by and throu	ıgh its Employment De	partment
By: ROOM HOLLIS		1d2 110
Authorized Signature	Title	Date
Ronca Hollis		
Printed Name		

#### **EXHIBIT A**

#### **AGENCY INFORMATION SECURITY POLICY**

## **Administrative Policies**

Policy Name: Information Security Policy

Number IRM 7 (2)
Issuing Section: IT Services
Review/Revision Date: 12/20/12

Issue Date: 12/03/08

Type: Amended Executive Team Review: 12/20/12

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: Laurie A. Warner, Director

Policy:	The agency shall have in place policy procedures to make certain that information assets are protected to ensure confidentiality, integrity, and availability. The procedures describe agency methods for protecting information assets physically from unauthorized use or modification and from accidental or intentional damage or destruction and are used by authorized personnel for approved business purposes. The procedures cover the life span of information assets from creation through useful life and proper disposal.
Application:	This policy applies to all Oregon Employment Department information users including employees, contractors, vendors, consultants, volunteer workers, business partners and other authorized individuals accessing OED information resources.
Procedure Location:	General Security Practices  Employee Security  Telecommuting and Telework Information Asset Classification Information Security Program Macro Development Mobile Communications/Computing Devices Transporting Information Assets Electronic Storage Media Disposal

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	Incident Response
	Business Continuity
Dognopolibilitios	Information Security Responsibilities
Responsibilities:	Intermediate Security 1 (Separation Interest Separation Interest S
Links:	DAS Policy for Acceptable Use of State Electronic Resources, 03-21
	Acceptable Use of Information Related Technology End User Agreement
	OED Confidentiality Manual
	OED Commitment to Confidentiality Form 101 OED Policy Collection and Disabeture of systems Information ADM 12 (1)
	OED Policy, Collection and Disclosure of customer Information ADM 12 (1) OED Information Security IRM7 (2) Acknowledgement Form
Authority	Applicable Laws, Regulations, and Guidance Directives
Authority:	a) Oregon Identity Theft Protection Act
	b) OAR Division 800, 125-800-005 12-800-0020 State Information
	Security
	c) ORS 164.377 Computer crime
	d) State of Oregon Technical Architecture, Security Architecture
	e) ORS 291.037 Legislative findings on information resources
	f) ORS 291.038 State agency planning, acquisition, installation
	and use of information and telecommunications technology;
	integrated videoconferencing; on-line access service;
	Stakeholders Advisory Committee; rules g) ORS 291.110 Achieving Oregon benchmarks; monitoring
	agency progress
	h) ORS 192.501 Public records conditionally exempt from
	disclosure
	i) ORS 192.502 Other public records exempt from disclosure
	j) ORS 657.665 Employment Department administration; OAR
	471-010-0080 through 0125, OAR 414-050-0010, OAR 414-
	06100070 provide additional authority for access, use, and
	disclosure
	k) ORS 192.660 Executive sessions permitted on certain matters;
	procedures; news media representatives' attendance; limits  I) Children's Online Privacy Protection Act
	m) Clinger-Cohen Act of 1996, Division E
	n) Computer Security Act of 1987
	o) Health Insurance Portability and Accountability Act
	p) Gramm-Leach Bliley Act (Pub L. 106-102)
	q) Electronic Communication Privacy Act of 1986
	r) Wiretap Act (Title III)
	s) Federal Information Security Management Act of 2002 (H. R.
	2458—48), Title III—Information Security t) Computer Fraud and Abuse Act
	t) Computer Fraud and Abuse Act

#### INFORMATION SECURITY RESPONSIBILITIES

The purpose of information security policy is to establish and maintain a standard of due care to prevent misuse or loss of state agency information assets. Policy provides management direction for information security to conform with business requirements, laws, and administrative policies. The Oregon Employment Department (OED) must provide for the integrity and security of its information assets by establishing appropriate internal policies and procedures for preserving the integrity and security of each automated, paper file, or data base including:

- Establishing and maintaining management and staff accountability for protection of OED information assets.
- Establishing and maintaining processes for the analysis of risks associated with OED information assets.
- Establishing and maintaining cost-effective risk management practices intended to preserve OED's ability to meet state program objectives in the event of the unavailability, loss or misuse of information assets.
- 4. Agreements with state and non-state entities to cover, at a minimum, the following:
  - a. Appropriate levels of confidentiality for the data based on data classification.
  - b. Standards for transmission and storage of the data, if applicable.
  - Agreements to comply with all state policy and law regarding use of information resources and data.
  - d. Signed confidentiality statements.
  - Agreements to apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used.
  - Agreements to notify the state data owners promptly if a security incident involving the data occurs.
- Establishing appropriate departmental policies and procedures to protect and secure IT infrastructure, including:
  - a. Technology upgrade policy, which includes, but is not limited to operating system upgrades on servers, routers, and firewalls. The policy must address appropriate planning and testing of upgrades, in addition to departmental criteria for deciding which upgrades to apply.
  - b. Security patches and security upgrade policy, which includes, but is not limited to, servers, routers, desktop computers, mobile devices, and firewalls. The policy must address application and testing of the patches and/or security upgrades, in addition to departmental criteria for deciding which patches and security upgrades must be applied, and how quickly.

- c. Firewall configuration policy, which must require creation and documentation of a baseline configuration for each firewall, updates of the documentation for all authorized changes, and periodic verification of the configuration to ensure that it has not changed during software modifications or rebooting of the equipment.
- d. Server configuration policy, which must clearly address all servers that have any interaction with Internet, extranet, or intranet traffic. The policy must require creation and documentation of a baseline configuration for each server, updates of the documentation for all authorized changes, and periodic checking of the configuration to ensure that it has not changed during software modifications or rebooting of the equipment.
- e. Server hardening policy, which must cover all servers throughout the department, not only those that fall within the jurisdiction of the department's IT area. The policy must include the process for making changes based on newly published vulnerability information as it becomes available. Further, the policy must address, and be consistent, with the department's policy for making security upgrades and security patches.
- f. Software management and software licensing policy, which must address acquisition from reliable and safe sources, and must clearly state the department's policy about not using pirated or unlicensed software.
- g. Ensuring that the use of peer-to-peer technology for any non-business purpose is prohibited. This includes, but is not limited to, transfer of music, movies, software, and other intellectual property. Business use of peer-to-peer technologies must be approved by the CIO and ISO.
- Requiring that if a data file is downloaded to a mobile device or desktop computer from another
  computer system, the specifications for information integrity and security which have been
  established for the original data file must be applied in the new environment.
- 7. Establishing policy requiring encryption, or equally effective measures, for all personal, sensitive, or confidential information that is stored on portable electronic storage media (including, but not limited to, mobile phones, blackberries, palm pilots, diskettes, CDs, DVDs, and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). This policy does not apply to mainframe and server tapes.

#### ORGANIZING INFORMATION SECURITY

OED executive management must be visibly committed to information security and the practice of risk management. Risk management must be based upon an appropriate division of responsibility among management, technical, and program staff, with written documentation of specific responsibilities. OED security policies and procedures must be fully documented, and agency staff must be knowledgeable about those policies and procedures. This section identifies the framework management establishes for the implementation of information security.

#### AGENCY MANAGEMENT RESPONSIBILITIES

Executive Management – OED's director has ultimate responsibility for information technology security, risk management, and privacy within the agency. The director is responsible and shall take reasonable measures for implementation of, and compliance with, the state security policy and will be

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016) Page 24 of 84 Updated: 02/2016 accountable for the computerized information resources held by OED. The director is responsible for the integrity of computerized information resources and the authorization of access to those resources. All OED employees share in this responsibility as well.

Chief Information Officer - The Chief Information Officer (CIO) will approve all new or revised information security policies, following review by the Administrative Policy Council and/or IT Governance Committee. The Chief Information Officer is responsible for the configuration and operation of the Department's information technology resources and for the development and enforcement of security policies.

Information Security Officer - Oversight responsibility at the agency level for ensuring the integrity and security of automated and paper files, databases, and computer systems must be vested in OED's Information Security Officer (ISO). The ISO is required to oversee agency compliance with policies and procedures regarding the security of information assets. The ISO must be directly responsible to OED director for this purpose and will be of a sufficiently high-level classification that he or she can execute the responsibilities of the office in an effective and independent manner. It is acceptable to create this reporting relationship on a functional basis rather than reorganize the department. To avoid conflicts of interest, the ISO should not have direct responsibility for information processing, technology operations, or for agency programs that employ confidential information.

Information Security Administrator - The Information Security Administrator is responsible for performing the following duties:

- Monitoring the implementation and effectiveness of security measures.
- Developing and maintaining expertise in security as it relates to rapidly changing technology through literature, education, and interaction with other professionals.
- 3. Initiating protective and corrective measures if a security problem is discovered.
- 4. Promoting information security awareness throughout the Department.
- 5. Performing periodic information security risk assessments.
- Ensuring that access to system and application software is granted only to users who have direct need to access the software to perform their assigned job duties.
- Investigating any actual or potential information security incidents and following up investigations with written reports.
- Evaluating and recommending new information security technologies and new threat countermeasures.
- 9. Identify security risks and recommend appropriate remedies.

Operational Recovery Coordinator - OED must designate an Operational Recovery Coordinator to represent the agency in the event of a disaster or other event resulting in the severe loss of IT systems capability. The designated individual must have sufficient knowledge of information management and information technology within the agency to work effectively with the data centers and vendors in reestablishing information processing and telecommunications services after an event has occurred. The

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016) name, title, business address, and phone number of the coordinator must be submitted to Executive Management with OED's Operational Recovery Plan.

Technical Management - OED information technology management is responsible for (1) implementing the necessary technical means to preserve the security, privacy, and integrity of OED's information assets and manage the risks associated with those assets, and (2) acting as a custodian of information. System and Application Administrators are responsible for configuring systems and applications to meet the security controls documented in the guidelines of this policy procedure.

Program Management - OED program managers and supervisors are responsible (1) for specifying and monitoring the integrity and security of information assets and the use of those assets within their areas of program responsibility, and (2) for ensuring that program staff and other users of the information are informed of and carry out information security and privacy responsibilities, and are responsible for ensuring that their employees are aware of and observe all of the security requirements outlined in policy.

The establishment of positions to meet OED information security responsibilities must be justified in accordance with established personnel and budgetary requirements.

#### ASSET PROTECTION

OED must provide for the integrity and security of its information assets by identifying all automated files and data bases for which OED has ownership responsibility, and ensuring that responsibility for each automated file or data base is defined with respect to the following:

- 1. Owners of the information within the agency.
- Custodians of the information.
- 3. Users of the information.
- Classification of information to ensure that each automated file or database is identified as to its information class in accordance with law and administrative policy.

#### OWNERSHIP OF INFORMATION

The owner of information resources is the Manager of the functional unit that is responsible for carrying out the program which uses the information resource. When the information is used by more than one program, considerations for determining ownership responsibilities include the following:

- 1. Which program collected the information.
- 2. Which program is responsible for the accuracy and integrity of the information.
- Which program budgets the costs incurred in gathering, processing, storing, and distributing the information.
- Which program has the most knowledge of the useful value of the information.
- Which program would be most affected, and to what degree, if the information were lost, compromised, delayed, or disclosed to unauthorized parties.

#### RESPONSIBILITY OF OWNERS OF INFORMATION

The responsibilities of owners consist of:

- Classifying each file or database for which it has ownership responsibility in accordance with the need for precautions in controlling access to and preserving the security and integrity of the file or data base.
- Defining precautions for controlling access to and preserving the security and integrity of files and data bases that have been classified as requiring such precautions.
- 3. Authorizing access to the information in accordance with the classification of the information and the need for access to the information.
- 4. Judging the value of the information to the Department. Specifying controls over the information and communicating the control requirements to the CIO or other custodian of the resource, and to users.
- 5. Monitoring and ensuring compliance with agency and state security policies and procedures affecting the information.
- Identifying for each file or data base the level of acceptable risk.
- 7. Filing Information Security Incident Reports (form link) with the Information Security Office.

The ownership responsibilities must be performed throughout the life cycle of the file or database, until its proper disposal. Program units that have been designated owners of automated files and data bases must coordinate these responsibilities with the agency Information Security Officer.

#### RESPONSIBILITY OF CUSTODIANS OF INFORMATION

An Information Custodian is the person responsible for overseeing and implementing the necessary safeguards to protect the information assets at the level classified by the Information Owner. This could be controlling access to a computer network, a specific application program or even hardware.

The responsibilities of a custodian of an automated file or database consist of:

- 1. Complying with applicable law and administrative policy.
- 2. Complying with any additional security policies and procedures established by the owner of the automated information and OED's Information Security Officer.
- 3. Advising the owner of the information and OED's Information Security Officer of vulnerabilities that may present a threat to the information and of specific means of protecting that information.
- 4. Notifying the owner of the information and OED's Information Security Officer of any actual or attempted violations of security policies, practices and procedures.

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#### RESPONSIBILITY OF USERS OF INFORMATION

The responsibilities of a user of information consist of:

- 1. Using state information assets only for state authorized purposes.
- 2. Complying with applicable laws and administrative policies (including copyright and license requirements) and established controls, as well as any additional security policies and procedures established by the owner of the information and OED's Information Security Officer.
- 3. Preventing the unauthorized disclosure of information in their possession.
- 4. Notifying the owner of the information and OED's Information Security Officer of any actual or attempted violations of security policies, practices and procedures.

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SUBJECT: Acceptable Use of State Information Assets NUMBER: 107- 004-110

DIVISION: Enterprise Information Strategy and Policy EFFECTIVE DATE: 01-01-2010

APPROVED:

POLICY/ The purpose of this policy is to inform authorized users of state agency information

AUTHORITY:

PURPOSE:

ORS 184.305, ORS 184.340, ORS 291.015, ORS 291.016, ORS 291.018, ORS 291.026, ORS 291.034, ORS 291.037, and ORS 291-038, ORS 811.507 and HB 2377

assets of the appropriate and acceptable use of information, computer systems and

[2009 Session]

devices.

APPLICABILITY:

All individuals who have been granted access to state agency information-related technology or systems, including but not limited to, "User" as defined in the Definitions section below. This section applies to all Executive Branch agencies as defined in ORS 174.112, except as provided in ORS 182.122 and 182.124 and OAR 125-800-0020(3)(a) and (b) and (4) as they apply to the State Board of Higher Education and the Oregon University System, the Oregon State Lottery, Secretary of State, State Treasurer, and the Attorney General. Other agencies may follow this policy at their option.

#### **DEFINITIONS:**

#### Control

Means of managing risk, including policies, procedures, guidelines, practices or organizational structures, which can be of administrative, technical, management, or legal nature.

## Encryption

Use of an algorithmic process to transform data into a form in which the data is rendered unreadable or unusable without the use of a confidential process or key.

#### Information Asset

Any knowledge that can be communicated or documentary material, regardless of its physical form or characteristics that has value to the organization.

#### Information System

Computers, hardware, software, storage media, networks, operational procedures and processes used in the collection, processing, storage, sharing or distribution of information within, or with an access beyond ordinary public access to, the state's shared computing and network infrastructure.

#### Mobile Communication Device (MCD)

A text messaging device or a wireless, two-way communication device designed to receive and transmit voice or text communication including mobile Global Positional System (GPS).

# User

All state employees, volunteers, their agents, vendors and contractors, including those users affiliated with third parties who access state information assets, and all othesr authorized to use state information technology for the purpose of accomplishing the state's business objectives and processes.

POLICY NAME: Acceptable Use of State Information Assets POLICY NUMBER: 107-004-110

ATTACHMENTS: Attachment A - ORS 164.377, Computer Crime Attachment B - Acceptable Use Agreement

#### **GUIDELINES:**

#### I. State Business:

Information, computer systems and devices are made available to users to optimize the business process of the State of Oregon. Any use of information, computer systems and devices shall comply with this policy. Agencies will put in place policies, procedures and practices that enable compliance, deter misuse, and detect policy violations. Notwithstanding specific prohibitions in this policy, public officials carrying out agency missions or functions permitted by law are not prohibited by any part of this policy from performing their official duties or responsibilities. State agencies shall approve and document any exceptions to this policy. Agencies may adopt more restrictive policies based on business requirements. Users of state information assets are responsible for complying with the provisions of this policy and agency-promulgated supporting policies, procedures and practices.

See the "DEFINITIONS" section for explanation of key terms used in this policy.

# Systems and Information are State Property

State information, computer systems and devices are provided for business purposes only and information on those systems are the sole property of the State of Oregon, subject to its sole control unless an overriding agreement or contract exists to the contrary. No part of state agency systems or information is, or may become the private property of any system user. The state owns all legal rights to control, transfer, or use all of any part or product of its systems. All uses shall comply with this policy and any other applicable state policies and rules that apply. State agencies are responsible for controlling and monitoring their systems and protecting their information assets. All information stored within applications, systems and networks are the property of the State of Oregon. Users shall comply with public records retention laws and rules.

# Access and Control

The State of Oregon reserves, and intends to exercise, all rights relating to all information assets. State agencies are responsible for granting and monitoring users' access only to systems and information required to do their work, and for revoking user access in a timely manner. A state agency may withdraw permission for any or all use of its systems at any time without cause or explanation.

# Lawful, Ethical and Inoffensive Use

#### Professional Conduct

Use of state information assets shall not be false, unlawful, offensive, or disruptive. State networks and systems shall not be used to intentionally view, download, store, transmit, retrieve any information, communication or material which: is harassing or threatening; is obscene, pornographic or sexually explicit; is defamatory; makes discriminatory reference to race, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability; is untrue or fraudulent; is illegal or promotes illegal activities; is intended for personal profit; condones to foster hate, bigotry. discrimination or prejudice; facilities Internet gaming or gambling; or contains offensive humor.

# Legal Compliance

Use of state information systems shall be in compliance with copyrights, license, contracts, intellectual property rights and laws associated with data, software programs, and other materials made available through those systems.

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POLICY NAME: Acceptable Use of State Information Assets

#### Security

Any use of state information systems shall respect the confidentiality of other users' information and shall not attempt to: (i) access third party systems without prior authorization by the system owners; (ii) obtain other users' login names or passwords; (iii) attempt to defeat or breach computer or network security measures; (iv) intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author or responsible business owners; (v) peruse the files or information of another user without specific business need to do so and prior approval from the author or responsible business owner.

POLICY NUMBER: 107-004-110

#### Data Integrity

Users shall not knowingly destroy, misrepresent, or otherwise change the data stored in state information systems.

#### Operational Efficiency

Operation or use of information assets shall be conducted in a manner that will not impair the availability, reliability or performance of state business processes and systems, or unduly contribute to system or network congestion.

#### Accounts and Account Passwords

All users shall be property authorized and authenticated to use state information assets.

# Software Installation, Downloads, Security

III.

Non-approved software, including screen savers, shall not be downloaded or installed from the Internet or other external sources (including portable computing and storage devices) without prior consent from the state agency. Any software that would result in copyright violations shall not be downloaded onto state systems.

#### Remote Login

Access to state agency networks from remote locations is not allowed except through the use of agency-approved and agency-provided remote access systems or software. Agencies may allow remote access from non-state devices to access e-mail via a Web page.

#### Use of E-mail

E-mail is to be used only for state related business; however, agency directors may allow employees limited, incidental personal use. Sending e-mail or other electronic communications that attempts to hide the identity of the user or represent the user as someone else is prohibited. No use of scramblers, re-mailer services, drop-boxes or identity-stripping methods is permitted E-mail may be used for union business per the contract. E-mails are public record and state agencies and all users are responsible for ensuring compliance with archiving and public records laws. Confidential information transmitted externally shall be appropriately protected.

### Hardware Installation

Hardware devices shall not be attached to a state provided computer that the user does not employ in the user's assigned work. Privately owned devices shall not be connected to state networks. computers (including remotely used computers) or other equipment without approval of the agency prior to connection. All hardware attached to state systems shall be appropriately configured. protected and monitored so it will not compromise state information assets.

IV.

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POLICY NAME: Acceptable Use of State Information Assets POLICY NUMBER: 107-004-110

#### Personal Use

#### Personal Use of Internet, Networks and Services

Using the Internet increases the risk of exposing state information assets to security breaches. The state can only accept this risk for business use; however agency directors may allow employees limited, incidental personal use as long as there is no or insignificant cost to the state and such use does not violate these guidelines. State agencies have sole discretion to determine if an employee's use is personal or business. Business use includes accessing information related to employment with the state, including all rights per the union contract. Approved sites for this purpose are PEBB, PERS, EAP, the Oregon JOBS page, Oregon Savings Growth Plan, and union contractual information. Use in cases of emergency or to check weather conditions may be deemed acceptable based on agency policy. Use shall not include playing computer games, whether Internet, personal, or those included with approved software applications. State systems may not be used for: hosting or operating personal Web pages; non business-related postings to Internet groups, chat rooms, Web pages, or list serves; or creating, sending, or forwarding chain e-mails. State agencies may allow the use of Instant Messaging (IM) and other communications/messaging alternatives for business purposes. Agencies may allow the use of streaming video/audio for business purposes. However, these uses shall be approved, documented, adequately secured, and comply with public records and archiving laws.

#### Personal Use of Audio CDs. DVDs

State agencies may allow users to play audio CDs or DVDs using state equipment (per state agency policy) provided it does not interfere with their or other's work. Users are not allowed to transfer music from the CD to the workstation or notebook hard drive or MCD. Audio CDs that require the user to install software on the workstation or notebook computer or MCD may not be played. State agency workstations and notebook computers may not be used to make "compilation" CDs or to "burn" audio or video disks for personal use. State workstation and notebook computers are not be used to transfer music to portable music players. Peer-to-Peer (P2P) file sharing is prohibited on the state network. State agencies shall approve and document any exceptions.

## Personal Use of Encryption

Personal hardware or software may not be used to encrypt any state or agency owned information so as to deny or restrict access to a public official who has a valid, job-related interest or purpose in the information, except in accordance with express prior permission and direction from the agency director.

### Personal Solicitation

State Information systems shall not be used for personal solicitation. For example, systems shall not be used to lobby, solicit, recruit, sell, or persuade for or against commercial ventures, products, religious or political causes or outside organizations.

### Public Use of State Systems

Agency-provided e-mail systems and Internet access for the public shall be appropriately secured in order to properly protect state information assets.

#### Monitoring, Control and Compliance

State agencies are responsible for monitoring use of information systems and assets. Agencies will, at a minimum, monitor on a random basis and for cause. Monitoring systems or processes will be used to create usage reports and resulting reports will be reviewed by agency management for compliance.

#### Violation

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POLICY NAME: Acceptable Use of State Information Assets POLICY NUMBER: 107-004-110

Violation of terms of this policy can result in limitation, suspension or revocation of access to state information assets and can lead to other disciplinary action up to an including dismissal from state service. Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377 (see Attachment A).

#### **PROCEDURES:**

#### Step Responsible Party

Agency Director

#### Action

Each agency director is responsible for:

- a. Ensuring that their agency has sufficient safeguards in place to ensure that expenditures for state information assets are restricted to those necessary for the conduct of official business. This includes ensuring that there are sufficient internal controls.
- Ensuring appropriate usage of state information assets and compliance with applicable rules and policies.
- Ensuring that only charges incurred by Authorized users conducting official state business are paid by the State.
- 2. Division Administrator

The division administrator is responsible to enforce this policy and:

- Informing employees of this policy and obtaining employee signature on Acceptable Use Agreement for all employees using state information assets in the scope of employment.
- Providing a good example of state information asset use, and in guarding against excessive or inappropriate use of such assets by employees.
- Maintaining accurate record of violations of this policy.
- d. Implementing a maintenance program and immediate withdrawal from service of any computer or device with mechanical defects, and regular inspection and maintenance.
- Manager of the Authorized User

The Manager of the Authorized User is responsible for:

- a. Ensuring that the Authorized User:
  - Has received training on acceptable use, understands their responsibilities and signs an Acceptable Use Agreement.
  - ii. Knows the importance of protecting confidential and sensitive information contained on information assets that can be released during voice/data transmissions or with the loss or theft of a MCD.
  - iii. Receives a copy of the policies.
- Coordinating with the agency's Human Resources office on violations of acceptable use of state information assets.
- d. At least annually, review and validate Plan Charges and Authorized Users to ensure that expenditures meet the requirements under this policy.
- Authorized User

The Authorized User is responsible for:

POLICY NAME: Acceptable Use of State Information Assets

a. Taking reasonable steps to ensure the physical security of state information assets. Report missing, lost or stolen state information assets to their Manager immediately.

POLICY NUMBER: 107-004-110

- b. Using the state information assets in a manner consistent with the Acceptable Use Agreement.
- c. Taking reasonable steps to prevent the release of confidential or sensitive information either during the voice/data transmission or from the loss/theft of a MCD.
- d. Understanding that sanctions, including dismissal, may result from the unauthorized use of state information assets.
- e. Understanding that using a MCD while driving a vehicle on state business requires the use of a hands-free accessory unless specifically exempt. Any traffic violations or payment of fines imposed for violation of any applicable laws are the User's personal responsibility.

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POLICY NUMBER: 107-004-110

POLICY NAME: Acceptable Use of State Information Assets

### Attachment A

#### ORS 164.377 - Computer Crime

### 164.377 Computer crime. (1) As used in this section:

- (a) To "access" means to instruct, communicate with, store data in, retrieve data from or otherwise make use of any resources of a computer, computer system or computer network.
- (b) "Computer" means, but is not limited to, an electronic, magnetic, optical electrochemical or other high-speed data processing device that performs logical, arithmetic or memory functions by the manipulations of electronic, magnetic or optical signals or impulses, and includes the components of a computer and all input, output, processing, storage, software or communication facilities that are connected or related to such a device in a system or network.
- (c) "Computer network" means, but is not limited to, the interconnection of communication lines, including microwave or other means of electronic communication, with a computer through remote terminals or a complex consisting of two or more interconnected computers.
- (d) "Computer program" means, but is not limited to, a series of instructions or statements, in a form acceptable to a computer, which permits the functioning of a computer system in a manner designed to provide appropriate products from or usage of such computer system.
- (e) "Computer software" means, but is not limited to, computer programs, procedures and associated documentation concerned with the operation of a computer system.
- (f) "Computer system" means, but is not limited to, a set of related, connected or unconnected, computer equipment, devices and software. "Computer system" also includes any computer, device or software owned or operated by the Oregon State Lottery or rented, owned or operated by another person or entity under contract to or at the direction of the Oregon State Lottery.
- (g) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, "Data" may be in any form, in storage media, or as stored in the memory of the computer, or in transit, or presented on a display device. "Data" includes, but is not limited to, computer or human readable forms of numbers, text, stored voice, graphics and images.
- (h) "Property" includes, but is not limited to, financial instruments, information, including electronically produced data, and computer software and programs in either computer or human readable form, intellectual property and any other tangible or intangible item of value.
- (i) "Proprietary information" includes any scientific, technical or commercial information including any design, process, procedure, list of customers, list of suppliers, customers' records or business code or improvement thereof that is known only to limited individuals within an organization and is used in a business that the organization conducts. The information must have actual or potential commercial value and give the user of the information an opportunity to obtain a business advantage over competitors who do not know or use the information.
  - (j) "Services" include, but are not limited to, computer time, data processing and storage functions.
- (2) Any person commits computer crime who knowingly accesses, attempts to access or uses, or attempts to use, any computer, computer system, computer network or any part thereof for the purpose of:
  - (a) Devising or executing any scheme or artifice to defraud:
- (b) Obtaining money, property or services by means of false or fraudulent pretenses, representations or promises; or
  - (c) Committing theft, including, but not limited to, theft of proprietary information.
- (3) Any person who knowingly and without authorization alters, damages or destroys any computer. computer system, computer network, or any computer software, program, documentation or data contained in such computer, computer system or computer network, commits computer crime.

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POLICY NUMBER: 107-004-110

POLICY NAME: Acceptable Use of State Information Assets

- (4) Any person who knowingly and without authorization uses, accesses or attempts to access any computer, computer system, computer network, or any computer software, program, documentation or data contained in such computer, computer system or computer network, commits computer crime.
- (5)(a) A violation of the provisions of subsection (2) or (3) of this section shall be a Class C felony. Except as provided in paragraph (b) of this subsection, a violation of the provisions of subsection (4) of this section shall be a Class A misdemeanor.
- (b) Any violation of this section relating to a computer, computer network, computer program, computer software, computer system or data owned or operated by the Oregon State Lottery or rented, owned or operated by another person or entity under contract to or at the direction of the Oregon State Lottery Commission shall be a Class C felony. [1985 c.537 §8; 1989 c.737 §1; 1991 c.962 §17; 2001 c.870 §18]

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# **Administrative Policies**

Policy Name: Customer Information Disclosure (Confidentiality)			Number: ADM 12 (2)
Issuing Section: Administrative Revision Date: 08/18/200			Issue Date: 05/20/99
	ences: Social Sec DAR 414-061-0070	urity Act, <u>ORS 657.665</u> , <u>OAR 47</u>	1-010-0080 through 0125, OAR
Type: □ Adopt	⊠ Amended □ Rep	peal   Temporary (effective until: 90 days	s from issue date)
Policy Council Approval:		Staff Review:	Executive Team Approval:
Policy & Procedure Administrator: Janet Orton, Confidentiality Coordinator			
Contact Information: (503) 947-1724			
Approval: Date Spring Care Laurie A. Warner, Director			<u>ଅଧ୍ୟ (୦୫</u>
Policy:	disclosure, specifically ORS 657.665, OAR 471-010-0080 through 0125, OAR 414-050-0010, OAR 414-061-0070(3)(c).  Briefly, ORS 657.665 states "all information in the records of the Employment Department pertaining to the administration of the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the unemployment insurance, employment service and labor market information programs in Oregon."		
Application:	The Automotive Control of the Contro		
Links:	ORS 657.665 – Customer Information and Disclosure Statute  OAR 471-010-0080 through 0125 – Customer Information and Disclosure Rule  OAR 414-050-0010 – Child Care Division, Social Security Numbers  OAR 414-061-0070(3)(c) – Child Care Division, Records Checks  Confidentiality Handbook		
Procedure Location:	The procedure regarding customer information and disclosure (confidentiality) is the Confidentiality Handbook located on EdWeb.  All employees must read and sign a Commitment to Confidentiality (Form 0101) agreeing that they understand that all information in the records is confidential and not for release except under certain circumstances.  Additional questions regarding confidentiality should be directed to supervisors.		

ADM12(2)\_Confidentiality\_Policy.do

# **Administrative Procedures**

Procedure Name: General Security Practices

Information Security Policy, IRM 7 (2) Accompanying Policy:

**Issuing Section:** IT Services Review/Revision Date: 12/20/12

Issue Date: 12/03/08

Leslie Cummings Policy & Procedure Administrator:

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: IT Governance Committee

Leslie Cummings, ISPM

Date: 12/20/2012

The purpose of this procedure is to provide information regarding OED's general Summary:

security practices. It describes the following general security practices and

includes procedural requirements for each topic:

1. Physical and Environmental Security

- 2. Access Control, Integrity, and Data Security
- 3. Software Control
- 4. Network Security
- 5. Maintenance
- 6. Personal Use
- 7. Audit and Accountability
- 8. Security Awareness Training and Education
- 9. Business Continuity and Disaster Recovery Management
- 10. Compliance, Reporting and Enforcement

#### Detail: 1. Physical and Environmental Security

Physical security practices prevent unauthorized physical access, damage, and interruption to OED information, systems, and other property. Physical security practices for each facility must be sufficient to protect the types of information and property housed in that facility. OED management and staff shall take the appropriate physical security measures to provide:

1. Management control of physical access by agency staff and others to information assets (including personal computer systems, computer

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- terminals, and mobile devices) by agency staff and others.
- 2. Prevention, detection, and suppression of fires.
- 3. Prevention, detection, and minimization of water damage.
- 4. Protection, detection, and minimization of loss or disruption of operational capabilities due to electrical power fluctuations or failure.
- 5. Protection and minimization of loss from theft or damage.

# **Procedural Requirements:**

**Secure Locations**. Host computers, servers and other essential computer devices such as routers and switches shall be stored in locations that protect them from unauthorized physical access. Access control devices such as locks or key cards shall be used to secure these locations. Designated agency staff shall provide escort when non-authorized persons such as repair personnel require access.

**Location Selection**. Physical locations for all computer related equipment shall be selected to protect against equipment and information loss by theft, flood, fire, and other disasters.

**LAN Connection Points.** All unused LAN connection points (RJ45 jacks) shall be disabled by disconnecting them from hubs or switches.

**Review of New Connections to Outside Sources**. Proposed access to or from a network external to the agency must be reviewed and approved by the Security Administrator prior to establishment of the connection.

**Platform-specific Security**. Platform-specific security must be established, implemented and periodically reviewed and revised as necessary to address vulnerabilities of that platform. This shall be accomplished by the Technical Support Center for workstations and laptops, by the appropriate Data Administrator for data, and by the appropriate System Administrator for host computers and servers.

**Laptop, Notebook, and Portable Computer Devices**. Portable computing devices (mobile phones, palm pilots, diskettes, CDs, DVDs, flash drives, and other such devices) must not be left unattended at any time unless the device has been secured. Where possible when traveling, users shall keep OED portable computers and other portable devices with the carry-on hand luggage. All mobile computing devices shall be encrypted as specified in the Mobile Communications/Computing Device Policy.

**Network Connections.** Employment Department network connections to external networks may be established only by Information Technology Services Network Support staff. Such connections may only be established after technical review by the staff managing the office's wide area and local area network connections (Department of Administrative Services or Department of Human

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016) Services, and OED Information Technology Services, Network Support). The office manager shall make the review request by contacting the OED Network Support Unit. Furthermore, such connections may be established only with signed contracts between OED and the owners of the external network. These contracts must go through the normal agency contract clearance process.

# 2. Access Control, Integrity, and Data Security

Information which has been inappropriately modified or destroyed (by employees or others) can adversely impact public policy or the rights of citizens. Consequently, the accuracy and completeness of information systems and the data maintained within those systems are a management concern. OED shall establish controls to ensure that data entered into and stored in its automated files and data bases are complete and accurate, as well as ensure the accuracy of disseminated information. Depending upon the nature of the information being protected and the threats to which it is subjected, additional measures may be required to ensure data integrity and security. Security measures to prevent unauthorized access include methods ranging from password protection to encryption.

OED shall develop, document, and disseminate Access Control policy and procedures to facilitate implementing access control security controls. Security controls include account management, access enforcement, limiting access to those with a need-to know, information-flow enforcement, separation of duties, least privilege, unsuccessful login attempts, system use notification, session locks, session termination, and remote access.

# **Procedural Requirements:**

**System Acquisition.** OED shall develop, document, disseminate, and update as necessary System and services acquisition policy and procedures to facilitate implementing system and services acquisition controls. Such system and services acquisition controls include information system documentation and outsourced information system services.

**Access Control.** Access rights to computer services and information shall be authorized on the basis of strict "need to know" and the requirements of "least privilege".

**Identification and Authentication.** Authorized users shall be assigned unique user identifications for access to OED network and information systems. User identifications must be used only by the assigned user. Authorized users are responsible for activities taken using their assigned user identification and password. OED assigned user identifications shall not be used as personal user identifications outside of OED network systems (e.g., non-OED websites, Internet,

Page 40 of 84 Updated: 02/2016 Yahoo, AOL, etc.). User accounts shall not be shared.

 Group/Job Identification. In circumstances where there is a clear business need, an exception may be granted for assignment of unique identification for a group of users or a specific job. Approval for exception shall be obtained from the Information Security Office, documented, and reviewed annually. Additional controls may be required to maintain accountability.

The information system must be configured to uniquely identify users, devices, and processes via the assignment of unique user accounts and validate users (or processes acting on behalf of users) using standard authentication methods such as passwords, tokens, smart cards, or biometrics.

OED shall manage the user accounts assigned to the information system.

**Password Policy.** Passwords are an important aspect of computer security used in combination with unique user identifications. They are the front line of protection for OED information systems. A poorly chosen password may result in the compromise of the OED's entire corporate network. As such, all OED employees (including contractors and vendors with access to OED systems) are responsible for taking the appropriate steps outlined in <u>password details</u> to select and secure their passwords.

**Use of Automatic Logons.** Authorized users shall not facilitate any logon procedure using keyboard macro programming or scripting.

**User Accounts.** New user accounts, changes to existing accounts, and account deletions shall be requested by management service personnel or authorized staff. The Network User Request Form (NURF) on EDWEB shall be used to make these requests. The user must have signed the Commitment to Confidentiality before the account is requested.

Who Is Authorized to Have Accounts. All OED staff are authorized for access to accounts for systems and applications required to perform their assigned duties. Business partners may be authorized to access systems and data based on applicable law and under established contractual agreements with OED. Authorized contractors and business partners needing accounts shall be granted access after signing the Commitment to Confidentiality, Appropriate Use, and OED Information Security forms. Contractor and business partner accounts shall be established with an expiration date and the access granted shall be the minimum access needed to perform work for OED. If the work is completed prior to the account expiration, the responsible manager must submit a Network User Change Request (NURF) to have the account deleted (or inactivated when the contractor

is expected to return at a later date).

**Proxy Access.** The use of proxy access is allowed for email and calendaring systems when appropriately authorized.

**Generic Accounts.** Generic accounts are allowed only:

- For desktop and network log in to provide a minimal access login for certain PCs in field offices. This may be done when the access is necessary to provide direct service to the public at a field office, front counter machine, and other approved exceptions (such as when the time needed for a worker to log in is not acceptable to the office manager due to PC sharing or quick rotation of front counter workers.)
- On networked PCs provided for public use (public display, resource room) for the purpose of printing to a nearby printer.

#### 3. Software Control.

**Acquisition, Development, and Maintenance.** OED must provide for the integrity and security of its information assets throughout their full life cycle beginning at acquisition and ending with appropriate disposal. Security is an integral component of all OED information technology activities. When implemented appropriately, security is a business enabler.

The system and information integrity policy and procedures are consistent with applicable laws, Executive Orders, directives, policies, regulations, standards, and guidance. OED System and Information Integrity standards are derived from Federal Information Processing Standards (FIPS), National Institute of Standards and Technology (NIST) Special Publication 800-53A.

**Systems Communications.** OED shall develop, document, disseminate, and update as necessary System and communications policy and procedures to facilitate implementing effective system and communications. These controls shall include the following; procedures to remove residual data, and procedures to provide transmission confidentiality and to validate cryptography.

**Virus Protection.** All agency workstations shall be equipped with up-to-date virus protection software with established methods for keeping the software up-to-date. However, because virus scanning software is limited to the detection of identified viruses, and since new and more sophisticated viruses are being developed constantly, care must still be taken when accessing incoming email and files received from across the network or on floppy disks. Employees shall contact the Technical Support Center if they see evidence that a virus has been transferred to OED systems.

**Downloading Software.** Only approved software shall be used on OED computers. Employees shall not download or install software without prior approval and assistance from the Technical Support Center, including freeware or shareware. Questions regarding what constitutes approved software shall be referred to the Technical Support Center.

Copyrights and Licensing of Software. Software shall be fully licensed and obtained only from a reputable source. Obtaining system software, applications, and automated data files from user's groups, bulletin boards, the Internet, or other information services shall be done only in accordance with department policy by authorized staff. OED adheres to all copyright laws and commercial software licensing agreements. Copyrighted software shall not be illegally duplicated or used on any OED computer system. The Technical Support Center shall periodically perform an inventory of all software on each computer system and audit against the organization's license agreement records to ensure that no illegal copies of commercial software are installed on any equipment.

**Disposal of Computer Software and Data.** Disk drives or other storage media on all computers to be reassigned or discarded shall be reviewed and all OED data and copyrighted software shall be removed. If the storage media cannot be accessed because the computer system is inoperable, the storage media shall be removed and destroyed separately.

**Cryptography** - Encryption, or equally effective measures, is required for all OED information stored on portable electronic storage media (including but not limited to CDs and thumb drives) and on portable computing devices (including but not limited to laptop and notebook computers). This policy does not apply to mainframe and server tapes. Alternatives to encryption shall be reviewed on a case-by-case basis and approved in writing by the Information Security Program Manager.

**Confidentiality of Data.** Use of the OED network and authorized access provides all staff access to information that is confidential. All OED employees and other authorized users must read, sign and comply with the OED Commitment to Confidentiality.

**System Usage.** All OED employees and other authorized users are responsible for actions they perform on computer systems or that are performed using their User ID and password. All OED Employees and other authorized users shall read, sign and comply with the Acceptable Use Policy and OED Information Security Policy. Prohibited uses include:

- Attempts to gain unauthorized access to systems, applications, or data.
- Assisting others in attempts to gain unauthorized access to systems,

- applications, or data.
- Knowingly destroying or modifying data without permission.
- Intentional or negligent exposure of OED systems to malicious software (viruses or worms) or infected files
- Using OED computer resources for personal gain.
- Leaving a workstation or other computer system unattended and unsecured.

**State and Federal Access, Privacy, and Confidentiality Laws.** All information, regardless of the medium in which it is maintained or communicated, is subject to applicable State and federal law governing access, the protection of privacy and prohibitions against unauthorized disclosure.

**Employment Changes.** Managers must report changes in employment status or job duties of staff or business partners to the designated Information Security Administrator. Personnel reports regarding employee status changes must be regularly provided to the Information Security Administrator.

**Vendor/Contractor Agreements.** All contracts and vendor agreements shall contain a requirement that any OED information obtained as a result of such an agreement shall be the property of OED and shall not be used, released or disclosed, without written authorization.

**Auditing.** Where the system will support it, and where the performance of the system can be maintained at an acceptable level, the following audit trail events shall be recorded:

- User logons, both successful and failed
- Unsuccessful attempts to access objects (resources) or perform functions that are denied by lack of privileges or rights
- Changes to a user's security privileges/profiles
- Changes to the system security configuration
- Modification of system-supplied software
- Activities of a specified User ID

**System and File Backup.** Data and software essential to the continuation of mission critical functions shall be backed up nightly. End user files stored on servers shall be backed up nightly. All central computer systems files shall be backed up (full backup) on a regular schedule. Backup tapes or other media shall be stored off-site.

**Configuration Management.** Configuration Management provides information about the components of OED information systems (e.g., the standard software installed on a workstation, server, network component, or mobile device including operating system/installed applications with current version numbers

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016) and patch information), network topology, and the logical placement of the component within the system architecture.

OED shall develop, document, disseminate and update as necessary Configuration Management policy and procedures must be to facilitate implementing configuration management security controls.

# 4. Network Security.

Network security is essential to protect OED information from unauthorized access. OED's network security begins with a user authentication process that requires strong, regularly changed passwords. In addition, the network firewall controls access to agency information and access to external sites. There are several OED policies in place that govern internet and email usage. As a standard practice, OED reserves the right to monitor use of agency technology resources.

# **Procedural Requirements:**

**Internet Acceptable Use Policy**. Department of Administrative Services (DAS) Policy 03-21 "Acceptable Use of State Electronic Resources" provides general State of Oregon policy on acceptable use of state electronic information systems. All OED employees shall read, sign and comply with this policy. The policy can be accessed on the OED internal web site: EDWEB.

**Personal email usage.** Incidental personal use of email is authorized provided it does not interfere with work or reflect unfavorably on OED. Racist, sexist, threatening, harassing or other inappropriate, discriminatory or derogatory language is strictly prohibited. Email shall not be used for any private commercial purposes or for any personal monetary interests or gain. Users' email is subject to state open records laws, and may be subject to future requests for public disclosure.

**Privacy Policy.** OED reserves the right to monitor and/or log all network and user activity with or without notice, including email and all web site communications. Therefore, users have no reasonable expectation of privacy in the use of OED information technology resources.

**Internet Firewall**. A firewall shall be placed between OED's network and the internet to protect internal network resources from being accessed except by trusted external sources, and to prevent internal users from accessing external services which pose significant security risks. Access to or from internal network resources shall be limited to that which is necessary to conduct OED business. The Security Administrator shall administer the firewall, and shall regularly audit and monitor Internet traffic to detect intrusion attempts. The firewall shall be configured to deny all services not expressly permitted. The specific firewall rules which have been adopted. Recommendations or requests for changes to the

firewall rules shall be forwarded to the Security Administrator.

**Internet Access Exception Process**. Department of Administrative Services Policy 03-21 "Acceptable Use of State Electronic Resources" states in part: "The agency intends to trace, review, audit, access, intercept, block, restrict, screen, delete, recover, restore, publish, or disclose any information, at any time without notice."

It also states: "Uses must be lawful and inoffensive. Uses of agency systems must not be false, unlawful, offensive, or disruptive. Unless agency duty requires it, no use shall contain profanity, vulgarity, sexual content, or character slurs. No use shall make rude or hostile reference to race, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability. Copyrighted or licensed information shall be used only with full legal right to do so."

OED has, in accordance with this State of Oregon policy, blocked inappropriate Internet sites. Recognizing that no block list is perfect, the following exception procedure may be followed to request a blocked site be opened for business purposes:

- When a website is blocked, a message to that effect shall be presented to the user with instructions and an option the user can select to request access to the blocked site.
- Submitted requests for access to blocked sites shall be evaluated by Information Technology Services. The requestor and requestor's supervisor shall receive an emailed response indicating either that the site was unblocked or the reason if the evaluation determines that the site should remain blocked.
- If the response from Information Technology Services indicates that the site shall remain blocked due to inappropriate content or a technical reason, and the requestor wishes to escalate the decision, requestor's next step is to take the issue to his or her supervisor for escalation to the appropriate Assistant Director for review and decision.

Remote Access to Agency Information. Remote external access to the OED network shall only be accomplished through approved methods implemented and maintained by the agency. The use of any non-agency system or device for remote access to OED data and information requires written approval from the Security Administrator prior to installation. Systems and devices shall be routinely (annually) evaluated for continued remote access needs, and for meeting current OED security requirements.

**Partner Networks.** Partner access to OED "partner network" systems and devices shall only be accomplished through OED approved methods implemented and maintained by the agency. Systems and devices shall be routinely (annually)

evaluated for continued partner access needs, and for meeting current OED security requirements. A business case will be required for any exceptions and may only be granted through written approval from the Information Security Administrator.

# 5. Maintenance.

OED shall develop, document, disseminate, and update as necessary Maintenance policy and procedures to facilitate implementing maintenance security controls. Such maintenance security controls include identifying and monitoring a list of maintenance tools and remote maintenance tools. Agencies must approve, control, and routinely monitor the use of information system maintenance tools and remotely executed maintenance and diagnostic activities. The agency allows only authorized personnel to perform maintenance on the information system.

OED shall develop and update a policy that addresses the processes used to test, validate, and authorize the security controls used to protect data and systems.

#### 6. Personal Use.

Information maintained in a personal computer system, including laptop computers and mobile devices, must be subjected to the same degree of management control and verification of accuracy that is provided for information that is maintained in central systems.

# **Procedural Requirements:**

**Personal computer security.** Files containing confidential or sensitive data shall not be stored in personal computer systems unless it can be demonstrated that doing so is in the best interest of OED and that security measures have been implemented to provide adequate protection. Proposals to use desktop or laptop computers to maintain or access files containing confidential or sensitive data as defined in the (Agency's Confidentiality Manual), must be approved by OED's Information Security Program Manager before implementation. The Information Security Program Manager shall determine whether the proposal complies with applicable policy and law. Personal systems and devices shall be routinely (annually) evaluated for continued OED data or information access needs, and for meeting current security requirements.

# 7. Audit and Accountability.

Agency audit and accountability standards are derived from Federal Information Processing Standards (FIPS), National Institute of Standards and Technology (NIST) Special Publication 800-53A, and IRS publication 1075.

OED shall develop, document, disseminate, and update as necessary Audit and

Accountability policy and procedures to facilitate implementing audit and accountability security controls. Such audit and accountability security controls include auditable events; content of audit records; audit storage capacity; audit processing; audit review, analysis and reporting; time stamps; protecting audit information and audit retention.

# 8. Security Awareness Training and Education.

OED shall develop, document, disseminate and update as necessary Awareness and Training policy and procedures to facilitate implementing awareness and training security controls. Such awareness and training security controls include security awareness and security training.

# 9. Business Continuity and Disaster Recovery Management.

Contingency Planning. Contingency Planning is addressed by the Statewide Business Continuity Planning policy 107-001-010 effective July 27, 2009. The policy is located at: http://www.oregon.gov/DAS/OP/docs/policy/state/107-001-010.pdf

OED must establish a Business Continuity Program by executive management with necessary resources. The program shall ensure the appropriate steps are taken to identify the impact of potential losses, maintain viable recovery strategies and plans, and ensure OED has the ability to continue its essential functions during a business disruption or major catastrophic event. The program controls shall include procedures for regular backup of automated files and databases, risk management, mitigation measures, and methods to ensure business continuation (Please see Business Continuity Policy Procedure).

Disaster Recovery Planning. Disaster recovery planning provides for continuity of computing operations in support of critical business functions, minimizes decision-making during an incident, produces the greatest benefit from the remaining limited resources, and achieves a systematic and orderly migration toward the resumption of all computing services within OED following a business disruption. It is essential that critical IT services and critical applications be restored as soon as possible (Please see Business Continuity Policy Procedure).

# 10. Compliance, Reporting and Enforcement.

OED is required to comply with applicable laws and the information security and privacy policies, standards, and procedures issued by Department of Administrative Services. OED shall report and file the appropriate compliance documents and shall adhere to the Information Security Reporting Requirements as identified in this policy.

# **Procedural Requirements:**

# **Incident Management.**

**Security Incident Reporting**. Upon discovery of any incident that meets the defined criteria below, all program areas must immediately report the incident following the OED Information Security Incident Notification and Reporting Instructions found in this policy. The <u>Security Incident Response</u> instructions are available via EdWEB. The report must be submitted to the Security Administrator within three working days of OED management or the Security Administrator becoming aware of an incident involving the compromised information (including information stolen in conjunction with the theft of a computer or data storage device).

OED's Information Security Program Manager must promptly investigate incidents involving loss, damage, misuse of information assets, or improper dissemination of information. All program areas are required to report information security incidents according to the security reporting requirements in this policy.

Any event which results in loss, disclosure, unauthorized modification, or unauthorized destruction of information resources constitutes a security incident. Anyone discovering a security incident shall:

- Preserve any evidence of the incident.
- Notify the appropriate supervisor/manager.
- Notify the Technical Support Center.
- Submit a Security Incident Report to the Information Security Office.

The Information Security Administrator and the appropriate system administrator for the computer system affected shall investigate the incident and make a report to the CIO with the following details:

- General nature of the security incident
- Computer systems involved in the security incident
- Details of the security incident
- Impact and potential consequences of the security incident
- Possible courses of action to prevent a repetition

**Criteria for Reporting Incidents.** The manager with oversight responsibility shall ensure that an OED Information Security Incident Report is filed for each incident. The report is signed by the responsible manager, and submitted to the Security Administrator within three business days from the date of notification. The responsible manager shall ensure that OED policy and procedure for notification to affected individuals are followed for incidents involving personally

identifying information. In addition to notification, OED shall comply with all other legal requirements for incidents involving personally identifying information.

The Information Security Program Manager may require that the responsible manager provide additional information in conjunction with its assessment of the incident.

Incidents reported to the Oregon State Police Emergency Notification include, but are not limited to, the following:

- State Data (includes electronic, paper, or any other medium).
  - Theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any data classified as confidential, sensitive or personal.
  - Possible acquisition of personal information by unauthorized persons.
  - Deliberate or accidental distribution or release of personal information by an OED employee(s), or its contractor(s), or its partner(s) in a manner not in accordance with law or policy.
  - o Intentional non-compliance by the custodian of information with his/her responsibilities.
- Inappropriate Use and Unauthorized Access This includes actions of state employees and/or non-state individuals that involve tampering, interference, damage, or unauthorized access to state computer data and computer systems. This includes, but is not limited to, successful virus attacks, web site defacements, server compromises, and denial of service attacks.
- Equipment Theft, damage, destruction, or loss of state-owned information technology equipment, including laptops, tablets, integrated phones, personal digital assistants (PDA), or any electronic devices containing or storing confidential, sensitive, or personal data.
- Computer Crime Use of a state information asset in commission of a crime as described in the Comprehensive Computer Data Access and Fraud Act.
- Incidents that violate OED policy.

**Enforcement**. Violation of standards, policies, procedures or practices may result in:

- Restriction, temporary suspension or termination of a user's access to computer and network resources.
- Disciplinary action up to and including termination in accordance with OED policy.

Definitions: **Asset:** Anything that has value to the agency.

**Business partners:** Other State agency staff, such as Adult and Family Services or Vocational Rehabilitation employees; One Stop partners; nonprofit organization employees; or any other individual or entity who may work off site or in a colocated facility with Agency staff.

**CESN account:** A login to the state mainframe computer that authorizes the user to access programs and data, and that establishes a printer ID for mainframe printing.

**Contractors, business partners, vendors and vendor technicians:** Employees of companies or other organizations who are working for or with OED under contract or other agreement.

**Dial-in modem:** A **modem** that connects a personal computer to a standard telephone line for the purpose of receiving incoming data or establishing computer system access from sources outside OED.

**Dial-out modem:** A **modem** that connects a personal computer to a standard telephone line for the purpose of sending data out or establishing computer system access to destinations outside OED.

**Dial-up networking:** Using a **modem** and a standard telephone line to connect one computer to another computer.

**External network:** A network managed and operated by entities other than Department of Administrative Services, Department of Human Services, or OED.

**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

**Information Security:** Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

**Integrity:** A security principle that makes sure information and systems are not modified maliciously or accidentally.

**Least privilege:** Refers to the information systems security objective and requirement of granting users only those accesses they need to perform their official duties. It requires that users be granted the lowest level of computer/system access that is consistent with job authority. Increases in

privileges shall be requested and granted by written communications.

**Mission Critical Information:** Information necessary for the continued operation of any organization, its automated information resources and services. This information may not be sensitive. However, the loss, denial, or modification of such information may cause grave damage to the operation of the organization.

**Modem:** A *modulator-demodulator* device that converts a computer's data signals into a form that can be sent across a standard telephone line or other networks. A **modem** is needed at both the sending and receiving locations. The receiving **modem** converts the data from the form sent across the network back into a format recognized by the computer.

**Need-to-Know:** The necessity for access to, knowledge of, or possession of classified or other sensitive information in order to carry out officially sanctioned duties. Responsibility for determining whether a user's duties require possession or access to this information rests upon the individual having current possession (or ownership) of the information involved, and not upon the prospective recipient.

**Network:** A computer network is a data communications system that interconnects computer systems at various sites.

**Network User Change Request Form (NURF):** Electronic form located on EdWEB, used to request new user accounts, account modifications, or account deletions.

**OED network:** Any local area network (intra-office) that is managed by OED Information Technology Services staff, *and* the wide area network connections leased by OED and managed by Department of Administrative Services (DAS) *or* Department of Human Services (DHS).

**OED staff:** Employees, authorized representatives, temporary staff and volunteers.

**Proxy:** An authorized alternate user who logs in with his or her own account name and password and then is granted access by another user to his or her data or privileges by connecting to the granting user's account. The proxy does not need to know the granting user's account name or password to gain this access.

**Risk:** The likelihood of a threat agent taking advantage of vulnerability and the resulting business impact. A risk is the loss potential or probability that a threat will exploit the vulnerability.

**Security Incident or Intrusion:** An event that has actual or potential adverse effects on computer or network operations resulting in fraud, waste, or abuse;

compromise of information; or loss or damage of property or information. Examples include unauthorized penetration of a computer system, exploitation of technical vulnerabilities, or introduction of computer viruses or other forms of malicious software.

**Security Policy:** Documentation that describes management's directives toward the role that security plays within the agency. It provides a framework within which the agency establishes needed levels of information security to achieve the desired confidentiality, availability and integrity goals. A policy is a statement of information values, protection responsibilities, and agency commitment to managing risk.

**Telecommuter:** An employee who, in mutual agreement with section management, establishes a formal agreement to work away from the employee's work station with the use of standard work tools, such as a personal computer with network access.

**Virus infection:** This occurs when a purposefully destructive computer program is executed on a computer. Symptoms of an electronic **virus infection** can range from a simple message display to complete disabling of the computer and destruction of files on the hard disk. **Virus infections** typically spread from one computer to another when infected files or programs are shared with others.

Compliance:

All users are responsible for complying with DAS and Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-Compliance:

Violation of standards, policies, procedures, or practices may result in:

- a. Restriction, temporary suspension or termination of a user's access to computer and network resources.
- b. Disciplinary action up to and including termination in accordance with Department policy.

Exception Process:

Exceptions may be granted when a business case constitutes a given business need. All exceptions must go through the Information Security Office for approval.

Inventory: N/A

Policy Link: <u>Information Security Policy IRM 7 (2)</u>

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# Administrative Procedures

Procedure Name: **Employee Security** 

Accompanying Policy: Information Security Policy, IRM 7 (2)

IT Services Issuing Section: Review/Revision Date: 12/20/12

Issue Date: 12/12/08

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

IT Governance Committee Approval:

Leslie Cummings, ISPM

12/20/12

The purpose of this procedure is to protect information assets and reduce the risk of human Summary: error and misuse of enterprise information and equipment. It describes the methods whereby

1. Require pre-employment screening, employment history and/or background checks of employees commensurate with the value and risk of the information assets to which they will have access; (link: Criminal Background Check Policy)

2. Establish accountability and responsibility to all employees who have access to the agency's information assets, and annual signing of acknowledgements of these security responsibilities and policies; (link: Commitment to Confidentiality Form 0100)

3. Establish processes for timely removal of all permissions for employees who have access to agency information assets and return of agency assets at termination or reassignment; (link: Separation Procedure) and

4. Establish security awareness training for employees, contractors and third parties with respect to agency, individual and statewide security responsibilities and policies. (link: Security Awareness Training Module)

Definitions: Asset: Anything that has value to the agency

> Information: Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

> Information Security: Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

Integrity: A security principle that makes sure information and systems are not modified maliciously or accidentally.

Risk: The likelihood of a threat agent taking advantage of a vulnerability and the resulting business impact. A risk is the loss potential or probability that a threat will exploit the

Security Policy: Documentation that describes management's directives toward the role that

16-205 adb Page 54 of 84 Updated: 02/2016 security plays within the agency. It provides a framework within which the agency establishes needed levels of information security to achieve the desired confidentiality, availability and integrity goals. A policy is a statement of information values, protection responsibilities, and agency commitment to managing risk.

# Compliance:

All users are responsible for complying with DAS and Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-

Violation of standards, policies, procedures, or practices may result in:

Compliance:

- Restriction, temporary suspension or termination of a user's access to computer and network resources.
- Disciplinary action up to and including termination in accordance with Department policy.

Exception

Exceptions may be granted when a business case constitutes a given need. All exceptions

must go through the Information Security Office for approval.

Process: Inventory:

N/A

Policy Link:

Information Security Policy IRM 7 (2): (link)

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016)

# Administrative Procedures

Procedure Name: Information Asset Classification Accompanying Policy: Information Security Policy, IRM 7 (2)

Issuing Section: IT Services Reviewed/Revision Date: 12/20/12

06/04/2009 Issue Date:

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

(503) 947-1622 Contact Information:

IT Governance Committee Approval:

Leslie Cummings, ISPM

Date: 12/20/2012

The purpose of this procedure is to ensure Oregon Employment Department information Summary:

assets are identified, properly classified, and protected throughout their lifecycles. Information, Like other assets, must be properly managed from its creation to disposal. As with other assets, not all information has the same value or importance to the agency and therefore information requires different levels of protection. Information asset classification and data management are critical to ensure that OED information assets have a level of protection corresponding to the sensitivity and value of the information asset. This procedure collectively

applies to all information assets, including but not limited to paper, electronic and film.

All OED information will be classified and managed based on its confidentiality, sensitivity, Procedure:

value and availability requirements. Each OED program area will identify and classify its information assets. Proper levels of protection will be implemented to protect these assets relative to the classifications. This procedure is subject to the limitations and conditions of the

Oregon Public Records Law.

Information Ownership Detail:

> All information will have an information owner or owners established within OED program areas. Owners can be individuals or groups of individuals as best meets the OED business model. The information owner(s) will be responsible to:

- Create an initial information classification, including assigning classification levels to all data, whether classified as public or confidential, or whether it contains personal and/or sensitive data:
- Define special security precautions that must be followed to ensure the integrity, security and appropriate level of confidentiality to the information;
- Approve decisions regarding controls, access privileges of users, and ongoing decisions regarding information management;
- ☐ Ensure the information will be regularly reviewed for value and updated to manage changes to risks due to new threats, vulnerabilities, or changes in the environment;
- Perform periodic reclassification based upon business impact analysis, changing

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business priorities and/or new laws, regulations and security standards; and
 Follow state archive document retention rules regarding proper disposition of all information assets.

When a person(s) designated as information owner no longer has this responsibility due to departure, transfer or reassignment of duties, the program area will appoint a new information owner(s) in a timely manner to ensure no lapse in accountability and responsibility for information assets.

#### Asset Classification Levels

Each program area shall identify its information assets for the purpose of defining its value, criticality, sensitivity and legal implications. The following classification schema will be used to differentiate between various levels of sensitivity and value. All information assets shall be classified strictly according to their level of sensitivity as follows:

Level 1, "Published" – Low sensitive information. Information that is not protected from disclosure, that if disclosed will not jeopardize the privacy or security of OED employees, clients and partner. This includes information regularly made available to the public via electronic, verbal or hard copy media.

Examples: Press releases, brochures, pamphlets, public access Web pages, and materials created for public consumption.

Level 2, "Limited" – Sensitive information that may not be protected from public disclosure but if made easily and readily available, may jeopardize the privacy or security of agency employees, clients, partners. OED shall follow its disclosure policies and procedures before providing this information to external parties.

Examples: Enterprise risk management planning documents, published internal audit reports, names and addresses that are not protected from disclosure.

□ Level 3, "Restricted" – Sensitive information intended for limited business use that may be exempt from public disclosure because, among other reasons, such disclosure will jeopardize the privacy or security of agency employees, clients, partners or individuals who otherwise qualify for an exemption. Information in this category may be accessed and used by internal parties only when specifically authorized to do so in the performance of their duties. External parties requesting this information for authorized OED business must be under contractual obligation of confidentiality with OED (for example, confidentiality/non-disclosure agreement) prior to receiving it.

Security threats at this level include unauthorized disclosure, alteration or destruction of data as well as any violation of privacy practices, statutes or regulations. Information accessed by unauthorized individuals could result in financial loss or identify theft. Security efforts at this level are rigorously focused on confidentiality, integrity and availability.

Examples: Network diagrams, personally identifiable information, other information exempt from public records disclosure.

Level 4, "Critical" – Information that is deemed extremely sensitive and is intended for use by named individual(s) only. This information is typically exempt from public disclosure because, among other reasons, such disclosure would potentially cause major damage or injury up to and including death to the named individual(s), OED employees, clients, partners, or cause major harm to the agency.

Examples: Disclosure that could result in loss of life, disability or serious injury or

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regulated information with significant penalties for unauthorized disclosure, information that is typically exempt from public disclosure.

#### Information Asset Protection

Each information asset classification will have a set or range of controls, designed to provide the appropriate level of protection of the information commensurate with the value of the information in that classification.

### Guidelines:

<u>Identify Assets / Assign Classification Levels:</u> ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link); DAS policy 107-004-0050 Information Asset Classification (link)

<u>Decision making procedures / access privileges, ongoing information management:</u> ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link)

Regular review for value, risk, vulnerabilities, changes in environment, reclassification due to law changes, changing business priorities, security standards: ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link)

OED Records Retention: OED Administrative Policy FAC 28-16 (1), Records Retention and disposition (link)

<u>State Archive Retention Rules:</u> Oregon Administrative Rule Chapter 166, State Agency General Records Retention Schedule (link); Oregon State Archives Records Retention Schedule (link)

<u>Labeling Limited, Restricted or Critical Information</u>: ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link)

<u>Information Handling</u>: ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link)

<u>Information Isolation</u>: ISO/IEC 17799/27002 Information technology — Security techniques — Code of practice for information security management (link)

<u>Proper Disposal:</u> DAS policy 107-009-0050 Sustainable Acquisition and Disposal of Electronic Equipment (E-Waste/Recovery Policy) (link)

## Definitions:

Asset: Anything that has value to the agency

**Availability:** The reliability and accessibility of data and resources to authorized individuals in a timely manner.

**Classification** A systematic arrangement of objects into groups or categories according to a set of established criteria.

Confidentiality: A security principle that works to ensure that information is not disclosed to unauthorized subjects.

**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

**Information Owner:** A person or group of people with authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

**Information Security:** Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

Integrity: A security principle that makes sure information and systems are not modified

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maliciously or accidentally.

**Sensitive Information:** Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the interest or the conduct of programs, or the privacy to which individuals are entitled.

**Sensitivity:** A measure of the importance assigned to information by its owner, for the purpose of denoting its need for protection.

Compliance:

All users of OED-held data and information are responsible for complying with DAS and OED security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-Compliance: Violation of standards, policies, procedures, or practices may result in:

 Restriction, temporary suspension or termination of a user's access to computer and network resources.

 Disciplinary action up to and including termination in accordance with Department policy.

Exception Process:

Exceptions may be granted if a business case can be made. All approvals for exceptions must

go through the Information Security Officer.

Inventory: Policy Link: N/A

Information Security Policy IRM 7 (2): (link)

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# Administrative Procedures

Procedure Name: Information Security Program/Risk Management

Accompanying Policy: Information Security Policy, IRM 7 (2)

IT Services Issuina Section: Review/Revision Date: 12/20/12

Issue Date: 12/03/09

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

IT Governance Committee Approval:

Leslie Cummings, ISPM

Date: 12/20/12

Information security means the protection of information and information systems, equipment and Summary:

people from a wide spectrum of threats and risks. Implementing appropriate security measures and controls to provide for the availability, confidentiality and integrity of information, regardless of its form (electronic, print or other media), is critical to ensure business continuity and protection

against unauthorized access, use, disclosure, modification, disruption, or destruction

In response to the Oregon Consumer Identity Theft Protection Act (Senate Bill 583) the Oregon Procedure: Employment Department (OED) will manage information security and risk by:

 Establishing an approach to ensure the accuracy, security and protection of information in its custody, regardless of format.

Creating, issuing and maintaining policies, standards and procedures.

Preventing and protecting against any anticipated threats and hazards to the security or

integrity of OED information.

Preventing and protecting against the unauthorized access to or use of OED information, including confidential and personal information.

Ensuring compliance to applicable laws, regulations, policies and procedures.

Risk Management Detail:

Risk management is the process of taking actions to avoid or reduce risk to acceptable levels. This process includes both the identification and assessment of risk through risk analysis, and the initiation and monitoring of appropriate practices in response to that analysis through OED's risk management program.

OED will ensure the integrity of computerized information resources by protecting them from unauthorized access, modification, destruction or disclosure and will ensure the physical security of these resources. OED will also ensure that users, contractors and third parties having access to state computerized information resources are informed of and abide by this policy and OED's security plan, and are informed of applicable state statutes related to computerized information resources.

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Page 60 of 84 Updated: 02/2016 OED will establish risk management and disaster recovery planning processes for identifying, assessing and responding to the risks associated with its information assets. OED's information assets (its data processing capabilities, information technology infrastructure and data) are an essential resource; program operations would effectively cease in the absence of key computer systems. The non-availability of OED information systems and resources would also have a detrimental impact on citizens who rely on its programs. Furthermore, the unauthorized modification, deletion or disclosure of information included in OED files and data bases would compromise the integrity of its programs, violate individual right to privacy and constitute a criminal act.

#### Risk Analysis

As an essential aspect of its information technology security and risk management program, OED will establish a risk analysis process to identify and assess risks associated with its information assets and define a cost-effective approach to managing such risks. Specific risks to be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of OED employees and outsiders; fire, flooding and electric disturbances; and loss of data communications capabilities.

OED's risk analysis process will identify and prioritize critical applications of information technology. When establishing priorities OED will consider that applications may become more critical as the period of unavailability increases and that processing cycles (i.e. monthly, quarterly or yearly) may have an impact upon the prioritization of applications. OED risk management practices and disaster recovery planning will give priority to the establishment of policies and procedures to ensure the continued operation of these applications.

OED's risk analysis process will be carried out with sufficient regularity to ensure that the approach to risk management is a realistic response to the current risks associated with its information assets. A comprehensive risk analysis cycle will be completed at least every two years and whenever there has been a significant change in OED's use of information technology.

The risk analysis cycle will end with the preparation of a report documenting the risk assessment. The risk analysis process will include the following:

- Assignment of responsibilities for risk assessment, including appropriate participation of executive, technical and program management.
   Identification of the OED information assets that are at risk, with particular emphasis on the applications of information technology that are critical to program operations (an application that is so important that the loss or unavailability of the application is unacceptable).
   Identification of the threats to which the information assets could be exposed.
   Assessment of the vulnerabilities, i.e., the points where information assets lack sufficient protection from identified threats.
   Determination of the probable loss or consequences, based upon quantitative and qualitative evaluation of a realized threat for each vulnerability and estimation of the likelihood and estimation of the cost of protective measures which would eliminate or reduce the vulnerability likelihood of such occurrence.
- ☐ Identification of vulnerabilities to an acceptable level.
- Selection of cost-effective security management measures to be implemented.
- Preparation of a report to be submitted to OED's director and to be kept on file documenting the risk assessment, the proposed security management measures, the resources necessary for security management and the amount of remaining risk to be accepted by OED.

#### OED Risk Management Program

The practice of information technology risk management within OED will be based upon the results of its risk analysis process. Obtaining resources for risk management is subject to the

same technical, programmatic and budgetary justification and review processes required for any information technology program.

The risk management practices implemented by OED will include:

- Organizational and Management Practices
- □ Personnel Practices
- Physical Security Practices
- ☐ Information Integrity and Data Security Practices
- Personal Computer Security Practices
- Software Integrity Practices

# Responsibilities:

Program Review and Updates OED's program plan, policies, and other documentation will be reviewed bi-annually and updated as needed per State or Federal policies, procedures, standards, and guidelines.

OED's Information Security Program Manager and Security Safety/Risk Manager will share responsibility for implementation of the Information Security Program procedure.

# Definitions:

Asset: Anything that has value to the agency

Availability: The reliability and accessibility of data and resources to authorized individuals in a timely manner.

Classification A systematic arrangement of objects into groups or categories according to a set of established criteria.

Confidentiality: A security principle that works to ensure that information is not disclosed to unauthorized subjects.

**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

**Information Owner:** A person or group of people with authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

Information Security: Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

**Integrity:** A security principle that makes sure information and systems are not modified maliciously or accidentally.

Sensitive Information: Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the interest or the conduct of programs, or the privacy to which individuals are entitled.

**Sensitivity:** A measure of the importance assigned to information by its owner, for the purpose of denoting its need for protection.

#### Compliance:

All users of OED-held data and information are responsible for complying with DAS and OED security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

# Non-

Violation of standards, policies, procedures, or practices may result in:

# Compliance:

 Restriction, temporary suspension or termination of a user's access to computer and network resources.

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016)  Disciplinary action up to and including termination in accordance with Department policy.

Exception Process: Policy Link: Exceptions may be granted if a business case can be made. All approvals for exceptions must go through the Information Security Officer.

Information Security Policy IRM 7 (2)

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# Administrative Procedures

Procedure Name: Mobile Communications/Computing Devices

Accompanying Policy: Information Security Policy, IRM 7 (2)

Issuing Section: IT Services Review/Revision Date: 12/20/12

Issue Date: 08/30/96

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: IT Governance Committee

Leslie Cummings, ISPM

Date: 12/20/2012

Summary: The purpose of this procedure is to establish a process for the acquisition and use of mobile

communications/computing devices for agency business.

Procedure: 1. Mobile communications/computing devices will be used only for state business.

Users will comply with applicable laws and administrative policies (including copyright and license requirements), as well as any additional security policies and procedures established by the owner of the information and the agency Information Security Officer.

3. Users will notify the owner of the information and the agency Information Security Officer of

any actual or attempted violations of security policies, practices and procedures.

Process: Description of Mobile Communications/Computing Devices

Mobile Communications/Computing Devices are defined as any device capable of transmitting voice communications, email or data via the airways without the need of a connecting cable; or any removable or portable device used for storage of data. This includes cellular phones, mobile communications/computing devices, laptops or notebooks, PDA's, diskettes, CD's, DVD's, flash or thumb drives, and recording devices.

## Acquisition / Approval

- Approval for acquisition and use of OED issued mobile communications/computing devices for agency business is limited to the Director, Deputy Director and Assistant Director; approval for all other MCD's is through the Assistant Director or Manager.
- The employee and Manager will be required to complete and sign "Mobile Communications/Computing Device Approval/Agreement Form."
- Managers will keep the original Mobile Communications/Computing Device
  Approval/Agreement Form, forward one copy to the Information Security Officer and a
  second copy to the Office of Human Resources for the user's personnel file.
- Requests for acquisition and use of OED issued MCD's for agency business must be accompanied by appropriate justification. Written justification will be prepared by the Manager and should include consideration of other less expensive technologies.

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## Acceptable Use

- 1. OED issued MCD's are to be used for work related or emergency purposes.
- 2. Work related or emergency use of MCD's includes but is not limited to:
  - a. contacting clients, office and other pertinent staff;
  - b. reporting emergency situations;
  - c. summoning assistance or receiving emergency calls or emails;
  - d. telephone calls or emails to report a delayed return; and
  - e. accessing or storing OED data for work related purposes.
- 3. An occasion when an employee's personal use of an OED issued device is acceptable would be the need to contact a spouse or child care giver to advise that the employee is going to be late getting home or picking up children for a reason <u>directly</u> related to official duties such as a meeting which ran later than expected or a last minute change of schedule. Another permitted personal use of an OED issued MCD would be receiving an incoming call or email regarding a family emergency. Such use should be of brief duration and should occur infrequently.

#### Standards

All MCD's will comply with current OED technical standards. For current standards on your device see:

(OED Mobile Communications Standards)

(OED Workstation/Laptop Standards)

(OED Storage Device Standards)

#### Support

- OED issued MCD's will be eligible for full technical support pursuant to current OED standards, including backup of data.
- 2. ITS will retain custody of unassigned agency owned MCD's.
- 3. ITS will maintain a master file of all OED issued MCD's.
- For mobile communications/computing devices there will be a one time nonrefundable charge to the employee's program area to cover license fees.

#### Security

- Employees using OED issued MCD's for agency business are reminded that
  confidential information should not be discussed or shared when using MCD's.
  Because cellular telephone conversations and data are transmitted over airways, they
  are not secure and can be monitored. Any data contained within an email or other
  retrieved formats viewed on an OED issued MCD should be handled in the same
  manner as any other confidential OED data.
- All OED issued MCD's used for agency business shall be password protected and locked when not in use.
- 3. Any device that is to be synchronized with OED data must be encrypted.
- ITS will at its discretion permanently and completely erase the memory and data from the device through a remote process to protect OED from loss of confidential information.

#### Manager (or Designee) Responsibility

- 1. Managers are responsible for maintaining a file for each OED issued MCD containing:
  - a. Original approval/agreement form; and
  - b. Verification of monthly bills, if applicable.
- Once each year Managers will evaluate the need for continued use of OED issued MCD's.

- 3. Managers will report user name changes to ITS.
- Invoices associated with OED issued MCD's shall be reviewed regularly by the Managers. Managers will distribute copies of each user's bill to the user on a monthly basis and request signed verification of work related use by the user.
- Managers are responsible for recovering OED issued MCD's from employees and immediately forwarding to ITS for deactivation. OED issued MCD's shall not be reassigned to other employees by the Manager or at the section level.
- Managers must immediately notify ITS when an OED issued MCD is lost, stolen, or becomes inoperative so that it may be deactivated.

Form: Mobile Communications/Computing Device Approval/Agreement Form: (link)

Definitions: Asset: Anything that has value to the agency

**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

**Information Security:** Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

**Integrity:** A security principle that makes sure information and systems are not modified maliciously or accidentally.

**Risk:** The likelihood of a threat agent taking advantage of a vulnerability and the resulting business impact. A risk is the loss potential or probability that a threat will exploit the vulnerability.

**Security Policy:** Documentation that describes management's directives toward the role that security plays within the agency. It provides a framework within which the agency establishes needed levels of information security to achieve the desired confidentiality, availability and integrity goals. A policy is a statement of information values, protection responsibilities, and agency commitment to managing risk.

Compliance:

All users are responsible for complying with DAS and Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-Compliance: Violation of standards, policies, procedures, or practices may result in:

- Restriction, temporary suspension or termination of a user's access to computer and network resources.
- Disciplinary action up to and including termination in accordance with Department policy.

Exception Process: Exceptions may be granted if a business case can be made. All approvals for exceptions must go through the Information Security Officer.

A personally owned MCD may be used to access OED information for business use. To request access follow the process outlined below.

#### Acquisition / Approval

 Approval for acquisition and use of personally owned mobile communications/computing devices for agency business is limited to the Director, Deputy Director and Assistant Director; approval for all other MCD's is through the Assistant Director or Manager.

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The employee and Manager will be required to complete and sign "Mobile Communications/Computing Device Approval/Agreement Form."

- Managers will keep the original Mobile Communications/Computing Device
  Approval/Agreement Form, forward one copy to the Information Security Officer and a
  second copy to the Office of Human Resources for the user's personnel file.
- 4. Requests for permission to use personally owned MCD's for agency business must be accompanied by appropriate justification. Written justification will be prepared by the Manager and should include consideration of other technologies such as standard phones and pagers, or assignment of a similar OED issued device.

#### Acceptable Use

- 1. Personally owned MCD's may be used for work related purposes.
- 2. Work related use of personally owned MCD's includes but is not limited to:
  - a. contacting clients, office and other pertinent staff;
  - b. telephone calls or emails to report a delayed return; and
  - accessing OED data for work related purposes.
- Employees will not be reimbursed by OED for any work related charges incurred while using a personally owned device for agency business.

#### Standards

All personally owned MCD's will comply with current OED technical standards. For current standards on your device see:

(link: OED Mobile Communications Standards)

(link: OED Laptop Standards)

(link: OED Storage Device Standards)

#### Support

- If an OED employee is approved to use a personally owned MCD for agency business, the device must be evaluated by ITS support staff (iHelp) prior to being given access to secure OED data.
- The evaluation will involve a technical and security assessment to determine if the device conforms to standards established for issuance and support of OED issued devices as outlined above.
- If the device does not conform to established technical standards, it may be approved for use but will not be supported by ITS support staff (iHelp).
- 4. Users of personally owned MCD's will be responsible for their own backups of data.
- 5. ITS will maintain a master file of all personally owned MCD's.
- For mobile communications/computing devices there will be a one time nonrefundable charge to the employee's program area for license fees.

### Security

- Employees using MCD's for agency business are reminded that confidential
  information should not be discussed or shared when using MCD's. Because cellular
  telephone conversations and data are transmitted over airways, they are not secure
  and can be monitored. Any data contained within an email or other retrieved formats
  viewed on an MCD should be handled in the same manner as any other confidential
  OED data.
- All personally owned devices will be subject to the same security and confidentiality restrictions as similar OED issued devices.
- All MCD's used for agency business shall be password protected and locked when not in use
- ITS will at its discretion permanently erase the memory and data from the device to protect OED from loss of confidential information.
- Any device that is to be synchronized with OED data must be encrypted. Encryption is the responsibility of the device owner.

Updated: 02/2016

## Manager (or Designee) Responsibility

- 1. Managers are responsible for maintaining a file for each personally owned MCD used for agency business containing the original approval/agreement form.
- 2. Once each year Managers will evaluate the need for continued use of personally owned MCD's for agency business.
- 3. Managers will report user name changes to ITS.
- 4. Managers must immediately notify ITS when a personally owned MCD approved for business use is lost, stolen, inoperative, or no longer qualifies for use so that access to OED data may be revoked.

Inventory:

N/A

Policy Link:

Information Security Policy IRM 7 (2): (link)

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# Administrative Procedures

Procedure Name: Transporting Information Assets
Accompanying Policy: Information Security Policy, IRM 7 (2)

Issuing Section: IT Services Review/Revision Date: 12/20/12

Issue Date: 12/12/08

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: IT Governance Committee

Leslie Cummings, ISPM

Date: 12/20/2012

Summary: The purpose of this procedure is to ensure the security of Oregon Employment Department

information assets when in transit. Information assets can be vulnerable to unauthorized access, misuse or corruption during physical transport. Minimum safeguards must be implemented to protect sensitive information from accidental or intentional unauthorized access, modification, destruction, disclosure, misplacement or permanent loss throughout the

delivery/transport cycle.

Procedure: OED will use appropriate security controls for transportation of sensitive information assets

(physical media such as tape, disk or paper) during transit and beyond the physical boundaries of a facility from loss, destruction or unauthorized access. Each individual or program area that sends, receives or transports confidential or sensitive information to or from another facility or agency/entity is responsible to assure that the sensitivity level of an asset is governed by the statewide policy 107-004-050 Information Asset Classification in which it is the responsibility of

the information owner to identify sensitive information and ensure appropriate protection.

Detail: The following requirements should be applied to protect OED information assets during transport:

Carrier Considerations

1. Use reliable, reputable transport or carriers.

- Program areas will identify and approve carriers appropriate for asset transport based on the risk, volume, and sensitivity of the asset being transported. For instance, the US Postal Service may be appropriate for delivery of documents such as checks but not be appropriate for transporting data backup media with large volumes of sensitive information.
- 3. Check the identification of carriers where appropriate.
- Incorporate security and liability language into contracts with vendors transporting sensitive OED information, including transit to destruction facilities.
- 5. Sensitive information transported in vehicles by employees will be logged, inventoried,

and kept locked and out of sight when the employee is not in the vehicle.

#### Packaging considerations

- Packaging will be sufficient to protect the contents from anyh physical damage likely to arise during transit and in accordance with any manufacturer specifications (example: software), protecting against any environmental factors that may reduce the media's restoration effectiveness such as exposure to heat, moisture or electromagnetic fields.
- Employ the use of tamper-evident packaging (which reveals any attempt to gain access).
- Clearly describe on a form inside the package the number, type and destination of the media.
- 4. Use secure and clear address labeling.

#### Storage considerations

- Store packages containing sensitive information in a secure location prior to pick up for transport.
- Store packages containing sensitive information in a secure location / compartment inside the delivery vehicle.
- Sensitive packages should be stored in a secure location by receiving entity.

#### Transfer of custody considerations

- Where feasible and appropriate, the person releasing and the person receiving the package should sign a log to maintain a chain of custody at each point of transfer. In some cases, e.g. the retrieval of assets from a lock box, it may be appropriate that the receiving person should log the pick up of the asset.
- 2. The log will include date and time picked up, number of packages and destination.
- The receiving delivery driver or OED representative will validate the information on the log and sign it.
- Packages or containers of sensitive information received by OED will be distributed to appropriate program area in accordance with established business rules.

#### Additional considerations, where and when appropriate

- 1. Locked containers will be used.
- Data will be encrypted.
- Delivery will be by hand.
- Consignment will be split into more than one delivery and dispatched by different routes.
- An after hours delivery will be deposited into a secure lockbox along with shipping receipt.
- Delivery notification and acknowledgement receipts will be documented and retained.

## Definitions:

Asset: Anything that has value to the agency

**Availability:** The reliability and accessibility of data and resources to authorized individuals in a timely manner.

**Classification** A systematic arrangement of objects into groups or categories according to a set of established criteria.

Confidentiality: A security principle that works to ensure that information is not disclosed to unauthorized subjects.

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**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

**Information Owner:** A person or group of people with authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

**Information Security:** Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.

Integrity: A security principle that makes sure information and systems are not modified maliciously or accidentally.

**Sensitive Information:** Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the interest or the conduct of programs, or the privacy to which individuals are entitled.

**Sensitivity:** A measure of the importance assigned to information by its owner, for the purpose of denoting its need for protection.

Compliance: 4

All users of OED data and/or information are responsible for complying with DAS and Oregon Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-Compliance: Failure to comply with this policy procedure and associated policies, standards, and guidelines, may result in disciplinary actions up to and including dismissal from state service for employees, volunteers or termination of contracts for contractors, partners, consultants, and other entities. Legal actions may also be taken for violations of applicable regulations and laws.

Exception Process: Exceptions may be granted if a business case can be made. All approvals for exceptions must go through the Information Security Officer.

Inventory:

N/A

Policy Link:

Information Security Policy IRM 7 (2): (link)

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# Administrative Procedures

Procedure Name: Electronic Storage Media Disposal Policy

Accompanying Policy:

Issuing Section: IT Services Review/Revision Date: 12/20/2012

Issue Date: 10/07/2010

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: IT Governance Committee

Leslie Cummings, ISPM

Date: 12/20/12

Summary:

The purpose of this procedure is to prevent the 'unauthorized' release of sensitive or protected data from the Oregon Employment Department's (OED) control that were stored on any form of electronic storage media. This can be contained in any form of hardware such as thumb drives, USB drives, flash drives, SD cards, memory cards, hard drives, external/portable drives, CDs, DVDs, etc. that were used to store, copy, move, transfer, transport OED data or information.

OED and State policy requires OED to destroy electronic data on any hardware that contains OED data before OED loses control of it. This may occur when a certain hardware is sent out for repair or replacement; when the lease is out and it is returned to the manufacturer or vendor; when it reaches its end-of-life or becomes obsolete or no longer used or deemed unusable and is scrapped. "Hardware" include, but are not limited to those that are either leased or purchased by OED, State or privately owned.

All individuals that were authorized to use any electronic storage type of hardware are covered by this policy / procedure and shall comply with this and its associated policies, procedures and guidelines. These individuals include full and part-time employees, volunteers, contractors, temporary workers, those employed by others to perform OED work, and others authorized to access OED information, network and/or systems.

## Procedure:

This procedure is mainly for OED or State owned hardware that was used to contain OED data. This includes hardware that is rented or leased by OED or by the State. Otherwise, the Information Security Office will recommend the appropriate sanitization procedure on a case to case basis. The DAS Acceptable Use of State Information Assets policy (107-004-110) requires agency approval prior to connecting a privately owned hardware to a State network or system or a State provided computer.

When these steps are not followed, the Information Security Office is notified for a possible Confidentiality Breach.

#### OED or State owned:

- 1. All hardware that is considered an Electronic Waste (E-Waste) should use the guidelines outlined in the Statewide Policy (107-009-0050), i.e., Sustainable Acquisition and Disposal of Electronic Equipment.
- 2. All hardware that are not considered E-Waste which are no longer used and are not reusable, physical destruction is required. Use the recommendations found in the National Institute of Standards and Technology's Guidelines for Media Sanitization (SP 800-88 Sep 2006).

#### For example:

- Optical mass storage media, including compact disks (CD, CD-RW, CD-R, CD-ROM), optical disks (DVD), and magneto-optic (MO) disks must be destroyed by pulverizing, crosscut shredding or burning.
- 3. All hardware that will leave OED's control that will be returned, follow these steps before its release
  - (a) Remove any type of electronic storage hardware before an equipment leaves OED's control.
  - (b) When (a) is not doable, perform a full disk wipe according to the US Defense Security Service Clearing standards.
  - (c) When both (a) and (b) are not doable, a Certificate of Destruction must be issued and signed by a trusted vendor or manufacturer. A copy or original is forwarded to the Information Security Office.

## OED or State leased:

- All hardware that will leave OED's control, follow these steps before its release:
  - Remove any type of electronic storage hardware that is OED owned before an equipment leaves OED's control per State and Federal standards. (DAS Statewide Policy 107-009-0050)
  - A Certificate of Destruction must be issued and signed by the supplier, vendor or manufacturer for any type of electronic storage hardware included in the lease as stated in the contract. The original certificate or a copy is forwarded to the Information Security Office.
  - Alternatively, OED has the option to purchase any electronic storage hardware that was part of the equipment that was leased as stated in the contract.
    - \* OED will use these options 'as stated in the contract' and take cost into consideration.

#### For example:

Copiers with hard drives. At the end of the rental, the lessor can take the copier but is either required to provide a Certificate of Destruction for the hard drives or required to hand over the old hard drives for OED to keep and reuse.

## Privately owned:

- All privately owned hardware that is used to contain OED data must have prior approval. from OED.
- 2. The user must have a prior understanding that the hardware may undergo the sanitization process as recommended by the Information Security Office.
- 3. The Information Security Office will recommend the appropriate sanitization process on a case by case basis. This will depend on the type of hardware and the data classification.

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## Guidelines: Identification:

 Information Security Office (ISO): Identify the OED groups or Sections in-charge of managing OED hardware that is capable of storing electronic OED data.
 The following OED Sections manage hardware:

Technical Support Center (TSC) – manages most of OED's hardware
Procurement Office - manages leased multi-function printers, copiers, fax machines

 OED Groups / Sections managing OED hardware that has the capability of electronic storage of OED data: Create an inventory list which should be maintained periodically. The list should at least have the following:

the list should at least have the following.
Type of hardware (e.g. computer, printer, thumb drive, mobile phones, etc.)
Location (e.g. field office, address)
Person-In-Charge (manager supervisor etc.)

Dates (when hardware was put into service, and when wiped, cleaned, or destroyed)

#### Reporting:

The Person-In-Charge: Reports about a hardware issue.

Issues could range from repair or replacement, decommissioning, a simple maintenance, or media disposal. The report may be made verbally or electronically, printed or by fax.

All issues can be reported to the OED Customer Service and Support Office (Help Desk). In which case, the Person-In-Charge will be directed to the appropriate contact person, group or section. Depending on the issue, it can be reported directly to the OED Group/Section managing that particular hardware. Any privately owned hardware should be reported to the Information Security Office.

- OED Group/Section managing the hardware: Determine if the hardware is going out of OED's control. Then determine if the hardware can store electronic data. When both are true, the procedure outlined above must be followed.
- When the hardware was used to contain OED data are no longer used or deemed unusable and is not classified as E-Waste, no reporting is needed as long as physical destruction can be performed on that hardware.

Examples are CD's and DVDs, usb drives, and thumb drives that are not privately owned.

## Definitions:

Bit: It is the basic unit of information. It is the amount of information that can be stored by an electronic or digital device.

Certificate of Destruction: A document from any manufacturer or vendor that all data, existing operating system software, information, or formatting was irretrievably destroyed following the approved sanitization methods in the US Defense Security Service Clearing and Sanitization Matrix.

**Device:** This refers to smaller hardware that are mostly portable and possibly carry any form of media that can store electronic data. (Examples: Mobile Phones, Thumb Drives, USB drives, External Hard Drives)

**Electronic Waste (E-Waste):** 1. Excess or surplus, obsolete or non-working electronic equipment including, but not limited to Information Technology equipment, televisions, copiers, facsimile machines, oscilloscopes, telephones, radios and electronic test equipment. 2. Other equipment that is primarily made of circuit boards, and or CRT monitors, plasma monitors, and

16-205 adb CIS-WITH database (approved by DPO: 3/22/2016) liquid crystal displays.

**Full Disk Wipe:** This refers to wiping the entire drive (e.g. hard drive, usb drive, memory cards – SD or compact flash) which involves using a software or hardware device to completely write over every bit of storage. The following are not considered a full disk wipe: (a) formatting a drive, (b) deleting or removing files, (c) file wiping each file.

**Hardware:** This refers to all forms of equipment (large or small) and all forms of media. This include, but are not limited to computers, printers, copiers, facsimile machines, monitors, CDs, DVDs, thumb drives.

**Information:** Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.

Information Security Office (ISO): OED Information Security Office; responsible for receiving, reviewing, and responding to privacy/information security incidents.

Media: This refers to recordable disk (CDs, DVDs), floppies, memory cards, flash drives, hard drives and any other form that can store electronic data.

**OED's control:** Any group or individual that is covered by the OED or Statewide policies, procedures and guidelines.

OED data: Any data or information that have been entrusted to OED or OED has ownership of.

**Person-In-Charge:** This could be an individual in charge of an OED hardware which ranges from a workstation computer to a portable drive like a thumb drive. This could also be a manager or supervisor in change of an office printer, reception workstation and lobby terminals among other things.

Vendor: This refers to any individual, group or company that has a business relationship with OED.

Compliance:

All users of OED data and/or information are responsible for complying with DAS and Oregon Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.

Non-

Compliance:

Failure to comply with this policy procedure and associated policies, standards, and guidelines, may result in disciplinary actions up to and including dismissal from state service for

employees, volunteers or termination of contracts for contractors, partners, consultants, and other entities. Legal actions may also be taken for violations of applicable regulations and laws.

Exception

None.

Process:

Inventory: N/A

Policy Link: DAS Acceptable Use of State Information Assets policy (107-004-110)

DAS Sustainable Acquisition and Disposal of Electronic Equipment (107-009-0050)

Incident Response

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# Administrative Procedures

Procedure Name: Incident Response

Accompanying Policy: Information Security Policy, IRM 7 (2)

Issuing Section: IT Services Review/Revision Date: 12/20/12

Issue Date: 12/03/08

Policy & Procedure Administrator: Leslie Cummings

Information Security Program Manager

Contact Information: (503) 947-1622

Approval: IT Governance Committee

Leslie Cummings, ISPM

Date: 12/20/2012

Summary:

The purpose of this procedure is to provide quick, effective and orderly response to privacy and information security incidents ranging from unauthorized intrusions into OED network systems to the mishandling of data in such a way that the privacy, integrity, or availability of confidential information is at risk; and to ensure the proper investigation of incidents involving loss, damage, misuse of Oregon Employment Department (OED) information assets, or improper dissemination of that information.

OED and State policy requires OED to establish an incident response team to address the handling of privacy and information security incidents. It requires OED managers, staff, and other authorized information users to report privacy and information security incidents. An incident is a threat or event that compromises, damages, or causes a loss of confidential or protected information (e.g. unauthorized disclosure of information, failure to protect user ID's, theft of computer equipment or client files, unexplained changes to a systems file, viruses, etc.). Agency management must promptly investigate incidents involving loss, damage, misuse of information assets, or improper dissemination of information. All program areas are required to report information security incidents according to the security reporting requirements in this policy.

All individuals granted access to OED information or systems are covered by this policy procedure and shall comply with this and associated policies, procedures and guidelines. These individuals include full and part-time employees, volunteers, contractors, temporary workers, those employed by others to perform OED work, and others authorized to access OED information, network and/or systems.

ISIRP is an Information Security "Incident Response" program, which captures both Privacy and Information Security Incidents. The OED Information Security Office (ISO) is responsible for receiving, reviewing, and responding to privacy/information security incidents, with involvement from department representatives in the resolution process.

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# Procedure: How to Report and Incident:

 OED Workforce Individuals: Immediately report any privacy or information security incident to the manager/supervisor, if available.

If the manager/supervisor is not available, workforce individuals should proceed to steps 2 and 3 of this procedure and report the incident to the manager/supervisor in a timely manner.

2. Manager/Supervisor: Gather privacy/information security incident information.

Reporting individual's: Name, Agency, Department and Work Unit , Position, Address, City, Email Address, Phone Number

Incident Information: Date, Time, Location

**Description/Action:** Brief description of the incident, parties and/or information systems involved and any action taken.

Manager/Supervisor: Submit report to the OED Customer Service and Support Office (Help desk) or the Information Security Office. The report may be made verbally or electronically, printed or by fax.

#### Incident Examples:

A Privacy or Information Security incident has four key elements: (a) it involves security of information; (b) it is unwanted or unexpected; (c) it shows harm or significant threat of harm; and (d) it requires non-routine response. An incident may occur in one or more of the following situations:

Confidential or protected Wage Information is accidentally or intentionally disclosed to unauthorized persons
An unauthorized person asks for or is given access to OED systems
Unauthorized reproduction of confidential or protected information
Unauthorized persons found in confidential area
Confidential or protected documents are not disposed of properly when no longer needed
Loss or Theft of physical or electronic media containing confidential or protected information
Confidential or protected information is not protected as it should be or is mishandled in some manner
Confidential or protected information is falsified
Computer equipment (laptop, personal digital assistants (PDAs), desktop workstation) containing confidential or protected information is lost or stolen
Employees share logins and/or passwords

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Someone asks for someone else's password
Data is defaced or destroyed
Data is modified for unexplained reasons
A workstation or notebook computer is found with a virus
Equipment misuse or tampering
Any violation of OED security or privacy policies

#### Steps Taken when an Incident is Reported:

In the event of an information security incident that affects the availability, integrity or confidentiality of agency's information assets, the following Information Security Incident Response Program (ISIRP) will be activated. This program establishes a response capability to handle information security incidents. It addresses internal and external communication, identifies roles and responsibilities for Information Security Incident Response Team (ISIRT), and establishes guidelines for monitoring, controlling, reporting, and following up on an incident.

Information Security Incident Response Team: For an information security incident involving computer or network security, the Information Security Program Manager (ISPM) typically receives the first reports, either from internal staff, State Data Center, or Enterprise Security Office. If a security breach has occurred, the ISPM assembles an Information Security Incident Response Team (ISIRT). Members will be the ISPM, Program Area Leader for the affected area, and Communications Manager.

Roles and Responsibilities: If the incident involves computer or network security, the ISPM will have responsibility for: (a) securing the technical environment; (b) working with the State Data Center and DAS Enterprise Security Office state incident response team; (c) convening the ISIRT; and (d) communicating a summary of the results of forensics and traffic logs to the ISIRT.

If the incident involves loss or compromise of non-electronic confidential material only, the site or section manager will have responsibility for: (a) securing the physical environment; (b) working with the appropriate local authorities; (c) requesting the Program Area Leader to convene the ISIRT; (d) communicating a summary of the results of forensics and traffic logs to the ISIRT; and (e) providing the Communication Manager with necessary materials to inform the DAS Enterprise Security Office state incident response team.

The Communication Manager will have the responsibility for: (a) engaging the services of an identity security vendor, if necessary; (b) obtaining approval for notification letter; and (c) managing the communication with affected individuals, media, and public.

The Program Area Leader will have responsibility for: (a) coordinating any HR involvement regarding the actions of staff whose equipment was involved in the breach; (b) determining if business practices need to be modified to prevent future incidents; and (c) paying for the cost of vendor services for ID protection and ID recovery.

The ISIRT will examine a summary of the results of the forensics and logs to determine notification requirements per SB583 (Oregon Consumer Identity Theft Protection Act) and state policy. The ISPM notifies the Director's Office of the scope and nature of the security breach, and provides updates until the incident is closed.

Card/ACH Data Breach: If the breach involves a breach in card/ACH data security, the ISIRT will notify the Office of the State Treasurer (OST). The ISIRT will speak with either the Merchant Bank Liaison on the Banking Team or a member of the Relationship Management Services Team in OST. The ISIRT will also speak with the US Bank customer service representative if the incident involves US Bank issued cards (such as US Bank Relia Cards). In addition, if the incident involves 'other' State Agency owned Card/ACH data (such as Payroll ACH info, US Bank AccelaPay Visa Card), the ISIRT will immediately notify the Officer-In-Charge in the respective State Agency.

Federal Tax Information (FTI): If the breach involves a breach in FTI data security, ISIRT will notify the Agent-in-Charge, Treasury Inspector General for Tax Administration (TIGTA). This is in compliance with IRS.gov Publication 1075 Section 5.6.8 Incident Response and Incident Reporting.

After the environment is secure and notifications have been sent, the ISIRT writes an incident report describing: (a) the nature of the event; (b) the scope and impact; (c) the immediate actions that were taken to control and notify; and (d) the actions that will be taken to reduce risk of repetition of the event.

Operational Controls: Security Breaches are to be kept confidential; information about any breach is provided outside of the ISIRT and Director's Office only on a "need to know" basis. Senate Bill 583 (Oregon Consumer Identity Theft Protection Act) and statewide/agency policies, including DAS Incident Response policy, guide decisions on an action plan for each incident. Resolution of any event assumes highest priority for the ISIRT.

**Resolution:** An incident will be considered "closed" when: (a) the technical environment is secured against any further action by the virus, malware, or breach; (b) all notifications, if required, have been sent; (c) all incident response reports have been delivered to the Director's Office; and (d) the Director's Office may request that the ISIRT debrief the Executive Team on the incident, providing recommendations for changes in business practices designed to reduce risk or repeat occurrences.

**Testing:** OED's Incident Response Policy Procedure will be tested annually, at a minimum. Testing will include a breach of FTI scenario at least once per year.

## Guidelines:

The following information should also be applied to protect OED information assets during security incidents:

## Roles and Responsibilities

#### 1. ISPM

- Publish and maintain policy procedures and guidelines for handling computer security incidents.
- Provide management oversight of the process for handling computer security incidents.
- Immediately inform OED management of significant incidents (major compromise of data, denial of service); update as necessary.
- Work with the ISIRT, users and/or system administrators, the network manager/administrator, and if necessary law enforcement officials to formulate an initial response plan, and modify the plan as needed.
- Ensure appropriate reports are prepared and submitted within established timelines.

#### 2. OED Managers

 Communicate to employees the information security response requirements outlined in this procedure.

	<ul> <li>Contact the ISPM within one working day after an incident.</li> <li>Work with the ISIRT, users and/or system administrators, the network manager/administrator, and if necessary law enforcement officials to formulate an initial response plan, and modify the plan as needed.</li> <li>Ensure appropriate reports are prepared and submitted within established timelines.</li> </ul>
	<ol> <li>User/System Administrator – the user or system administrator should perform the following if there are suspicions that an incident has occurred.</li> </ol>
	<ul> <li>Investigate briefly.</li> <li>If suspicion is ungrounded, log and share knowledge with ISPM and networking manager/administrator.</li> <li>If suspicion is confirmed or indeterminate, confer with manager, ISPM and networking manager/administrator.</li> <li>Start an event log by noting date and time of all actions.</li> <li>Take snapshot of pertinent files and document other evidence as appropriate within the first half hour of incident investigation.</li> <li>Identify risk to system or information.</li> <li>Confer with ISPM, ISIRT, and networking manager/administrator.</li> <li>Implement response plan within forty-five minutes of incident discovery.</li> <li>Notify management of significant incident and response plan.</li> <li>Monitor and study situation.</li> <li>Assist manager in preparing preliminary and final reports.</li> <li>Networking Manager/Administrator</li> <li>Work with the ISIRT, users and/or system administrators and the ISPM to formulate an initial response plan.</li> <li>Assist when necessary to evaluate and mitigate incident.</li> <li>Review response plan and if necessary assist in modifying the plan.</li> </ul>
Definitions:	Asset: Anything that has value to the agency
Deminions.	Confidentiality: A security principle that works to ensure that information is not disclosed to unauthorized subjects.
	<b>Information:</b> Any knowledge that can be communicated to documentary material, regardless of its physical form or characteristics.
	<b>Information Security:</b> Preservation of confidentiality, integrity and availability of information, including authenticity, accountability, non-repudiation, and reliability.
	<b>Information Security Office (ISO):</b> OED Information Security Office; responsible for receiving, reviewing, and responding to privacy/information security incidents.
Compliance:	All users of OED data and/or information are responsible for complying with DAS and Oregon Employment Department security policies as well as procedures and practices developed in support of the policies. Anyone suspecting misuse or attempted misuse of information systems resources is responsible for reporting such activity to their managers and to the Security Administrator.
Non- Compliance:	Failure to comply with this policy procedure and associated policies, standards, and guidelines, may result in disciplinary actions up to and including dismissal from state service for employees, volunteers or termination of contracts for contractors, partners, consultants, and other entities. Legal actions may also be taken for violations of applicable regulations and laws.

Exception

None.

Process:

Important

State of Oregon, Office of the State Treasurer (OST): (503) 378-4000 U.S. Bank: 1(800) 725-1243 Treasury Inspector General for Tax Administration (TIGTA): 1(800) 366-4484

Numbers:

a. Address: Ben Franklin Station, P.O. Box 589, Washington, DC 20044-0589
 b. Source: Publication 1075 (supersedes Feb 2007 publication).

Policy Link:

Information Security Policy IRM 7 (2): (link)

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## **ATTACHMENT 1**

## CONFIDENTIAL INFORMATION AND DATA SHARING ANNUAL IMPLEMENTATION AUDIT

Agreement Number:			
Contractor Name:			
Contractor's Agreement			
Administrator:			
Today's Date:			
Pursuant to OAR 471-010-0125, all w	vritten agreements with entities other	Included in	
	ess to Oregon Employment Department	Audit	
•	it, no less than once a year, the entity shall	(please	
conduct an audit of the processes by	y 1	initial)	
agreement(s). The audits shall include		initiar)	
1. How is access to OED information			
2. How is access to OED information			
	s granted, based on OAR 471-010-0105		
and ORS 657-665?			
	s authorized to grant and revoke access to		
OED information?			
	ne agency need access to OED information?		
6. Which specific positions within the	ne programs need access to OED		
information?			
7. What specific OED information is			
	ion is granted to contractors. If yes:		
a. Who is the contractor?			
b. Why is the contractor being g			
9. What "informed consent" if any, t	he agency uses when gathering		
information from its customers?			
By signing below, I attest that the audit required by OAR 471-101-0125 has been completed including each of the applicable subsections above.			
Signature: Date:			
This signed audit form shall be sent to	o OED at <u>OED_AUDIT_CERT@oregon.gov</u> pu	rsuant to	
This signed addition in situal be selle to	o old acold hobit durit estregoting ov		

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Section 34.1.

#### **ATTACHMENT 2**

# OREGON EMPLOYMENT DEPARTMENT INFORMATION SECURITY POLICY ACKNOWLEDGEMENT FORM

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# Oregon Employment Department Information Security Policy Acknowledgment Form

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The Oregon Employment Department (OED) routinely updates security controls and measures to be certain that information assets are protected; ensuring confidentiality, integrity, and availability. As part of this on-going effort, security policies are reviewed annually, updated, and implemented.

OED's Information Security IRM 7 (2) policy and policy procedures define users of agency information resources expectations for behavior and activities as it pertains to such information resources. By signing this agreement I acknowledge that I have received a copy of OED's Information Security Policy IRM 7 (2) and the relevant policy procedures. I certify that I have read and understood that as an employee I am granted access to agency information resources to perform job functions and if I have any questions regarding use, I will discuss them with my supervisor; or as a non-employee may have access to information resources to perform contractual agreement responsibilities and if I have questions I will discuss them with my OED Manager Contact.

I understand this signed agreement will be placed in my Personnel file (or Managers' file if a Volunteer, Contractor, Vendor, Consultant or Partner). I further understand any violation of these policies can result in limitation, suspension, or revocation of access to agency information assets and can lead to other disciplinary action up to and including dismissal from State service, termination of contract, or monetary damages (maximum fine allowed by law). Knowingly violating portions of this policy may also constitute "computer crime" under ORS 164.377.

Employee / Worker Signature	Printed Employee / Worker Name	Date
Non-employee Signature (if non-OED employee)	Printed Name	Date
Manager/Manager Contact Signature	Printed Manager Name	 Date

Rev: 10/21/2010

## **ATTACHMENT 3**

## COMMITMENT TO CONFIDENTIALITY AGREEMENT

# Oregon Employment Department Commitment to Confidentiality – Level 3 (Full Access)



#### **FEDERAL LAW**

The U.S. Department of Labor holds that under Sections 303(a)(1) and 303(a)(8) of the Social Security Act, information collected and maintained for the administration of the unemployment compensation program is confidential and, with certain exceptions, not subject to disclosure. This confidentiality requirement pertains to information required from individuals and employers or employing units for the purposes of administration of the state's unemployment compensation laws. This includes, among other items, the customer's name, address, social security number, earnings/wages, and employer BIN number.

## STATE LAW

Oregon Revised Statute 657.665 provides "all information in the records of the Employment Department pertaining to the administration for the unemployment insurance, employment service and labor market information programs is confidential and for the exclusive use and information of the Director of the Employment Department in administering the programs which the agency oversees except as otherwise provided in ORS 657.665." ORS 657.665 also specifies certain circumstances under which confidential information may be shared with specified entities for specified purposes.

#### **DEPARTMENT RULES (OARs)**

OAR 471-010-0080 through 0125 provide additional authority and direction regarding access to, use, and disclosure of customer information provided to the Oregon Employment Department. The administrative rules detail the allowances for sharing customer information with partners in the one-stop system, law enforcement officials, agents, legislators, and attorneys. The rules also provide the sanctions for unauthorized disclosure, the need for interagency agreements to share the information, and a description of additional concepts discussed in both rule and statute.

## **UNDER PENALTY OF DISQUALIFICATION**

ORS 657.665(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

#### UNDERLYING GUIDELINES

- You may have access to records only as necessary to do your job. DO NOT discuss identifying information from our records with coworkers unless you or they must do so in order to do your job.
- 2. Once accessed, the information may only be used for the purposes for which this confidential information sharing was approved.
- Unless you have been given authority to discuss or disclose confidential information, refer to your supervisor all contacts that could result in disclosure.
- 4. Any unauthorized use constitutes a breach of confidentiality and is not within the scope of duties of any officer, agent, or employee. Unauthorized publication of the information is absolutely prohibited. Such unauthorized use is to be reported immediately to your supervisor. The supervisor will immediately call the OED help desk and ask to speak the security manager or the security incident responder on duty. The supervisor will then report the details to the security personnel.

I understand that all information and data contained in OED records is confidential and not for release except under certain defined circumstances. I also understand that, as a non-OED employee, if I access or disclose any information not authorized by law, rule or policy, action up to and including revocation of access to agency information assets and termination of contract will be taken, which may also include monetary damages (maximum fine allowed by law).

Should I have questions, in the future; regarding the confidentiality of OED records I will refer and discuss them with the OED Manager contact prior to releasing the information.

Signature:	Printed Name:	Date:
Organization:	Location:	
Manager Signature:	Printed Manager Name:	Date:

Oregon Employment Department • Employment.Oregon.gov • FORM 2593 (0614) • DOJ Review 6-2014

August 9, 2019

#### **Introduction and Overview**

OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon participated in a countywide two-year research project performed by the Coalition of Communities of Color (CCC) to study racial justice. CCC reports that communities of color have always lived in Washington County. Immigration and gentrification have brought more people of color to the community and reports Native Hawaiian and Pacific Islanders is the fastest growing community in Washington County – a community of color that is increasing in the annual point-in-time (PIT) homeless count. The CoC has previously performed analysis on racial disparity as a planning component in implementing the coordinated entry (CE) system – known as Community Connect – to ensure equity in service provision and provide equal access to all persons experiencing homelessness.

## **CoC Data Methodology**

On August 9, 2019, the CoC performed an assessment of people reported homeless to determine if people of color are disproportionately reflected in the homeless population, and to determine if they are more or less likely to receive homeless assistance and experience positive outcomes from the homeless assistance.

To perform the assessment, the HUD Racial Equity Analysis Tool was used that includes American Community Survey (ACS) 2011-2015 5-year estimates reporting 556,210 people in the CoC with 22% of the population representing people of color. The Tool includes ACS local and state data demographic data, 2017 Point-In-Time Homeless Count and Annual Homeless Assessment Report (AHAR) data submitted to HUD. The CoC analyzed this data against the racial demographics of the population served by homeless shelter and housing programs as reported in the FY2018 Longitudinal Systems Analysis (LSA) data.

## **Assessment Findings**

Data on cause of homelessness reports people of color experiencing homelessness as a result of underemployment and increased housing rental fees (average 1-bedroom unit is \$1,200 per month). The low-wage employment and rising housing costs is displacing people living in poverty.

The CoC reports racial disparity exists with a higher number of Black/African American, Native American and Asian/Pacific Islander reported in the PIT homeless data as compared to persons living in poverty. The Hispanic population is disproportionally reflected with 36% living in poverty, although comprise 13% of the PIT data given the Hispanic/Latino culture to live doubled-up and reported concerns of national immigration enforcement if they contact the homeless system. Black/African Americans comprise 3% of the poverty population and are disproportionally represented in the 2017 PIT as they represent 9% of all homeless and 19% of the unsheltered homeless family population.

<u>Asian/Pacific Islanders</u> comprise 8% of the poverty population and 5% of all homeless in the 2017 PIT and 18% of the unsheltered homeless family population.

<u>American Indian/Alaska Native</u> comprise 1% of the poverty population and are 2% of all homeless in the 2017 PIT and zero unsheltered homeless families.

The CoC matrix further assessed race- and ethnicity-based overrepresentation among people experiencing homelessness to determine whether local homeless programs and the CE system are perpetuating disparities and inequity or working as planned to create greater access to homeless

## OR-506 CoC RACIAL DISPARITY ASSESSMENT

August 9, 2019

programs. The CoC compared access to homeless shelter and housing programs and noted communities of color are represented in the shelter data; however, are underrepresented in the homeless permanent housing programs.

Race	% County General Population (ACS 2011-2015 5-Yr)	% in Poverty Population (ACS 2011-2015 5-Yr)	% of 2017 Point-In Time Count (1/25/17 HMIS)	% Adult HoH Enter Shelter & Housing (FY2018 LSA Data)	% Adult HoH Enter Permanent Housing (FY2018 LSA Data)
White	78%	67%	73%	69%	77%
Black or African American	2%	3%	9%	8%	5%
American Indian or Alaska Native	1%	1%	2%	2%	2%
Asian/Native Hawaiian or Other Pacific Islander	10%	8%	5%	3%	3%
Multiple Races	9%	21%	11%	18%	13%

Race	% County General Population (ACS 2011-2015 5-Yr)	% in Poverty Population (ACS 2011-2015 5-Yr)	% of 2017 Point-In Time Count (1/25/17 HMIS)	% Adult HoH Enter Shelter & Housing (FY2018 LSA Data)	% Adult HoH Enter Permanent Housing (FY2018 LSA Data)
Non-Hispanic/ Non-Latino	84%	64%	87%	88%	91%
Hispanic/Latino	16%	36%	13%	12%	9%

#### Discussion

The jurisdiction's high cost of rental housing is having an impact on communities living in poverty, with a greater impact on people of color as noted in the poverty and homeless data. The CoC has implemented outreach and culturally specific, trauma informed services and programs, and developed public and private partnerships to implement cross-sector change that provides equal access to homeless programs; e.g. shelter, housing and services, and continues to work toward system integration to leverage greater access to health, education, and economic supports.

## **Determination and Follow-up**

The CoC planning, policy and programming is working in partnership to support and monitor agencies in providing culturally specific services and greater access to affordable housing, to increase opportunities for communities of color in decision-making, to educate public leaders and stakeholders on the value of cultural diversity, to work on pay equity and opportunities for career advancement and create a culture of compassion.

Specific CoC strategy goals include: 1) Bi-annually use data to assess programs and systems on providing connections to housing and services at equitable rates and achieving outcomes; 2) Identify and address any identified racial disparities caused by process or barriers within the homeless system; and 3) Review findings and outcomes with CoC membership and develop corrective actions for implementation to include policy and process.

## HMIS GOVERNANCE CHARTER

Policy No.: 578.7-OR506CoC Approved By: HSSN (the CoC) Effective Date: September 3, 2008 Revision Date: August 2, 2018

Prepared By: Washington County Department of Housing Services

503-846-4760 http://www.co.washington.or.us/Housing/EndHomelessness/

**Policy Authority:** This policy is adopted under the authority of the local Continuum of

Care (CoC) in Washington County, commonly referred to as the Housing and Supportive Services Network (HSSN). The CoC Governance Policy 578.5-OR506CoC identifies the roles and

responsibilities of the CoC.

**Purpose:** The term Homeless Management Information System (HMIS) refers to

the information system designated by the CoC used to record, analyze, report, and transmit client and activity data in regard to the provision of shelter, housing, and services to individuals and families who are

homeless or at risk of homelessness.

**Standard:** The HSSN is responsible for selecting HMIS software, designating the

HMIS Lead to manage the system, provide oversight for key HMIS policies, work with the HMIS Lead to ensure CoC achieves high participation rates among projects that serve persons experiencing homelessness, and use the data in HMIS to support planning and

operational responsibilities.

Scope: Homeless Provider Agencies, recipients and subrecipients of CoC

Program and Emergency Solution Grant (ESG) funds, the HMIS Lead

Agency, and the CoC Collaborative Applicant.

Authority For Code: Homeless Emergency Assistance and Rapid Transition to Housing

(HEARTH) Act Code of Federal Regulation (CFR) for the CoC Program

24 CFR Part 578.7 and HMIS 24 CFR part 580.

## **Responsibilities:**

Note: This policy is adopted by the HSSN using the HMIS proposed rule 24 CFR 580. This HMIS Governance Charter will be updated to include the HMIS final rules with specific details applicable to HMIS technical standards, security standards, data quality standards, and data collection requirements to allow for flexibility in adapting to changing technology and new program requirements.

## 1. HMIS DESCRIPTION

In May 2006, the HSSN selected *ServicePoint* software and the Washington County Department of Housing Services as the HMIS Lead Agency for the geographic region covered by OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon.

# HMIS GOVERNANCE CHARTER

Washington County subsequently entered into a partnership with NW Social Service Connections (NWSSC), owned and operated by the Portland Housing Bureau (PHB) with the City of Portland to create a regional HMIS implementation. Since that time, additional localities throughout the State of Oregon joined the implementation. By 2012, all State of Oregon HMIS jurisdictions had joined the original implementation, making it a statewide HMIS using *ServicePoint*.

## The HMIS system will:

- Produce an unduplicated count of persons experiencing homelessness;
- Describe the extent and nature of homelessness locally, and provide aggregate data for regional, state and national reporting;
- Identify patterns of service use by at-risk and homeless populations; and
- Measure program and system-level performance.

Appointed by the HSSN, the Washington County Department of Housing Services is the jurisdiction's CoC Collaborative Applicant. Washington County coordinates the use of HMIS data for evaluating program and system outcomes, analysis of resource gaps, prepare local and federal reporting on homeless demographics, and prepare the federal McKinney-Vento Homeless Assistance grant application.

# 2. RESPONSIBILITIES ASSIGNED TO THE COC FOR HMIS IMPLEMENTATION The HSSN will:

- a) Select HMIS software for the geographic area covered by the CoC.
- b) Designate an eligible HMIS Lead Agency to be responsible for managing the CoC's HMIS.
- c) Review, revise and approve a privacy plan, security plan, and data quality plan for the HMIS and incorporate into the CoC's Governance the policies and procedures needed to implement these plans and comply with other HMIS-related requirements identified.
- d) Ensure consistent and compliant data collection as defined in the HMIS Agency Participation Agreement (Appendix B).
- e) Ensure that the HMIS is administered and implemented in compliance with the requirements established by HUD in 24 CFR Part 580.

## The HSSN will use HMIS to:

- f) Support community-wide planning to identify gaps in meeting the needs of a diverse homeless population that includes cultural and linguistic competencies;
- g) Track progress in meeting CoC and project-specific performance goals;
- h) Identify how best to direct resources to prevent and end homelessness;
- i) Perform screening and assessment within Community Connect, the CoC's centralized assessment system;
- j) Complete the competitive McKinney-Vento CoC Program Homeless Assistance grant application;
- k) Meet HUD reporting requirements, to include the required Annual Performance Report (APR) for all HUD-funded programs, the Annual Homeless Assessment Report (AHAR) submitted to the U.S. Congress;
- l) Complete the homelessness components of the Consolidated Plan;

# HMIS GOVERNANCE CHARTER

- m) Report outcomes and challenges for A Road Home: Community Plan to Prevent and End Homelessness in Washington County;
- n) Document the CoC's qualifications as a high-performing community; and
- o) Enter into a CoC and HMIS Governance Memorandum of Understanding defining responsibilities between the HSSN (the CoC) and the HMIS Lead Agency. Refer to Appendices for copy of signed CoC and HMIS Governance Declaration of Roles and Responsibilities.

# **3.** HMIS TECHNICAL PRIVACY, SECURITY AND DATA QUALITY STANDARDS Current applicable HMIS standards include:

 a) 2017 HMIS Data Standards. The HUD HMIS Data Standards Manual is available online at <a href="https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2017.pdf">https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2017.pdf</a>

## **Technical Requirements (24 CFR 580.33)**

HMIS Lead Agency and the HMIS vendor are jointly responsible for ensuring compliance with the technical standards. The HSSN will implement uniform technical requirements for HMIS and proper data collection and maintenance of the database to ensure the confidentiality of the information in the database. Data entry will follow standards on participation, data collection, and reporting under the local *Servicepoint* HMIS and comply with 24 CFR part 578.57(a)(3).

## Privacy and Security Requirements (24 CFR 580.35)

Security standards are directed to ensure the confidentiality, integrity, and availability of all HMIS information, protect against any reasonably anticipated threats or hazards to security, and ensure compliance by end users.

At a minimum, Washington County and all Covered Homeless Organizations (CHO) designated will comply with the following:

- Security Plan. The NW Social Service Connections CMIS/HMIS Policies and Procedures. Refer to the HMIS Manual for details.
- Administrative Safeguards. The administrative actions, policies, and procedures required to manage the selection, development, implementation, and maintenance of security measures to protect HMIS information, at a minimum will meet the following:
  - (1) Security Officer A designated security officer ensuring compliance to standards.
  - (2) Security Awareness Training and Follow-up CoC HMIS Lead will provide annual training to CHO and CoC.
  - (3) Reporting Security Incidents –Agency Participation Agreement "Security Addendum" for the policy and communication plan for reporting. Refer to the HMIS Manual for details.
  - (4) Disaster Recovery Plan Protocol for communication with staff, CHO and COC.
  - (5) Annual Security Review HMIS Lead will complete annual review using security checklist
  - (6) Contracts and other arrangements Lead will administer and retain copies of all contracts and agreements executed as part of the administration and management of the HMIS.

# HMIS GOVERNANCE CHARTER

The CHO will comply with any Federal, State and local laws requiring additional confidentiality protections, including but not limited to:

- The Health Insurance Portability and Accountability Act (HIPAA) of 1996 (45 CFR parts 160 and 164)
- The Confidentiality of Alcohol and Drug Abuse Patient Records Rule (42 CFR part 2)
- Violence Against Women and Department of Justice Reauthorization Act. Victim service
  providers are exempted from entering data directly into a CoC's HMIS because of
  privacy and confidentiality considerations. While they may be exempt from direct clientlevel data entry into HMIS, victim service providers still must keep required data in a
  comparable database.
- CoC Program and ESG-funded recipients and subrecipients will follow written procedures to ensure confidentiality of data for both HMIS and comparable databases in accordance with 24 CFR Part 578.103(b)(i).

## Data Quality Standards and Management Requirements (24 CFR 580.37)

The data quality standards ensure the completeness, accuracy, and consistency of the data in the HMIS. The CoC is responsible for the quality of the data produced.

HMIS Lead will develop and implement a Data Quality Plan and set data quality benchmarks for Covered Homeless Organizations (CHO) for "Lodging" providing overnight accommodations and "Non-lodging" projects that do not provide overnight accommodations.

The HMIS is capable of producing reports required by HUD to assist the HMIS Lead in monitoring data quality.

## 4. APPENDICES

Appendix A: CoC and HMIS Governance Declaration of Roles and Responsibilities

Appendix B: HMIS Agency Participation Agreement, to include Inter-Agency Data Sharing Agreement for Agencies in Washington County

Appendix C: NW Social Service Connections/Policy and Procedures

## **REVISION HISTORY**

Date	Description of Changes
12/14/2012	Original Version that incorporates Appendix A Declaration of
	Roles and Responsibilities adopted by HSSN on 9/3/2008.
6/3/2015	Amend Appendix A to include new Co-Chair signature.
4/14/17	Amend Section 3 to update 2014 HMIS Data Standards.
10/4/17	Amend to include 2017 HMIS Data Standards effective 10/1/17.
11/9/17	Amend HMIS Agency Participation Agreement
8/2/2018	Declaration Agreement signed by Komi Kalevor, Director (new)

# HMIS GOVERNANCE CHARTER

#### APPENDIX A



## WASHINGTON COUNTY

OREGON

# CoC AND HMIS GOVERNANCE DECLARATION OF ROLES AND RESPONSIBILITIES

#### Names of Parties Referenced Below:

- Hillsboro/Beaverton/Washington County OR-506 Continuum of Care is a community consortium under the governance of the Housing and Supportive Services Network (HSSN), hereinafter referred to as CoC.
- Washington County Department of Housing Services hereinafter referred to as WCHS.

#### Recitals:

- The CoC is the primary decision making body for HUD funded programs for homeless people in Washington County, Oregon.
- The CoC has determined that WCHS will be the CoC Lead Organization and the HMIS (Homeless Management Information System) Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of Federal funds under the Stewart B. McKinney Homeless Assistance Act, as amended by the HEARTH Act, to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level
  information including the characteristics of men, women, and children experiencing homelessness and the
  housing/services provided to them.
- CoC has chosen ServicePoint software by Bowman Systems LLC as the HMIS product.
- WCHS has entered into a contract for HMIS software with the City of Portland, administered by the
  Portland Housing Bureau. This contract enables the CoC to participate in a state-wide HMIS
  implementation of ServicePoint administered by Portland Housing Bureau using.

## Responsibilities of CoC:

- Oversight of the HMIS system in Washington County.
- Designation of the CoC HSSN Work Group as the group that will track HMIS implementation and progress
- Enforce compliance that all CoC Program and Emergency Solution Grant (ESG) project recipients and subrecipients participate fully in HMIS, and encourage and support non-HUD funded projects to participate in HMIS.
- Ensure accurate data reporting in the CoC Program Homeless Assistance grant application utilizing HMIS
  data
- Ensure that the HMIS projects receive a priority funding status in the CoC's Priority List in the CoC Collaborative Application submission to HUD.
- Require annual HMIS data submission in the HUD Annual Homeless Assessment Report, Point-In-Time (PIT) Count and Housing Inventory Chart (HIC) for all homeless assistance projects.

#### Responsibilities of WCHS as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Washington County.
- Provide group and individual training to HMIS users in Washington County.
- Provide individualized technical assistance to HMIS users in Washington County.
- Assist CoC grantees with specialized reporting needs.
- Monitor and promote good data quality.
- Recommend continuum-level mechanisms for monitoring and enforcing compliance with approved policies and procedures.
- Generate data necessary for CoC Collaborative Application.
- Produce quality data in compliance with Federal reporting, to include the AHAR, Point-In-Time (PIT) count
  and the Housing Inventory Chart (HIC)/
- Ensure that pertinent HMIS monitoring is included in the CoC's annual site visit of grantees.
- Function as the Washington CoC's liaison to the Regional HMIS Implementation effort.
- Ensure compliance with HMIS contract held with Portland Housing Bureau, the HMIS vendor contact.

HMIS Governance Charter Page 5

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# HMIS GOVERNANCE CHARTER

## **APPENDIX A**

- Participate in the statewide HMIS System Administrators' Work Group.
- Collaborate with WCHS CoC Lead staff on CoC data needs.
- Provide grant administration functions for the CoC's dedicated HMIS grant:
  - a) Prepare data for annual renewal grant;
  - b) Identify and secure grant match and leverage funds;
  - c) Track grant expenditures throughout the project year;
  - d) Prepare the HUD Annual Performance Report (APR);

## Responsibilities of WCHS as CoC Lead Organization:

- Provide staffing to the CoC to ensure a sustainable infrastructure.
- Coordinate the planning efforts of the CoC.
- · Organize and advertise CoC meeting schedules.
- Ensure distribution and record maintenance of CoC documentation; e.g. meeting minutes, policies, annual work plans in support of the 10-Year Plan, documents.
- Coordinate, complete, certify and submit the CoC Collaborative Application.
- Coordinate with WCHS HMIS lead staff on CoC data needs.

Housing and Certification	d Supportive Services Network (Washington County CoC) Policy and Procedure Review		
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Annette M. E			
CoC Chair an	nd HMIS Lead Administrator		
Homeless Pro	ogram Manager, Washington County Department of Housing Services (public agency)		
22	913/18		
Katherine Ga	lian Date		
CoC Co-Chai	ir		
Director, Com	nmunity Action Organization (nonprofit agency)		
Washington	County Department of Housing Services Policy and Procedure Review Certification:		
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Komi P. Kaley			
Director, Was	shington County Department of Housing Services (public agency)		
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<b>Revision His</b>	story		
Date	Description		
09/03/2008	Adopted by the CoC (Housing & Supportive Services Network or HSSN)		
12/14/2012	Add HEARTH Act language, revised Portland Bureau of Housing & Community Development (BHCD) to read Portland		
	Housing Bureau (the statewide HMIS Lead), and add reference to CoC Program and Emergency Solution Grant.		
06/03/2015	Signature of newly elected CoC (HSSN) Co-Chair.		
07/25/2018	Signature of new Director for Washington County Department of Housing Services		

# HMIS GOVERNANCE CHARTER

## **APPENDIX B**

# NW Social Service Connections/Washington County-DHS Agency Participation Agreement

NWSSC CMIS/HMIS: Washington County

Released 01/12/2011 Legal Review 11/7/2017 Revised 11/9/2017 OR-506

Revised 11/9/2
This Agreement is entered into on//(MM/DD/YYYY) between NW Social Service Connections CMIS/HMIS, the Washington County Department of Housing Services (WC-DHS) and (Organization Name/Participant).
NW Social Service Connections (NWSSC) is the administrative entity that governs a multiple of key stakeholder's¹ implementation of Client Management Information System (CMIS) and Homeless Management Information System (HMIS) used to record and share information among service-providers pertaining to services provided to homeless and near homeless Clients. The NWSSC CMIS/HMIS system of choice is ServicePoint. The ServicePoint is an information system that provides standardized assessment of a Client needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.
The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC CMIS/HMIS and serves as the NWSSC System Administrator and custodian of data in the CMIS/HMIS. The lead organization for NWSSC is the PHB in partnership with key stakeholder <sup>1</sup> organizations, including Washington County Department of Housing Services pursuant an Intergovernmental Agreement with PHB. The NWSSC System Administrators are ServicePoint dedicated program staff with PHB. Additionally, Washington County Department of Housing Services is identified as a key stakeholder <sup>1</sup> organization with staff functioning as a local ServicePoint System Administrator.
Any documentation, agreements, policies and forms created for use with NWSSC CMIS/HMIS must incorporate all NWSSC policies, agreements, and documents and be no less restrictive.
In this agreement, "Participant" is an Organization that uses ServicePoint and "Client" is a consumer of services.
This agreement is between WC-DHS and(Participant). Additional organizations may join HMIS in accordance with the NWSSC and WC-DHS HMIS Policies and Procedures.
1. Consideration. Participant agrees to pay WC-DHS an annual software support charge for

- Consideration. Participant agrees to pay WC-DHS an annual software support charge for each year the Participant uses the CMIS/HMIS. The annual software charge is established by the City of Portland, Portland Housing Bureau. Payments are due within thirty (30) days of invoice.
- 2. <u>Operating Policies:</u> Each Participant agrees to follow and comply with all HMIS Data Standards, policies and procedures, which may be modified at any time by NWSSC CMIS/HMIS System Administrators and the WC-DHS System Administrator.

HMIS Governance Charter Page 7

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<sup>&</sup>lt;sup>1</sup> Contact City of Portland, Portland Housing Bureau for a complete list of key stakeholders.

# HMIS GOVERNANCE CHARTER

- 3. <u>Technical Support:</u> Mediware is providing hosting services for NWSSC and Service Point. Mediware provides hosting, maintenance, monitoring, and administration for servers. The System Administrators and Mediware will provide continuing technical support as related to the ServicePoint system. Participating agencies will identify staff that will use the system and receive user licenses. If the agreement is terminated, NWSSC and WC-DHS HMIS System Administrators will revoke Participant user licenses. Mediware shall operate and maintain the network server, software, and any other network or communication devices at the host site, which is necessary for the proper functioning of the ServicePoint system. Each Participant shall provide and maintain its own computers and connection to the Internet.
- 4. <u>Computers:</u> Security for data maintained in NWSSC CMIS/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". Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/. NWSSC and WC-DHS may add additional standards and will provide notice(s) to Participants if this occurs.

- 5. <u>Training:</u> The Participant is responsible for all training related to basic computer skills as wells as confidentiality and ethics training. The NWSSC and WC-DHS System Administrators shall assure the provision of any training of necessary Participant staff in the use of ServicePoint. The System Administrators will provide training updates, as necessary and reasonable, due to staff changes and changes in technology.
- 6. <u>Data:</u> The Participant shall not be denied access to Client data entered by the Participant. Each Participant is bound by all restrictions placed upon the data by the Client of any Participant. Each Participant must diligently record and take all other appropriate actions to assure ServicePoint includes and reflects all restrictions on the release of or sharing of records that the Client has requested. Each Participant must also keep on file all Release Of Information (ROI) forms, including WC-DHS HMIS Client Consent to Share forms. A Client may not be denied access to their own records.

A Participant shall not knowingly enter false or misleading data under any circumstances. All Participants shall provide the WC-DHS System Administrators with the appropriate ServicePoint Data. Violation of any of the above sections by a Participant is a material violation of this agreement.

If this agreement is terminated, the NWSSC and WC-DHS System Administrators shall provide the Participant with an electronic copy of their Client data. A hardcopy form will be available, upon written request, within seven (7) working days. Nonetheless, the System Administrators and remaining Participants shall continue to have a right to use all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/ HMIS application.

7. <u>Confidentiality of Information:</u> Each Participant understands and agrees that participation in the NWSSC CMIS/ HMIS system will make confidential information in the Client Profile available to other Participants as outlined in the NWSSC/WC-DHS HMIS Policies and Procedures. It is the responsibility of each Participant to observe all applicable laws and regulations regarding Client confidentiality. Only Client specific data approved for release by the Client and properly recorded by the Participant shall be accessible to other Participants. The Participant will provide staff training in privacy protection for their ServicePoint users.

# HMIS GOVERNANCE CHARTER

If a Client withdraws their consent for the sharing of their information (release of information), the Participant remains responsible to ensure that the Client's information is restricted at the Client Profile level and therefore unavailable to other Participants. If a Participant terminates this agreement the Participant must notify the NWSSC CMIS/HMIS and WC-DHS System Administrators of the termination in accordance with Section 13 of this agreement. System Administrators and remaining Participants shall continue to have a right to use all Client data previously entered by the terminating Participant. This use is subject to restrictions requested by the Client and may be used only in furtherance of the purpose of the NWSSC CMIS/HMIS application.

Aggregate data may be made available by HMIS lead organizations to other entities for funding or planning purposes pertaining to providing services to the homeless. However, data released by the HMIS lead organizations must never directly identify individual Clients.

De-identified data sets may be used for unduplicated counting, planning and research activities.

All data entered into ServicePoint shall be maintained in the ServicePoint system for at least seven years after being entered or after last being modified.

- 8. <u>Transferability:</u> No right, privilege, license, duty or obligation, whether specified or not in this agreement or elsewhere, can be transferred or assigned, whether or not done voluntarily or done through merger, consolidation or in any other manner, unless the System Administrators or the ServicePoint Policy Committee grants approval.
- 9. <u>Mutuality:</u> This agreement applies to, amongst and between each individual Participant, WC-DHS, PHB, and the NWSSC key stakeholders.
- 10. <u>Limitation of Liability and Indemnification</u>: No party to this agreement shall assume any additional liability of any kind due to its execution of this agreement or participation in the NWSSC CMIS/HMIS system. 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, through participation in ServicePoint. The parties specifically agree that this agreement is for the benefit of the parities only and that this agreement creates no rights in any third party.

Each party shall indemnify and hold harmless all other parties, as well as the officers, directors, employees, volunteers, and agents of those parties from any actions, liabilities, demands, costs, and expenses, including court costs and attorney fees which may arise from that party's negligent, or intentional acts or omissions under this agreement.

- 11. <u>Limitation of Liability:</u> PHB, Key Stakeholders<sup>1</sup>, and WC-DHS shall not be liable to any Participant for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment to the extent that any such event is beyond reasonable control. The parties agree to cooperate in making best efforts to restore any services that have ceased, been delayed or interrupted for any reason including but not limited to any malfunction of hardware, software or equipment. If such an event continues for more than 30 days, the Participant may terminate this agreement immediately upon written notification to the WC-DHS System Administrator, PHB, Key Stakeholders<sup>1</sup>, and other Participants.
- 12. <u>Disclaimer of Warranties:</u> The System Administrators make no warranties, expressed or implied, including the warranties or merchantability and fitness for a particular purpose, to any Participant or any other person or entity as to the services of the ServicePoint system or to any other matter.

# HMIS GOVERNANCE CHARTER

- 13. <u>Term and Termination:</u> This Agreement shall remain in-force until revoked in writing by either party upon 30 days advance written notice to the other party.
- 14. <u>Amendments and Waivers:</u> This agreement may be unilaterally modified or superseded by any additional or alternative agreements presented by PHB, Key Stakeholders and WC-DHS. This agreement cannot be altered or modified except in writing signed by the Participant and WC-DHS. No waiver of any right under this agreement is effective except by a writing signed by the Participant and WC-DHS. No waiver or breach shall be considered a waiver or breach of any other provision neither of this agreement nor of any subsequent breach or default. Each Participant shall get notice by the NWSSC or WC-DHS System Administrators of any breach or waiver of a breach.
- 15. <u>Notices:</u> All notices, between Participant and System Administrators, under this agreement must be in writing and mailed to the parties at least ten (10) business days in advance unless otherwise provided for in this agreement.
- 16. <u>Scope of Agreement:</u> This agreement, together with the Security Addendum, Inter-Agency Data Sharing Agreement for Agencies in Washington County, and the HMIS Policy and Procedures and any referenced material, is the entire agreement between the parties and is binding upon the parties and any permitted successors or assigns.
- 17. <u>Applicable Law:</u> This agreement is governed by and subject to the laws of the State of Oregon. No legal cause of action arising from this agreement may be brought except in courts with designated jurisdiction over Washington County, Oregon.
- 18. Display of Notice: Pursuant to the notice published by the Department of Housing and Urban Development (HUD), Participant will prominently display the Notice to Clients of Uses & Disclosures (Privacy Notice to Clients) in its program offices where intake occurs and will take appropriate steps to ensure that all Clients whose information is entered into or accessed from CMIS/HMIS, read and understand the contents of the Notice. The Notice will be substantially in the form of the Notice to Clients of Uses & Disclosures, except that (a) where an Organization's treatment of information is materially limited by other applicable laws or requirements, the Participant's Notice must reflect the more stringent requirements, and (b) Participant will update its Notice whenever NWSSC CMIS/HMIS updates and distributes a new form of Notice to Clients of Uses & Disclosures. Participant will provide a written copy of the Participant's Notice then in effect to any Client who requests it and will provide a copy of such Notice to all Clients who are asked to sign a Client Consent to Release of Information for Data Sharing in Washington County and other agency Release Of Information forms. Participant will maintain documentation of compliance with these notice requirements by, among other things, maintaining copies of all Notices it uses and the dates upon which they were first used.

# HMIS GOVERNANCE CHARTER

# **NW Social Service Connections/Washington County-DHS**

**Agency Participation Agreement** 

NWSSC CMIS/HMIS: Washington County

Released 01/12/2011 Legal Review 11/7/2017 Revised 11/9/2017 OR-506

## **ASSURANCE**

\_\_\_\_\_ (Participant) assures that the following fully executed documents will be on file and available for review.

- The Organization's Confidentiality Policy.
- The Organization's Grievance Policy, including a procedure for external review.
- The official Notice to Clients of Uses & Disclosures, Privacy Notice to Clients.
- Executed Client Consent to Release of Information for Data Sharing in Washington County, Oregon form.
- Executed Inter-Agency Data Sharing Agreement for Agencies in Washington County, Oregon.
- Executed Organization Authorizations for Release of Information, as needed.
- Certificates of Completion for required training for all HMIS Users.
- A fully executed User Agreement for all HMIS Users.
- A current copy of the WC-DHS HMIS Policy and Procedures.

Signature	
Printed Name	
Date (mm/dd/YYYY)	

# HMIS GOVERNANCE CHARTER

## Inter-Agency Data Sharing Agreement for Agencies in Washington County, Oregon

Agency Name/Participant: _	 	
Definition:		

The Agency entering into this Agreement is the "Participant"; Any individual receiving services is "Client".

## **Background Information:**

NW Social Service Connections' Client/Homeless Information System (NWSSC CMIS/HMIS) is a computer system that is used to collect and share information on homelessness and other challenges in Washington County. The information gathered by NSWWC CMIS/HMIS, in addition to creating an unduplicated count of the homeless and other populations, and producing aggregate information that will assist in developing policies to end homelessness and other issues, helps agencies plan and deliver services that help people in need. By sharing information with each other, participating agencies are able to streamline service delivery by tracking services and referrals provided to the persons they serve.

## **Participant Agreement:**

The Participant agrees to share Client data among participating agencies via the NWSSC CMIS/HMIS for the purposes outlined below. This process can benefit Clients by eliminating duplicate intakes. Intake and exit interviews can be shared, with client consent, between participating agencies. Each participating agency must complete and comply with the Agency Participation Agreement and the HMIS Policies and Procedures. Each individual HMIS User must complete and comply with the HMIS User Agreement and HMIS Policies and Procedures. These documents are available upon request or on the website at <a href="http://www.co.washington.or.us/Housing/EndHomelessness/hmis.cfm">http://www.co.washington.or.us/Housing/EndHomelessness/hmis.cfm</a>.

## **Uses of CMIS/HMIS Data:**

- Coordinate services for families and individuals experiencing homelessness or other challenges in Washington County.
- Understand the extent and the nature of homelessness in Washington County.
- Evaluate performance and progress toward community benchmarks.
- Improve the programs and services available to Washington County residents experiencing homelessness or other challenges.
- Improve access to services for all Washington County homeless and other populations in need.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that services are targeted to those most in need, including "hard to serve" populations.
- Ensure that Clients receive the amount and type of services that "best fits" their needs and preferences.
- Pursue additional resources for ending homelessness and other challenges.
- Advocate for policies and legislation that will support efforts to end homelessness and other community problems in Washington County.

## **Client Protection**

- Informed consent must be given by clients in order for their information to be shared among participating agencies in the NWSSC CMIS/HMIS.
- Note: If the Client does not consent to sharing data, the Client data will still be collected and entered into CMIS/HMIS – just not shared with participating agencies.

# HMIS GOVERNANCE CHARTER

- Client information will only be shared among agencies that have signed a data sharing agreement. At the time of informed consent, and at any point after, the Client has the right to see a current list of the participating agencies.
- Additional participating agencies<sup>2</sup> may join the NWSSC CMIS/HMIS and will be added to the
  list of CMIS/HMIS participating agencies. As part of the informed consent process, Clients
  must be informed that additional agencies may join the collaborative at any time and may
  have access to their information.
- CMIS/HMIS Users will maintain CMIS/HMIS data in such a way as to protect against revealing the identity of Clients to unauthorized agencies, individuals, or entities.
- Clients may not be denied services based on their choice to withhold their consent.
- Information will not be used to harm or deny any services to a Client.
- Clients have the right to request information about who has viewed or updated their record.
- In transmitting, receiving, storing, processing or otherwise dealing with any consumer protected information, CMIS/HMIS Users will comply with all applicable state and federal laws.
- Participant agrees to notify the NWSSC CMIS/HMIS administrators, within one business day, of any breach, use, or disclosure of the protected information covered by this Agreement.
- Participant agrees to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected information pertaining to consumers within CMIS/HMIS, unless expressly provided for in state and/or federal laws or regulations.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Participant Agency shall defend, indemnify, and hold all other parties harmless from any and all claims arising out of Participant's negligent or intentional acts under this Agreement. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of a NWSSC CMIS/HMIS User while acting within the scope of their authority under this Agreement shall be borne by that Participant Agency exclusively.

Participant enters into this Inter-Agency Data Sharing Agreement so that Washington County participating agencies will have the ability to share client level information electronically through the NWSSC CMIS/HMIS. This agreement does not pertain to Client-level information that has not been entered into the NWSSC CMIS/HMIS. This tool will only be used when a Client has provided consent to have his/her information shared. Participating agencies also have Agency Participation Agreements with NWSSC/WC-DHS CMIS/HMIS and have completed security procedures regarding the protection and sharing of Client data.

By signing this form, on behalf of my agency, I authorize the NWSSC CMIS/HMIS to allow us to share information between other participating agencies. We do hereby agree to follow all of the NWSSC CMIS/HMIS policies to share information between participating agencies within Washington County, Oregon.

Agreed to and signed by the following Organization Representative:				
Printed Name	Agency Name			
Title				
Signature	Date			

<sup>&</sup>lt;sup>2</sup> Participating Agency list available upon request.

# HMIS GOVERNANCE CHARTER

#### Addendum - Inter-Agency Data Sharing Agreement for Agencies in Washington County

Agency Name/Participa	Agency Name/Participant:		
Participant has completed an Inter-Agency Data Sharing Agreement and agrees to these default settings for Client data sharing among participating agencies via the NWSSC CMIS/HMIS as butlined below.  • ServicePoint Provider's visibility setup will be to share or restrict Client information as of the time that any client information is added to the CMIS/HMIS.  • Visibility of any element of information can be manually updated according to the Client release of information authorization.  1) Participant Agency and all providers/projects.			
2) Limited Par required for remaining p		following providers/projects (a separate form is	
required for remaining p	oroviders/projects).		
	STATIC EL	EMENTS	
Static Elements	Includes		
• Client	Name Alias (Name) Date of Birth Gender SSN U.S. Military Veteran Status	<ul> <li>☐ Yes, Agency will share</li> <li>Note: Data collected at Community Connect with Client Release Of Information (ROI)</li> </ul>	
Client Demographics	Race Ethnicity	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>	
• Entry/Exit	Document Clients' entries and exits to and from a provider's program, including Community  Connect assessment and housing project entry.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>	
Needs, Services and Referrals	Identifies the services provided to Client, referrals made other service providers, track unmet needs.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>	
Case Manager	Name, provider and phone number of identified Case Manager.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>	

# HMIS GOVERNANCE CHARTER

#### Addendum - Inter-Agency Data Sharing Agreement for Agencies in Washington County

### ASSESSMENTS

Assessments	Includes	
<ul> <li>HUD Universal Data Elements (UDE's)</li> <li>Community Connect, which includes:         <ul> <li>✓ Pre-Screening</li> <li>✓ Assessment</li> </ul> </li> </ul>	Universal HUD information is included here; sharing reduces the need for subsequent service providers to collect information.  Information used to collaboratively determine and see determination of eligibility and referral to	☐ Yes, Agency will share
Housing Assessment for Entry/Exit	program.  Provider Agency intake screening for programs in Washington County.	☐ Yes, Agency will share ☐ No, Agency cannot share because of regulation ☐ HIPAA ☐ VAWA ☐ 42 CFR ☐ Other
Household Data Sharing Assessment	Information that applies to all Head-of-Household (HH) members and are considered UDEs or community essential.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>
Outcome     Assessments	Washington County Provider shared outcomes for HUD mandated System Performance Measurements (SPM) and local benchmark reporting.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>
One Night Homeless Count Assessments	Information needed for HUD mandated Point-In-Time Counts.	<ul> <li>☐ Yes, Agency will share</li> <li>☐ No, Agency cannot share because of regulation</li> <li>☐ HIPAA</li> <li>☐ VAWA</li> <li>☐ 42 CFR</li> <li>☐ Other</li> </ul>
•	Other Assessment Agency Chooses, listed to the left.	☐ Yes, Agency will share
Inter-Agency Data Sha	ring Agreement Addendum	
Printed Name		Agency Name
Title	·	
Signature		Date

# HMIS GOVERNANCE CHARTER

#### **EXTENT OF AGREEMENT**

This document represents the entire agreement between the parties and supercedes all prior representations, negotiations or agreements, whether written or oral.

OR506-CoC HMIS LEAD AGENCY	HMIS PARTICIPANT AGENCY
Washington County, Oregon Department of Housing Services 111 NE Lincoln Street, MS-63 Hillsboro, OR 97124	OR
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Approved as to form:	
By County Counsel, Washington County	_
Date	<u> </u>

# HMIS GOVERNANCE CHARTER

#### **APPENDIX C**

#### **NW Social Service Connections CMIS/HMIS Policy & Procedure**

OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon

#### 1. SERVICEPOINT: HMIS SYSTEM

Client Management Information System (CMIS)/Homeless Management Information System (HMIS) is a locally administered, electronic data collection system that stores longitudinal person-level information about persons who access the service system.

City of Portland, Portland Housing Bureau (PHB) has instituted the use of ServicePoint as the HMIS system in response to Congressional Directive and U.S. Department of Housing and Urban Development (HUD) support for Homeless Management Information Systems (HMIS).

ServicePoint (trademarked and copyrighted by Mediware Information Systems) is a web based Client Information System that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

For more information regarding Client/Homeless Management Information Systems (HMIS) Policy and Procedures, please contact the HMIS System Administrator.

### 2. PROJECT OVERVIEW

NW Social Service Connections (NWSSC) is the administrative entity that governs a multi Continuum of Care implementation of HMIS used to record and share information among service-providers on services provided to homeless and near homeless Clients.

The City of Portland, Portland Housing Bureau (PHB) is the owner and operator of the NWSSC HMIS and serves as the NWSSC System Administrator and custodian of data in the system. The lead organizations for NWSSC are: City of Portland, Portland Housing Bureau (PHB); Multnomah County, Department of County Human Services, School & Community Partnerships (SCP); Clackamas County (CC); and Washington County (WC), and any additional lead organizations in accordance with PHB Intergovernmental Agreements.

The NWSSC System Administrators are ServicePoint dedicated program staffs from PHB, additionally each of the lead organizations have identified staff functioning as ServicePoint System Administrators for their respective jurisdictions.

#### 3. CONTACT INFORMATION

# Washington County, Dept. of Housing Services

111 NE Lincoln Street, Suite 200-L, MS-63 Hillsboro, OR 97124

http://www.co.washington.or.us/Housing/

#### **CoC System Administrator**

Annette M. Evans 503-846-4760 Annette Evans@co.washington.or.us

#### **Portland Housing Bureau**

421 SW 6th Avenue, Suite 500 Portland, OR 97204 http://www.portlandonline.com/PHB/

#### **System Administrator (Statewide)**

Wendy Smith 503-823-2386 wendy.smith@portlandoregon.gov

### HMIS GOVERNANCE CHARTER

#### 4. PURPOSE

This document is to define the general requirements and provide an overview of the HMIS System.

#### 5. SCOPE

These Policies and Procedures apply to ALL Persons or Organizations, using any portion of the HMIS system.

#### 6. GOVERNING PRINCIPLES

- 6.1. ALL Persons using HMIS are expected to read, understand, and adhere to the most up to date Data Standards; <a href="https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/">https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/</a>
- 6.2. ALL Persons using HMIS are expected to read, understand, and adhere to the spirit of these principles, even when the Policies and Procedures do not provide specific direction.
- 6.3. All information entered into the HMIS system, the Service Providers, Participants, their respective staff, and end users are bound by all applicable federal and state confidentiality regulations and laws that protect the Client records that will be placed on the HMIS system; in accordance with the Participation Agreement.
- 6.4. Clients may not be denied access to their own records. Clients have the right to see their information on ServicePoint, within the time frame specified in the Privacy Notice to Clients. If a Client requests, the Participant/User must review the information with the client.
- 6.5. Mediware Information Systems will host our implementation of ServicePoint; all Client information in ServicePoint is encrypted.
- 6.6. Confidentiality
  - 6.6.1. The rights and privileges of clients are crucial to the success of HMIS. These policies will ensure clients' privacy without impacting the delivery of services, which is the primary focus of agency programs participating in this project.
  - 6.6.2. Policies regarding client data are founded on the premise that a client owns his/her own personal information and provide the necessary safeguards to protect client, agency, and policy level interests.
- 6.7. Data Integrity
  - 6.7.1. Client data is the most valuable and sensitive asset of HMIS. These policies will ensure integrity and protect this asset from accidental or intentional unauthorized modification, destruction or disclosure.
- 6.8. System Availability
  - 6.8.1. The availability of a centralized data repository is necessary to achieve the ultimate system/community wide aggregation of unduplicated statistics. The System Administrators are responsible for ensuring the broadest deployment and availability for participating service providers.
- 6.9. Compliance
  - 6.9.1. Violation of the policies and procedures set forth in this document will have serious consequences. Any deliberate or unintentional action resulting in a breach of confidentiality or loss of data integrity may result in the withdrawal of system access for the offending entity.

### HMIS GOVERNANCE CHARTER

#### 7. DEFINITIONS

- 7.1. Refer to Homeless Management Information System (HMIS) Data Dictionary and Data Standards Manual for terms used throughout the notice and applicable to HMIS.
- 7.2. Refer to HMIS Community Data Standards Section 2. Definitions for terms commonly used throughout the Hillsboro, Beaverton Washington County CoC and community but are not included in the HMIS Data Dictionary and Data Standards Manual for HUD definitions.
- 7.3. Refer to funder or program documentation for terms used by those funders or programs.

### 8. EQUIPMENT, MATERIALS AND SUPPLIES

- 8.1. Participating Agencies are responsible for providing their own technical support for all Hardware and Software systems used to connect to HMIS.
- 8.2. Minimum hardware and software requirements for workstations exist. Contact your local administrator or NWSSC ServicePoint Project Manager for more information.

# 9. FORMS and DOCUMENTS (incorporated by addendum and subject to change)

- 9.1. Homeless Management Information Systems (HMIS) Data Dictionary and HMIS Data Standards Manual: <a href="https://www.hudexchange.info/resource/3824/hmis-data-dictionary/">https://www.hudexchange.info/resource/3824/hmis-data-dictionary/</a>
- 9.2. Participation Agreement
- 9.3. User Agreement
- 9.4. HMIS Privacy Notice
- 9.5. Community Data Standards
- 9.6. Release of Information Authorization Form: shall be used for Clients whom ServicePoint information will be made available to other HMIS participating organizations (not part of the addendum as this is the Organization's own document).

#### 10. CONFIDENTIALITY & SECURITY

- 10.1.1. NWSSC HMIS System Administrators have full and complete access to all ServicePoint features and functions for their respective jurisdictions. If it is requested, the NWSCC HMIS System Administrator must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 10.1.2. For all information entered in the HMIS, the Service Providers, Users and Agencies are bound by all applicable federal and state confidentiality regulations and laws that protect the Client records that will be placed in the HMIS.
- 10.1.3. Any requests for release of information, including court orders and subpoenas, shall be referred to PHB, NWSSC. The Service Provider/User agrees not to release any confidential information received from the HMIS database to any non affiliated service organization or individual.
- 10.1.4. The Service Provider shall ensure that all staff, volunteers and other persons are issued a unique User ID and password for HMIS and receive confidentiality training on the use of HMIS and applicable confidentiality laws.
- 10.1.5. The Service Provider is responsible to contact the Agency or System Administrator for revoking, adding or editing User access in a timely manner.
- 10.1.6. Unauthorized disclosure of Protected Personal Information may be grounds for legal action.
- 10.1.7. Sharing of HMIS data among Affiliated Service Providers is encouraged but not required. The HMIS data items excluded from sharing include medical, legal, case management, case notes, and file attachments, unless specifically released by Client.
- 10.1.8. HIPPA Privacy Rules take precedence over HMIS privacy standards. If an agency is a HIPAA covered agency, they must abide by HIPAA regulations.

### HMIS GOVERNANCE CHARTER

- 10.1.9. Creating anonymous records may mean that reports will not provide a true unduplicated count and therefore this option should only be used if absolutely necessary. Please contact the System Administrator for other options.
- 10.1.10. ServicePoint™ shall only be accessed from the Organization's network, desktops, laptops, and mini-computers.
- 10.1.11. NWSSC System Administrators are allowed to access the database from remote locations for purposes specific to their job. All staff that access the database remotely must meet the standards detailed in the System Security (above) and may only access it for activities directly related to their job. These approved remote locations include:
- 10.1.12. Private Home office to provide system support as needed.
- 10.1.13. Community Agency offices to support agency use of the system.
- 10.1.14. Private Hotel Rooms on secure networks when providing services while in the field.
- 10.1.15. Training Centers when providing services in the field.
- 10.1.16. Remote Access (In special circumstances access from remote locations may be permitted after application and approval by Agency and System Administrators)
- 10.1.17. The ServicePoint Remote Access Agreement must be completed and submitted for approval.
- 10.1.18. The Agency Administrator must review the need for remote access and investigate other options.
- 10.1.19. If no other valid options are available the Agency Administrator must approve in writing remote access for a user.
- 10.1.20. Once remote access agreement has been approved and signed by the Agency Administrator a copy will be filed with the System Administrators for final approval.
- 10.1.21. Remote Access is subject to change at the NWSSC System Administrator's discretion.
- 10.1.22. Agency and System Administrators will periodically audit all remote access.
- 10.1.23. Public Key Infrastructure (PKI)
- 10.1.24. When a computer is used for ServicePoint, the Service Provider is responsible to contact the System Administrator for the PKI Certificate, password and installation instructions.
- 10.1.25. When a computer is no longer used for Service Point, the service provider needs to remove the PKI Security Certificate.

#### 11. ROLES AND RESPONSIBILITIES

- 11.1. If it is requested of the HMIS system administrators he must be willing to sign the confidentiality oaths of the Affiliated Service Providers.
- 11.2. PHB and the NWSSC System Administrator
  - 11.2.1. Liaison With HUD
  - 11.2.2. Project Staffing
  - 11.2.3. Overall Responsibility For Success Of NWSSC HMIS
  - 11.2.4. Creation Of NWSSC Project Forms And Documentation
  - 11.2.5. NWSSC Project Policies And Procedures And Compliance
  - 11.2.6. Keeper Of Signed Memorandums Of Understanding and Intergovernmental Agreements
  - 11.2.7. Procurement/Renewal of Server Software And Licenses

#### 11.3. ALL Lead Organizations

- 11.3.1. Liaison with NWSSC System Administrator
- 11.3.2. Project Staffing
- 11.3.3. Creation of Local project Forms and Documentation
- 11.3.4. Data quality reviews
- 11.3.4.1. Data Quality
- 11.3.4.2. Data Validity

### HMIS GOVERNANCE CHARTER

- 11.3.4.3. Data Completeness
- 11.3.5. Adherence To HUD Data Standards
- 11.3.6. Adherence to Community Data Standards
- 11.3.7. Adherence to Project Data Standards
- 11.3.8. User Administration
  - 11.3.8.1. Manage User Licenses
  - 11.3.8.2. Process User Agreement forms
- 11.3.9. Training
- 11.3.9.1. Curriculum Development
- 11.3.9.2. Training Documentation
- 11.3.9.3. Confidentiality Training
- 11.3.9.4. Application Training For Agency Administrators and End Users
- 11.3.9.5. New Provider training
- 11.3.9.6. Upgrade, enhancement, refresher or other training
  - 11.3.10. Outreach/End User Support/Technical Assistance/Password Resets
- 11.3.10.1. Password Resets require some sort of user Identity verification.
  - 11.3.11. Coordinate any application customizations with the NWSSC System Administrator
  - 11.3.12. Will use universal naming conventions, in order to better standardize, when creating new assessment questions, sub-assessments, and any other system wide modifications.
  - 11.3.13. All Local documentation including P&Ps and agreements must be no less restrictive than NWSSC documents.

#### 11.4. Contributory HMIS Organization (CHO)Responsibilities:

- 11.4.1. The CHO must make available to users a secure system to access ServicePoint, including but not limited to firewall and virus protection.
- 11.4.2. The CHO must be current all related contracts.
- 11.4.3. The CHO shall follow, comply with and enforce the Agency Agreement.
- 11.4.4. The CHO shall abide by all data standards and all policies and procedures.
- 11.4.5. The CHO shall keep abreast of all ServicePoint updates and policy changes.
- 11.4.6. The CHO shall identify and approve their respective Agency Users.
- 11.4.7. The CHO shall designate one User to be the Agency's Key User/Agency Administrator.
- 11.4.8. The CHO shall be responsible for entering Client data (profile, household, needs, services, referrals, any other Client data you may require), following up on referrals, and running reports in a timely manner.
- 11.4.9. The CHO shall have representation at agency administrators/regional data quality review meetings.
- 11.4.10. The CHO shall collect data on all clients as called out in the Data Element Matrix
- 11.4.11. CHO Exceptions may include non-homeless CMIS organizations, and DV Comparable database organizations. Please contact the System Administrator for information and waiver.

#### 11.5. User Responsibilities:

- 11.5.1. The User shall provide an email contact to the System Administrators for communication purposes.
- 11.5.2. The User shall follow, comply with and enforce the User Agreement.
- 11.5.3. The User shall comply with all data standards and policies and procedures.
- 11.5.4. Each User is provided with an access level as required by his/her role. This access level controls who can see which information, lower levels of access allow ONLY viewing of basic demographics, while the middle levels of access

### HMIS GOVERNANCE CHARTER

- allow additional information to be viewed. The highest levels of access are limited to administrators. Confidentiality is a primary concern and these levels of access help control access to information.
- 11.5.5. Every User of the HMIS system is authenticated with a unique User ID and password. This provides a level of security and accountability for the CHO's database. Sharing of User IDs or passwords is forbidden.
- 11.5.6. The User shall only enter individuals in the HMIS database that exist as Clients under the Service Provider's approved area of service. The User shall not misrepresent its Client base in the HMIS database by entering known, inaccurate information. The User shall not knowingly enter false or misleading data under any circumstances.
- 11.5.7. The User shall consistently enter information into the HMIS database and will strive for Real Time data entry, and be obligated to weekly data entry.
- 11.5.8. The User will not alter information, with known inaccurate information, in the HMIS database that has been entered by another Service Provider (i.e. Service Provider will not purposefully enter inaccurate information to over-ride information entered by another Service Provider).
- 11.5.9. The User shall utilize the HMIS database for business purposes only.
- 11.5.10. The User shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
- 11.5.11. The User shall not cause in any manner, or way, corruption of the HMIS database in any manner.
- 11.5.12. In the event that data entry cannot be made Real Time and the User utilizes hard copy paper forms, once the data has been entered into HMIS, the forms shall be securely stored or suitably disposed of.
- 11.5.13. The User shall enter data into HMIS
  - 11.5.13.1. Universal Data elements shall be entered on all Clients.
    - 11.5.13.1.1. In addition to the Universal Data elements all HUD Funded CHO Users, at a minimum, shall also enter the additional data elements required by the Data Standards for all Clients.
    - 11.5.13.1.2. In addition to the Universal Data elements all City of Portland Funded CHO Users, at a minimum, shall also enter data on all clients as called out in the Data Element Matrix.
    - 11.5.13.1.3. In addition to the Universal Data elements all Continuum of Care OR-506 housing provider Users, at a minimum, shall also enter data on all clients as called out in the Data Element Matrix.
    - 11.5.13.1.4. In addition to the Universal Data elements all Non-HUD funded CHO Users, at a minimum, shall also enter funder or program specific data elements as required.
- 11.5.14. Sharing data is optional but entering data is not optional. An ROI shall be completed by all clients, even if not sharing data.
- 11.5.15. The User is responsible for data entry accuracy and correctness.
- 11.5.16. The User shall log off the HMIS and shut down the browser when not using HMIS.
- 11.5.17. The User shall utilize the password protected screen savers that automatically turn on to mitigate the burden of shutting down the workstation when momentarily stepping away from the work area.

### HMIS GOVERNANCE CHARTER

- 11.5.18. Report any discrepancies in the use of the HMIS system, including without limitation access of information and entry of information, to the Service Provider Key User or to the System Administrator.
- 11.5.19. The User shall periodically, when instructed by the Agency or System Administrator, run and review audit reports, making corrections to ensure data accuracy and completeness.

#### 11.6. Key User/Agency Administrator Responsibilities:

- 11.6.1. The Key User/Agency Administrator shall observe all User Responsibilities.
- 11.6.2. The Key User/Agency Administrator shall use Agency NewsFlash only for distribution of HMIS information.
- 11.6.3. The Key User/Agency Administrator shall act as the first level of Service Provider administration and support in the HMIS system.
- 11.6.4. The Key User/Agency Administrator shall be responsible for the initial training of new Users in his/her Agency.
- 11.6.5. The Key User/Agency Administrator shall regularly run and review audit reports to ensure policies are being followed by staff.
- 11.6.6. The Key User/Agency Administrator will be responsible for monitoring all User access within their Agency.

#### 11.7. System Administrators Group

- 11.7.1. Is made up of at least 1 representative from each of the lead organizations of the NWSSC HMIS and other participant representatives or advocates as invited by the NWSSC Administrators.
- 11.7.2. Review and make recommendations on all NWSSC HMIS documents, attachments, and related forms
- 11.7.3. Identify and prioritize system enhancements
- 11.7.4. Determine the guiding principles that should underlie the HMIS implementation activities of the project and participating organization and service programs
- 11.7.5. Setting minimum data collection requirements
- 11.7.6. Encourage continuum-wide provider participation
- 11.7.7. Facilitate consumer involvement
- 11.7.8. Recommend criteria, standards, and parameters for the usage and release of all data collected as part of the HMIS
- 11.7.9. Recommend continuum-level mechanisms for monitoring and enforcing compliance with the approved policies and procedures
- 11.7.10. Enhance the implementation and operations of the system for service-providers so they can protect the interests and privacy of their clients
- 11.7.11. Enhance and improve the quality of data being reported to various levels throughout the Continuum
- 11.7.12. Create and implement procedures for additional system issues for Participating Agencies.

#### 11.8. ServicePoint Agency Administrator Group

- 11.8.1. Agency Administrator Group will be established for the purpose of addressing implementation and ongoing operational issues.
- 11.8.2. Identify and prioritizing system enhancements
- 11.8.3. Providing feedback on system performance
- 11.8.4. Brainstorming the best uses of the HMIS
- 11.8.5. Regularly reviewing compliance with all NWSSC HMIS policies, agreements, and other requirements

### HMIS GOVERNANCE CHARTER

11.8.6. Reviewing data quality and providing feedback to improve data quality

#### 12. DATA STANDARDS

- 12.1. Homeless Management Information System (HMIS) Data Standards Revised Notice July 2017
- 12.2. Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice
- 12.3. Community Data Standards (may be revised at the discretion of the NWSSC System Administrator/ Washington County Department of Housing Services System Administrator)
- 12.4. Data Element Matrix (may be revised at the discretion of the NWSSC System Administrator/Washington County Department of Housing Services System Administrator)

#### 13. DATA EXPECTATIONS

- 13.1. Data will be entered within 5 business days of client contact
- 13.2. Data will be entered in a timely manner to meet aggregate reporting needs
- 13.3. Data accuracy will be no less than 95% (The file matches data entry)
- 13.4. Universal Data Elements Null/Missing Values will not exceed 5%
- 13.5. Universal Data Elements Refused/Don't Know Values will not exceed 5% 13.5.1. Refused/Don't Know responses are client identified, not the case manager or
  - 13.5.1. Refused/Don't Know responses are client identified, not the case manager or data entry person's assessment.
- 13.6. No outstanding Corrective Actions from last NWSSC HMIS Monitoring

### 14. REPORTS/DATA SUBMISSIONS

- 14.1. System or Community Wide reporting is done on a regular basis without notification. Refer to the Schedule of aggregate reports pulls document for timelines.
  - 14.1.1. Electronic Data Transfers may occur, with appropriate agreements in place.
  - 14.1.1.1. State MDR/OPUS
  - 14.1.1.2. County/ TOURS
  - 14.1.1.3. Others as needed, with appropriate agreements in place.
- 14.2. NWSSC HMIS Standard reports include, but are not limited to
  - 14.2.1. SHAR
  - 14.2.2. ACDC
  - 14.2.3. Entry/Exit or CoC-APR
- 14.3. The Service Provider/User's access to data about Clients it does not serve shall be limited based on the current status of any release of information on file.
- 14.4. The general public can request non-identifying aggregate and statistical data, by submitting a data request.
- 14.5. Non identifying aggregate and statistical data will not contain outliers. Outliers may be removed if they represent less than 5% of any value.
- 14.6. At a minimum, Password secure any document that includes client name or other PPI. Do not email the password with the file.
- 14.7. The HMIS System Administrator will address all requests for system or community wide data from entities other than Affiliated Service Providers or clients.
- 14.8. The System Administrator will run system-wide reports to assess the data, quality and level of participation by Affiliated Service Providers. Results of these reports may be shared with Affiliated Service Providers.
- 14.9. The System Administrator may run reports for research use. Information in NWSSC HMIS may be used to conduct research related to homelessness and housing programs, service needs, income supports, education and employment, and program effectiveness. Client names and social security numbers will never appear on a research report.

### HMIS GOVERNANCE CHARTER

### 15. PRIVACY REQUIREMENTS

- 15.1. The CHO must post a sign at each intake desk (or comparable location) that explains generally the reasons for collecting this information.
- 15.2. The CHO must publish a privacy notice describing its policies and practices for the processing of PPI and must provide a copy of its privacy notice to any individual upon request.
- 15.3. The CHO must specify in its privacy notice the purposes for which it collects PPI and must describe all uses and disclosures.
- 15.4. If the CHO maintains a public web page, the CHO must post the current version of its privacy notice on the web page.
- 15.5. The CHO must post a sign stating the availability of its privacy notice to any individual who requests a copy.
- 15.6. The CHO must maintain permanent documentation of all privacy notice amendments.
- 15.7. The CHO must allow an individual to inspect and to have a copy of any PPI about the individual.
- 15.8. The CHO must offer to explain any information that the individual does not understand.
- 15.9. The CHO must consider any request by an individual for correction of inaccurate or incomplete PPI pertaining to the individual, The CHO is not required to remove such information but they may mark such information as inaccurate or incomplete or supplement such information.
- 15.10. The CHO must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to sign (annually or otherwise) a confidentiality agreement that acknowledges receipt of a copy of the privacy notice and that pledges to comply with the privacy notice.
- 15.11. The CHO must require each member of its staff (including employees, volunteers, affiliates, contractors and associates) to undergo (annually or otherwise) formal training in privacy requirements.
- 15.12. The CHO must establish a method, such as an internal audit, for regularly reviewing compliance with its privacy notice.
- 15.13. The CHO must establish an internal or external appeal process for hearing an appeal of a privacy complaint or an appeal of denial of access or correction rights.
- 15.14. The CHO must protect HMIS system from malicious intrusion behind a secure firewall.
- 15.15. The CHO must secure any paper or other hard copy containing PPI that is either generated by or for HMIS, including, but not limited to report, data entry forms and signed consent forms.

# HMIS GOVERNANCE CHARTER

# **REVISION HISTORY**

Versio	Date	Description	Author
n			
1.0	01/12/2011	Reformat Entire P&P Document;	W. Smith
		Update to reflect changes from Homeless Management	
		Information System (HMIS) Data Standards – Revised Notice –	
		March 2010; Incorporate "CMIS" language; Add references to	
		additional supporting documentation;	
		Community Review/Input 09/23/2010	
		Legal Review 12/28/2010	
2.0	8/28/2017	Change from Bowman-Systems to Mediware	J. McVey
			-



# WASHINGTON COUNTY OREGON

# CoC AND HMIS GOVERNANCE DECLARATION OF ROLES AND RESPONSIBILITIES

#### Names of Parties Referenced Below:

- Hillsboro/Beaverton/Washington County OR-506 Continuum of Care is a community consortium under the governance of the Housing and Supportive Services Network (HSSN), hereinafter referred to as **CoC**.
- Washington County Department of Housing Services hereinafter referred to as WCHS.

#### Recitals:

- The CoC is the primary decision making body for HUD funded programs for homeless people in Washington County, Oregon.
- The CoC has determined that WCHS will be the CoC Lead Organization and the HMIS (Homeless Management Information System) Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of Federal funds under the Stewart B. McKinney Homeless Assistance Act, as amended by the HEARTH Act, to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level
  information including the characteristics of men, women, and children experiencing homelessness and the
  housing/services provided to them.
- CoC has chosen ServicePoint software by Bowman Systems LLC as the HMIS product.
- WCHS has entered into a contract for HMIS software with the City of Portland, administered by the
  Portland Housing Bureau. This contract enables the CoC to participate in a state-wide HMIS
  implementation of ServicePoint administered by Portland Housing Bureau using.

#### Responsibilities of CoC:

- Oversight of the HMIS system in Washington County.
- Designation of the CoC HSSN Work Group as the group that will track HMIS implementation and progress.
- Enforce compliance that all CoC Program and Emergency Solution Grant (ESG) project recipients and subrecipients participate fully in HMIS, and encourage and support non-HUD funded projects to participate in HMIS.
- Ensure accurate data reporting in the CoC Program Homeless Assistance grant application utilizing HMIS data.
- Ensure that the HMIS projects receive a priority funding status in the CoC's Priority List in the CoC Collaborative Application submission to HUD.
- Require annual HMIS data submission in the HUD Annual Homeless Assessment Report, Point-In-Time (PIT) Count and Housing Inventory Chart (HIC) for all homeless assistance projects.

#### Responsibilities of WCHS as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Washington County.
- Provide group and individual training to HMIS users in Washington County.
- Provide individualized technical assistance to HMIS users in Washington County.
- Assist CoC grantees with specialized reporting needs.
- Monitor and promote good data quality.
- Recommend continuum-level mechanisms for monitoring and enforcing compliance with approved policies and procedures.
- Generate data necessary for CoC Collaborative Application.
- Produce quality data in compliance with Federal reporting, to include the AHAR, Point-In-Time (PIT) count and the Housing Inventory Chart (HIC)/
- Ensure that pertinent HMIS monitoring is included in the CoC's annual site visit of grantees.
- Function as the Washington CoC's liaison to the Regional HMIS Implementation effort.
- Ensure compliance with HMIS contract held with Portland Housing Bureau, the HMIS vendor contact.

- Participate in the statewide HMIS System Administrators' Work Group.
- Collaborate with WCHS CoC Lead staff on CoC data needs.
- Provide grant administration functions for the CoC's dedicated HMIS grant:
  - a) Prepare data for annual renewal grant;
  - b) Identify and secure grant match and leverage funds;
  - c) Track grant expenditures throughout the project year;
  - d) Prepare the HUD Annual Performance Report (APR);

#### Responsibilities of WCHS as CoC Lead Organization:

- Provide staffing to the CoC to ensure a sustainable infrastructure.
- Coordinate the planning efforts of the CoC.

06/03/2015

07/25/2018

- Organize and advertise CoC meeting schedules.
- Ensure distribution and record maintenance of CoC documentation; e.g. meeting minutes, policies, annual work plans in support of the 10-Year Plan, documents.
- Coordinate, complete, certify and submit the CoC Collaborative Application.
- Coordinate with WCHS HMIS lead staff on CoC data needs.

Certification	Frank State Company	on County CoC) Policy and Procedure Review
A Miles	I. M. Carrier	1/25/2018
Annette M. E	vans	Date
	nd HMIS Lead Administrator	
Homeless Pre	ogram Manager, Washington County Departn	nent of Housing Services (public agency)
22	manufacture and the second sec	811/18
Katherine Ga		Date
CoC Co-Chai		
Director, Con	nmunity Action Organization (nonprofit agency	<b>y</b> )
	· · ·	Policy and Procedure Review Certification:
itani (e	Refer 6 min	
Komi P. Kale		Date
Director, Was	shington County Department of Housing Servi	ices (public agency)
Revision His	story	
Date		Description
09/03/2008	Adopted by the CoC (Housing & Supportive Services	
12/14/2012	Add HEARTH Act language, revised Portland Bureau	of Housing & Community Development (BHCD) to read Portland

Housing Bureau (the statewide HMIS Lead), and add reference to CoC Program and Emergency Solution Grant.

Signature of new Director for Washington County Department of Housing Services

Signature of newly elected CoC (HSSN) Co-Chair.

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

Policy No.: 578.9-OR506CoC Approved By: HSSN (the CoC) Effective Date: May 10, 2013 Revision Date: July 8, 2019

Prepared By: Annette Evans, Washington County Department of Housing Services

http://www.co.washington.or.us/Homeless

**Policy:** This policy is adopted under the authority of the local Continuum of

Care (CoC) in Washington County, commonly referred to as the Housing and Supportive Services Network (HSSN). Policy title was

revised from "CoC Program Application and Award".

**Purpose:** Design, operate and follow a collaborative and public process for the

solicitation, development and approval of CoC Program applications for submission in response to the CoC Program NOFA (Notice of Funding

Available) published by HUD.

**Standard:** The HSSN is responsible for promoting community-wide commitment

to the goal of ending homelessness through strategic planning, system change, program development, and performance-based prioritization of

funds.

Scope: Homeless Provider Agencies, Community Stakeholders, recipient(s) and

subrecipient(s) of CoC Program and Emergency Solution Grant (ESG)

funds, the HMIS Lead, and the CoC Collaborative Applicant.

**Authority For Code:** Homeless Emergency Assistance and Rapid Transition to Housing

(HEARTH) Act CoC Program regulatory statutes 24 CFR parts 578.9, 578.11, 578.13, 578.15, 578.17, 578.19, 578.21 and other such parts as

applicable.

#### **Responsibilities:**

#### 1. HOUSING AND SUPPORTIVE SERVICES NETWORK (HSSN) - THE COC

As outlined in the CoC Governance, the HSSN is to provide a coordinated and comprehensive community planning process to implement a Continuum of Care (CoC) for individuals and families who are at-risk or experiencing homelessness and to prevent a return to homelessness. Refer to CoC Governance policy 578.5-OR506CoC.

A role administered by the HSSN is preparation of the CoC Program grant application on behalf of OR-506 CoC Hillsboro/Beaverton/Washington County, Oregon. This policy outlines the process and criteria in ranking and rating renewal and new project applications requesting funds under the CoC Program 24 CFR Part 578.

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### 2. PREPARING THE COC PROGRAM GRANT APPLICATION

HSSN (the CoC)

The HSSN is charged with design, operation and following a collaborative process for the development of applications and approve the submission of applications in response to a NOFA published by HUD under part 578.19.

HSSN will establish priorities for funding projects in the geographic area of OR-506 CoC.

The HSSN will elect a CoC Collaborative Applicant that will collect and combine the required application information from all applicants and for all projects within the geographic area that the CoC has selected funding. The CoC Collaborative Applicant will also apply for CoC Planning activities.

#### 3. REQUEST FOR PROPOSAL AND RECORDKEEPING

CoC Collaborative Applicant

Elected by the HSSN, the CoC Collaborative Applicant will provide administrative support in coordinating and submitting the application, to include preparing the CoCs funding availability through Annual Renewal Demand (ARD) approved by HUD, reallocation of CoC Program-funded projects, and new CoC Bonus funds made available by HUD.

The CoC Collaborative Applicant will prepare and publish a Request for Proposal (RFP) with timeline for project proposal presentations, due date of applications, the date of the ranking/rating based on performance outcomes of HUD-funded OR-506 CoC Programs and scoring by HSSN for new projects. The RFP will be a public announcement using email, bulletin boards, community forums, social media, and posted on the jurisdiction's website.

The CoC Collaborative Applicant will schedule presentations of all new projects at the next regular HSSN meeting following the Notice of Funding Available (NOFA) release by HUD, with each eligible voting agency having one vote (see Appendix C, Project Evaluation Criteria). The CoC Collaborative Applicant will convene the CoC Board (the HSSN Workgroup) in a public meeting to complete the rating and ranking of all applications submitted and approve the final Project Priority List in the CoC Consolidated Application. The HSSN Workgroup will review all new and renewal applications to validate the summary of scores prior to developing the Project Priority List.

Records supporting the grant application process will be retained for five (5) years following the HUD grant award announcement and will include the actual project application, the Project Rating Tool results based on performance-based outcomes, a summary of all project application scores, rank/rating results, letters or other communication regarding acceptance or rejection of project applications.

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### 4. CODE OF CONDUCT AND RECUSAL PROCESS

The implementation of a Code of Conduct for the HSSN, inclusive of the Chair, Co-Chair, Workgroup, and associated Subcommittees, is an essential element that supports the inclusive, collaborative, and objective goals of the HSSN. [CoC Program 24 CFR 578.95]

- 1. Meetings will be open to the public.
- 2. Members will provide information that is truthful and accurate.
- 3. Members will always be respectful to others.
- 4. Decision making process will:
  - a. Be made by consensus at scheduled meetings.
  - b. For non-funding decisions, all members present will have an option to participate in the voting, e.g. selection of chair, co-chair, or other general membership decisions.
  - c. For decisions involving funding, one vote per member organization and one vote per community at-large member based on a threshold of attendance.
  - d. <u>Conflict of Interest</u>. Members will withdraw/excuse themselves from participating in decision-making (voting) process concerning awards of grants or provisions of financial benefit to which such member or his/her organization could have a future interest.

#### 5. RENEWAL/EXPANSION RATING AND RANKING PROCESS

HSSN Workgroup (the CoC Board)

The Workgroup is the administrative body of the HSSN, and responsible for:

- a) Review Annual Performance Reports (APR) outcomes for all CoC Program projects;
- b) Establish priorities for funding projects in alignment with the HSSN review of latest PIT/HIC reporting on homeless demographics and housing gaps analysis;
- c) Review projects with non-compliance and/or outstanding on-site monitoring issues and consider reallocation of project funds (see Section 5);
- d) Review renewal project applications to ensure threshold requirements have been met. The HUD Renewal Threshold Requirements tool is used for this process, as well as integrated into the Project Rating Tool (Appendix D). The CoC Collaborative Applicant will provide data and reporting to complete the Renewal/Expansion Project Rating Tool.
- e) Review expansion project applications that seek to expand existing renewal projects to ensure threshold requirements have been met. The expansion project application will receive the same rating score as the renewal application.
- f) Project applications meeting threshold requirement will be rated on performance criterion that establish benchmark outcomes to drive system-level performance outcomes. The scoring points are full points for meeting threshold review and/or achieving the performance measurement outcome, with partial or zero points for a select few measurements where the project may not have the ability to fully drive the outcome.
- g) Rank projects in order of highest priority for funding being #1 with the lowest priority for funding being the last number in the CoC Program Project Priority List;
- h) Approve the final projects applications for submittal in the CoC Consolidated Plan; and
- i) Authorize the CoC Collaborative Applicant to notify Applicants/Subrecipient Agencies on HSSN Workgroup decision to "accept" or "reject" project applications in writing.

For template of the scoring tool, see Appendix A, Renewal/Expansion Project Rating Tool.

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### 6. FIRST YEAR RENEWAL RATING AND RANKING PROCESS

HSSN Workgroup (the CoC Board)

The Workgroup is the administrative body of the HSSN, and responsible for:

- a) Review Annual Performance Reports (APR) outcomes for all CoC Program projects, to include projects that have not yet completed a full 12-month grant period;
- b) Establish priorities for funding projects in alignment with the HSSN review of latest PIT/HIC reporting on homeless demographics and housing gaps analysis;
- c) Review renewal project applications to ensure threshold requirements have been met. The HUD Renewal Threshold Requirements tool is used for this process, as well as integrated into the Project Rating Tool (Appendix D). The CoC Collaborative Applicant will provide data and reporting to complete the First Year Renewal Project Rating Tool.
- d) Project applications meeting threshold requirement will be rated on performance criterion that establish benchmark outcomes to drive system-level performance outcomes. The scoring points are full points for meeting threshold review and/or achieving the performance measurement outcome for the portion of the grant period implemented, with partial or zero points for a select few measurements where the project may not have the ability to fully drive the outcome.
- e) Rank projects in order of highest priority for funding being #1 with the lowest priority for funding being the last number in the CoC Program Project Priority List;
- f) Approve the final projects applications for submittal in the CoC Consolidated Plan; and
- g) Authorize the CoC Collaborative Applicant to notify Applicants/Subrecipient Agencies on HSSN Workgroup decision to "accept" or "reject" project applications in writing.

For template of the scoring tool, see Appendix B, First Year Renewal Project Rating Tool.

#### 7. NEW PROJECT RATING AND RANKING PROCESS

HSSN (the CoC)

The HSSN membership will receive presentations on new project proposals with eligible voting members completing the scoring process using the procedure and written standards outlined in Project Evaluation Criteria.

- a) Review renewal project applications to ensure threshold requirements have been met. The HUD Renewal Threshold Requirements tool is used for this process, as well as integrated into the Project Rating Tool (Appendix D).
- b) Score capacity Applicant and Subrecipient Agency to carry-out the proposed HUD-funded project, fiscal management, experience working with the targeted homeless population and demonstrates racial equity, diversity and inclusion, alignment with local and federal priorities and meets a housing gap in the CoC, and supports system performance in reducing first time homeless, quickly moving people to permanent housing, increased employment and other cash income, reducing returns to homelessness, and other established priorities identified in the project rating tool.

For template of the scoring tool, see Appendix C, New Project Rating Tool

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### 8. REALLOCATION PROCESS

HSSN Workgroup (the CoC Board)

Reallocation is the process the CoC uses to shift funds in whole or part from existing low-performing renewal projects to create one or more new projects within the annual renewal demand (ARD) for CoC Program funds. Providers are encouraged to apply for new projects through reallocation of existing projects.

During the comprehensive review of renewal projects, the HSSN Workgroup will use the scoring criteria and selection priorities to determine the extent to which each project is still necessary and address priorities based on System Performance Measurement (SPM) outcomes, housing gaps analysis, homeless demographic data collected during point-in-time, and Community Connect data; e.g. ending chronic homelessness, veteran, youth, families with children. The HSSN Workgroup will reallocate funds to new projects whenever reallocations would reduce homelessness or address an underserved homeless population.

To minimize the risk of homeless participant displacement because of reallocation, the HSSN Workgroup will approach the reallocation decision as follows:

- a) Participants can be served by another program within the CoC so as not to create a displacement of program participants; and
- b) If the project has a 'Declaration of Restrictive Covenant' and the HSSN Workgroup chooses to reallocate the funds to a new project, the Grant Recipient will work with the project sponsor agency (Subrecipient) and HUD to determine next steps.

# 9. PROJECT RANKING PROCESS AND PROJECT PRIORITY LISTING

HSSN Workgroup (the CoC Board)

The Workgroup is the administrative board of the HSSN, and responsible for:

- c) Review the project proposal scores and rating from the HSSN membership;
- d) Address any concerns raised by HSSN membership through a review with the project sponsor agency;
- e) Rank projects in order of highest priority for funding with the lowest priority for funding being the last number in the CoC Program Project Priority List; and
- f) Approve the final projects applications for submittal in the CoC Consolidated Plan; and
- g) Authorize the CoC Collaborative Applicant to notify Applicants/Subrecipient Agencies on HSSN Workgroup decision to "accept" or "reject" project applications in writing.

#### 10. APPEAL PROCESS

The project sponsor agency (recipient/subrecipient) may appeal the HSSN Workgroup written decision for selection or reallocation as follows:

- a) The project sponsor agency shall attend the HSSN Workgroup meeting for the ranking of project applications.
- b) The project sponsor agency will submit to the Chair of the HSSN Workgroup a written appeal within 5 business days of the HSSN Workgroup ranking decision. The appeal will include supporting information as to why the ranking decision should be reconsidered.
- c) The Chair will convene the HSSN Workgroup (the local CoC Board) to receive and review the appeal statement.

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

- d) The project sponsor agency will attend the meeting to answer questions the HSSN Workgroup may have in reviewing the appeal filed by the project sponsor agency.
- e) The HSSN Workgroup will make a decision that will be recorded in minutes, and the CoC Collaborative Applicant will proceed with filing the CoC Program application in accordance with this policy and the determination of the HSSN Workgroup. Should the project sponsor agency seek to appeal the decision to a higher authority, the CoC membership will hear the matter at the next monthly meeting of the Washington County Housing and Supportive Services Network (HSSN).

The HSSN Workgroup's decision to make reallocation decisions to be implemented in "future NOFA" cycles will minimize displacement and support the transition of homeless participants as well as reduce the need for appeal hearings during a very tight application submittal timeframe.

#### 11. GRANT AWARD PROCESS

#### **CoC Collaborative Applicant**

Upon HUD award announcement, the CoC Collaborative Applicant will notify selected applicants of the pending award, to include notice of any conditions imposed on awards by HUD.

HUD will issue grant agreements in accordance with 24 CFR part 578.23, at which time the CoC Collaborative Applicant will prepare Grant Agreements with project subrecipient for activities administered by the subrecipient.

#### 12. REVISION HISTORY

<b>Revision Date</b>	Description of Changes
2013	Original Version
December 12, 2014	Section 4 include new criteria and scoring for renewal projects.
June 9, 2017	Section 5 updates recordkeeping to include record retention.
July 18, 2018	Appendix D: HUD Tool for Threshold Review
July 8, 2019	Appendix A format change to list performance measurement title to more accurately align with HUD System Performance Measurements; Appendix C to upload latest HUD v3.2.2. Threshold Tool

#### **APPENDICES**

Appendix A: Renewal/Expansion Project Rating Tool

Appendix B: New Project Rating Tool and HSSN Scoring Policy

Appendix C: First Year Renewal Rating Tool

Appendix D: HUD Application Threshold Requirement (HUD Tool v3.2.2)

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX A**

	RENEWAL/EXPANSION PROJECT RA Performance-based project rating and ranking in support of the CoC Syste	TING TOOL em Performance Outcomes	
	CoC RANKING DATE:	# of Participants (Q5a):	
	PERFORMANCE PERIOD:	# of Households (Q8a):	
	Project Name:		
	Project Type:		
	· · · · · · · · · · · · · · · · · · ·		
Proj	ect Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and P	'SH for Permanent Supportive Housin	g
	Applicant Name:		
_	Subrecipient Agency Name:		
	oC Program Funding Request:	Total Project Score (52 points):	0
	evious CoC Awarded Amount:		45
API A.	PLICATION NARRATIVE RATING Project participates in the CoC HMIS and coordinated entry compliance w	with CoC Policies and	15 points
A.	Procedures and HUD Coordinated Entry Notice (Yes= <b>3 points</b> , No= <b>0 points</b>		
В.	Project implements use of Housing First principles, including no precond	itions or barriers to entry	
	except as required by funding sources, and provision of necessary suppo prevent a return to homelessness (Yes=3 points, No=0 points)	rts to maintain housing and	
C.	Project prioritizes services for underserved and marginalized population	s to include racial and	
C.	ethnic minorities and people with disabilities. Describe experience of the		
	subrecipients (if any) in working with the proposed population and in pro		
	that proposed in the application (Yes=3 points, No=0 points)		
D.	Project demonstrates racial equity, diversity and inclusion (25%+ = 3 points)	nts, 15% to 24% = 1 point, 0	
	to 14% = <b>0</b> points)		
_	Minimum 25% people of color assisted with housing and services (average		
E.	Project aligns with priorities identified in the CoC's <i>Consolidated Plan, A to Prevent and End Homelessness,</i> and the federal priorities identified in t	· · · · · · · · · · · · · · · · · · ·	
	Together: Federal Strategic Plan to Prevent and End Homelessness for 2018		
APF	PLICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING		10 points
F.	Applicant and Subrecipient (if any) has active SAM registration with curre	ent information, valid DUNS	_
	number and no Debarments and/or Suspensions (Yes=2 points, No = 0 poi	ints)	
G.	Describe applicant experience in effectively utilizing funds including HUE	grants and other public	
	funding. Include satisfactory drawdowns and performance for existing g	' '	
	reimbursement of subrecipients (if any), timely resolution of monitoring		
	submission of required reporting on existing grants (Yes=2 points, No = 0		
H.	Acceptable audit/financial review of Applicant and Subrecipient (if any).		
	findings or other indications of financial or accounting problems (Yes=2	points, No = 0 points)	
I.	Applicant and Subrecipient (if any) has 25% match commitments that sat	isfy CoC Program Rule	
	requirements for source and amount (Yes=2 points, No = 0 points)		
J.	Reasonable project cost per participant exit to Permanent Housing or ret		
	averaged across all projects within a project type to determine the averaged housing exit for the CoC for that project type. The CoC will use this inform		
	cost locally. (Yes= <b>2 points</b> , No = <b>0 points</b> )	a don to define a reasonable	
	CALCULATION METHODOLOGY: Divide total project cost (HUD, match \$ and	ld leverage \$) for housing,	<u> </u>
	services and administration by number of PH exits (APR Q23a+Q23b).		
	Total project cost \$ divide by # stayers + # exit to PH = co	ost per PH exit\$	

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX A**

	RENEWAL/EXPANSION PROJECT RATING TOOL	
PRO	DJECT PERFORMANCE MEASUREMENT OUTCOMES (RENEWAL)	27 points
K.	Reduce Length of Time Homeless (4 points)	
	TH-Youth 18-24 years: Average participants stay in project <487 days; TH-Adults 25+ years <365 days (APR	₹ Q22b)
	SH: Average participant stay in project < 365 days for leavers and stayers (APR Q22b)	
	RRH: On average participants spend 30 days or less from Project Start to Housing Move-In date (APR Q22c	c)
	PSH: On average participants spend 60 days or less from Project Start to Housing Move-In date (APR Q22c)	)
L.	Reduce Returns to Homelessness (4 points)	
	TH, SH, RRH, PSH: <3% of participants return to homelessness within 24 months of exit to PH	
M.	Increased Employment Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 20% of participants with new or increased earned income (APR Q19a3)	
N.	Increased Other Income: Adults Increase from Start to Annual Assessment/Exit (4 points)	
	TH, RRH: Minimum 25% of participants with new or increased earned income (APR Q19a3)	
	SH, PSH: Minimum 50% of participants with new or increased earned income (APR Q19a3)	
_		
0.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (1 pt each=3 points)	
	TH, SH, RRH,PSH: Minimum 50% adult participants with zero cash income at entry (APR Q16)	
	TH, SH, RRH,PSH: Minimum 50% participants with one or more disability type (APR Q13a2)	
	TH, SH, RRH,PSH: Minimum 50% adults enter from place not meant for human habitation (APR Q15)	
P.	Increase Exits to Permanent Housing (4 points)	
	TH: Minimum 80% people exit program to permanent housing (APR Q23a & Q23b)	
	SH: Minimum 85% people exit program to permanent housing (APR Q23a & Q23b)	
	RRH: Minimum 90% people exit program to permanent housing (APR Q23a & Q23b)	
	PSH: Minimum 90% people exit to other permanent housing (Q23a and Q23b PH Dest divide by Q5a5)	
Q.	Project Focuses on Chronic Homeless People (1 point)	
	TH, SH, RRH, PSH: Minimum 50% of participants are chronically homeless (APR Q26b)	
R.	Project Focuses on Survivors of Domestic Violence (1 point)	
	TH, SH, RRH, PSH: Minimum of 50% adult participants are survivors of domestic violence (APR Q14a)	
S.	Bed Utilization: Minimum 90% ( .25 point for for each PIT at 90%+ - Total 1 point)	
	Household average utilization on 4 PIT Counts the last Wednesday of January, April, July, October (APR Q8	b)
T.	HMIS Data Quality: Timeliness (1 point)	
	90% of data entered within 0 to 6 days of project start date (APR Q6e)	
U.	De-obligation 10% or more of HUD funds (minus 1 point)	
	Recent grant term 10% or more of the total HUD funds recaptured by HUD at grant term	
٧.	Annual CoC Monitoring Score (minus 1 point)	
	Concerns and/or Finds not resolved within 30-days of monitoring results notification.	

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX B**

	FIRST YEAR RENEWAL RATING		
	Performance-based project rating and ranking in support of the CoC Syste	# of Participants (Q5a):	
	CoC SCORING DATE: CoC SCORING AGENCY:	# of Households (Q8a):	
	ese sectime / letter.	" of Flousenoids (Qou)	
	Project Name:		
	Project Type:		
Proje	ct Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and P	SH for Permanent Supportive Housi	ng
	Applicant Name:		
	Subrecipient Agency Name:		
Co	C Program Funding Request: Tot	tal Project Score (52 points):	0
	evious CoC Awarded Amount:	· · · · · =	
	ICATION NARRATIVE RATING		15 points
A.	Project participates in the CoC HMIS and coordinated entry compliance w Procedures and HUD Coordinated Entry Notice (Yes= <b>3 points</b> , No= <b>0 points</b> )	vith CoC Policies and	•
B.	Project implements use of Housing First principles, including no precond except as required by funding sources, and provision of necessary suppo and prevent a return to homelessness (Yes=3 points, No=0 points)		
C.	Project prioritizes services for underserved and marginalized population ethnic minorities and people with disabilities. Describe experience of the subrecipients (if any) in working with the proposed population and in prothat proposed in the application (Yes=3 points, No=0 points)	applicant and	
D.	Project demonstrates racial equity, diversity and inclusion (25%+ = $3 pointo 14\% = 0 points$ )	nts, 15% to 24% = <b>1 point</b> ,	
	Minimum 25% people of color assisted with housing and services (average	ge APR Q12a+Q12b)	
E.	Project aligns with priorities identified in the CoC's <i>Consolidated Plan, A I Plan to Prevent and End Homelessness,</i> and the federal priorities identified <i>Together: Federal Strategic Plan to Prevent and End Homelessness for 2018</i>	d in this NOFA and <i>Home,</i>	
APPI	ICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING		10 points
F.	Applicant and Subrecipient (if any) has active SAM registration with curre DUNS number and no Debarments and/or Suspensions (Yes= <b>2 points</b> , No =		
G.	Describe applicant experience in effectively utilizing funds including HUD funding. Include satisfactory drawdowns and performance for existing grainely reimbursement of subrecipients (if any), timely resolution of monit submission of required reporting on existing grants (Yes=2 points, No = 0)	rants as evidenced by toring findings and timely	
H.	Acceptable audit/financial review of Applicant and Subrecipient (if any). findings or other indications of financial or accounting problems (Yes=2		
I.	Applicant and Subrecipient (if any) has 25% match commitments that sati requirements for source and amount (Yes= $2$ points, No = $0$ points)	isfy CoC Program Rule	
J.	Reasonable project cost per participant exit to Permanent Housing or reta averaged across all projects within a project type to determine the average housing exit for the CoC for that project type. The CoC will use this inform reasonable cost locally. (Yes=2 points, No = 0 points)	ge cost per permanent	
	CALCULATION METHODOLOGY: Divide total project cost (HUD, match \$ and services and administration by number of PH exits (APR Q23a+Q23b).		
	Total project cost \$ divide by # exit to PH = cost per P *If no exits in the grant year the value is project cost divided by total part occur with zero to PH the score is "O points".	•	

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX B**

points
Q22b)
)

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX C**

	NEW PROJECT RATING TOOL Performance-based project rating and ranking in support of the CoC System Performance Outcomes	
	CoC SCORING DATE: # of Participants:	
	CoC SCORING AGENCY: # of Households:	
	Project Name:	
	Project Type: Project Type = TH for Transitional Housing; SH for Safe Haven; RRH for Rapid Rehousing; and PSH for Permanent Supportive	e Housing
	Applicant Name:	
	Subrecipient Agency Name: Total Project Score (52 points	
	oc Program Funding Request:	, , ,
	PLICATION NARRATIVE RATING	17 points
A.	Project describes experience or intent to participate in the CoC HMIS and coordinated entry in compliance with CoC Policies and Procedures and the HUD Coordinated Entry Notice (3 points)	
B.	Project describe experience or intent to implement use of Housing First principles, including no preconditions or barriers to entry except as required by funding sources, and provision of necessary supports to maintain housing and prevent a return to homelessness (3 points)	
C.	Project describes experience serving underserved and marginalized populations to include racial and ethnic minorities and people with disabilities. Describe experience of the applicant and subrecipients (if any) in working with the proposed population and in providing housing similar to that proposed in the application (3 points)	
D.	Project describes culturally specific services delivered to ensure racial equity, diversity and inclusion. (3 points)	
E.	Project aligns with priorities identified in the CoC's Consolidated Plan, A Road Home: Community Plan to Prevent and End Homelessness, and the federal priorities identified in this NOFA and Home, Together: Federal Strategic Plan to Prevent and End Homelessness for 2018 to 2022 (3 points)	
F.	Applicant and Subrecipient (if any) work collaboratively with CoC partner agencies and are active members of the CoC attending at least 8 meetings during the past 12-month period under the governance of the Housing and Supportive Services Network (1 point)	
G.	Applicant and Subrecipient (if any) describes rapid implementation of the project to begin housing the first participant in 180 days or less following HUD grant award (1 point)	
API	PLICANT AND SUBRECIPIENT AGENCY (IF ANY) FINANCIAL RATING	12 points
Н.	Applicant and Subrecipient (if any) has active SAM registration with current information, valid DUNS number and no Debarments and/or Suspensions (2 points)	
I.	Describe Applicant and Subrecipient (if any) experience in effectively utilizing federal funds in accordance with 2 CFR 200, to include HUD grants and other funding (2 points)	
J.	Acceptable audit/financial review of Applicant and Subrecipient (if any). Audit does not contain findings or other indications of financial or accounting problems (2 points)	
K.	Applicant or Subrecipient (if any) provides 25% match commitment that satisfies CoC Program Rule 24 CFR Part 578.73 requirement that includes source and amount (2 points)	
L.	Applicant or Subrecipient provide letter of commitment to "leveraged" funds (excluding 25% match funds) valued at no less than 10% of CoC Program fund request to provide for project long-term sustainability (1 points)	
M.	Budget costs are reasonable and allowable. Project is cost-effective when projected cost per person served is compared to CoC average within project type posted July (annual) at	
	https://www.co.washington.or.us/Housing/EndHomelessness/homeless-programs-and-events.cfm  CALCULATION METHODOLOGY: Total project cost (HUD \$ Request+25%  match+leverage) divided by target number of participants (2 points)	
N.	Project is dedicated to serve 100% special needs population under: A) Permanent Housing CoC Bonus serving chronic homeless individuals and families with disabilities; or B) Domestic Violence (DV) Bonus for survivors of domestic violence (1 point)	

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX C**

	NEW PROJECT RATING TOOL		
PR	PROJECT DESIGN OF HOUSING AND SUPPORTIVE SERVICES		
0.	Severity of Needs (0 to 2 points)		
	Applicant demonstrates how the project will assist underserved populations to include persons with a history of victimization such as domestic violence, sexual assault, criminal histories, substance use disorders, or chronic homelessness.		
P.	Housing Emphasis (2 points)		
	Applicant and Subrecipient (if any) prioritize 75% or more of Federal CoC Program funds to provide housing activities; e.g. rent assistance, leasing units, acquisition, rehabilitation and/or construction of affordable housing units.		
Q.	Reduce Length of Time Homeless (0 to 4 points)		
	Applicant describes how the project will identify and house homeless populations to demonstrate a reduction in the length of time people experience homelessness.		
R.	Successful Permanent Housing Placement and Reduced Returns to Homelessness (0 to 4 points)		
	Applicant describes the housing barriers experienced by the target population and demonstrates how the project will increase permanent housing placement and retention in housing.		
S.	Increased Employment Income (0 to 4 points)		
	Applicant and Subrecipient describe how the project will demonstrate assisting the population to increased employment income.		
T.	Increased Other Income (0 to 4 points)		
	Applicant or Subrecipient have at least one staff person who has completed SOAR training.		
U.	Serve Priority Populations: ≥50% disability/zero income/unsheltered populations (3 points)		
	Applicant describes the outreach and commitment to serve the most vulnerable populations that includes chronic homeless individuals and families as defined by HUD where 50% of participants with zero income, participants with two or more disability types, and persons living in places not meant for human habitation.		

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX C**

#### PARTICIPANT VOTING PROCESS FOR CoC AND OTHER PUBLIC-FUNDED PROJECTS:

- 1. Housing and Supportive Services Network (HSSN) membership is open to any person interested in the issue of homelessness in Washington County.
- 2. All new projects are brought before the HSSN for review and scoring.
  - Note: Renewal project scoring is completed by the CoC Collaborative Applicant and reviewed by the HSSN Work Group based on project performance as demonstrated through fiscal management reports, annual onsite monitoring, annual project performance reporting using the CoCs HMIS, and system performance criteria.
- 3. Project Sponsor Agencies requesting funds provide a presentation to the HSSN in accordance with the HSSN Continuum of Care Planning Calendar and will format their presentation according to the Request For Proposal (RFP) standard rating criteria used by the HSSN.
- 4. HSSN members receive a presentation on new projects and completes the New Project Scoring Tool that aligns with the HUD applicant threshold and CoC performance-based criterion point system, casting a vote (points) for each project.
- 5. The HSSN Work Group members (the CoC Board) will rate and prioritize projects.
- 6. Any agency or individual with a *conflict of interest* will abstain from voting.
- 7. This open process ensures that the objective rating and prioritizing system is fair, honest, inclusive, and unbiased. The Participant Voting Process and the Voting System is designed to create an open process within the Washington County HSSN.

#### **VOTING SYSTEM:**

- 1. Adoption of this project evaluation criteria voting system was implemented with the participation and consensus of HSSN members.
- 2. All agencies/groups/individuals can vote after attending a minimum of 8 meetings in a 12-month period (July to June).
- 3. Only one (1) vote per agency/group. Individuals not associated with an agency or group will have one (1) vote each.
- 4. The HSSN Work Group (CoC Board) will perform project application threshold review, tally scores from the Project Rating Tool, and rank projects in the Project Priority Listing. The HSSN Work Group will review the projects in alignment with the strategies outlined in the local *Consolidated Plan*, the CoC homeless plan *A Road Home: Community Plan to Prevent and End Homelessness* and the federal *Here, Together: Federal Strategic Plan to Prevent and End Homelessness*. All new and renewal project applicants are invited and encouraged to attend this meeting. Details of the meeting can be found online at <a href="https://www.co.washington.or.us/Housing/EndHomelessness/hssn-workgroup-meetings-and-agendas.cfm">https://www.co.washington.or.us/Housing/EndHomelessness/hssn-workgroup-meetings-and-agendas.cfm</a>

#### NOTE:

The adopted CoC Program Application Rating and Ranking Process policy # 578.9-OR506CoC is available online at

https://www.co.washington.or.us/Housing/EndHomelessness/hssn.cfm

# CoC PROGRAM APPLICATION RATING AND RANKING PROCESS

#### **APPENDIX D**

HUD Tool https://www.hudexchange.info/resource/5292/project-rating-and-ranking-tool/

RENEWAL/EXPANSION THRESHOLD REQUIREMENTS			
Project Name:	▼ ompleted projects will be moved to the bottom of t	he list.	
Organization Name:		Renewal/Expansion Projects	Save
Project Type:	If you would like to change the project type, please	Threshold Review Complete	
Project Identifier:	do so in the HIC and re-copy the data to the RAW  HIC DATA tab, or do so in the LIST OF PROJECTS	O%	
THRESHOLD REQUIREMENTS			YES/NO
Stakeholders should NOT assume all requirements are fully addressed through this tool. CoC Program application requirements change periodically and annual NOFAs may provide more detailed guidance.			
The CoC collaborative applicant and project applicants should carefully review the annual NOFA	criteria each year.		Yes to all
HUD THRESHOLD REQUIREMENTS			
1. Applicant has Active SAM registration with current information.			
2. Applicant has Valid DUNS number in application.			
3. Applicant has no Outstanding Delinquent Federal Debts-It is HUD policy, consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), that applicants with outstanding delinquent federal debt will not be eligible to receive an award of funds, unless:			
(a) A negotiated repayment schedule is established and the repayment schedule is not delinquent, or			
(b) Other arrangements satisfactory to HUD are made before the award of funds by HUD.			
4. Applicant has no Debarments and/or Suspensions - In accordance with 2 CFR 2424, no award of federal funds may be made to debarred or suspended applicants, or those proposed to be debarred or suspended from doing business with the Federal Government.			
5. Disclosed any violations of Federal criminal law -Applicants must disclose in a timely manner, in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338, Remedies for noncompliance, including suspension or debarment. This mandatory disclosure requirement also applies to subrecipients of HUD funds who must disclose to the pass-through entity from which it receives HUD funds.			
6. Submitted the required certifications as specified in the NOFA.			
7. Demonstrated the population to be served meets program eligibility requirements as described in the Act, and project application clearly establishes eligibility of project applicants. This			
includes any additional eligibility criteria for certain types of projects contained in the NOFA.			
8. Agreed to Participate in HMIS - Project applicants, except Collaborative Applicants that only receive awards for CoC planning costs and, if applicable, UFA Costs, must agree to participate in a local HMIS system. However, in accordance with Section 407 of the Act, any victim service provider that is a recipient or subrecipient must not disclose, for purposes of HMIS, any personally identifying information about any client. Victim service providers must use a comparable database that complies with the federal HMIS data and technical standards. While not prohibited from using HMIS, legal services providers may use a comparable database that complies with federal HMIS data and technical standards, if deemed necessary to protect attorney client privilege.			
9. Met HUD Expectations - When considering renewal projects for award, HUD will review information in eLOCCS; Annual Performance Reports (APRs); and information provided from the local HUD CPD Field Office, including monitoring reports and A-133 audit reports as applicable, and performance standards on prior grants. HUD will also assess renewal projects using the following performance standards in relation to the project's prior grants:			
(a) Whether the project applicant's performance met the plans and goals established in the	initial application, as amended;		
(b) Whether the project applicant demonstrated all timeliness standards for grants being re	newed, including those standards for the expenditu	ure of grant funds that have been met;	
(c) The project applicant's performance in assisting program participants to achieve and maintain independent living and records of success, except HMIS-dedicated projects that are not			
required to meet this standard; and,  (d) Whether there is evidence that a project applicant has been unwilling to accept technical assistance, has a history of inadequate financial accounting practices, has indications of project			
mismanagement, has a drastic reduction in the population served, has made program changes without prior HUD approval, or has lost a project site.			
10. Met HUD financial expectations – If a project applicant has previously received HUD grants, the organization must have demonstrated its ability to meet HUD's financial expectations. If any of the following have occurred, the project applicant would NOT meet this threshold criteria:			
(a) Outstanding obligation to HUD that is in arrears or for which a payment schedule has not	been agreed upon;		
(b) Audit finding(s) for which a response is overdue or unsatisfactory;			
(c) History of inadequate financial management accounting practices;			
(d) Evidence of untimely expenditures on prior award;			
(e) History of other major capacity issues that have significantly affected the operation of the project and its performance;			
(f) History of not reimbursing subrecipients for eligible costs in a timely manner, or at least quarterly; and			
(g) History of serving ineligible program participants, expending funds on ineligible costs, or failing to expend funds within statutorily established timeframes.			
11. Demonstrated Project is Consistent with Jurisdictional Consolidated Plan(s) - All projects must be consistent with the relevant jurisdictional Consolidated Plan(s). The CoC will be required to submit a Certification of Consistency with the Consolidated Plan at the time of application submission to HUD.			
CoC THRESHOLD REQUIREMENTS			
	as provided reasonable assurances that the project w	vill meet the requirement, has been given an	
exception by the CoC or will request a waiver from	n HUD. Otherwise select "No".		
Coordinated Entry Participation			