

**NORTH SOUND
BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(North Sound BH-ASO)**

**CONTRACT
FOR
DEPARTMENT OF COMMERCE
COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE (CBRA)
LONG-TERM HOUSING SUBSIDIES**

WITH

LAKE WHATCOM RESIDENTIAL AND TREATMENT CENTER (LWC)

CONTRACT #NORTH SOUND BH-ASO-LWC-CBRA-23

EFFECTIVE JULY 1, 2023

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EXHIBITS

Incorporation of Exhibits

The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit conflicts with the terms and conditions of this base contract, the terms of such Exhibit shall control.

Exhibit A – Supplemental Provider Service Guide [Supplemental Provider Service Guide | North Sound BH-ASO \(nsbhaso.org\)](https://www.nsbhaso.org/Supplemental-Provider-Service-Guide-North-Sound-BH-ASO)

Exhibit B – Budget

Exhibit C – Community Behavioral Health Rental Assistance (CBRA) Guidelines

Exhibit D – Guidelines Changes SFY24

Exhibit E – Provider Deliverables

1 **CONTRACT FOR COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE**
2
3

4 **THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK**

5 **CONTRACT** (the “Contract”), pursuant to Revised Code of Washington (RCW) Chapter 71.24 and all
6 relevant and associated statutes, as amended, is made and entered into by and between the NORTH
7 SOUND BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO),
8 a governmental limited liability company pursuant to RCW Chapter 71.24, 2021 E. College Way, Ste.
9 101, Mount Vernon, WA 98273 and LAKE WHATCOM RESIDENTIAL AND TREATMENT CENTER (LWC),
10 (Provider), a Washington Behavioral Health Agency, 609 Northshore Drive, Bellingham, WA 98226.
11

12 **I. RECITALS**
13

14 **WHEREAS**, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County
15 (the County Authorities), as defined by RCW 71.24.025 (18), entered into a Joint County Authority BH-
16 ASO Interlocal Operating Agreement to cooperatively provide a community health program and
17 regional system of care, with the collective goal of consolidating administration, reducing
18 administrative layering and reducing administrative costs, consistent with the State of Washington’s
19 legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and
20

21 **WHEREAS**, North Sound BH-ASO is a governmental limited liability company formed by an
22 operating agreement entered into by the foregoing five (5) County Authorities in response to a request
23 for a detailed plan and to contract with the State of Washington to operate as a Regional Support
24 Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an
25 Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and RCW
26 71.24.015.
27

28 **WHEREAS**, the Operating Agreement provides a means for each County Authority to share in the
29 cost of behavioral health services, for payment of services and for the audit of funds, as provided for
30 in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as
31 provided for in RCW 71.24.110.
32

33 **WHEREAS**, North Sound BH-ASO anticipates increased need for behavioral health services in the
34 community and recognizes the need for expansion of services and strengthening of cooperation among
35 service providers to meet this challenge; and
36

37 **WHEREAS**, North Sound BH-ASO is engaged in the administration of services.
38

39 **WHEREAS**, Provider is engaged in the provision of behavioral health services within Island, San
40 Juan, Skagit, Snohomish and Whatcom Counties (Counties); and

WHEREAS, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise do all things necessary to deliver Services in the Counties;

WHEREAS, the parties to this Contract desire to promote the continuity of care for individuals, avoid service disruption, ensure the provision of behavioral health services and strengthen the regional service network; and

WHEREAS, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164); now, therefore,

THE PARTIES AGREE AS FOLLOWS:

II. CONTRACT

The effective date of this Contract is July 1, 2023.

WHEREAS, North Sound BH-ASO has been advised that the foregoing are the current funding sources, funding levels and effective dates as described in Exhibit B; and

WHEREAS, North Sound BH-ASO desires to have rental assistance performed by the Provider as described in Exhibit C;

WHEREAS, the Provider represents and warrants that North Sound BH-ASO is authorized to negotiate and execute provider agreements, including this Agreement, and to bind the Provider to the terms and conditions of this Agreement;

WHEREAS, North Sound BH-ASO intends to implement mechanisms to ensure the availability of contracted providers and for establishing standards for the number and geographic distribution of contracted providers and key specialty providers in accordance with applicable law;

WHEREAS, Housing Providers contracted with North Sound BH-ASO for participation in the North Sound provider Network(Participating Providers) will deliver behavioral health rental assistance to individuals within the scope of their licensure or accreditation; and

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1 **ARTICLE ONE – DEFINITIONS**

2 For purposes of this Agreement, the following terms shall have the meanings set forth below.

3 1.1 **AGREEMENT**

4 The Contract for participation in the North Sound provider network entered into between
5 North Sound BH-ASO and Provider, including all attachments and incorporated documents or
6 materials, including the CBRA Guidelines which is Exhibit C thereof.
7

8 1.2 **BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

9 BH-ASO means an entity selected by the Medicaid Agency to administer behavioral health
10 programs, including crisis services for individuals in a fully integrated managed care regional
11 service area. The BH-ASO administers crisis services for all individuals in its defined regional
12 service area, regardless of an individual's ability to pay.
13

14 1.3 **COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE**

15 The Community Behavioral Health Rental Assistance program (CBRA) provides long-term
16 or bridge rental subsidies for high-risk individuals with behavioral health conditions and
17 their households. When partnered with programs offering supportive housing services
18 such as Washington's Foundational Community Supports (FCS) program, Aging and
19 Long-Term Supports (ALTSA) programs, Housing and Recovery through Peer Services
20 (HARPS) programs, or others, highly-vulnerable persons with complex behavioral health
21 needs have opportunities to live independently in the communities of their choice.
22

ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

This Agreement, North Sound BH-ASO’s Supplemental Provider Service Guide, Policies and Procedures (P&P), Contract Exhibits, the Contract Boilerplate, and their revisions each specify North Sound BH-ASO’s requirements for the array of services to be provided. Unless otherwise specified, these materials shall be regarded as the source documents for compliance with program requirements. In the event of any inconsistency between the requirements of such documents, the more stringent shall control.

2.1 NETWORK PARTICIPATION

Provider shall participate as part of the North Sound BH-ASO for the services specified in this Contract. Provider agrees that its practice information may be used in North Sound BH-ASO and Department of Commerce (DOC) provider directories, promotional materials, advertising and other informational material made available to the public. Such practice information includes, but is not limited to, name, address, telephone number, hours of operation and type of services. Provider shall promptly notify North Sound BH-ASO within 30 days of any changes in this information.

2.2 PROMOTIONAL ACTIVITIES

At the request of North Sound BH-ASO, Provider shall display promotional materials in its offices and facilities as practical, in accordance with applicable law and cooperate with and participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-ASO name in any advertising or promotional materials without the prior written permission of North Sound BH-ASO.

2.3 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS

Provider shall hold all necessary licenses, certifications, and permits required by law for the performance of services to be provided under this Agreement. Provider shall maintain its licensure and applicable certifications in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement. Provider’s loss or suspension of licensure or other applicable certifications, or its exclusion from any federally funded health care program, including Medicare and Medicaid, may constitute cause for immediate termination of this Agreement. Provider warrants and represents that each employee and subcontractor, who is subject to professional licensing requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure each employee and subcontractor have and maintains in good standing for the term of this Agreement the licenses, permits, registrations, certifications, and any other governmental authorizations to provide such services.

2.4 NON-DISCRIMINATION

2.4.1 Enrollment

Provider shall not differentiate or discriminate in providing services to individuals because of race, color, religion, national origin, ancestry, age, marital status, gender

identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services. Provider shall render services to individuals in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.

2.4.2 Employment

Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, sexual orientation, physical, sensory or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

2.5 NOTICES

2.5.1 Critical Incident Reporting

Provider shall send immediate notification to North Sound BH-ASO of any Critical Incident involving an individual. Notification shall be made during the business day on which Provider becomes aware of the Critical Incident. If Provider becomes aware of a Critical Incident involving an individual after business hours, Provider shall provide notice to North Sound BH-ASO as soon as possible the next business day. Provider shall provide to North Sound BH-ASO all available information related to a Critical Incident at the time of notification, including: a description of the event, the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their involvement; the individual's or other involved individuals' service history with Provider; steps taken by Provider to minimize potential or actual harm; and any legally required notification made by Provider. Upon North Sound BH-ASO's request, and as additional information becomes available, Provider shall update the information provided regarding the Critical Incident and, if requested, shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Provider's delivery system and efforts designed to prevent or lessen the possibility of future similar incidents. Reporting shall comport with North Sound BH-ASO Supplemental Provider Service Guide and applicable P&Ps.

2.5.2 Termination of Services

Provider shall provide North Sound BH-ASO at least 120 calendar days written notice before provider, any clinic, or subcontractor ceases to provide services to individuals.

2.5.3 Reporting Fraud

Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall notify North Sound BH-ASO Compliance Department of all incidents or occasions

1 of suspected fraud, waste, or abuse involving Services provided to an individual.
2 Provider shall report a suspected incident of fraud, waste or abuse, including a credible
3 allegation of fraud, within five (5) business days of the date Provider first becomes
4 aware of, or is on notice of, such activity. The obligation to report suspected fraud,
5 waste, or abuse shall apply if the suspected conduct was perpetrated by Provider,
6 Provider's employee, agent, subcontractor, or individual. Provider shall establish
7 P&P's for identifying, investigating, and taking appropriate corrective action against
8 suspected fraud, waste, or abuse. Detailed information provided to employees and
9 subcontractors regarding fraud and abuse P&P's and the false Claims Act and the
10 Washington false claims statutes RCW Chapter 74.66 and 74.09.210. Upon request by
11 North Sound BH-ASO, and/or DOC, Provider shall confer with the appropriate State
12 agency prior to or during any investigation into suspected fraud, waste, or abuse.
13

14 2.6 PROVIDER TRAINING AND EDUCATION

15 Upon the request of North Sound BH-ASO, the Provider shall participate in training when
16 required by the North Sound BH-ASO and/or DOC Community Services and Housing Division,
17 Housing Assistance Unit.
18

19 2.6.1 Exception to required training

20 Requests to allow an exception to participation in a required training must be in
21 writing and include a plan for how the required information will be provided to
22 targeted provider staff.
23

24 2.7 REPORT DELIVERABLE TEMPLATES

25 As applicable, templates for all reports that the Provider is required to submit to North Sound
26 BH-ASO are hereby incorporated in Exhibit E of this Contract. North Sound BH-ASO may
27 update the templates from time to time, and any such updated templates will also be
28 incorporated by reference into this Contract. The report templates are located at:
29 <https://www.nsbhaso.org/for-providers/forms>
30

ARTICLE THREE – COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE (CBRA) PROGRAM GUIDELINES

Subgrantees shall comply with all the requirements, policies and procedures in the most up-to-date version of the [Community Behavioral Health Rental Assistance Program Guidelines](#).

Subgrantees shall commit to providing long-term or bridge subsidy in their catchment area of the North Sound region for eligible households within the eligible population described below:

Eligible Population for Housing Subsidy Funded Under This Contract:

- Adults (and their households) who have a diagnosed behavioral health condition, are receiving services from an approved long-term supports program, and demonstrate a need for long-term subsidy.

See: Exhibit C, Overview and Program Eligibility

Subgrantees shall commit to prioritizing subsidies for the priority populations described below:

- Households that meet one or more of the following:
 - Discharging or needing to discharge from a psychiatric hospital or other psychiatric inpatient setting.
 - Discharged from a psychiatric hospital or other psychiatric inpatient setting within the past 12 months.

See: *Exhibit C, Priority Populations*

Subgrantees shall submit the following deliverables on time with truthful, accurate information:

- Monthly Invoices and Required Back-Up Documentation.
- Accurate and Timely Data Entry into the Homeless Management Information System Database.

See: *Exhibit C, HMIS and Data Quality*

ARTICLE FOUR – TERM AND TERMINATION

4.1 TERM

This Agreement is effective on July 1, 2023, and will remain in effect for an initial term of 1 year (Initial Term), after which it will automatically renew for successive terms of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days prior to the end of the current term.

4.2 TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party upon providing at least 90 days written notice to the other party.

4.3 TERMINATION WITH CAUSE

Either party may terminate this Agreement by providing the other party with a minimum of 10 business days prior written notice in the event the other party commits a material breach of any provision of this Agreement. Said notice must specify the nature of said material breach. The breaching party shall have 7 business days from the date of the breaching party's receipt of the foregoing notice to cure said material breach. In the event the breaching party fails to cure the material breach within said 7 business day period, this Agreement shall automatically terminate upon expiration of the 10 business days' notice period.

4.4 IMMEDIATE TERMINATION

Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may immediately suspend or terminate the participation of a Provider in any or all products or services by giving written notice thereof to Provider when North Sound BH-ASO determines that (i) based upon available information, the continued participation of the Provider appears to constitute an immediate threat or risk to the health, safety or welfare of individual(s), or (ii) Provider's fraud, malfeasance, or non-compliance with any regulatory requirements is reasonably suspected. During such suspension, the Provider shall, as directed by North Sound BH-ASO, discontinue the provision of all or a particular contracted Service to individual(s). During the term of any suspension, Provider shall notify individual(s) that their status as a Provider has been suspended. Such suspension will continue until the Provider's participation is reinstated or terminated.

4.5 TERMINATION DUE TO CHANGE IN FUNDING

In the event funding from Department of Commerce, State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, either party may terminate this Contract subject to re-negotiations.

4.5.1 TERMINATION PROCEDURE

The following provisions shall survive and be binding on the parties in the event this Contract is terminated:

1 4.5.1.1 Provider and any applicable subcontractors shall cease to perform any
2 services required by this Contract as of the effective date of termination and
3 shall comply with all reasonable instructions contained in the notice of
4 termination which are related to the transfer of individuals, distribution of
5 property and termination of services. Each party shall be responsible only for
6 its performance in accordance with the terms of this Contract rendered prior
7 to the effective date of termination. Provider and any applicable
8 subcontractors shall assist in the orderly transfer/transition of the individuals
9 served under this Contract. Provider and any applicable subcontractors shall
10 promptly supply all information necessary for the reimbursement of any
11 outstanding Medicaid claims.

12 4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to
13 North Sound BH-ASO's Program Administrator or their successor, all North
14 Sound BH-ASO assets (property) in Provider and any applicable
15 subcontractor's possession and any property produced under this Contract.
16 Provider and any applicable subcontractors grant North Sound BH-ASO the
17 right to enter upon Provider and any applicable subcontractor's premises for
18 the sole purpose of recovering any North Sound BH-ASO property that
19 Provider and any applicable subcontractors fails to return within 10 business
20 days of termination of this Contract. Upon failure to return North Sound BH-
21 ASO property within 10 business days of the termination of this Contract,
22 Provider and any applicable subcontractors shall be charged with all
23 reasonable costs of recovery, including transportation and attorney's fees.
24 Provider and any applicable subcontractors shall protect and preserve any
25 property of North Sound BH-ASO that is in the possession of Provider and any
26 applicable subcontractors pending return to North Sound BH-ASO.

27 4.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those services
28 authorized and provided through the date of termination. North Sound BH-
29 ASO may pay an amount agreed to by the parties for partially completed
30 work and services, if work products are useful to or usable by North Sound
31 BH-ASO.

32 4.5.1.4 If the Program Administrator terminates this Contract for default, North
33 Sound BH-ASO may withhold a sum from the final payment to Provider that
34 North Sound BH-ASO determines is necessary to protect North Sound BH-
35 ASO against loss or additional liability occasioned by the alleged default.
36 North Sound BH-ASO shall be entitled to all remedies available at law, in
37 equity, or under this Contract. If it is later determined Provider was not in
38 default, or if Provider terminated this Contract for default, Provider shall be
39 entitled to all remedies available at law, in equity, or under this Contract.

40 Should the contract be terminated by either party, North Sound BH-ASO will
41 require the spend-down of all remaining reserves and fund balances within
42 the termination period. Funds will be deducted from the final months'
43 payments until reserves and fund balances are spent. Should the contract be

1 terminated by either party, Provider shall be responsible to provide all
2 behavioral health services through the end of the month for which they have
3 received payment.
4

1 **ARTICLE FIVE – FINANCIAL TERMS AND CONDITIONS**

2 5.1 **GENERAL FISCAL ASSURANCES**

3 Provider shall comply with all applicable laws and standards, including Generally Accepted
4 Accounting Principles and maintain, at a minimum, a financial management system that is a
5 viable, single, integrated system with sufficient sophistication and capability to effectively and
6 efficiently process, track and manage all fiscal matters and transactions. The parties'
7 respective fiscal obligations and rights set forth in this section shall continue after termination
8 of this Contract until such time as the financial matters between the parties resulting from this
9 Contract are completed.

10 5.2 **FINANCIAL ACCOUNTING REQUIREMENTS**

11 Provider shall:

12 5.2.1 Limit Administration costs to no more than 15% of the annual revenue supporting the
13 public behavioral health rental assistance system operated by Provider. Administration
14 costs shall be measured on a fiscal year basis and based on the information reported in
15 the Revenue and Expenditure Reports and reviewed by North Sound BH-ASO.

16 5.2.2 The Provider shall establish and maintain a system of accounting and internal controls
17 which complies with generally accepted accounting principles promulgated by the
18 Financial Accounting Standards Board (FASB), the Governmental Accounting Standards
19 Board (GASB), or both as is applicable to the Provider's form of incorporation.

20 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant to
21 this Contract, are used to support the public behavioral health system within the
22 Service Area;

23 5.2.4 Produce annual, audited financial statements upon completion and make such reports
24 available to North Sound BH-ASO upon request.

25
26 5.2.4.1 **Financial Reporting**

27 Provider shall provide the following reports to North Sound BH-ASO:

28 5.2.4.1.1 The North Sound BH-ASO shall reimburse the Provider for
29 satisfactory completion of the services and requirements
30 specified in this Contract and its attached exhibit(s).

31 5.2.1.4.2 The Provider shall submit an invoice within 20 days from the
32 service month (i.e., services in June invoiced on or before August
33 1st) along with all accompanying reports as specified in the
34 attached exhibit(s), including its final invoice and all outstanding
35 reports. The North Sound BH-ASO shall initiate authorization for
36 payment to the Provider not more than 30 days after a timely,
37 complete and accurate invoice is received.

38 5.2.1.4.3 The Provider shall submit its final invoice and all outstanding
39 reports as specified in this contract and its attached exhibit(s). If
40 the Provider's final invoice and reports are not submitted as
41 specified in this contract and its attached exhibit(s), the North

1
2
3

Sound BH-ASO will be relieved of all liability for payment to the
Provider of the amounts set forth in said invoice or any
subsequent invoice.

ARTICLE SIX – OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

North Sound BH-ASO, DOC, DSHS, Office of the State Auditor, the Department of Health (DOH), the Comptroller General, or any of their duly-authorized representatives have the authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of compliance with licensing and certification requirements and compliance with this Contract, d) audits regarding the quality, appropriateness and timeliness of behavioral health services of Provider and subcontractors and e) audits and inspections of financial records of Provider and subcontractors.

Provider shall notify North Sound BH-ASO when an entity other than North Sound BH-ASO performs any audit described above related to any activity contained in this Contract.

In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of resource, utilization and quality management, as well as, ensure Provider has the administrative and fiscal structures to enable them to perform in accordance with the terms of the contract. Such reviews may include, but are not limited to: program integrity, administrative structures reviews, fiscal management and contract compliance. Reviews may include desk reviews, requiring Provider to submit requested information. North Sound BH-ASO will also review any activities delegated under this contract to Provider.

6.2 CONSEQUENCES OF NON-COMPLIANCE:

- a. If North Sound BH-ASO determines that a subgrantee is failing to comply with the Guidelines, Terms, and Conditions, North Sound BH-ASO will notify subgrantee that subgrantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
- b. If the subgrantee is still out of compliance after the technical assistance, North Sound BH-ASO may move the subgrantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the subgrantee remains out of compliance after the probation period, North Sound BH-ASO may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

6.3 NOTICE REQUIREMENTS

Whenever this Contract provides for notice to be provided by one (1) party to another, such notice shall be in writing and directed to the chief executive office of the Provider and/or project representative. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

1 **ARTICLE SEVEN – GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**
2

3 7.1 **BACKGROUND**

4 North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan,
5 Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the
6 Director of Health Care Authority (HCA) (Director). These counties entered into an inter-local
7 agreement to allow North Sound BH-ASO to contract with the Director pursuant to RCW
8 71.24.025(18), to operate a single managed system of services for persons with behavioral
9 illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom
10 Counties (Service Area). North Sound BH-ASO is party to an interagency agreement with the
11 Director, pursuant to which North Sound BH-ASO has agreed to provide integrated community
12 support, crisis response services to people needing such services in its Service Area. North
13 Sound BH-ASO, through this Contract, is subcontracting with Provider for the provision of
14 specific behavioral health services as required by the agreement with the Director. Provider,
15 by signing this Contract, attests it is willing and able to provide such services in the Service
16 Area.

17
18 7.2 **MUTUAL COMMITMENTS**

19 The parties to this Contract are mutually committed to the development of an efficient, cost
20 effective, integrated, person-centered, age specific recovery and resilience model approach to
21 the delivery of quality community behavioral health services. To that end, the parties are
22 mutually committed to maximizing the availability of resources to provide needed behavioral
23 health services in the Service Area, maximizing the portion of those resources used for the
24 provision of direct services and minimizing duplication of effort.

25
26 7.3 **ASSIGNMENT**

27 Except as otherwise provided within this Contract, this Contract may not be assigned,
28 delegated, or transferred by Provider without the express written consent of North Sound BH-
29 ASO and any attempt to transfer or assign this Contract without such consent shall be void.
30 The terms “assigned”, “delegated”, or “transferred” shall include change of business structure
31 to a limited liability company of any Provider Member or Affiliate Agency.

32
33 7.4 **AUTHORITY**

34 Concurrent with the execution of this Contract, Provider shall furnish North Sound BH-ASO
35 with a copy of the explicit written authorization of its governing body to enter into this
36 Contract and accept the financial risk and responsibility to carry out all terms of this Contract
37 including the ability to pay for all expenses incurred during the contract period. Likewise,
38 concurrent with the execution of this Contract, North Sound BH-ASO shall furnish, upon
39 request, Provider with a written copy of the motion, resolution, or ordinance passed by North
40 Sound BH-ASO’s Board of Directors authorizing North Sound BH-ASO to execute this Contract.
41

1 **7.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 The parties shall comply with all relevant state or federal law, policy, directive, or government
3 sponsored program requirements relating to the subject matter of this Agreement. The
4 provisions of this Agreement shall be construed in a manner that reflects consistency and
5 compliance with such laws, policies and directives. Without limiting the generality of the
6 foregoing, the parties shall comply with applicable provisions of this Agreement and the
7 Supplemental Provider Service Guide, incorporated herein:
8

9 7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;

10 7.5.2 Americans with Disabilities Act (ADA) of 1990;

11 7.5.3 Title VI of the Civil Rights Act of 1964;

12 7.5.4 Age Discrimination Act of 1975;

13 7.5.5 All local, State and Federal professional and facility licensing and certification
14 requirements/standards that apply to services performed under the terms of this
15 Contract;

16 7.5.6 All applicable standards, orders, or requirements issued under Section 306 of the
17 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
18 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
19 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating
20 Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the EPA.

21 7.5.7 Any applicable mandatory standards and policies relating to energy efficiency, which
22 are contained in the State Energy Conservation Plan, issued in compliance with the
23 federal Energy Policy and Conservation Act;

24 7.5.8 Those specified in RCW Title 18 for professional licensing;

25 7.5.9 Reporting of abuse as required by RCW 26.44.030;

26 7.5.10 Industrial insurance coverage as required by RCW Title 51;

27 7.5.11 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;

28 7.5.12 WAC 245-341 and 388-865;

29 7.5.13 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
30 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
31 Instructions;

32 7.5.14 Any applicable federal and state laws that pertain to individual's rights. Provider
33 shall ensure its staff takes those rights into account when furnishing services to
34 individuals.

35 7.5.15 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
36 knowingly have a director, officer, partner, or person with a beneficial ownership of
37 more than five (5%) of Provider, BHA or subcontractor's equity, or an employee,
38 Provider, or consultant who is significant or material to the provision of services
39 under this Contract, who has been, or is affiliated with someone who has been,
40 debarred, suspended, or otherwise excluded by any federal agency.

41 7.5.16 Federal and State non-discrimination laws and regulations;

42 7.5.17 HIPAA (45 CFR parts 160-164);

43 7.5.18 Confidentiality of Substance Use Disorder (SUD) 42 CFR Subchapter A, Part 2;

44 7.5.19 Federal funds must not be used for any lobbying activities.

1
2 If Provider is in violation of a federal law or regulation and Federal Financial Participation is
3 recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North
4 Sound BH-ASO within 20 days of such recoupment.

5
6 Upon notification from DOC, North Sound BH-ASO shall notify Provider in writing of
7 changes/modifications in DOC contract requirements.

8
9 **7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE**

10 Provider shall comply with all North Sound BH-ASO Supplemental Provider Service Guide and
11 operational policies that pertain to the delivery of services under this Contract that are in
12 effect when the Contract is signed or come into effect during the term of the Contract. North
13 Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements
14 affecting this Contract immediately upon North Sound BH-ASO receiving knowledge of such
15 change.

16
17 **7.7 CONFIDENTIALITY OF PERSONAL INFORMATION**

18 Provider shall protect all Personal Information, records and data from unauthorized disclosure
19 in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for
20 individuals receiving SUD services, in accordance with 42 CFR Part 2 and WAC 246-341.
21 Provider shall have a process in place to ensure all components of its provider network and
22 system understand and comply with confidentiality requirements for publicly funded
23 behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information
24 concerning applicants and recipients may be disclosed for purposes directly connected with
25 the administration of this Contract and the State Medicaid Plan. Provider shall read and
26 comply with all HIPAA policies.

27
28 **7.8 CONTRACT PERFORMANCE/ENFORCEMENT**

29 North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including the
30 "cut through" right to enforce performance should Provider be unwilling or unable to enforce
31 action on the part of its subcontractor(s). In the event Provider dissolves or otherwise
32 discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to
33 enforce the terms and conditions of this Contract directly with subcontractors; provided North
34 Sound BH-ASO keeps Provider reasonably informed concerning such enforcement. Provider
35 shall include this clause in its contracts with its subcontractors. In the event of the dissolution
36 of Provider, North Sound BH-ASO's rights in indemnification shall survive.

37
38 **7.9 COOPERATION**

39 The parties to this Contract shall cooperate in good faith to effectuate the terms and
40 conditions of this Contract.
41

1 7.10 **DEBARMENT CERTIFICATION**

2 The Provider, by signature to this Contract, certifies Provider and any Owners are not
3 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
4 excluded by any Federal department or agency from participating in transactions (Debarred).

5
6 The Provider agrees to include the above requirement in any and all Subcontracts into which it
7 enters concerning the performance of services hereunder, and also agrees that it shall not
8 employ debarred individuals or Subcontract with any debarred providers, persons, or entities.

9
10 The Provider shall immediately notify North Sound BH-ASO if, during the term of this Contract,
11 the Provider becomes debarred. North Sound BH-ASO may immediately terminate this
12 Contract by providing Provider written notice in accord with Subsection 6.3 of this Contract if
13 the Provider becomes debarred during the term hereof.

14
15 7.11 **EXCLUDED PARTIES**

16 Provider is prohibited from paying with funds received under this Contract for goods and
17 services furnished, ordered, or prescribed by excluded individuals and entities SSA section
18 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

19
20 Provider shall monitor for excluded individuals and entities by:

21
22 7.11.1 Screening Provider and subcontractor's employees and individuals and entities with
23 an ownership or control interest for excluded individuals and entities prior to
24 entering into a contractual or other relationship where the individual or entity
25 would benefit directly or indirectly from funds received under this Contract.

26 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
27 individuals and entities with an ownership or control interest for excluded
28 individuals and entities that would benefit directly or indirectly from funds received
29 under this Contract.

30 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
31 entities with an ownership or control interest that would benefit from funds
32 received under this Contract for newly added excluded individuals and entities.

33
34 Report to North Sound BH-ASO:

35
36 7.11.4 Any excluded individuals and entities discovered in the screening within 10 business
37 days;

38 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
39 individuals and entities and the recovery of such payments;

40 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
41 subcontractor's employees and individuals with an ownership or control interest
42 discovered in the screening;

- 1 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership or
2 control interest convicted of any criminal or civil offense described in SSA section
3 1128 within 10 business days of Provider becoming aware of the conviction;
4 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective
5 date of termination to include full details of the reason for termination;
6 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or
7 control interest.

8
9 Provider must provide a list with details of ownership and control no later than 30 days from
10 the date of ratification and shall keep the list up-to-date thereafter.

11
12 Provider will not make any payments for goods or services that directly or indirectly benefit
13 any excluded individual or entity. Provider will immediately recover any payments for goods
14 and services that benefit excluded individuals and entities it discovers.

15
16 Provider will immediately terminate any employment, contractual and control relationships
17 with an excluded individual and entity it discovers.

18
19 Civil monetary penalties may be imposed against Provider if it employs or enters into a
20 contract with an excluded individual or entity to provide goods or services to enrollees (SSA
21 section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

22
23 An individual or entity is considered to have an ownership or control interest if they have
24 direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a
25 general manager, business manager, administrator, or director) who exercises operational or
26 managerial control or who directly or indirectly conducts day-to-day operations (SSA section
27 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

28
29 In addition, if North Sound BH-ASO notifies Provider that an individual or entity is excluded
30 from participation by an authorized authority, Provider shall terminate all beneficial,
31 employment, contractual and control relationships with the excluded individual or entity
32 immediately.

33
34 The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>.

35
36 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

37
38 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**
39 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

40 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services
41 under this Contract may be provided by Provider and subcontractors to individuals under the
42 Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,
43 RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such
44 individuals, or any other persons, occupy the position of intended third-party beneficiaries of

the obligations assumed by either party to this Contract. Such third parties shall have no right to enforce this Contract.

7.13 EXECUTION, AMENDMENT AND WAIVER

This Contract shall be binding on all parties only upon signature by authorized representatives of each party. This Contract or any provision may be amended during the contract period, if circumstances warrant, by a written amendment executed by all parties. Only North Sound BH-ASO's Program Administrator or designee has authority to waive any provision of this Contract on behalf of North Sound BH-ASO.

7.14 HEADINGS AND CAPTIONS

The headings and captions used in this Contract are for reference and convenience only and in no way define, limit, or decide the scope or intent of any provisions or sections of this Contract.

7.15 INDEMNIFICATION

Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information, including claims against North Sound BH-ASO for the negligent hiring, retention and/or supervision of Provider and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Provider and its subcontractors related to the performance of this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold Provider harmless (including all costs and attorney fees) from all claims for personal injury, property damage and disclosure of confidential information and from the imposition of governmental fines or penalties resulting from the acts or omissions of North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful misconduct of North Sound BH-ASO, Provider shall indemnify and hold North Sound BH-ASO harmless from any claims made by non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Contract.

7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO

The parties intend that an independent contractor relationship be created by this contract. Provider acknowledges that Provider, its employees, or subcontractors are not officers, employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's employees and subcontractors out as, nor claim status as, officers, employees, or agents of North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or subcontractors any rights, privileges, or benefits which would accrue to an employee of North Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider, Provider's employees and subcontractors unless specified in this Contract.

1
2 **7.17 INSURANCE**

3 North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all
4 exposure to tort liability, general liability, property damage liability and vehicle liability, if
5 applicable, as provided by RCW 43.19.

6 By the date of execution of this Contract and post 15 days renewal of said contract, the
7 Provider shall procure and maintain insurance for the duration of this Contract, Provider shall
8 carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury,
9 property damage, and contractual liability, with the following minimum limits: Each
10 Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of
11 premises, operations, independent contractors, personal injury, advertising injury, and liability
12 assumed under an insured contract. The costs of such insurance shall be paid by the Provider
13 or subcontractor. The Provider may furnish separate certificates of insurance and policy
14 endorsements for each subcontractor as evidence of compliance with the insurance
15 requirements of this Contract. The Provider is responsible for ensuring compliance with all of
16 the insurance requirements stated herein. Failure by the Provider, its agents, employees,
17 officers, subcontractors, providers, and/or provider subcontractors to comply with the
18 insurance requirements stated herein shall constitute a material breach of this Contract. All
19 non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).

20 **7.18 INTEGRATION**

21 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
22 parties. No other understandings, oral or otherwise, regarding the subject matter of this
23 Contract shall be deemed to exist or to bind any of the parties hereto.

24 **7.19 MAINTENANCE OF RECORDS**

25 Provider shall prepare, maintain and retain accurate records, including appropriate medical
26 records and administrative and financial records, related to this Agreement and to Services
27 provided hereunder in accordance with industry standards, applicable federal and state
28 statutes and regulations, and state and federal sponsored health program requirements. Such
29 records shall be maintained for the maximum period required by federal or state law. North
30 Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound
31 BH-ASO to perform its obligations hereunder, to comply with federal and state laws and
32 regulations, and to ensure compliance with applicable accreditation and DOC requirements.

33
34 Provider shall completely and accurately report data to North Sound BH-ASO and shall certify
35 the accuracy and completeness of all data submitted. Provider shall ensure that it and all of
36 its subcontractors that are required to report data, have the capacity to submit all data
37 necessary to enable the North Sound BH-ASO to meet the reporting requirements required by
38 DOC, or other requirements DOC may develop and impose on North Sound BH-ASO or
39 Provider.

40 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
41 sponsored health programs and associated contracts, Provider shall provide to North Sound

BH-ASO direct access and/or copies of all information, encounter data, statistical data, and treatment records pertaining to Members who receive Services hereunder, or in conjunction with claims reviews, quality improvement programs, grievances and appeals and peer reviews.

7.20 NOTICE OF AMENDMENT

Except when a longer period is requested by applicable law, North Sound BH-ASO may amend this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to North Sound BH-ASO a written notice of rejection of the amendment within that 30-day period, the amendment shall be deemed accepted by and shall be binding upon Provider.

7.21 NO WAIVER OF RIGHTS

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing signed by an authorized representative of the party and attached to the original Contract.

Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Contract.

7.22 ONGOING SERVICES

Provider and its subcontractors shall ensure in the event of labor disputes or job actions, including work slowdowns, such as "sick outs", or other activities within its service BHA network, uninterrupted services shall be available as required by the terms of this Contract.

7.23 OVERPAYMENTS

In the event Provider fails to comply with any of the terms and conditions of this Contract and results in an overpayment, North Sound BH-ASO may recover the amount due DOC, or other federal or state agency subject to dispute resolution as set forth in the contract. In the case of overpayment, Provider shall cooperate in the recoupment process and return to North Sound BH-ASO the amount due upon demand.

7.24 OWNERSHIP OF MATERIALS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of North Sound BH-ASO. The North Sound BH-ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider that are not modified for use in the performance of this Contract.

7.25 PERFORMANCE

Provider shall furnish the necessary personnel, materials/behavioral health services and otherwise do all things for, or incidental to, the performance of the work set forth here and as attached. Unless specifically stated, Provider is responsible for performing or ensuring all fiscal and program responsibilities required in this contract. No subcontract will terminate the legal responsibility of Provider to perform the terms of this Contract.

7.26 RESOLUTION OF DISPUTES

Each Party shall cooperate in good faith and deal fairly in its performance hereunder to accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and confer to resolve any problems that arise. If a dispute is not resolved, the Parties will participate in and equally share the expense of a mediation conducted by a neutral third-party professional prior to initiating litigation or arbitration. If the dispute is not resolved through mediation, the parties agree to litigate their dispute in Skagit County Superior Court. The prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses incurred. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

7.27 SEVERABILITY AND CONFORMITY

The provisions of this Contract are severable. If any provision of this Contract, including any provision of any document incorporated by reference is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

7.28 SINGLE AUDIT ACT

If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB Uniform Guidance Subpart F, Provider and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names, award numbers, and award years (if awards are for research and development), as well as, names of the Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements into all contracts between Provider and its subcontractors who are sub recipients. Provider and its subcontractors shall comply with any future amendments to OMB Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall

procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's Program Administrator the data collection form and reporting package specified in OMB Uniform Guidance Subpart F, reports required by the program-specific audit guide, if applicable and a copy of any management letters issued by the auditor.

For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart F, Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part of the rule unless a State requires the fund to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

7.29 SUBCONTRACTS

Provider may subcontract services to be provided under this Contract subject to the following requirements.

- 7.29.1 The Provider shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of North Sound BH-ASO. Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.
- 7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.
- 7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts with any person or BHA excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per this Contract's General Terms and Conditions.
- 7.29.4 Provider shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.
- 7.29.5 Provider shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.
- 7.29.6 Subcontracts for the provision of behavioral health services must require subcontractors to provide individuals access to translated information and interpreter services.
- 7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources are identified and pursued.
- 7.29.8 Provider shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor for conformance with any applicable statement of work in this Contract on an ongoing basis including written reviews.
- 7.29.9 Provider will monitor performance of the subcontractors on an annual basis and notify North Sound BH-ASO of any identified deficiencies or areas for improvement requiring corrective action by Provider.
- 7.29.10 The Provider agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

Those written subcontracts shall:

- 7.29.11 Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Contract;
- 7.29.12 Require subcontractors to notify Provider in the event of a change in status of any required license or certification;
- 7.29.13 Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract;
- 7.29.14 Require the subcontractor to correct any areas of deficiencies in the subcontractor’s performance that are identified by Provider, North Sound BH-ASO/DOC;
- 7.29.15 Require best efforts to provide written or oral notification within 15 business days of termination of a Primary Care Provider (PCP) to individuals currently open for services who had received a service from the affected PCP in the previous 60 days. Notification must be verifiable in the individual’s medical record at the subcontractor.

7.30 **SURVIVABILITY**

The terms and conditions contained in this Contract by their sense and context are intended to survive the expiration of this Contract and shall so survive. Surviving terms include but are not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and Enforcement, Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and Contract Administration Warranties and Survivability.

7.31 **TREATMENT OF INDIVIDUAL’S PROPERTY**

Unless otherwise provided in this Contract, Provider shall ensure any adult individual receiving services from Provider under this Contract has unrestricted access to the individual’s personal property. Provider shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. Provider shall provide individuals under age 18 with reasonable access to their personal property that is appropriate to the individual’s age, development and needs. Upon termination of this Contract, Provider shall immediately release to the individual and/or guardian or custodian all the individual’s personal property.

- 1 7.32 **WARRANTIES**
2 The parties’ obligations are warranted and represented by each to be individually binding for
3 the benefit of the other party. Provider warrants and represents it is able to perform its
4 obligations set forth in this Contract and such obligations are binding upon Provider and other
5 subcontractors for the benefit of North Sound BH-ASO.
- 6 7.33 **CONTRACT CERTIFICATION**
7 By signing this Contract, the Provider certifies that in addition to agreeing to the terms and
8 conditions provided herein, the Provider certifies that it has read and understands the
9 contracting requirements and agrees to comply with all of the contract terms and conditions
10 detailed on this contract and exhibits incorporated herein by reference.
11

1 The Program Administrator for North Sound BH-ASO, LLC is:

2
3 Margaret Rojas, Assistant Director
4 North Sound BH-ASO
5 2021 E. College Way, Suite 101
6 Mount Vernon, WA 98273-5462
7 fiscal@nsbhaso.org

8 The Program Administrator for LWC is:

9
10 Jennifer Billings, CEO
11 Lake Whatcom Residential and Treatment Center
12 609 Northshore Drive
13 Bellingham, WA 98226
14

15 Changes shall be provided to the other party in writing within 10 business days.
16
17

18 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:
19

20
21 **NORTH SOUND BH-ASO**

**LAKE WHATCOM RESIDENTIAL AND TREATMENT
CENTER (LWC)**

22
23
24
25
26 _____
27 Margaret Rojas Date
Assistant Director

Jennifer Billings Date
CEO

North Sound Behavioral Health Administrative Services
DOC - CBRA
Cost Reimbursement Budget
Lake Whatcom Residential and Treatment Center
 July 1, 2023 to June 30, 2024

Revenues

		Total
DOC Rental Assistance	136,321	136,321
DOC Program Operations	41,945	41,945
DOC Administration	31,458	31,458
Governor's Housing Initiative	25,000	25,000
Total	<u>\$ 234,724</u>	<u>\$ 234,724</u>

Expenses

Rental Assistance	136,321	136,321
Operating Expense	41,945	41,945
Administration	31,458	31,458
Rental Voucher and Bridge Program	25,000	25,000
Total	<u>\$ 234,724</u>	<u>\$ 234,724</u>



Guidelines

FOR THE

Community Behavioral Health Rental Assistance Program (CBRA)

July 1, 2023 – June 30, 2024

Version 1.0

July 2023

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1 Grant Basics

1.1 Overview

The Community Behavioral Health Rental Assistance program (CBRA) provides long-term or bridge rental subsidies for high-risk individuals with behavioral health conditions and their households. When partnered with programs offering supportive housing services such as Washington's Foundational Community Supports (FCS) program, Aging and Long-Term Supports (ALTS) programs, Housing and Recovery through Peer Services (HARPS) programs, or others, highly-vulnerable persons with complex behavioral health needs have opportunities to live independently in the communities of their choice.

1.2 Fund Source

CBRA is funded by State General Funds as allocated by the Legislature.

2 Administrative Requirements

2.1 Grant Management

2.1.1 Changes to Guidelines

The Department of Commerce, (Commerce), may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees, if any, in a timely manner.

2.1.2 Commerce Monitoring

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

2.1.3 Discharge Planning Facilitation

Lead grantees are responsible to facilitate partnerships between discharge planners at state psychiatric hospitals and community-based psychiatric inpatient institutions and sub grantees to ensure priority populations are being served. Lead grantees should also facilitate partnerships between discharge planning staff at other behavioral health institutions to support referrals for those that are not part of the priority population but meet eligibility criteria.

2.1.4 Subgrantee Management Requirements

Upon Commerce approval, lead grantees may enter into an agreement with any other nonprofit or governmental housing assistance organizations who operate programs to end homelessness within a defined service area. The CBRA Grant General Terms & Conditions Section 32 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead Grantee Responsibilities are as follows:

- ✓ Lead grantees must maintain written procedures related to subcontracting as well as copies of all subcontracts and records related to subcontracts.
- ✓ Lead grantees must ensure that subcontracts bind subcontractors to follow all applicable terms of the original grant with Commerce and must include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
- ✓ Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.
- ✓ Lead grantees must notify Commerce of any changes in selection of subgrantees funded with CBRA, or changes in the interventions of those subgrantees.

2.1.4.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CBRA guidelines. The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities, and monitoring frequency.

The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CBRA funds to the subgrantee. The risk assessment must inform the

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

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

2.1.5 Leads Providing Exceptions to Guidelines

CBRA leads may provide exceptions to certain aspects of the CBRA program guidelines as approved by Commerce. Leads must receive written approval from their Commerce Program Manager to approve a specific type of exception request. All exception requests must be processed according to procedures provided by Commerce and any applicable back-up documentation must be kept on file to support the decisions made.

2.2 Performance Measurement

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy programs. For more details, see [Appendix D: Performance Requirements](#).

Commerce has identified the following as the most critical performance measures for Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds
- ✓ Increasing retention in the PHS program or exits to permanent housing

2.3 Reporting Requirements

Upon request, grantees must submit accurate and complete information for the Annual County Expenditure Report to the Consolidated Homeless Grant Lead Contractor in the communities in which they serve.

Upon request, grantees will respond to requests for information by Commerce to facilitate legislative reporting and strategic distribution of funding.

2.4 Fiscal Administration

2.4.1 Budget Caps

Administration - up to 15% of total contracted budget may be used for administration. See [Section 4](#) for details on allowable expenses for Administration and Program Operations.

2.4.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the billing period. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action resulting in withholding of payment or reduction in contracted amount. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) via Secure Access Washington (SAW). Contact your Commerce representative for access to the online invoicing system.

2.4.2.1 Reimbursement Back-up Documentation

Requests for reimbursement must be accompanied by the [CBRA Monthly Voucher Detail Report](#) attached to the online invoice. Source documentation such as cancelled checks, purchase orders, or time

sheets are not required.

Commerce may require a lead grantee to submit additional documentation as needed to approve reimbursement. Lead grantees must retain original invoices submitted by their subgrantees.

2.4.3 Budget Revisions

Budget revisions that move more than 10 percent of the grant total require a budget amendment. The Administration budget cap must be maintained with each revision.

2.4.4 Ineligible Use of Funds

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

3 Program Eligibility and Priority Populations

3.1 Priority Population

Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge or who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.

Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.

Upon approval from Commerce, CBRA grantees may set additional local prioritization criteria, based on community need, if the priority population above has been exhausted. Grantees using local prioritization criteria must produce and maintain a prioritization policy that includes a detailed explanation of all priority populations, criteria used to determine an individual is part of priority population, and how they will be prioritized.

3.2 Household Eligibility

3.2.1 Eligibility Criteria:

A household is one or more individuals seeking to obtain or maintain housing together as a unit. A household does not include friends or family that are providing temporary housing. Participants, in consultation with the CBRA provider, should decide who is included in the household and who is not. Documentation in the client file should match the determination of household.

Eligible households must meet the income criteria for CBRA (Criteria One). At least one adult member of the household must also meet all three of the additional criteria below (Criteria Two through Four).

Criteria One		
Household Income is at or below 50% of area median income as defined by HUD. (See Section 3.2.2.4 Documentation of Household Income Eligibility)		
AND		
Criteria Two		Criteria Three
Have a documented Behavioral Health Condition ¹	AND	Eligible for a long-term support services program (see Appendix C)*
		AND
		Criteria Four
		Have a documented need for long-term housing subsidy with no other suitable ² resource that can meet the long-term subsidy need.

*Please note, individuals that would otherwise be eligible for a long-term support service program but are not due to citizenship status meet the criteria for Criteria Three.

^[1] A Behavioral Health Condition is a mental health condition or substance use disorder that impairs an individual's capacity to address normal activities of daily living, and is expected to be of long duration.

^[2] A suitable resource is one that meets the housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

3.2.2 Documentation of Eligibility

Grantees must document eligibility for the household. The [CBRA Verification of Household Eligibility Form](#) and all applicable documentation (see below) is to be kept in the client file and dated within 45 days of program entry.

For a list of all required client file information and documentation see [Appendix B: Client File Information and Documentation](#).

3.2.2.1 Documentation of a Behavioral Health Condition

Grantees must verify and document a behavioral health condition for at least one adult member of the household prior to program entry.

Behavioral health conditions are mental health conditions or substance use disorders that impair an individual's capacity to address normal activities of daily living, and are expected to be of long duration.

Acceptable documentation includes one of the following:

- ✓ Written verification from a medical or behavioral health professional or social worker.
- ✓ Written verification from the Social Security Administration, the Department of Social and Health Services, the Veterans Administration, or other state or federal departments that determine the presence of a behavioral health disability for program or services eligibility.
- ✓ Written verification from HARPS, the Foundational Community Supports Program, or other long-term supportive services programs that have previously determined the presence of a behavioral health disability for program or service eligibility.
- ✓ Written self-attestation from the individual or statement from immediate family member. This method is to be used only if no other documentation method is available. Case manager must indicate why no other documentation is available.
- ✓ Other documentation as approved by Commerce.

3.2.2.2 Documentation of Eligibility for Long-Term Supportive Services

Grantees must document eligibility for at least one long-term supportive services program that meets the criteria listed in [Appendix C for a description of Eligible Long-term supports programs](#) prior to program entry. In situations where the eligible participant would be eligible for long-term supportive services except for citizenship status, this should be documented in the client file.

Acceptable documentation includes one of the following:

- ✓ Written verification of eligibility from an approved long-term supports program.
- ✓ Written verification from a case manager that certifies that they confirmed eligibility for a long-term supportive services program.
- ✓ Written verification of ineligibility based solely on citizenship status from an approved long-term supports program provider.
- ✓ Written verification of ineligibility based on client's choice to not currently engage with offered services.

3.2.2.3 Documentation of Long-term Subsidy Need

Grantees must provide documentation that certifies that a housing planning conversation was completed with the participant in which the case manager or program staff determined that there is

a need for long-term housing subsidy with no other suitable resource that can meet the long-term subsidy need. The [CBRA Certification of Long-Term Housing Support Need](#) form can be used to collect a statement from a qualified party (see below). Any type of written statement signed and dated within 45 days of program enrollment by the qualified party can be used as documentation.

Acceptable documentation includes one of the following:

- ✓ Statement from a Case Manager or CBRA provider staff verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.
- ✓ Statement from a medical or behavioral health professional or social worker verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.
- ✓ Statement from a discharge professional verifying that a housing planning conversation was completed and that there is a need for long-term housing support without another suitable resource to meet the need.

*A suitable resource is one that meets the housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

3.2.2.4 Documentation of Household Income Eligibility

CBRA providers must verify and document income eligibility at program enrollment. [CBRA Income Eligibility Worksheet](#) (or equivalent) and all allowable income documentation ([See Appendix G](#)) must be kept in the client file.

See section 3.2.3 below for more information about how to calculate combined household income.

3.2.3 Determination of Income Eligibility

For a household to be eligible for the CBRA program the combined household income must not exceed 50% of area median gross income as defined by HUD.

Area Median Income (AMI) Limits can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program enrollment. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section [5.609 Annual Income](#).

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included.

3.2.3.1 Annualizing Wages and Periodic Payments

Use the [CBRA Income Eligibility Worksheet](#) (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period

that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending on the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

3.3 Eligibility Recertification

Eligibility criteria must be reviewed annually for households enrolled in CBRA to determine whether the household remains eligible for the program.

3.3.1 Documentation of Recertification of Eligibility

Grantees must provide the [CBRA Eligibility Recertification checklist](#) form with the final determination of eligibility and documentation to support the determination in the client file. Documentation must be dated within 45 days of recertification date.

3.3.1.1 Documentation of Lack of Change in Behavioral Health Condition Status

If a household's Behavioral health condition continues to impair capacity to address normal activities of daily living, and is expected to be of long duration, this should be indicated on the [CBRA Eligibility Recertification checklist](#) and no additional documentation is needed. In the case that behavioral health condition status has changed, the grantee should provide documentation that led them to determine this change in status. See [3.2.2.1 Documentation of a Behavioral Health Condition](#) for appropriate documentation standards.

3.3.1.2 Documentation of Long-Term Supportive Service Need and Availability

At recertification, grantees must reassess the need and availability of supportive services for participants. Documentation that shows that program staff discussed supportive service needs, availability, and eligibility with the participant and an outline that documents the steps that will be taken to pair the participant with appropriate services must be kept in the client file.

Acceptable documentation includes one of the following:

- ✓ Statement from a Case Manager or CBRA provider staff verifying that reassessment of need for services was completed along with an outline of any steps that will be taken to pair the participant with appropriate services.
- ✓ Statement from a long-term supportive services case manager or staff person verifying that reassessment of need for services was completed along with an outline of any steps that will be taken to pair the participant with appropriate services.

3.3.1.3 Documentation of Continued Long-term Subsidy Need

At recertification, grantees must provide documentation certifying that a housing planning conversation was completed within the last 45 days and that the participant's need for long-term housing support continues. See section [3.2.1.3 Documentation of Long-term Support Need and Lack of Resources and Supports](#) for appropriate documentation standards.

3.3.1.4 Documentation of Income Eligibility at Recertification

Lead/subgrantee must verify and document income eligibility at recertification.

[CBRA Income Eligibility Worksheet](#) (or equivalent) and all allowable income documentation ([See Appendix G](#)) must be kept in the client file. See section 3.2.3 for more information about how to calculate combined household income.

3.3.2 Ineligible at Recertification

If a household is determined ineligible at recertification, grantees have the option of providing up to six additional months of rental subsidy to support the household to transition to self-sufficiency. The decision to provide additional rental subsidy of up to 6 months must be noted in the client file.

4 Eligible Activities and Costs

The primary activity of this program is payment of a Permanent Housing rent subsidy to a landlord on behalf of an eligible household. A comprehensive guide of eligible activities and costs to support the primary activity is found below.

4.1 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program. Up to 15 percent of total contracted budget may be used for administration.

Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program, they are considered administrative. Administrative costs may include, but are not limited to, the following:

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

All amounts billed to administration must be supported by actual costs, or portions of actual costs. These costs must be charged to grant cost centers by one of the following three methods:

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

4.2 Operations

Operations expenses are directly attributable to a particular program and include:

- ✓ Salaries and benefits for staff costs directly attributable to the program, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, equipment (up to \$1,500 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel and per diem.
- ✓ Data collection and entry.
- ✓ Housing search and placement.
- ✓ Eligibility determination and recertification activities.

4.3 Housing Costs

Eligible housing costs must be paid directly to a third party on behalf of the household. Rent payments may not be made directly to the eligible household. Please note, Commerce expects that, when other

short-term subsidies are available for emergency housing, securing housing costs, and move-in costs, that these subsidies are used before CBRA funds.

4.3.1 Emergency Housing

Funds may be used to provide emergency housing for no more than 90 days when no suitable* shelter bed is available and program staff support the grantee with permanent housing search. **

Emergency Housing Includes:

- ✓ Hotel/Motel Stays
- ✓ Transitional Housing that does not require the participant to maintain a lease for a specific period of time.
- ✓ Recovery residences
- ✓ Other, as approved by Commerce.

* A suitable shelter bed is one that meets the emergency housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

**Please note, short-term rental agreements and walk-through inspections are encouraged for hotel/motel stays if owners wish to access landlord reimbursement programs like the Landlord Mitigation Program.

4.3.2 Securing Housing

- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, and other related costs for securing permanent housing.
- ✓ Rental arrears and associated late fees for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing.
- ✓ Past evictions and associated fees that prevent the participant from obtaining housing may be paid in an amount up to \$3000.
- ✓ Up to three months of utility arrears and associated fees may be paid on behalf of the tenant if this enables the household to obtain or maintain permanent housing.

4.3.3 Move-In Costs

- ✓ Security deposits for households moving into new units.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Incentives paid to landlords
- ✓ First and Last Months' Rent

4.3.4 Rent and Associated Costs

- ✓ Monthly rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment.
- ✓ Master-lease: security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases it to CBRA-eligible households. Tenants must have a sublease with the master lease holder.
- ✓ Utilities which are included in rent.
- ✓ Renter's insurance
- ✓ Costs of parking spaces when connected to a unit.

4.3.5 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Other costs as approved by Commerce.

4.3.6 Special Circumstances

- ✓ Funds may be used to pay for storage of personal belongings if there are no other suitable storage options available while a permanent housing search is conducted.
- ✓ Temporary absence: if a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), grantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. Any temporary absence must be documented in the client file. Extensions to the 60 day limit must be approved by Commerce.

4.4 Ineligible Expenses

- ☒ Cable television deposits or services.
- ☒ Mortgage assistance and utility assistance for homeowners.
- ☒ Security and janitorial (salaries and benefits associated with providing security, janitorial services).
- ☒ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ☒ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- ☒ On-site and off-site management costs related to the building.
- ☒ Facility-specific insurance and accounting.
- ☒ Replacement or operating reserves.
- ☒ Debt service.
- ☒ Construction or rehabilitation of facilities.
- ☒ Mortgage payment for a facility.

5 Requirements for Providing Permanent Housing Subsidy (PHS)

Permanent Housing Subsidy (PHS) is a rental subsidy with no time limit for households with behavioral health conditions in need of long-term housing assistance. PHS includes the availability of support services and may be provided as a scattered-site or master-leased model.

PHS has the following characteristics:

- ✓ **Permanent Housing**- A lease or rental agreement between the landlord and tenant is required (see [5.3.2 Lease or Rental Agreement](#) for conditions of lease and rental agreements) and eligible households may stay in their housing indefinitely as long as they meet the basic obligations of tenancy as called out in the lease or rental agreement.
- ✓ **Permanent or Long-Term Eligibility**- Services and the housing subsidy are available permanently as long as the household remains eligible. If a household loses eligibility for a long-term supports program, they can retain their eligibility for PHS as long as they meet basic criteria (see [3.3 Determination of Income Eligibility at Recertification](#)).
- ✓ **Voluntary Support Services**- Support services are available to clients but participation is voluntary.

5.1 Referrals and Use of Coordinated Entry

Referrals for the CBRA program may come from a variety of sources. To support effective referrals for the priority population, grantees and program staff must actively create and maintain relationships and regularly coordinate with discharge planners at state psychiatric hospitals and community-based inpatient psychiatric treatment facilities to ensure priority populations are served.

To maintain referrals for individuals that may not fall into the priority population but are still eligible for the CBRA program, relationships should also be cultivated and maintained with community-based substance use and other treatment institutions, correctional institutions, the local coordinated entry system, and other providers that work with these populations.

The CBRA program is not required to participate in the local coordinated entry process but is encouraged to partner with their local coordinated entry organization for referrals and collaboration.

Grantees or their subgrantees must maintain policies and procedures around how referrals will be cultivated, accepted, and prioritized within their community. MOUs or other written documentation of referral partnerships are encouraged but not required.

For CBRA program prioritization requirements, see section [3.1 Priority Population](#)

5.2 Service Delivery

Commerce promotes evidence-based program delivery models that align with best practices for providing permanent supportive housing and permanent housing subsidy. The following requirements apply to grantees and subgrantees that deliver PHS.

5.2.1 Permanent Supportive Housing Core Elements

Grantees should adhere to the core elements of Permanent Supportive Housing, as applicable, when administering Permanent Housing Subsidy. For more information, visit the [Substance Abuse and Mental Health Services Administration \(SAMHSA\) Permanent Supportive Housing Evidence-Based Practices Kit](#).

5.2.2 Housing First

Programs must be operated in accordance with Housing First principles. For detail on Housing First, see the [National Alliance to End Homelessness's webpage](#) on the topic.

5.2.3 Voluntary Services

Grantees must not terminate or deny services to households based on a household's refusal to participate in supportive services. Supportive services are intensive services aimed at helping a person obtain and maintain housing. Supportive Housing providers work in partnership with various community entities to provide wrap around support, such as mental health services, alcohol and substance abuse services, long term care services, life skills or independent living skills services and vocational services. These services are not billable to CBRA, but are allowable expenses under the FCS program or other supportive services programs.

5.3 Ongoing Program and Staff Development

Commerce highly encourages grantees/subgrantees to participate in ongoing program and staff development opportunities to improve person-centered, culturally competent practices designed to improve the experiences of those facing the greatest impacts of housing instability and homelessness. The following trainings/opportunities are recommended:

- ✓ Crisis intervention
- ✓ Racial Equity
- ✓ Cultural competency
- ✓ LGBTQ+ competency
- ✓ Introduction to person-centered care
- ✓ Trauma Informed Care
- ✓ Mental health First Aid
- ✓ Training on the SAMHSA Model of Permanent supportive housing
- ✓ Motivational Interviewing
- ✓ Supporting survivors of intimate partner violence and child abuse
- ✓ Supporting special needs populations with co-occurring behavioral health conditions (including IDD, cognitive impairments, and TBIs)
- ✓ Fair Housing
- ✓ Housing First
- ✓ Progressive Engagement and Problem-Solving (Diversion)
- ✓ Professional boundaries
- ✓ Trainings on handling secondary or vicarious trauma and professional burnout
- ✓ Program evaluation and fidelity training

In addition, lead/subgrantee staff are highly encouraged to attend the annual Washington State Conference on Ending Homelessness and other professional conferences on behavioral health and housing.

5.3.1 Emergency Housing

Emergency housing is a short-term housing situation (90 days or less) that offers immediate shelter when no suitable shelter bed is available. These emergency housing situations are typically in hotels, motels, transitional housing projects, or recovery residences but other situations may be approved on a case-by-case basis. Housing search support must be provided by the grantee while a participant

is placed in an emergency housing situation.

Emergency housing situations do not require a lease, habitability, or lead-based paint inspections. Participants are not required to pay rent while in emergency housing situations. HMIS data entry is required for participants served in emergency housing.

* A suitable shelter bed is one that meets the emergency housing needs of the participant, is rooted in participant choice, and does not cause undue hardship to the participant.

5.3.2 Lease or Rental Agreements

A lease or rental agreement between the eligible household and the landlord must be executed at the time of payment of rental assistance. Leases or rental agreements must contain standard lease provisions as shown in [5.3.2.1 Lease or Rental Agreement](#).

The lease or rental agreement and any subsequent leases or rental agreements must be kept in the client file.

5.3.2.1 Lease or Rental Agreement Requirements

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

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

5.3.3 Master Leasing

Grantees can utilize master leasing when providing PHS for a participant. Master leasing is when an organization secures a lease directly with a landlord and then sub-leases the unit to a CBRA eligible household. The master-lease holder must have a sub-lease with the CBRA eligible household to provide the subsidy.

5.3.4 Determining Allowable Rent Amounts

Grantees determine the amount of rent that can be charged for a unit based on the rent limit or rent reasonableness.

5.3.4.1 Rent Limit

The rent limit is the maximum rent that can be paid for a unit of a given size which must not exceed 150 percent of [HUD's Fair Market Rent](#) (FMR). Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by [the local Housing Authority](#).

Payment of rents in excess of 150 percent of FMR requires prior approval by Commerce.

5.3.4.2 Rent Reasonableness

Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable, non-luxury units in the private unassisted market.

Rent reasonableness is performed by one of the following

- ✓ Performing a rental market analysis/study in the rental market where the rental is located in. The market analysis/study must be performed, at a minimum, annually and no more than quarterly.
- ✓ Reviewing comparable units advertised for rent as detailed below

When determining rent reasonableness, grantees must consider the following characteristics of the units to ensure they are comparable: location, quality, size, type, amenities, housing services, maintenance, and utilities included in the rent. Though units may have different features, they should be relatively comparable in based on their characteristics and amenities.

For example, one rental may be slightly larger but does not include utilities in the rent. The slightly smaller rental with utilities included could be comparable in value and used to determine rent reasonableness.

Verification that the rent charged for this units do not exceed rents charged for other comparable units owned (for example, the landlord would document the rents paid in other units).

Grantees must document rent reasonableness using the [Rent Reasonableness Worksheet](#) and attach all applicable backup documentation.

For more information, see HUD's guide at: <https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>.

5.3.5 Determining Rent Subsidy

Consistent with [HUD housing affordability standards](#), each household is responsible for contributing no more than 30 percent of their income to the cost of their housing³. Documentation of subsidy amount and subsidy determination process must be included in the client file.

If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file.

Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be included in the client file.

5.3.6 Habitability

Grantees are responsible for documenting habitability for all housing units into which households will be moving, except where a household moves in with friends or family. Housing units must be documented as habitable prior to paying the rent subsidy and following a habitability complaint

³Cost of housing is equal to the tenant's share of the rent plus utilities including electricity, natural gas, propane (if needed for cooking or laundry), water, sewer, and garbage services the tenant must pay.

made by the tenant or a third party.

5.3.6.1 Allowable Methods for Unit Habitability Determination

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required. One of the following methods must be applied to each subsidized unit:

- ✓ The [CBRA Landlord Habitability Standards Certification Form](#) references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

OR

- ✓ Inspections: in lieu of (or in addition to) the above landlord certification, grantees may choose to inspect all or some housing units. Grantees may use the [Commerce Housing Habitability Standards \(HHS\)](#) form or the HUD [Housing Quality Standards \(HQS\) Inspection](#) form.

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

5.3.6.2 Habitability Recertification

Grantees must document recertification of habitability upon complaint of the habitability condition of the unit by the tenant or a third party. (See [5.3.6.1 Allowable Methods for Unit Habitability Determination](#)). Documentation of habitability recertification must be kept in the client file.

5.3.6.3 Habitability Complaint Procedure

Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility. Households must be informed at the time of move-in or, if they are already living in the unit, at the time of program enrollment.

Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act ([RCW 59.18](#)). Landlords must be informed prior to participant move-in, or, if they are already living in the unit, at the time of program enrollment.

Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.
- ✓ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the [Washington Landlord-Tenant Act \(RCW 59.18\)](#).

5.3.7 Lead Based Paint Assessment

The grantee must ensure that a lead-based paint visual assessment is completed prior to payment of a permanent housing subsidy if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

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

A visual assessment must be conducted upon request from the tenant. Visual assessments must be conducted by a [HUD-Certified Visual Assessor](#) and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

For a guide to compliance see [Appendix F: Lead-Based Paint Visual Assessment Requirements](#).

5.3.7.1 Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months –obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

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

5.3.8 Washington Residential Landlord-Tenant Act

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

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

5.4 HMIS

All eligible clients and their household members served under this program must be entered into HMIS, in accordance with data entry and quality guidelines as issued by the Department of Commerce (See the most recent [HUD HMIS Data Standards](#)).

All grantees and subgrantees entering data into the HMIS system must sign and comply with the terms of the [Agency Partner HMIS Agreement](#) found on the Commerce [HMIS webpage](#).

5.4.1 Data Quality

Data quality is reviewed quarterly and will be scored annually. Grantees and subgrantees are required to provide quality data to the best of their ability. For more information on data quality requirements and expectations, see [Appendix E: Data Quality](#).

5.4.2 Consent for Entry of Personally Identifying Information

Clients whose identifying data are entered into HMIS may only be done by written consent of the client.

5.4.2.1 Identified Records

- ✓ Personally identifying information (PII)⁴ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of [the Client Release of Information and Informed Consent Form](#) in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, note this on the consent form and then complete the consent form the first time the household is seen in person. See [Agency Partner HMIS Agreement](#).

5.4.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents.
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Households in programs which are required by funders to report HIV/AIDS status.

⁴ PII includes name, social security number, birthdate, address, phone number, email, and photo.

5.4.2.3 Special Circumstances

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

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

5.5 Additional Requirements

5.5.1 Grievance Procedure

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

This procedure must:

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

5.5.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy.

This policy must:

- ✓ Include the following reasons a household could be denied subsidies and/or terminated from program participation.

Denial Reasons:

- Does not meet CBRA eligibility requirements
- A lack of availability or funding needed to admit a new client onto the CBRA program.
Applicants will be notified of their option to be placed on the waitlist

Termination Reasons:

- A confirmed permanent or long-term absence from their unit
- Relocate to a service area agency does not provide CBRA subsidy
- Is no longer eligible at recertification*
- Requests that subsidies are terminated
- Harmful behaviors that jeopardize the safety of staff or others after all appropriate efforts have been made by staff to resolve the issues. Efforts must be documented and should be reviewed with the lead grantee prior to termination
- Evidence to fraud or attempts to fraud have been confirmed
- ✓ Describe the notification process.
- ✓ Ensure households are made aware of the grievance and termination procedure.
- ✓ Describe the rights of the participant to appeal grievance and termination decisions including contact information and timeframes appeals must be submitted.

* see section [3.3.2 Ineligible at Recertification](#) on 6 month additional subsidy

5.5.3 Records Maintenance and Destruction

Grantees must maintain records relating to this grant for a period of six years following the date of

final payment. See CBRA Grant General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

5.5.4 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.
- ✓ If a program serves households with children, the program must serve all family compositions.

5.5.5 Nondiscrimination

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

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

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

Local nondiscrimination laws may include additional protected classes.

6 Washington State Landlord Mitigation Law

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

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

7 Appendices

7.1 Appendix A: Required Policies and Procedures

Policies and Procedures
<ul style="list-style-type: none">✓ Subcontracting policies and procedures (section 2.1.4)✓ Referral policies and procedures (section 5.1)✓ Habitability Complaint Procedure (section 5.3.6.3)✓ Grievance Procedure (section 5.5.1)✓ Termination or Denial of Service Policy (section 5.5.2)✓ Prioritization Policy, if applicable (section 3.1)

7.2 Appendix B: Client File Information and Documentation

The following chart summarizes the information and documentation required in each client file. Other documentation may be required based on individual circumstances.

Forms marked with an asterisk (*) indicate a specific form required by CBRA to meet the documentation requirement. Required forms may be modified as long as all content is included.

Up-to-date versions of all required and recommended forms can be found on the Commerce Permanent Housing Subsidy [webpage](#).

Required Documentation	
✓	* CBRA Client File Checklist
✓	* HMIS Client Release of Information and Informed Consent Form signed by all adult household members (unless DV <u>OR</u> client refuses consent) (section 5.4.2)
✓	* CBRA Verification of Eligibility Checklist Form with applicable documentation attached (section 3.2.2)
✓	* CBRA Verification of Recertification with applicable documentation attached, <i>as needed</i> (section 3.3.1)
✓	CBRA Income Eligibility Worksheet , <i>as needed for recertification</i> (section 3.3.1)
✓	* Landlord Habitability Certification or * HHS or * HQS (section 5.3.6)
✓	Lead-based Paint Assessment, if applicable (section 5.3.7 , Appendix F)
✓	Executed Lease <u>or</u> Rental Agreement (section 5.3.2)
✓	Household Rent subsidy amount / Rent determination process (section 5.3.4)
Required Information	
✓	Dates and Circumstances of temporary absence to an institution (section 4.3.6)
Other Recommended Forms	
✓	CBRA Certification of Long-Term Housing Support Need (section 3.2.2.3)
✓	Rent Calculation Worksheet (Section 5.3.5)
✓	Rent Reasonableness Worksheet (Section 5.3.4.2)
✓	Move in/Move out condition report (section 6)

7.3 Appendix C: Eligible Long-Term Supports Programs

Long-term supportive services are voluntary, person-centered services that pair with CBRA subsidies to help individuals with behavioral health conditions live with maximum independence in community-integrated housing. Supportive services programs should make available the pre-tenancy and tenancy sustaining services listed below based on the need of the client. Programs that do so may be considered long-term supportive services programs that can provide documentation of eligibility in order to meet [Eligibility Criteria Three](#) for the CBRA program. Please note, the long-term supportive services provider can change during a household's participation in CBRA.

Pre-tenancy supports

- ✓ Conducting a functional needs assessment identifying the enrollee's preferences related to housing (e.g., type, location, living alone or with someone else, identifying a roommate, accommodations needed, or other important preferences) and needs for support to maintain community integration (including what type of setting works best for the enrollee), assistance in budgeting for housing/living expenses, assistance in connecting the individual with social services to assist with filling out applications and submitting appropriate documentation in order to obtain sources of income necessary for community living and establishing credit, and in understanding and meeting obligations of tenancy
- ✓ Assisting individuals to connect with social services to help with finding and applying for housing necessary to support the individual in meeting their medical care needs
- ✓ Developing an individualized community integration plan based on the functional needs assessment as part of the overall person-centered plan
- ✓ Identifying and establishing short and long-term measurable goal(s), how goals will be achieved, and how concerns will be addressed
- ✓ Person-centered planning meetings at redetermination and/or revision plan meetings, as needed
- ✓ Providing supports and interventions per the person-centered plan

Tenancy Sustaining Services

- ✓ Providing service-planning support and participating in person-centered plan meetings at redetermination and/or revision plan meetings as needed
- ✓ Coordinating and linking the recipient to services including primary care and health homes; substance use treatment providers; mental health providers; medical, vision, nutritional and dental providers; vocational, education, employment and volunteer supports; hospitals and emergency rooms; probation and parole; crisis services; end of life planning; and other support groups and natural supports
- ✓ Providing entitlement assistance including obtaining documentation, navigating and monitoring the application process, and coordinating with the entitlement agency
- ✓ Assisting with accessing supports to preserve the most independent living, such as individual and family counseling, support groups, and natural supports
- ✓ Providing supports to assist the individual in the development of independent living skills, such as skills coaching, financial counseling and anger management
- ✓ Providing supports to assist the individual in communicating with the landlord and/or property manager regarding the participant's disability (if authorized and appropriate), detailing accommodations needed, and addressing components of emergency procedures involving the landlord and/or property manager
- ✓ Coordinating with the tenant to review, update and modify his or her housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers
- ✓ Connecting the individual to training and resources that will assist the individual in being a good tenant and remaining in lease compliance, including ongoing support with activities related to household management

7.4 Appendix D: Performance Requirements

7.4.1 Overview

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy program. The current contract period will serve to gather baseline data to inform the development of performance improvement requirements.

The Department of Commerce (Commerce) has identified the following as the most critical performance measures for Office of Supportive Housing Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting state psychiatric hospitals and community psychiatric inpatient beds.
- ✓ Increase Percent Exits to or Retention of Permanent Housing

7.4.2 Prioritization Requirements

Grantees must prioritize those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds within the past 12 months.

7.4.2.1 Measurement

The Homeless Management Information System (HMIS) is the data source.

1. Client Universe:

Any head of household or adult who entered into either the CBRA-PH or CBRA-Other project during the report period.

2. Count Priority Status:

Of the client universe, count those with a prior living situation (HMIS element 3.917):

- Psychiatric hospital or other psychiatric facility

3. Calculation:

Divide the total from step 2 by the total from step 1 (client universe) to calculate the percent of people entered who are considered in priority status.

Example:

In Community A, **20** households entered into the CBRA PHS Project during the report period.

Of those, **15** entered with living situations from the list above or came from a priority situation.

$$\text{Prioritization Percentage } 75\% = \frac{15 \text{ entered from a psychiatric facility}}{20 \text{ people entered}}$$

7.4.3 Housing Outcomes

Grantees must improve housing outcomes by increasing exits to or retention of permanent housing.

Acceptable housing outcomes are:

- ✓ Remaining in the Permanent Housing Subsidy program

OR

- ✓ Exiting from the program to a permanent housing situation

7.4.3.1 Measurement

The Homeless Management Information System (HMIS) is the data source.
Data for the previous state fiscal year will serve as the baseline.

Step One: Client Universe

Select all people who were served in either the CBRA-PH or CBRA-Other project and all people who exited either the CBRA PH or CBRA Other project during the reporting period.

Remove from client universe any person active or exited that did not move into housing, as indicated by a null housing move-in date, or a housing move-in date which occurs after the report end date. Note: Housing move-in date is only collected for the head of household, which effectively makes this a measure of households rather than all people.

Of the remaining client universe, remove any person who exited with a destination:

- Foster care home or foster care group home,
- Hospital or other residential non-psychiatric medical facility,
- Long-term care facility or nursing home, or
- Deceased

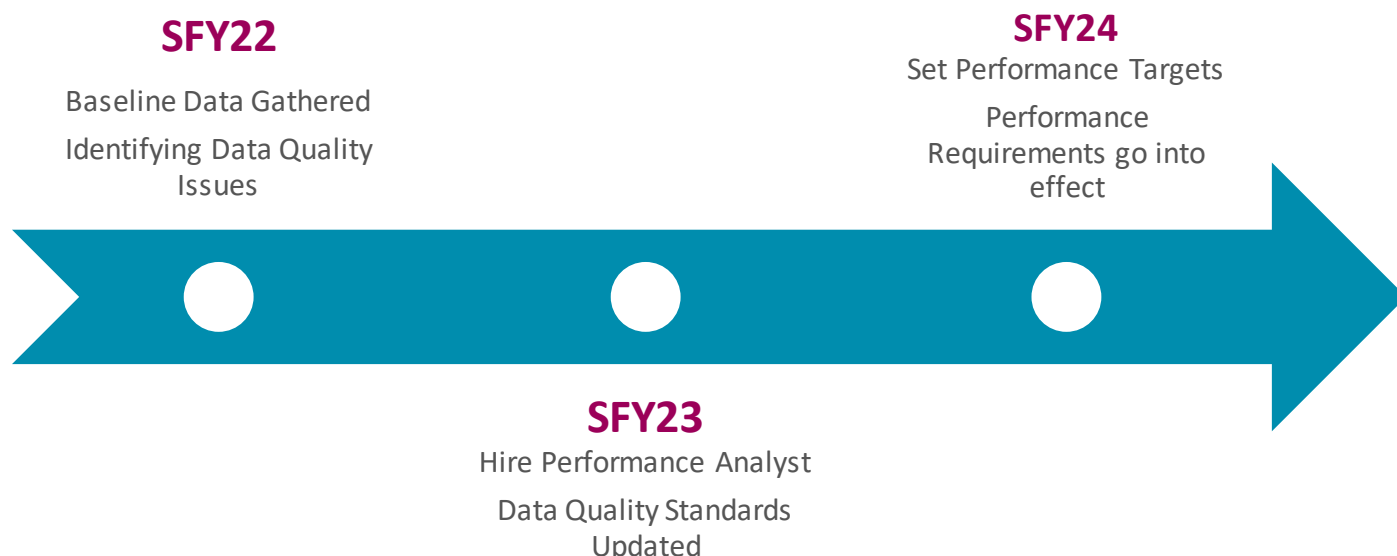
Step Two: Count Exits to or Retention of Permanent Housing

Of the client universe, count those who remained in PSH AND count those with destination categorized as permanent.

Step Three: Calculation

Divide the total from step two by the total from step one (client universe) to calculate the percent of people who exited to or retained permanent housing.

7.4.4 Instituting Performance Requirements: The Process



In **July 2020**, the CBRA guidelines were released to both CBRA and HARPS LTS grantees.

In **SFY21** Commerce worked with grantees to provide HMIS set-up, technical assistance and training.

In **SFY22**, Commerce worked with grantees to identify any data quality issues and to gather baseline data for setting future performance targets. Grantees focused on data quality and aligning the project with performance requirements.

In **SFY23**, Commerce will hire a performance analyst to help prepare CBRA grantees to set performance targets. Commerce will also incorporate the final Data Quality Standards for Washington State Data Collection into the guidelines and provide technical assistance for improved data quality.

In **SFY24** Performance targets will be set and the performance requirements set in Appendix E: Performance Requirements will go into effect. Grantees should be comfortable reviewing performance data on a regular basis and identifying barriers to successfully reaching performance targets.

7.5 Appendix E: Data Quality

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

7.5.1 Completeness

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

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

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

Examples of incomplete entries:

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

Expected completeness measures for project types:

Expected Completeness Measures	
Data Element	All other Housing Project Types
Name*	95%
Date of Birth*	95%
Race*	95%
Ethnicity*	95%
Prior Living Situation	100%
Destination	95%
Domestic Violence	95%
Fleeing Domestic Violence	95%

*Only measured for consenting clients.

7.5.2 Timeliness

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

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

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

7.5.3 Accuracy

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

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

Examples of data accuracy:

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

Specifics	<p>not multi-person households.</p> <p>Ensure that projects only serving families with children only enroll families with children.</p> <p>Ensure that projects only serving clients of a specific age range only enroll clients of that age range.</p>
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7.5.4 Consistency

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

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

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

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

7.6 Appendix F: Lead-Based Paint Visual Assessment Requirements

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

Disclosure Requirements

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

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

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

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

Determining the Age of the Unit

Grantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for your county name with one of the following phrases:

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

Conducting a Visual Assessment

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

AND

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

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

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

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

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

Locating a Certified Lead Professional and Further Training

To locate a certified lead professional in your area:

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

Information on lead-based programs in Washington State can be found at <http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/>.

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

The Lead Safe Housing Rule as well as a HUD training module can be accessed at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr

8 Appendix G: Acceptable Documentation for Income Certification

Grantees must attempt to document income using the preferred documentation method. However, for some types of income, a written or verbal statement from a third party or self-attestation are allowable as long as all attempts to collect the preferred documentation have been exhausted. Please note the following guidance when using one of these methods.

Written Statement: Types of income for which written verification is allowable are indicated in the table below with an ☐ in the box marked “Written Verification.” A written statement must be from a third party responsible for documenting this type of income information (example: wages and salaries could be documented by a written statement from an employer). The statement should also include the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).
- ✓ Signature of individual writing the statement.

Verbal Statement: Types of income for which verbal verification is allowable are indicated in the table below with an ☐ in the box marked “Verbal Verification.” A verbal statement must be collected from a third party responsible for documenting this type of income information (example: TANF/Public assistance could be collected via verbal statement from DSHS). A verbal statement must be documented by a written attestation from a case manager or staff person responsible for collecting the statement. The staff person should record the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).
- ✓ Signature of individual writing the statement

Self-Attestation: Types of income for which self-attestation is allowable are indicated in the table below with an ☐ in the box named “Self-Attestation.” Self-attestation should be used only when all other attempts at collecting other forms of documentation have been exhausted. Self-attestation is documented as a signed and dated written statement by the client that includes:

- ✓ Sources of income
- ✓ Income amount
- ✓ Frequency of income

A case manager or staff person must also provide a written statement documenting attempts to obtain other forms of verification and justification for using the self-attestation method.

Type of Income	Preferred Documentation	If preferred documentation is not available, the following are acceptable forms of documentation:		
		Written Verification	Verbal Verification	Self-Attestation
No Income		X	X	X
Wages and Salary Income	Copy of most recent paystub(s).	X	X	X
Self-Employment and Business Income	Copy of most recent federal and state tax return, profit and loss report from applicant's accounting system, or bank statement.	X	X	X
Interest and Dividend Income	Copy of most recent interest or dividend income statement OR most recent federal and state tax return.	X	X	X
Pension/Retirement Income	Copy of most recent payment statement, benefit notice from Social Security, pension provider or other source.	X	X	X
Unemployment and Disability Income	Copy of most recent payment statement or benefit notice	X	X	
TANF/Public Assistance	Copy of most recent payment statement, benefit notice, or Department of Social and Health Services (DSHS) Benefits Verification System (BVS).	X	X	
Alimony, Child Support, Foster Care Payments	Copy of most recent payment statement, notices, or orders.	X	X	X
Armed Forces Income	Copy of paystubs, payment statement, or other government issued statement indicating income amount.	X	X	X

Guidelines Changes SFY24

Section	Previous Wording	Changes 05/17/22
2.1.5 Leads Providing Exceptions to Guidelines		CBRA leads may provide exceptions to certain aspects of the CBRA program guidelines as approved by Commerce. Leads must receive written approval from their Commerce Program Manager to approve a specific type of exception request. All exception requests must be processed according to procedures provided by Commerce and any applicable back-up documentation must be kept on file to support the decisions made.
3.1 Priority Population	<p>Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge or who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.</p> <p>Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.</p>	<p>Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge or who have discharged from state psychiatric hospitals or community psychiatric inpatient beds within the past 12 months.</p> <p>Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.</p> <p>Upon approval from Commerce, CBRA grantees may set additional local prioritization criteria, based on community need, if the priority population above has been exhausted. Grantees using local prioritization criteria must produce and maintain a prioritization policy that includes a detailed explanation of all priority populations, criteria used to determine an individual is part of priority population, and how they will be prioritized.</p>
3.2.1 NOTE:	*Please note, individuals that would otherwise be eligible for an approved long-term supports program but are not due to citizenship status meet the criteria for Criteria Two.	*Please note, individuals that would otherwise be eligible for an approved long-term supports program but are not due to citizenship status meet the criteria for Criteria Three.
5.3 5.3 Ongoing Program and Staff Development		<p>Commerce highly encourages grantees/subgrantees to participate in ongoing program and staff development opportunities to improve person-centered, culturally competent practices designed to improve the experiences of those facing the greatest impacts of housing instability and homelessness. The following trainings/opportunities are recommended:</p> <ul style="list-style-type: none"> P Crisis intervention P Racial Equity P Cultural competency P LGBTQ+ competency P Introduction to person-centered care P Trauma Informed Care P Mental health First Aid P Training on the SAMHSA Model of Permanent supportive housing P Motivational Interviewing P Supporting survivors of intimate partner violence and child abuse P Supporting special needs populations with co-occurring behavioral health conditions (including IDD, cognitive impairments, and TBIs) P Fair Housing P Housing First P Progressive Engagement and Problem-Solving (Diversion) P Professional boundaries P Trainings on handling secondary or vicarious trauma and professional burnout P Program evaluation and fidelity training <p>In addition, lead/subgrantee staff are highly encouraged to attend the annual Washington State Conference on Ending Homelessness and other professional conferences on behavioral health and housing.</p>

<p>5.3.4 Determining Rent Limit</p>	<p>Grantees may pay rent amounts up to 120 percent of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent that can be paid for a unit of a given size. Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority. Payment of rents in excess of 120 percent of FMR requires prior approval by Commerce.</p>	<p>Grantees determine the amount of rent that can be charged for a unit based on the rent limit or rent reasonableness.</p> <p>5.3.4.1 Rent Limit The rent limit is the maximum rent that can be paid for a unit of a given size which must not exceed 150 percent of HUD's Fair Market Rent (FMR). Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority. Payment of rents in excess of 150 percent of FMR requires prior approval by Commerce.</p> <p>5.3.4.2 Rent Reasonableness Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable, non-luxury units in the private unassisted market. Rent reasonableness is performed by one of the following P Performing a rental market analysis/study in the rental market where the rental is located in. The market analysis/study must be performed, at a minimum, annually and no more than quarterly. P Reviewing comparable units advertised for rent as detailed below When determining rent reasonableness, grantees must consider the following characteristics of the units to ensure they are comparable: location, quality, size, type, amenities, housing services, maintenance, and utilities included in the rent. Though units may have different features, they should be relatively comparable in based on their characteristics and amenities. For example, one rental may be slightly larger but does not include utilities in the rent. The slightly smaller rental with utilities included could be comparable in value and used to determine rent reasonableness. Verification that the rent charged for this units do not exceed rents charged for other comparable units owned (for example, the landlord would document the rents paid in other units).</p> <p>Grantees must document rent reasonableness using the Rent Reasonableness Worksheet and attach all applicable backup documentation. For more information, see HUD's guide at: https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf.</p>
<p>5.3.5 Determining Rent Subsidy</p>	<p>Consistent with HUD housing affordability standards, each household is responsible for contributing no more than 30 percent of their income to the cost of their housing. Documentation of subsidy amount and subsidy determination process must be included in the client file.</p> <p>If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file. Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be included in the client file.</p>	<p>Consistent with HUD housing affordability standards, each household is responsible for contributing no more than 30 percent of their income to the cost of their housing . Documentation of subsidy amount and subsidy determination process must be included in the client file.</p> <p>If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file. Grantees must review and adjust household rent subsidy amount annually. Documentation of new subsidy determination process and subsidy amount must be included in the client file.</p>

<p>5.3.6.3 Habitability Complaint Procedure</p>	<p>Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility. Households must be informed at the time of move-in or, if they are already living in the unit, at the time of program enrollment.</p> <p>Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act (RCW 59.18). Landlords must be informed prior to participant move-in, or, if they are already living in the unit, at the time of program enrollment.</p> <p>Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:</p> <ul style="list-style-type: none"> ☑ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution. ☑ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act (RCW 59.18). 	<p>Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's program eligibility.</p> <p>Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act (RCW 59.18).</p> <p>Lead/subgrantees must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:</p> <ul style="list-style-type: none"> ☑ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution. ☑ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act (RCW 59.18)
<p>5.5.2 Termination and Denial of Service Policy</p>	<p>Grantees must have a termination and denial policy.</p> <p>This policy must:</p> <ul style="list-style-type: none"> ☑ Describe the reasons a household would be denied subsidies and/or terminated from program participation. ☑ Describe the notification process. ☑ Ensure households are made aware of the grievance procedure. 	<p>Grantees must have a termination and denial policy.</p> <p>This policy must:</p> <ul style="list-style-type: none"> ☑ Include the following reasons a household could be denied subsidies and/or terminated from program participation. <p>Denial Reasons:</p> <ul style="list-style-type: none"> • Does not meet CBRA eligibility requirements • A lack of availability or funding needed to admit a new client onto the CBRA program. Applicants will be notified of their option to be placed on the waitlist <p>Termination Reasons:</p> <ul style="list-style-type: none"> • A confirmed permanent or long-term absence from their unit • Relocate to a service area agency does not provide CBRA subsidy • Is no longer eligible at recertification* • Requests that subsidies are terminated • Harmful behaviors that jeopardize the safety of staff or others after all appropriate efforts have been made by staff to resolve the issues. <p>Efforts must be documented and should be reviewed with the lead grantee prior to termination</p> <ul style="list-style-type: none"> • Evidence to fraud or attempts to fraud have been confirmed <p>☑ Describe the notification process.</p> <p>☑ Ensure households are made aware of the grievance and termination procedure.</p> <p>☑ Describe the rights of the participant to appeal grievance and termination decisions including contact information and timeframes appeals must be submitted.</p> <p>* see section 3.3.2 Ineligible at Recertification on 6 month additional subsidy</p>
<p>7.1</p>	<p>Policies and Procedures</p> <ul style="list-style-type: none"> ☑ Subcontracting policies and procedures (section 2.1.4) ☑ Referral policies and procedures (section 5.1) ☑ Habitability Complaint Procedure (section 5.3.6.3) ☑ Grievance Procedure (section 5.5.1) ☑ Termination or Denial of Service Policy (section 5.5.2) 	<p>Policies and Procedures</p> <ul style="list-style-type: none"> ☑ Subcontracting policies and procedures (section 2.1.4) ☑ Referral policies and procedures (section 5.1) ☑ Habitability Complaint Procedure (section 5.3.6.3) ☑ Grievance Procedure (section 5.5.1) ☑ Termination or Denial of Service Policy (section 5.5.2) ☑ Prioritization Policy, if applicable (section 3.1)

7.2 Appendix B: Client File Information and Documentation		Added in Other Recommended Forms: Rent Reasonableness Worksheet (Section 5.3.4.2) Move in/Move out condition report (section 6)
7.4.2 Prioritization Requirements	Grantees must prioritize those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds.	Grantees must prioritize those exiting, needing to exit, or exited from a state psychiatric hospitals and community psychiatric inpatient beds within the past 12 months.
7.4.4 Instituting Performance Requirements: The Process		Updates to the timeline and the historical process.



EXHIBIT E: PROVIDER DELIVERABLES

PROVIDER: Lake Whatcom Residential and Treatment Center

CONTRACT: NORTH SOUND BH-ASO-LWC-CBRA-23

CONTRACT PERIOD: 07/01/2023 – 06/30/2024

Identification of Deliverables

Provider shall provide all deliverables as identified in the Required Deliverables Grid below. Templates for all reports that the provider is required to submit to North Sound BH-ASO may be found on the North Sound BH-ASO website under *Forms & Reports* (click [here](#)). North Sound BH-ASO may update the templates from time to time and will notify providers of any changes. Deliverables are to be submitted to deliverables@nsbhaso.org on or before the indicated due date unless otherwise noted. For more information regarding a specific deliverable, please refer to the indicated Supplemental Provider Service Guide reference (as applicable) or by emailing deliverables@nsbhaso.org.

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11
Ownership and Control Disclosure Form	Annual	Annually on January 31 st , or more frequently when changes occur	Not applicable