



Samish Indian Nation

Tribal Prevention/ Samish Steps Toward Stability and Homeless Diversion Program

Purpose of Policy

1. Create standards for client eligibility to participate in the Samish Steps Toward Stability (SSTS) & Homeless Diversion Program
2. Outline the allowable activities in the SSTS and Homeless Diversion Program; and
3. Establish the standards for documenting services provided by Samish Housing and ensure Samish Housing complies with these standards.

Section 1: Homelessness Management Information System Responsibilities Coordinated Entry

The Samish Housing Program will maintain a Coordinated Entry (CE) system in which people experiencing homelessness or are at-risk of becoming homeless are assessed and referred to the services that are the most likely to help them obtain and maintain housing stability.

Coordinated Entry System Requirements

At a minimum, the CE system will:

1. Use a standardized assessment tool that matches eligible households with services that will help them exit homelessness or prevent them from becoming homeless and prioritize households with the greatest need.
2. Use a uniform decision-making process for using the assessment to prioritize households for programs.
3. Allow households that meet minimum housing status eligibility access to coordinated entry, regardless of additional program requirements.

Homelessness Management Information System (HMIS)

4. Housing staff must enter client data into HMIS for all housing interventions regardless of funding source. Data must be entered into HMIS within 14 calendar days following the date of enrollment.

Applicants' Personal Identifying Information

5. Personal identifying information (PII) must not be entered into HMIS unless all adult household members have provided informed consent to the Samish Housing Department

Informed consent must be documented with a signed copy of the Client Release of Information and Informed Consent Form.

Section 2: Landlord Engagement

1. Interested Landlord List

Housing staff are responsible for ensuring that an interested landlord list is created and maintained. The interested landlord list must include information on rental properties (including buildings with fewer than 50 units). The list must be updated at least once per quarter and distributed to eligible households seeking assistance from the Housing Department.

2. Outreach to Landlords:

Housing staff are responsible for ensuring outreach to private rental housing landlords is conducted and documented at least quarterly. Outreach to private landlords includes information about opportunities to provide rental housing to people experiencing homelessness and educate about homelessness prevention.

Section 3: Allowable Interventions

1. Targeted Prevention/Homeless Diversion:

Targeted Prevention attempts to prevent imminent homelessness with housing-focused case management and temporary rent subsidies to prevent eviction of households. The services are time limited. **Samish Steps Toward Stability program (SSTS)** quickly moves households from homelessness into permanent housing by providing move-in assistance, rent subsidies, and housing-focused case management. Services are provided for up to 36 months, and the household does not have to leave their housing when services end.

Section 4: Household Eligibility

1. A household is one or more individuals seeking to obtain or maintain housing together.
The entire household must be considered for eligibility, determination, and services.
2. A member of the households must be enrolled in a Federally recognized Indian Tribe,

be homeless or at imminent risk of homelessness and at or below 50% of the Area Median Income (AMI) if enrolled in Skagit Funding or up to 80% - 100% of the AMI if enrolled using Native American Housing and Self-Determination Act (NAHASDA) funds.

3. Non-Indian Families – if it has been determined that the presence of the non-Indian family is essential to the well-being of the Samish Community.

Section 5: Housing Status

Unsheltered Homeless:

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

Sheltered Homeless:

1. Overcrowded housing affects family relationships, child development, education, and health.
2. Residing in a temporary housing program including shelters, transitional or interim housing and hotels and motels paid for by charitable organizations or government programs.
3. Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution
4. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e., parking lots).

At Imminent Risk of Homelessness:

1. Households are at imminent risk of homelessness if they lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, and no subsequent residence has been identified, and the household lacks the resources or support networks needed to obtain permanent housing.

Documentation of Housing Status:

Housing must verify and document eligible housing status prior to program entry. Documentation must be dated within 30 days of program entry.

Documentation for Eligibility:

Housing Staff are responsible for verifying and documenting the eligibility of all households prior to providing rental assistance under this Policy. They are also responsible for maintaining this documentation in the households' files.

There are various types of documentation that can determine eligibility, ranging from third party verification to applicant self-declaration. Minimum acceptable types of documentation vary depending on the type of income, housing status and circumstance being documented. General documentation standards, *in order of preference, are as follows:*

Written Third Party:

Verification in writing from a third party (e.g., individual employer, Social Security Administration, Department of Social and Health Services (DSHS), emergency shelter provider, etc.) either directly to staff or via the applicant is most preferred. Written third party documentation may include standardized forms, such as verification of income statement

Oral Third Party

Verification from a third party (e.g., individual employer, Social Security Administration, Department of Social and Health Services (DSHS)) provided by the third party over the telephone or in-person directly to staff. Oral third-party verification is acceptable only if written third party verification cannot be obtained.

Applicant Self-Declaration

Income and housing status as reported by the household is ONLY acceptable if written or verbal third party verification cannot be obtained. Self-declaration of housing status should be rare; it is always a reasonable choice for victims of domestic violence.

Self-Declaration of housing status for participants who are at-risk of losing housing is acceptable only in very limited circumstances. For example, there may be some unusual case where a third party is not able to provide documentation that a participant is at-risk

of losing housing (e.g., death of a landlord).

Annualizing Wages and Periodic Payments:

The Samish Housing Department will follow the HUD's NAHASDA Section 8 requirements for determining household income.

When calculating applicant's income based on hourly, weekly, or monthly payment information, Housing staff will add the gross amount earned in each payment period that is documented and divide by the number of payment periods to determine the average wage per payment period. Depending on pay periods used by the employer of the schedule of periodic payments, the following calculations convert the average wage into annual income:

1. Hourly Wage multiplied by Hours Worked per Week multiplied by 52 weeks.
2. Weekly Wage multiplied by 52 weeks
3. Bi-Weekly (every other week) Wage multiplied by 26 bi-weekly periods
4. Semi-Monthly Wage (twice a month) multiplied by 24 semi-monthly periods
5. Monthly Wage multiplied by 12 months

Documentation of Disability:

Housing staff must verify and document the disability prior to program entry. Acceptable documentation of the disability must include one of the following:

1. Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to
be long continuing or of indefinite duration and substantially impedes the individual's ability to live independently.
2. Written verification from the Social Security Administration.
3. Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
4. Other documentation approved by the Department of Commerce or Housing and Urban Development.

If unable to document disability at program entry with the above methods, Housing staff must document their observation of applicant's disability. Required documentation (above) must be obtained within 45 days of program enrollment.

Section 6: Eligible Activities and Expenses

Assistance is not intended to provide long-term support for households, nor will it

be able to address all the financial and supportive services needs of households that affect housing stability. Rather, assistance should be focused on housing stabilization, linking households to community resources and mainstream benefits, and helping them develop a plan for future housing stability. Rent payments and other housing costs must be paid directly to a third party on behalf of the household

Rent Payments

1. Monthly rent and any combination of first and last month's 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. Rental assistance may be provided up to 36 months, contingent upon tier of program the household has been enrolled into.
2. Rental arrears and associated late fees for up to three (3) months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay rental arrears, arrears must be included in determining the total period of the household's rental assistance.
3. Lot rent for RV or manufactured home.
4. Costs of parking spaces when connected to a unit.
5. Security deposits for households moving into new units.
6. Hotel/Motel expenses for up to 30 days if (1) Subsequent rental housing has been identified but is not immediately available for move-in and (2) No appropriate shelter beds are available.
7. Hotel/Motel is used as permanent housing.
8. Utilities which are included in rent.

Other Housing Cost

1. Utility payments for households receiving rental assistance.
2. Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.

Utility-only assistance (including arrears) can be provided when no other utility assistance, such as Low-Income Housing Energy Assistance Program (LIHEAP) is available to prevent a shut-off and documentation using the utility-Only Assistance Form. Household must confirm and provide documentation that no other utility assistance is available.

Utility deposits for a household moving into a new unit.

3. Application fees, background check fees, credit check fees, utility deposits, and cost of urinalyses for drug testing of household members if necessary/required for housing.
4. Relocating to a unit that is less expensive – allowing family to save money on housing cost.
5. Acquisition and setup support for internet accessibility and maintenance, including the associated equipment and training to gain and maintain access to the internet.

Flexible Funding

Flexible Funding is the provisions of goods or payments of expenses which directly help a household to obtain or maintain permanent housing or meet essential household needs. Essential households needs mean personal health and hygiene items, cleaning supplies, transportation passes and other personal need items. Households are eligible for Flexible funding up to \$2,000 per household. Flexible funding payments must be paid directly to a third party on behalf of the household and noted in a household's housing stability plan.

Ineligible expenses for Flexible Funding

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

The following expenses are NOT ELIGIBLE:

1. Transportation costs for household members (i.e., bus, train, and airplane tickets) are related to initial move-in or for any subsequent moves.
2. Pet Deposits and Pet Fees and Pet Rent
3. Portability. Households may not transfer their rent assistance to areas outside of the County in which they reside.
4. Funds cannot be provided to eligible individuals or families for the same period and for the same cost types that are being provided through another federal, state, or local housing subsidy program. Therefore, if a participant is receiving rental assistance under another program regardless of whether it is a full or partial subsidy – these funds may not be used for rental assistance during that same time.

Section 7 : Service Delivery

1. Voluntary Services

Supportive services are helping or educational resources that include

support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services, and social activities.

2. Progressive Engagement

- a. Whenever possible, households experiencing a housing crisis should be diverted from entering homeless housing programs through problem-solving conversations, linkages to mainstream and natural supports, and/or flexible, and light-touch financial assistance.
- b. Initial assessment and services address the immediate housing crisis with the minimal services needed.
- c. Frequent re-assessment determines the needs for additional services.
- d. Services are individualized and responsive to the needs of each household.
- e. Households exit to permanent housing as soon as possible.

Having already received assistance does not negatively impact a household's eligibility if they face homelessness again.

3. Assessment and Housing Stability Planning

A problem-solving diversion conversation should occur prior to a full, standardized assessment. Staff must assess each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability. Housing stability planning must be housing-focused and client-driven.

Assessments and housing stability planning must be documented.

Section 8: Rental Assistance

The rent assistance provided under this policy is a Tiers program subsidy because different households have different needs, and a one-size-fits-all approach is unlikely to be successful.

The maximum amount of assistance any household may receive is 36 months.

The subsidy will decline based upon a fixed timeline established or when the individual has reached specific goals and the household can assume full responsibility for monthly housing cost. The steps are known in advance and act as deadlines for increasing income. Households receiving services of any kind through the SSTS program must sign, follow, and abide by the Samish Indian Nation Housing program guidelines and participant agreement. Households who fail to comply with the Program guidelines or the Participant Agreement may be terminated from participation in the Program.

Households who have received funding through the Samish Steps Toward Stability

Program, will need to wait 12 calendar months from the date of program exit before they are eligible to re- apply for the program. This waiting period helps us make sure that limited resources are shared fairly and that other citizens in need also have the chance to receive support. Samish Housing Director, in collaboration with Case Manager Supervisor, will determine which Tier a Household may be eligible for at the time of enrollment and any subsequent re-enrollment.

Rent Reasonableness for Services funded by Skagit County Grant

Rent reasonableness means that the total rent charged for a unit must be reasonable in relation to the rents being charged for comparable units in the private unassisted market during the same time. Staff must determine, and document rent reasonableness for all units for which rent assistance (including arrears) is provided.

This requirement applies when participants are moving into units and when there is a current lease in place.

Rent reasonableness determined from other homeless programs is allowable and must be documented and kept in the client file.

Rent Limit/Payment Standard _NAHASDA ONLY

Rents are capped by the Fair Market Rents established by HUD and must be no more than 119% of the FMR. Rents of 120% or more will need to be approved, in writing, by the HUD Field Office.

When rent amounts exceed the Fair Market Rent limits, staff will be required to submit the rationale to the Housing Director for approval.

Washington Residential Landlord-Tenant Act

Tenants should be made aware of the Washington Residential Landlord-Tenant Act, RCW 59.18, and be informed on how to use this law when problems arise. Copies will be provided upon request.

Housing Inspections

Before any rental assistance can be provided, there will be an initial inspection of housing units. All units must meet Housing Quality Standards (HQS) performance requirements Under 24 CFR 982.401.

Section 9 Right to Appeal

Participants who are terminated from the Program may file an appeal pursuant to the Tribe's Administrative Appeals Board Ordinance, STC 16.001 et seq. The Housing Department will include a copy of the Appeals Board Ordinance with the termination of participation notice.

Time to File an Appeal

1. An appeal of a Tribal Department's final decision by a tribal member must be received by the Tribal Offices within 30 days from the date the final decision was issued.
2. No extensions of time for filing an appeal may be granted by the Board or Tribal Council.

How to File an Appeal

1. A tribal member shall make an appeal of a final decision in writing.
2. The written request shall include:
3. A copy of the final decision.
4. Detail the reason(s) the tribal member believes the decision of the Tribal Department was in error; and
5. Include the address and telephone number where the tribal member may be contacted.
6. The written request must indicate whether the tribal member desires a hearing before the board. If the tribal member does not request a hearing, the decision of the board will be based solely on the documents submitted by the tribal member and the tribal department.
7. The written request for an appeal and a hearing (if requested) shall be mailed or delivered to the Tribal Administrative Offices at P.O. Box 217 Anacortes, WA. 98221 and be labeled "Confidential Administrative Appeal"

Section 10 Confidentiality of Client Records

The Housing Department will maintain the confidentiality of all personal identifiable information provided by participants and applicants to the Housing Department. The Housing Department will not release such information without written authorization from the participant or applicant.

As a client of Samish Indian Nation's Housing Program, you have the following rights regarding the confidentiality of your personal information and communications:

1. The information that you provide to the Housing Department will be kept confidential to the greatest extent allowed by law.
2. The information that you provide to the Housing Department, including your name,

address, phone number, and other personal information will not be shared with other individuals or agencies without your permission.

3. Persons employed with Samish Indian Nation's Housing Department are mandatory reporters that **MUST** make a report if they have reason to believe that the abuse, abandonment, neglect, or financial exploitation of a vulnerable adult has occurred or has reasonable cause to suspect that a minor has been abused or neglected. Staff will inform you of any reporting requirements prior to having conversations with you. They will tell you when they must make a report and what information will be shared. Even when these reports are made, staff should not share information beyond what is required by law.
4. Some general information about the types of services provided and overall demographics (e.g., age and income ranges, average number of children, ethnicities) of people that use Housing services must be shared with the agencies that fund our program. However, information that specifically could identify **you** as someone who used [Program/Agency Name] services will never be shared unless specifically authorized in writing by you.
5. After your initial intake into the Housing department, you may choose to be referred to other agencies for additional help and support. You can decide how much or how little of your personal information the Housing Department will or will not be shared with each partner agency. You will be told, in general, what each partner's obligations are to keep your information confidential. If you choose to have the Housing department share some of your personal information with an agency we partner with, you will be told exactly *how* much and *what* type of information that will be shared. If you later decide that you do not want the information you have provided to be shared with any of the housing department's partners, let us know in writing and we will not share any more information with those partners.
6. Should have any questions or concerns about this notice or your right, or if you have a concern that your confidential information was not treated appropriately, please contact the Samish Indian Nation Housing Director.