

**INTER-DEPARTMENTAL MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
HUMBOLDT COUNTY PUBLIC DEFENDER  
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This Inter-Departmental Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Humboldt County Department of Health and Human Services, hereinafter referred to as “DHHS,” and the Humboldt County Public Defender’s Office, hereinafter referred to as “HCPD,” is made upon the following considerations:

WHEREAS, DHHS has secured funding made available through the California Business, Consumer Services and Housing Agency’s Homeless Emergency Aid Program (“HEAP”) for the purpose of supporting the provision of immediate emergency assistance to individuals and/or families experiencing, or at risk of experiencing, homelessness (“Target Population”) in Humboldt County; and

WHEREAS, in accordance with the applicable HEAP requirements, DHHS has identified several goals and objectives pertaining to the expenditure of HEAP funding, including, without limitation: providing members of the Target Population with permanent supportive housing, emergency assistance, housing navigation and/or mental health services; constructing, acquiring and/or rehabilitating structures intended to serve members of the Target Population; and developing, implementing and maintaining criminal justice diversion programs for members of the Target Population; and

WHEREAS, HCPD has requested from DHHS a one-time allocation of Two Hundred Seventy-Four Thousand Five Hundred Ninety-Nine Dollars (\$274,599.00) for the purpose of funding a HEAP project that is consistent with DHHS’ goals and objectives for reducing homelessness within Humboldt County; and

WHEREAS, DHHS finds that the proposed HEAP project is in the public interest and the requested allocation is required to ensure the establishment and administration thereof; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the establishment and administration of HCPD’s HEAP project.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF DHHS:

- A. Allocation of HEAP funds. DHHS shall provide HCPD with an amount not exceed Two Hundred Seventy-Four Thousand Five Hundred Ninety-Nine Dollars (\$274,599.00) for the purpose of funding the establishment and administration of a HEAP project, including, without limitation, compensating HCPD for the provision of direct supportive services to members of the Target Population that are intended to reduce homelessness within Humboldt County.
- B. Homeless Management Information System Training. DHHS shall provide any and all appropriate training pertaining to HCPD’s use and management of the Humboldt County Homeless Management Information System.

2. RIGHTS AND RESPONSIBILITIES OF HCPD:

- A. Provision of Supportive Services. HCPD shall provide eight (8) to twenty (20) members of the Target Population with any and all supportive services, including, without limitation, service and

resource referral, necessary to achieve DHHS' goals and objectives for reducing homelessness within Humboldt County. HCPD shall ensure that a minimum of five (5) of the initial eight (8) members of the Target Population who have been selected to receive supportive services pursuant to the terms and conditions of this MOU meet the criteria for chronic homelessness. Any and all members of the Target Population receiving supportive services pursuant to the terms and conditions of this MOU shall continue to receive such services until it has been determined that the participant: has been housed for a minimum of three (3) months; has left Humboldt County; has become institutionalized or incarcerated for an extended period of time; has decided not to participate in the program; or poses a significant safety threat to HCPD staff. HCPD shall not select more than ten (10) members of the Target Population to receive supportive services pursuant the terms and conditions of this MOU at any one (1) time, and all such selections shall be made prior to March 1, 2021.

B. Project Administration. HCPD shall create and fill a full-time Social Worker III position to ensure that members of the Target Population are being provided with any and all appropriate supportive services. The Social Worker III position created pursuant to the terms and conditions of this MOU shall be responsible for fulfilling all of the following duties and obligations:

1. Referring members of the Target Population to any and all housing programs for which they may be eligible.
2. Referring members of the Target Population to any and all DHHS – Social Services programs, including, without limitation, CalFresh and General Relief, for which they may be eligible.
3. Referring members of the Target Population to any and all appropriate health and wellness services, including, without limitation, physical health services, private and public substance use disorder services and mental health services, as necessary.
4. Referring members of the Target Population to any and all appropriate employment and training opportunities.
5. Referring members of the Target Population to any and all available services that may be appropriate for their particular situation, including, without limitation, veteran's services, services available through Tribal offices, self-help groups, spiritual groups and family support groups.
6. Ensuring that a minimum of five (5) members of the Target Population receiving supportive services pursuant to the terms and conditions of this MOU have the opportunity to secure long-term housing for a duration of at least six (6) months.
7. Utilizing the Humboldt County Homeless Management Information System for participant identification, quality assurance, data-entry, service tracking and reporting purposes.

C. Data Collection and Submission. HCPD shall maintain and enter any and all participant-level; data obtained as a result of the supportive services provided pursuant to the terms and conditions of this MOU into the Humboldt County Homeless Management Information System.

3. TERM:

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this MOU without cause upon sixty (60) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. DHHS' obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, DHHS shall, at its sole discretion, determine whether this MOU shall be terminated. DHHS shall provide HCPD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation upon Termination. In the event this MOU is terminated, HCPD shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by DHHS for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Two Hundred Seventy-Four Thousand Five Hundred Ninety-Nine Dollars (\$274,599.00). HCPD agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, DHHS may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit A – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be rendered by HCPD, or compensated by DHHS, without DHHS' prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCPD. HCPD shall notify DHHS, in writing, at least six (6) weeks prior to the date upon which HCPD estimates that the maximum payable amount will be reached.

6. PAYMENT:

HCPD shall submit to DHHS quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU by the tenth (10<sup>th</sup>) day of each calendar quarter. HCPD shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Invoices shall be in a format approved by the DHHS Director and the Humboldt County Auditor-Controller, and shall include, without limitation, the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this

MOU shall be sent to DHHS at the following address:

DHHS: Humboldt County Department of Health and Human Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

DHHS: Humboldt County Department of Health and Human Services  
Attention: Connie Beck, Director  
507 F Street  
Eureka, California 95501

HCPD: Humboldt County Public Defender  
Attention: Marek Reavis, Public Defender  
1001 Fourth Street  
Eureka, California 95501

8. REPORTING REQUIREMENTS:

A. General Reporting Requirements. HCPD agrees to provide DHHS with any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. HCPD shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate. Any and all reports provided pursuant to the terms and conditions of this MOU shall be sent to DHHS at the following address:

DHHS: Humboldt County Department of Health and Human Services  
Attention: Robert Ward, Housing and Assistance Coordinator  
929 Koster Street  
Eureka, California 95501

B. Quarterly Progress Reports. HCPD shall prepare quarterly progress reports which include, without limitation, the number of participants referred for services pursuant to the terms and conditions of this MOU, the number of participants who received services, the types of services provided, the length and cost of each service provided, the number of participants that gained and/or retained stable housing as a result of the services provided and the remaining balance of HEAP funds available hereunder. Any and all quarterly progress reports prepared pursuant to the terms and conditions of this MOU shall be submitted to DHHS through the Humboldt County Homeless Management Information System.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate

and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

- B. Inspection of Records. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. Each party acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without

limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

12. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. Each party agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. Each party agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations policies, procedures and standards promulgated thereunder.
- F. Humboldt County Housing First Principles. Each party agrees to comply with any and all applicable requirements and standards set forth in Exhibit B – Humboldt County Housing First Principles, which is attached hereto and incorporated herein by reference as if set forth in full.

13. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

15. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

16. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

17. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by DHHS constitute a waiver of any breach of this MOU which may then exist on the part of HCPD. Nor shall such payment impair or prejudice any remedy available to DHHS with respect to the breach or default. DHHS shall have the right to demand repayment of, and HCPD shall promptly refund, any funds disbursed to HCPD which DHHS determines were not expended in accordance with the terms and conditions of this MOU.

18. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

19. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

20. DISPUTE RESOLUTION:

Each party hereto agrees to make their best efforts to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If either party believes that a breach of this MOU has occurred, or is not satisfied that a dispute has been resolved, either party may request

to meet and confer with the Humboldt County Administrative Officer and the other party.

21. SUBCONTRACTS:

HCPD shall obtain prior written approval from DHHS before subcontracting any of the services to be provided pursuant to the terms and conditions of this MOU. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality and accessibility requirements set forth herein. HCPD shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by DHHS or not.

22. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection and Section 10 – Confidential Information shall survive the expiration or termination of this MOU.

23. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

24. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

25. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

26. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

27. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.



28. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

29. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party’s obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

**HUMBOLDT COUNTY PUBLIC DEFENDER:**

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

Marek Reavis, Public Defender  
*(Pursuant to the authority delegated by the  
Humboldt County Board of Supervisors on  
[redacted] [redacted], 2019 [Item redacted - redacted])*

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES:**

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

Connie Beck, Director  
*(Pursuant to the authority delegated by the  
Humboldt County Board of Supervisors on  
[redacted] [redacted], 2019 [Item redacted - redacted])*

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

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

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Schedule of Rates
- Exhibit B – Humboldt County Housing First Principles

**EXHIBIT A**  
**SCHEDULE OF RATES**  
Humboldt County Public Defender  
For Fiscal Years 2019-2020 through 2020-2021

<b>A. Personnel Costs</b>	
Title: Social Worker III Hourly Rate of Pay or Salary Calculation: \$24.51 – hired at Step C – Year One Duties Description: Develops and carries out social treatment plans to provide homeless emergency aid programs to eligible public defender clients. *The annual amounts include wages and benefits using the County of Humboldt benefit costs including health, dental, life, retirement, PARS, and worker’s compensation costs. Health insurance calculated presuming family coverage – depending on individual hired for position, actual health insurance costs could be less.	\$93,534.00
Title: Social Worker III Hourly Rate of Pay or Salary Calculation: \$24.51 – hired at Step C – Year Two	\$99,515.00
<b>Total Personnel Costs: \$193,049.00</b>	
<b>B. Operational Costs</b>	
Item: Cell Phone - \$500 initial cost - \$100/month for 24 months	\$2,900.00
Item: Sustain license - \$925/year Description: Fee for one user to access Humboldt County Superior Court records	\$1,850.00
Item: Pre-housing costs - \$200 x 20 clients Description: Costs incurred in preparing a client to become housed, e.g. certified copies of birth certificates, credit check/application fees, outstanding utility bills, etc.	\$4,000.00
<b>Total Operational Costs: \$8,750.00</b>	
<b>C. Supplies/Equipment</b>	
Item: Dell laptop computer including required APC backup battery	\$1,900.00
Item: HP laser printer	\$925.00
Item: High capacity scanner Description: Scan receipts, check requests, documents, etc.	\$925.00
Item: Desk/workstation Description: Purchase of one desk/chair/two panel dividers to create private workstation for social worker	\$2,000.00
<b>Total Supply/Equipment Costs: \$5,750.00</b>	
<b>D. Transportation/Travel</b>	
Item: Use of county vehicle (100 miles/week x 50 weeks/year) Description: Necessary for social worker to transport clients to appointments, regular in-home visits, etc.	\$5,800.00
<b>Total Transportation/Travel Costs: \$5,800.00</b>	
<b>E. Other Costs</b>	
Item: Rental deposits: \$2500 x 20 clients Description: Allow clients to meet required security deposits for rental housing	\$50,000.00
Item: Emergency rent: 3 month maximum @ \$750/month – 15 clients	\$11,250.00
<b>Total Other Costs: \$61,250.00</b>	
<b>Grand Total: \$274,599.00</b>	

**EXHIBIT B**  
**HUMBOLDT COUNTY HOUSING FIRST PRINCIPLES**

Humboldt County Public Defender  
For Fiscal Years 2019-2020 through 2020-2021

1. Participants are moved into permanent housing as quickly as possible, with no service or program readiness requirements.
2. The project's rules are limited to participant safety, and do not try to change or control participants or their behaviors.
3. The project uses a trauma-informed approach.
4. The project does not require detox treatment and/or days of sobriety to enter.
5. The project does not conduct drug testing.
6. The project does not prohibit program entry on the basis of mental illness diagnosis and does not have a policy requiring medication and/or treatment compliance to enter.
7. The project does not bar participants based on past, non-violent rules infractions.
8. The project accepts all participants regardless of sexual orientation or gender identification and follows all fair housing laws.
9. The project does not exclude participants with zero income and/or limited to no work history.
10. If the project is short-term or time-limited, the services provided to enrolled participants should be focused primarily upon securing permanent housing and enhancing housing stability upon exit, as opposed to building "housing readiness," attaining sobriety, or adherence to treatment.
11. The project does not terminate program participants for any of the above listed reasons. The project also does not terminate participants for:
  - i. Low or no income;
  - ii. Current or past substance use;
  - iii. History of domestic violence;
  - iv. Failure to participate in supportive services;
  - v. Failure to make progress on a service plan; and
  - vi. Criminal records, with the exceptions of restrictions imposed by federal, state or local law or ordinance.
12. If the project entails housing placement and/or housing stability services, program staff treat eviction and/or termination of housing as a last resort. Before termination/eviction, staff should engage as many other alternative strategies as are applicable and reasonable, including, without limitation:

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- i. Conflict resolution;
- ii. Landlord mediation;
- iii. Support with rental/utility arrears;
- iv. Tenancy skills building; and
- v. Relocation.