

INTRODUCED: January 22, 2024

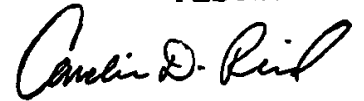
AN ORDINANCE No. 2024-031

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and The Salvation Army for the purpose of providing funding for the operations of an inclement weather shelter and year-round emergency shelter to be located at 1900 Chamberlayne Avenue.

Patrons – Mayor Stoney and Vice President Lambert

Approved as to form and legality
by the City Attorney

**A TRUE COPY:
TESTE:**



City Clerk

PUBLIC HEARING: FEB 12 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

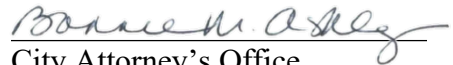
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Grant Contract between the City of Richmond and The Salvation Army for the purpose of providing funding for the operations of an inclement weather shelter and year-round emergency shelter to be located at 1900 Chamberlayne Avenue. The Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 12 2024 REJECTED: _____ STRICKEN: _____

APPROVED AS TO FORM:


City Attorney's Office



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0044

File ID: Admin-2024-0044 **Type:** Request for Ordinance or Resolution **Status:** Regular Agenda

Version: 1 **Reference:** **In Control:** City Clerk Waiting Room

Department: **Cost:** **File Created:** 01/17/2024

Subject: **Final Action:**

Title:

Internal Notes:

Code Sections:

Agenda Date: 01/22/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0044 Grant Contract - Shelter - Salvation Army - TSA Executed 1.5.24 (AATF).pdf, Admin-2024-0044 WD - Chamberlayne Shelter - Grant Contract AATF.pdf, Admin-2024-0044 WD - Chamberlayne Shelter - Lease (BA review) AATF.pdf, Admin-2024-0044 WD - Chamberlayne Shelter - Performance Grant Agmt (BA review) AATF.pdf, Admin-2024-0044 Construction Grant with Purchase Option - TSA Executed 1.5.24 (2).pdf, Admin-2024-0044 Resource Center Lease - 1900 Chamberlayne- TSA Executed 1.5.24 (2).pdf

Enactment Number:

Contact:

Introduction Date:

Drafter: dominic.barrett@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	1/17/2024	Traci DeShazor	Approve	1/18/2024
1	2	1/18/2024	Meghan Brown	Approve	1/19/2024
1	3	1/18/2024	Jeff Gray	Approve	1/19/2024
1	4	1/18/2024	Lincoln Saunders	Approve	1/22/2024
1	5	1/18/2024	Mayor Stoney	Approve	1/24/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0044

O&R Transmittal

DATE: January 17, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Interim Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, Deputy Chief Administrative Officer for Human Services

FROM: Dominic Barrett, Strategic Projects and Grants Advisor - Office of Human Services

RE: To establish an Inclement Weather Shelter and Year-Round Emergency Shelter at 1900

Chamberlayne Ave.

ORD. OR RES. No.

PURPOSE: This request speaks to the multiple ordinances necessary to establish an Inclement Weather Shelter and Year-Round Emergency Shelter at 1900 Chamberlayne Ave:

- 1) To authorize the Chief Administrative Officer to execute a grant contract between the City of Richmond and The Salvation Army for the purpose of funding an Emergency Shelter and Inclement Weather Shelter at 1900 Chamberlayne Ave.
- 2) To authorize the Chief Administrative Officer to execute, for and on behalf of the City, a Deed of Lease between the City and The Salvation Army., for the purpose of the City leasing, for use as a Resource Center, space located in the eastern most portion of the building at 1900 Chamberlayne Ave along Chamberlayne Avenue and consisting of eight (8) contiguous rooms accessible by separate exterior door and five (5) rooms for flexible use
- 3) To authorize the Chief Administrative Officer to execute a Performance Grant Agreement between the City of Richmond and The Salvation Army for the purpose of funding construction of the “Center of Hope” as a permanent solution to the unhoused population crisis facing the City.

BACKGROUND: In April of 2023 Mayor Levar Stoney and City Council declared a housing crisis

in the City of Richmond. Emergency shelters for persons without housing serve as a safety net of last resort for this vulnerable population. In its 2020-2030 strategic plan to end homelessness, the City identified a 150 bed shortage in emergency shelter beds. This O&R request supports one component of the strategy to meet the urgent need for more emergency shelter capacity. The Salvation Army, a member of the Greater Richmond Continuum of Care (GRCoC), has agreed to help in expanding capacity to serve more single adults experiencing homelessness.

Further, Salvation Army agrees to provide services and a permanent location for inclement weather shelter (IWS) at a building owned by them at 1900 Chamberlayne Ave. For years, the City has faced a challenge every winter in finding providers and locations for IWS. Locations and providers have changed frequently, an unpredictable resource for unsheltered persons at physical risk in extreme weather.

On December 1, 2023, the Salvation Army began operations of a 150-bed IWS at 1900 Chamberlayne Avenue with funding and a City contract approved by City Council. The contract and shelter operations extend through April 15, 2024.

This O&R request covers three documents to meet the urgent need for more emergency shelter capacity for single adults. As a result, 50 of the 150 IWS beds will continue to operate year-round, increasing the region's current 117-bed capacity to serve single adults year-round to 167 beds. Next winter and beyond, IWS capacity would be 100 beds at 1900 Chamberlayne Ave. This O&R seeks authorization to achieve the following:

- 1) An operating grant between the City and Salvation Army, an experienced emergency shelter provider since 1984. The amount of the grant is \$404,703.91 for FY 24 and \$2,263,733.83 for FY 25. (FY 24: \$145,208 for one-time equipment, supplies and retrofits, \$231,854.31 for year-round emergency shelter the last months of FY 24, and \$27,641.60 for up to 5 days and 100 beds for extreme weather. FY 25: \$705,976.05 for 100 IWS beds for 150 days, \$1,391,908.18 for year-round emergency shelter, and \$165,849.60 for up to 30 days and 100 beds for extreme weather other than the IWS period.)

The initial operating agreement runs through June 30, 2025, with a one-year extension. The FY24 operating contract costs will come from FY24 General Fund dollars in the Office of the Deputy Chief Administrative Officer for Human Services that were appropriated in the FY24 General Fund budget for shelter expenses. Funding for FY 25 and future years is subject to Council appropriation.

Salvation Army agrees to run a 100-bed IWS for single adults for 150 days from November 16 through April 15 for each year covered by the contract. The space will remain available throughout the year, to be used for severe weather emergencies in non-winter months. Guests will be admitted on a first-come, first-serve basis.

Salvation Army will also begin operation of a year-round emergency shelter, beginning May 1, 2024. That shelter, with a full array of rehousing services, will run continuously for the grant

period. Guests with the most urgent and serious needs will be admitted to that shelter according to GRCoC prioritized and coordinated policies.

- 2) A lease between the City and Salvation Army for space in 1900 Chamberlayne Ave to locate a City-operated, resource center. There is no separate lease charge.
- 3) A performance grant agreement between the City and Salvation Army for construction of their Center of Hope, a long-term shelter operation planned for 1900 Chamberlayne Ave. The Center of Hope will be the permanent site for their regional offices and 50 year-round shelter beds relocated from their building on 2 W. Grace St. It will also permanently house the 50 additional year-round shelter beds and 100 IWS beds they agreed to provide under the operating agreement noted above. Also, Salvation Army must provide space in the Center of Hope for the City-operated resource center.

When the Center of Hope is completed, Salvation Army will pay the full costs of the year-round 100-bed shelter operations. The City would pay only the incremental added costs of the 100-bed IWS operations, which would require a new operating agreement.

Under the performance grant agreement, the City will provide \$7 million toward construction of the Center of Hope. City funds will not be disbursed unless and until Salvation Army has secured \$8,275,950 from other sources for their total capital campaign, currently estimated at \$15.3 million. Salvation Army must raise its portion of those funds by January 1, 2027. If they do not succeed by that date, the City has the option to purchase 1900 Chamberlayne Ave with all improvements for the appraised market value at the time of sale. (Current assessed value for City tax purposes is \$3,195,000.)

COMMUNITY ENGAGEMENT: Administration presentations at public meetings with public comment including: City Council's Organizational Development Committee on 9/5/23, Public Safety Committee on 9/26/23, and Education and Human Services Committee on 9/14/23 and 10/12/23; site visits and meetings with members of City Council in September and October; Administration presentation to October meeting of Chamberlayne Industrial Center Association and Edgehill Chamberlayne Court Civic Association. The attached Ordinances are also heavily informed by the Strategic Plan to End Homelessness 2020-2030 which was released in May of 2020 and involved extensive community engagement including Advisory Board leadership, public surveys, and public meetings.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RES. 2023-R019, which was adopted 4/10/23, declared a housing crisis; Strategic Plan to End Homeless 2020-2030: Finalized May 8, 2020.

FISCAL IMPACT: \$404,703.91 in FY 24 costs. \$2,263,733.83 in FY 25 costs and all other future costs are subject to Council appropriation.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: January 22nd, 2024

CITY COUNCIL PUBLIC HEARING DATE: February 12th, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Human Services, Housing and Community Development

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance 2023-325

ATTACHMENTS: Lease, Grant Contract, Performance Grant Agreement

STAFF: Stephen Harms, Senior Policy Advisor - Office of Chief Administrative Officer, 646-0043
Dominic Barrett, Strategic Projects and Grants Advisor - Office of Human Services, 646-5861

GRANT CONTRACT

THIS GRANT CONTRACT (this "Contract") is made effective as of the 16th day of April, 2024, between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and The Salvation Army, a Georgia not for profit corporation authorized to do business in Virginia (the "Recipient").

STATEMENT OF PURPOSE

- A. Section 15.2-953(A) Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside their limits if such institutions or associations provide services to residents of the locality.
- B. By Ordinance No. _____ adopted on _____, authorizes the City to enter into this grant contract providing funds in the amount of \$2,668,437.73 as a gift to the Recipient for the purposes set forth herein ("Grant Funds") for the purpose of improving, equipping, and operating certain emergency housing programs (collectively, the "Shelter") to serve individuals experiencing housing crisis at facilities owned by Recipient and located at 1900 Chamberlayne Avenue in the City (the "Premises").
- C. The Recipient will operate the Shelter on both a temporary basis during inclement weather (the "Inclement Weather Shelter") and on a year-round basis (the "Emergency Shelter") subject to the terms and conditions set forth in this Grant Contract.

The City and the Recipient, intending to be legally bound, agree as follows:

1. Contact Information.

- A. The City's point of contact for purposes of this Contract is:

Traci J. Deshazor
Deputy Chief Administrative
Officer for Human Services and
Chief Equity Officer
City of Richmond
900 E. Broad Street
Richmond, Virginia
23219
804.646.8811
traci.deshazor@rva.
gov

This point of contact is responsible for monitoring the Recipient's compliance with this Contract.

- B. The Recipient's point of contact for purposes of this Contract is:

Major Samuel Kim, Area Commander
The Salvation Army Central Virginia Area Command
2 West Grace Street
Richmond, VA 23241
804.591.3807
Samuel.kim@uss.salvationarmy.org

With a copy to:

The Salvation Army
Attn: Legal Department
1424 Northeast Expressway
Brookhaven, GA 30329
Tel: (404) 728-1300
Email: USSTHQ.Legal@uss.salvationarmy.org

- C. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

2. Payment of Grant Funds.

- A. Budget. The parties acknowledge that Recipient has prepared an annual budget of the anticipated costs Recipient expects to incur in connection with performing the scope of services identified in Sections 3.B and 3.C. of this Contract (the "Budget"), which costs include, by way of illustration and not limitation, upfit of the Premises, utilities, insurance, program staff, furniture, fixtures and equipment, maintenance, etc. (collectively, the "Budgeted Costs"), which has been reviewed and approved by the City. Recipient shall include in its Budgeted Costs an amount calculated on a per day basis to allow for Surge Bed Capacity (as defined in Section 3(C)(i)). For the avoidance of doubt, the Budgeted Costs expressly exclude all costs of providing security for the Inclement Weather Shelter, which shall be at the sole cost and expense of the City.
- B. Initial Payment.
- (i) The City shall pay to the Recipient a portion of the Grant Funds in the amount of \$404,703.91 (the "Initial Payment"), which amount is the sum of (a) the Furnishings and Equipment

payment, and the FY2024 Emergency Shelter operating funds as such amounts are more particularly described on the Payment Schedule attached hereto as Exhibit A and incorporated herein by this reference (the "Payment Schedule").

- (ii) The Initial Payment shall be due on or before April 16, 2024 and upon satisfaction of the last to occur of the following: (i) full execution and delivery of this Contract; (ii) full execution and delivery of a lease with the City allowing the City's use of a portion of the Premises for operation of a Resource Center (the "Lease"); and (iii) full execution and delivery of the Construction Grant and Purchase Option between City and Recipient concerning the Premises (the "Option") (together, the Lease and the Option are the "Related Agreements").
- (iii) Quarterly Payments. Beginning July 1, 2024, and for each subsequent quarter throughout the Term, the City shall pay to the Recipient on or before the first day of the quarter, an amount equal to the amount set forth in the Payment Schedule as the amount required to operate the Shelter for such quarter (each a "Quarterly Payment"). Such Payment Schedule includes, for the period of time the Emergency Shelter operates but the Inclement Weather Shelter does not, an amount attributable to the Surge Bed Capacity. For the avoidance of doubt, beginning on July 1, 2024, the quarters during the Term will begin on July 1, October 1, January 1, and April 1 respectively.

C. True-Up Funds.

- (i) Each quarter, as soon as possible after the end of the quarter, in connection with the reports delivered by the Recipient pursuant to Section 5 below, the Recipient and the City will review the amount of Grant Funds paid by the City to the Recipient for the prior quarter and the amount of expenditures incurred by the Recipient to operate the Shelter during such quarter. To the extent that the amount of expenditures incurred by the Recipient to operate the Shelter during such quarter exceeded the total amount of Grant Funds paid by the City to the Recipient for such quarter, the City will reimburse the Recipient for such shortfall as soon as practicable following the date of the determination of such shortfall. To the extent that the total amount of Grant Funds paid by the City to the Recipient during such quarter exceeded the amount of expenditures incurred by the Recipient to operate the Shelter during such quarter, such excess amount shall reduce the amount that the City pays to Recipient for the next quarter.

(ii) If at any time during each quarter, Recipient determines that it is exceeding or may exceed its budget by 25% or more, Recipient shall promptly notify the City of such determination and the parties will confer to address the budget variance.

D. Completion. If the Recipient has any part of the Grant Funds remaining after all of the requirements set forth in section 3 below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in section 3 have been fulfilled and the specific amount of the Grant Funds that remain. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in section 3 have been fulfilled, the Recipient may use the remaining portion of the Grant Funds for any lawful purpose. Notwithstanding the foregoing, Recipient shall return to the City any remaining funds paid for or attributable to Surge Bed Capacity and not spent for such purpose.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall perform the following, in accordance with the budget attached hereto as Exhibit B and incorporated herein:

A. **Equipping of and Improvement to the Premises.**

1. Recipient shall utilize up to \$55,608.00 on furniture, fixtures, and equipment necessary for its performance under this Grant Contract.
- ii. Recipient shall utilize up to \$89,600.00 to make improvements to the Premises necessary for its performance under this Grant Contract.

B. **Operation of Inclement Weather Shelter.**

- i. During Fiscal Year 2025 and Any Extended Term
 - a. *Operation.* Beginning no earlier than November 16, 2024 but no later than December 1, 2024 and continuing for 150 days in Fiscal Year 2025, together with and including the same operational time period in any Extended Term, if applicable, Recipient shall operate an Inclement Weather Shelter with capacity of not less than one hundred (100) beds for individual men and women at the Premises and capable of serving up to 100 individuals on a nightly basis.
 - b. *Cost.* For Fiscal Year 2025, Recipient shall expend up to \$705,976.04 or the amount actually appropriated by City Council to operate the Inclement Weather Shelter. For any subsequent fiscal year during the Extended Term, Recipient shall expend up to the amount actually appropriated by City Council for operation of the Inclement Weather Shelter in the applicable fiscal year.

- ii. Operating Standards. At all times during the Term of this Contract, Recipient shall operate of the Inclement Weather Shelter in accordance with its Operating Procedures, attached hereto as Exhibit C and will use commercially reasonable efforts to ensure the following:
 - a. The Inclement Weather Shelter will operate a minimum of 15 hours each day, from 5:00 p.m. to 8:00 a.m., seven (7) days a week.
 - b. The Inclement Weather Shelter will extend its hours until 9:00 a.m. in the event of extreme temperatures or precipitation if directed by the City; and will remain open for up to 24 hours at the direction of the City in the event of a severe weather occurrence as directed by the City.
 - c. The Inclement Weather Shelter will include two (2) meals per overnight and bed accommodations in a manner reasonably customary among providers of overnight emergency shelter in the City.
 - d. The Inclement Weather Shelter will be appropriately staffed in a manner reasonably customary among providers of overnight emergency shelter in the City; provided, however, that the City shall provide at its sole cost and expense adequate security for the Inclement Weather Shelter during all hours of its operation. The City's security staff shall reasonably cooperate with and follow the direction of Recipient, who shall be solely responsible for the management and operation of the Inclement Weather Shelter.

C. Operation of Year-Round Emergency Shelter.

- i. Operation. Beginning no later than May 1, 2024, and continuing without interruption throughout the Term, Recipient shall operate the Emergency Shelter to house single men on a year-round basis. Recipient shall staff and operate the Emergency Shelter 24 hours a day, 365 days a year. During the period of time when the Emergency Shelter operation is in effect but the Inclement Weather Shelter is not operating, the Recipient shall at the City's direction utilize up to 100 additional beds in the event of a severe weather occurrence, as determined by the City in the City's sole discretion ("Surge Bed Capacity"), such operation to be in accordance with the Operating Standards attached as Exhibit C. City and Recipient agree to work in good faith to develop mutually acceptable terms under which the Surge Bed Capacity will be utilized (e.g. typical weather conditions), in order to provide reasonable predictability of use to both parties.
- ii. Cost.
 - a. *Fiscal Year 2024*. From the beginning of operation of the Emergency Shelter, no later than May 1, 2024, through June

30, 2024, the Recipient shall expend up to \$231,854.31 to operate the Emergency Shelter.

- b. *Fiscal Year 2025*. From July 1, 2024 to June 30, 2025, the Recipient shall expend up to \$1,391,908.18 or the amount actually appropriated by City Council to operate the Emergency Shelter.

iii. Operating Standards. At all times during the term of this Contract, Recipient shall use commercially reasonable efforts to operate the Emergency Shelter in accordance with following, or as may otherwise be agreed between the parties in writing, provided such operating standards are deemed by the City to be otherwise generally harmonious with the intent and terms of this Contract, in the City's sole and complete discretion:

- a. Ensure all referrals to the Emergency Shelter come from the Greater Richmond Continuum of Care (GRCoC) Coordinated Entry System (CES).
- b. Provide all participating individuals with housing-first case management in a manner consistent with applicable standards promulgated by the United States Department of Housing and Urban Development.
- c. Serve as close as practicable to fifty (50) single men on a nightly basis, dependent upon the number of referrals received from the GRCoC CES.
- d. Enter all client data into the Homeward Community Information System (HCIS), a HIPAA-compliant online database system.
- e. Ensure all Emergency Shelter operations follow its Operating Procedures in accordance with the Standards of the Greater Richmond Continuum of Care, attached hereto as Exhibit D.

4. **Performance Goals**. At all times during the Term, Recipient shall use commercially reasonable efforts, working diligently in good faith, to achieve the performance goals set forth in Exhibit E, attached hereto and incorporated herein, and as annually updated by the Greater Richmond Continuum of Care (the "Performance Goals"). In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient will perform the scope of services set out in section 3 above and provide reports upon the City's request as provided in section 5 below. For the avoidance of doubt, provided that Recipient continues to perform the scope of services provided in Section 3, Recipient's failure to achieve any of the Performance Goals shall not, in and of itself, be deemed an event of default under this Contract.

5. **Reporting**. Recipient shall:

- A. Maintain detailed records regarding all expenditures of the Grant Funds

and submit required supporting documentation with all invoices.

- B. Submit to the City monthly reports for the first 3 months and quarterly reports thereafter, not later than ten (10) business days following the end of the reporting period. Reports shall include information on the following:
 - o Number of Individuals Assisted
 - o Total Individual Exits to Permanent Housing
 - o Percentage of Exits to Permanent Housing Average Stay (Number of Days)
 - o Demographics to include Age, Gender, Household Income by Federal Poverty Level, Race, Ethnicity, and the clients' last known places of residency
 - o Shelter utilization rates
 - o Employment income of eligible adults
 - o In addition, all HCIS-required data for clients assisted through the Emergency Shelter shall be entered by Recipient into the Homeward Community Information System, in compliance with federal regulations and Greater Richmond Continuum of Care requirements. All Emergency Shelter clients shall be admitted by Recipient through the Greater Richmond Continuum of Care's Coordinated Entry System, in compliance with federal regulations.

- C. Provide an annual report no later than 10 business days after July 1 of each year during the Term, for all project activities that have been completed. The Recipient shall include key performance indicators identified in Section 4 above.

- D. Complete any additional forms or reports including occasional monthly reports and provide any additional information that may be reasonably required by the City.

- E. Maintain all books, records, and other documents relating to this Contract for seven years following the expiration of this Contract.

- F. Not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information

- G. Contractually obligate all contractors or sub-contractors to abide by the same reporting requirements, as applicable.

6. Release, Indemnity, and Insurance.

- A. **Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees,

licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This Section 6.1 will survive the expiration of this Contract.

B. Indemnity. Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages, and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceedings, including any claim, action or other proceedings that is based on, arising out of, or related to (i) Recipient's breach of this Contract, (ii) the performance of any activities under this Contract; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Contract, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This Section 6.2 will survive the expiration of this Contract.

C. Insurance. The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, \$1,000,000 in auto liability, and at least \$500,000 in Worker's Compensation insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient pursuant to this Contract, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Contract. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers perform any activities contemplated by this Contract. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

7. Term.

A. Initial Term. The Term of this Contract shall begin on April 16, 2024 and expire on June 30, 2025, unless earlier terminated in accordance with its terms.

B. Extended Term. Provided Recipient is not in default under the terms of the Contract, the Term of this Contract shall be automatically extended in accordance with its terms for an additional fiscal year ending on June

30, 2026, upon satisfaction of the following (as applicable, the "Extended Term"): (i) preparation by Recipient and approval by the City no later than December 31, 2024 of a Budget for the Shelter for Fiscal Year 2026; (ii) appropriation by City Council of funds equal to or exceeding the amount of such Budget; and (iii) Performance Goals agreed to by the parties for the Extended Term.

- 8. Events of Default.** Each of the following events (hereinafter called an "Event of Default") shall be a default by Recipient hereunder:
- A. The Recipient files a voluntary petition in bankruptcy.
 - B. The Recipient fails to maintain its corporate existence.
 - C. The Recipient fails to be and remain for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of Virginia.
 - D. A default by Recipient under the Associated Agreements, following the expiration of any applicable cure period contained in such Associated Agreements.
 - E. Following notice by the City and ten (10) days opportunity to cure, if Recipient fails to perform according to this Contract. In the event that ten (10) days is insufficient for cure by Recipient, the cure period shall be extended by such reasonable time as may be agreed to by the parties in writing prior to its expiration provided that the Recipient acts with commercially reasonable diligence to effect such cure. Should the parties fail to agree on the additional time needed to allow Recipient's cure, then the cure period shall be extended to thirty (30) days from the City's notice.
- 8.1 Effect of Recipient Default.** In the case of an occurrence of an Event of Default and subject to any applicable cure period in Sections 8.D and 8.E., the City will have the right to terminate the Grant provisions of Section 2 of this Contract and upon notice to Recipient of its exercise of that right will have no further obligation relating thereto and the Recipient will no longer be eligible for any Grant payments hereunder. Notwithstanding the foregoing, the provisions of Section 8.2 below shall survive the termination of the Grant provisions of this Contract until all of the Recipient's obligations have been satisfied.
- 8.2 Repayment Obligation.** Upon notice of termination of this Contract by City or Recipient, the Recipient shall repay to the City any and all unexpended Grant Funds paid to it pursuant to this Contract as of the date upon which the Event of Default occurs within 30 day of written demand by the City to the Recipient's Point of Contact for such repayment. Such written notice shall be (i) delivered in person, (ii) sent postage prepaid by United States registered or certified mail, return receipt requested or (iii) sent by express delivery service promising next day delivery. Notwithstanding the foregoing, Recipient shall

have no obligation to repay to the City any encumbered but unexpended Grant Funds attributable to the operation of the Shelter prior to such notice of termination. For the avoidance of doubt and notwithstanding any contrary provision of this Contract, Recipient and Grant agree that Recipient shall have no obligation to perform the scope of services in Section 3 of this Contract for any period beyond which a corresponding Quarterly Payment has been appropriated by City Council and disbursed to Recipient.

9. **Subject to Appropriation.** All payments and other performances by the City under this Contract are subject to City Council approval and annual appropriations by the City Council. It is understood and agreed among the parties that the City will be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract. Under no circumstances shall the City's total liability under this Contract exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Contract. In an event of non-appropriation or in the event the City fails to make timely payment of any properly appropriated funds, the Recipient will have as its sole remedy the right to terminate this Grant Contract upon written notice to the City no later than thirty days prior to such termination.
10. **Authorization to Act.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City, respectively, under this Contract.
11. **Acknowledgement of Donation.** The Recipient shall, in conjunction with any programs, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond as a donor, contributor, or sponsor. This acknowledgment must be included in any promotional materials, brochures, publications, websites, or other visible locations referencing the project. The City has the right, upon request, to review and approve any such acknowledgment. Further, the City has the right, in its sole discretion, to require the removal of its name from any such promotional materials, brochures, publications, websites, or other visible locations referencing the project.
12. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the measures set forth in this Contract.
13. **Signature Authority.** The Recipient represents and warrants that the Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions. This Contract is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated

in all respects as having the same force and effect as original signatures.

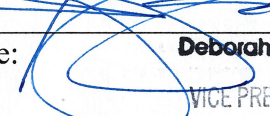
14. **Audit.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.
15. **Entire Agreement; Amendments; Assignments.** This Contract constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in no event may this Contract or any of the rights, benefits, duties, or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent either party may withhold in its sole and absolute discretion.
16. **Severability.** If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
17. **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Contract is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between the parties or as designating any party to the Contract as the agent or representative of any other party to Contract for any purpose.
18. **No Third-Party Beneficiaries.** The parties agree that (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.
19. **Limitation of Liability.** No director, officer, employee, contractor, deputy, agent or representative of either party shall be personally liable to another party to this Contract or any successor in interest under this Contract or on any obligation incurred under the terms of this Contract. This Section shall survive the expiration or earlier termination of this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) FOLLOW]

Effective as of the date first written above.

RECIPIENT:

THE SALVATION ARMY,
a Georgia not for profit corporation

By: 
Name: **Deborah Sedlar**
Its: **VICE PRESIDENT**

CITY:

The City of Richmond, Virginia,
A municipal corporation and political
subdivision of the Commonwealth of
Virginia

By: _____
J. E. Lincoln Saunders
Chief Administrative Officer

APPROVED AS TO FORM:

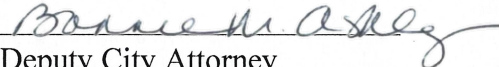

Deputy City Attorney

EXHIBIT A PAYMENT SCHEDULE

1900 CHAMBERLAYNE - THE SALVATION ARMY	<u>FY 24</u>	<u>FY 25</u>	<u>TOTAL CONTRACT</u>
Equipment/Furnishings	55,608.00		55,608.00
Building Improvements	89,600.00		89,600.00
Emergency Shelter Operations	231,854.31	1,391,908.18	1,623,762.49
Inclement Weather Shelter Operations	-	705,976.05	705,976.05
Surge Bed Operations for Extreme Weather	27,641.60	165,849.60	193,491.20
TOTAL BUDGET	404,703.91	2,263,733.83	2,668,437.74

PAYMENT SCHEDULE

<u>Payment Date (no later than)</u>	<u>Contract Period</u>	<u>Amount</u>	
April 16, 2024	4/16/2024 - 6/30/2024	404,703.91	
FY 24 TOTAL DISBURSEMENT			404,703.91
July 1, 2024	7/1/2024 - 9/30/2024	430,901.84	
October 1, 2024	10/1/2024 - 12/31/2024	615,053.06	
January 1, 2025	1/1/2025 - 3/31/2025	771,562.67	
April 1, 2025	4/1/2025 - 6/30/2025	446,216.25	
FY 25 TOTAL DISBURSEMENT			2,263,733.83
TOTAL DISBURSEMENTS			2,668,437.74

**EXHIBIT B
INITIAL BUDGET
(5 PAGES)**

GRANT CONTRACT BUDGET SUMMARY

1900 Chamberlayne City Partnership	FY2024	FY2025
Inclement Weather Shelter Operations	\$ -	\$ 705,976.05
Emergency Shelter Operations	\$ 231,854.31	\$ 1,391,908.18
Furnishings and Equipment	\$ 55,608.00	\$ -
Building Improvements	\$ 89,600.00	\$ -
Extreme Weather Surge Capacity	\$ 27,641.60	\$ 165,849.60
Fiscal Year Total	\$ 404,703.91	\$ 2,263,733.83
Fiscal Year 2024 and 2025 Total	\$2,668,437.74	

INCLEMENT WEATHER SHELTER BUDGET

(Cost assumes service 100 adults for 150 days)

FY 25

Expenditures

Personnel	\$	223,599.17
Meal service (\$20/person breakfast and dinner)	\$	300,000.00
Janitorial services	\$	10,266.67
Supplies-custodial, dining, office	\$	2,777.78
Personnel recruitment	\$	4,444.44
Mylar blankets (\$1 per blanket, discarded daily)	\$	15,000.00
Client transportation (Lyft)	\$	5,833.33
Allowance for facility damages	\$	11,111.11
subtotal lines 4-16	\$	<u>573,032.51</u>
<i>CVAC Administration 10%</i>	\$	57,303.25
subtotal	\$	<u>630,335.76</u>
<i>Mandatory 12% Support Service Fee - Divisional HQ</i>	\$	75,640.29
IWS Operating Cost lines 19+20	\$	<u>705,976.05</u>
	\$	-
<i>Admin and Support Service Total</i>	\$	132,943.54

EMERGENCY SHELTER BUDGET

(Maximum capacity of 50 single adult males)

May-June 2024

Jul 2024-Jun 2025

EXPENDITURES

Personnel	\$	70,300.10	\$	421,800.60
Food and Beverage (will seek donations)	\$	5,835.00	\$	35,000.00
Supplies-custodial, dining, office	\$	3,335.00	\$	20,000.00
Cell phone plans (3@\$70 month)	\$	420.00	\$	2,520.00
Postage	\$	50.00	\$	250.00
Property insurance	\$	3,670.00	\$	22,000.00
Building use fee (\$14/psf - \$43,000/month)	\$	86,000.00	\$	516,000.00
Utilities (\$7,000/month)	\$	14,000.00	\$	84,000.00
Building maintenance and repairs (\$1500/month)	\$	3,000.00	\$	18,000.00
Dumpster fees (\$350/month)	\$	700.00	\$	4,200.00
Furnishings and Equipment	\$	-	\$	2,025.00
Printing and Other Media Preparation	\$	300.00	\$	500.00
Salvation Army Vehicles - Fuel	\$	333.33	\$	2,000.00
Salvation Army Vehicles - Maintenance	\$	166.67	\$	1,000.00
Salvation Army Vehicles - Insurance	\$	83.33	\$	500.00
subtotal lines 4-18	\$	188,193.43	\$	1,129,795.60
<i>CVAC Administration 10%</i>	\$	18,819.34	\$	112,979.56
subtotal line	\$	207,012.78	\$	1,242,775.16
<i>Mandatory 12% Support Service Fee - Divisional HQ</i>	\$	24,841.53	\$	149,133.02
HFS Operating Cost lines 22+22	\$	231,854.31	\$	1,391,908.18
<i>Admin and Support Service Total</i>	\$	43,660.88	\$	262,112.58

EXTREME WEATHER SURGE CAPACITY BUDGET

Extreme Weather Surge Budget Per Diem	
Lead Housing Monitor \$18.00/hr x 5 monitors @ 24 hrs/day	\$2,160.00
Assistant Housing Manager \$23/hr x 1 @12 hrs/day	\$276.00
Meals - 2 meals daily @\$20/person x 100	\$2,000.00
Supplies - \$100 disposable blankets \$100 misc supplies	\$200.00
CVAC Administration 10%	\$300.00
subtotal	\$4,936.00
12% Mandatory Divisional HQ Support Service Fee	\$592.32
Extreme Weather Per Diem Total	\$5,528.32

Per Diem Budget

<u>FY 24 (5 days)</u>	<u>FY 25 (30 days)</u>
\$10,800.00	\$64,800.00
\$1,380.00	\$8,280.00
\$10,000.00	\$60,000.00
\$1,000.00	\$6,000.00
\$1,500.00	\$9,000.00
\$24,680.00	\$148,080.00
\$2,961.60	\$17,769.60
\$27,641.60	\$165,849.60

FURNITURE, EQUIPMENT AND BUILDING IMPROVEMENTS BUDGET

EMERGENCY SHELTER EQUIPMENT/FURNISHINGS	COST
Dining furniture	\$ 5,000.00
Commercial carpet cleaning equipment	\$ 3,900.00
Office furniture	\$ 5,500.00
Desktop workstations (3@\$1500/unit) (HFS)	\$ 4,500.00
Bed frames, mattresses (50@\$200/unit) (HFS)	\$ 10,000.00
Linens (HFS)	\$ 2,000.00
Personal lockers (HFS)	\$ 8,750.00
Outfitting for two TV rooms (HFS)	\$ 1,500.00
Food service appliances, equipment, and cookware (HFS)	\$ 8,500.00
subtotal	\$ 49,650.00
<i>12% Support Service Fee - Salvation Army Divisional HQ</i>	<i>\$ 5,958.00</i>
ES Equipment/Furnishings Cost	\$ 55,608.00
EMERGENCY SHELTER BUILDING IMPROVEMENTS	COST
Bathroom and Showers (HFS)	\$ 65,000.00
Remodel for dining and meal prep (HFS)	\$ 15,000.00
subtotal	\$ 80,000.00
<i>12% Support Service Fee - Salvation Army Divisional HQ</i>	<i>\$ 9,600.00</i>
ES Building Improvements Cost	\$ 89,600.00
Total All Equipment, Furnishings, and Improvements	\$ 145,208.00



EXHIBIT C

THE SALVATION ARMY RICHMOND, VA. EMERGENCY SHELTER Policies & Procedures 2023

Purpose and Philosophy of Care

The Salvation Army believes that all people are created in the image of God and have inherent value. Our aim is to express God's love by providing a safe place for people to shelter during their time of need.

Mission

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

Shelter Description

The Richmond Salvation Army Emergency Shelter is a 24/7/365 facility that provides interim housing for individual and families experiencing homelessness. The Men's Shelter and Family Shelter are residential facilities for Single Men and Families experiencing homelessness. Shelter residents might be transient, seasonally/chronically homeless or facing a housing crisis brought on by such events as job loss, dislocation, non-residency, or family disruption.

Case managers or caseworkers assist residents in finding permanent housing and setting goals aimed at self-sufficiency. Community partnerships extend opportunities to improve life skills while pursuing emotional, physical, and spiritual health in a safe and compassionate environment.

Length of stay

The Salvation Army strives to place resident into permanent housing in 45 days or less. Continuation beyond that period may be granted when the resident is making good faith attempts to self-resolve their housing crisis with the assistance of The Salvation Army.

Resident Intake and Orientation

Residents enter The Salvation Army emergency shelter only by referral from the Greater Richmond Continuum of Care Coordinated Entry System. To be eligible for Salvation Army shelter services, persons experiencing homelessness must be 18 or older unless accompanied by a legal guardian, not under the influence of drugs or alcohol on the day they seek entry, and not a registered sex offender. The applicant must be physically able to walk one set of stairs without human assistance.

Intake Procedure

On shelter intake day, individuals are informed of the purpose and services of The Salvation Army. Individuals are informed that services are voluntary. The following intake steps are following on the day of entry.

- Verify identity and eligibility of the individual.
- Verify the applicant has not been previously barred from the Salvation Army shelter.
- Inquire about medications prescribed to the individual.
- Provide a copy of the Individual Intake Packet.

-
- Create an individual case file.
 - Ask if the person has any weapons or tools in their possession.
 - Assign a room or bed.
 - Assign a parking pass if applicable.
 - Explain services and answer questions the applicant might have about the program.

Shelter Orientation Procedure

1. Identify and introduce the caseworker and their role.
2. Review the resident handbook explaining shelter rules and rights of residents.
3. Provision of a Housing Plan and explanation of it.
4. A brief search of belongings for pests, illegal, or potentially dangerous items.
5. A tour of shelter facilities to include an overview of the laundry, and the in/out logbook.

Case Management

Case management is an integral part of Homeless Shelter services. The primary role of the case manager or caseworker is to help residents find permanent affordable housing. In the process of doing so, resident voluntarily cooperate with the caseworker to establish goals for housing other means to remain stably housed and out of crisis. Caseworkers identify resident's barriers to housing is offered and work with them to remove or lessen the severity of those barriers. Referrals are made to valuable community resources.

Meeting with the caseworker is always optional. However, a resident's refusal to take an active and participatory role in creating a housing plan will shorten their length of stay.

The Caseworker will utilize the following in their casework:

- Case meeting notes
- Staff logbook
- Homeless Management Information System

Child Safety

Resident parents/guardians are solely responsible for the care and supervision of their children. Children must always be accompanied by a parent/guardian when on shelter property.

Shelter staff are briefed in The Salvation Army's Safe from Harm child safety program and agree to adhere to all program rules for staff/child interaction. Concerns of abuse and neglect should be reported immediately to the Shelter Manager and Executive Director of Program Services. The manager will use the Virginia State Child Abuse hotline (804) 786-8536.

Individual Rights and Responsibilities

The Salvation Army respects the rights and dignity of the people it serves and treats them in a non-coercive manner. Shelter expectations are in place to facilitate a respectful living space and workplace. The Individual Rights and Responsibilities establishes the rights of individuals accessing services at the Homeless Shelter. Residents have the right:

- To be treated with courtesy and respect and to be free from mental and physical abuse.
- To be treated in a manner that respects their dignity, privacy and autonomy.
- To be fully informed about individual services provided to them and to be told who will be providing the individual services.
- To give or refuse consent to the provision of any community service.
- To raise concerns or recommend changes in connection with the services provided and in connection with policies and decisions that affect their interests.
- To expect all communication and records pertaining to their service to be treated as confidential and protected. Information may be released to other professionals and agencies only with written resident permission.

Emotional and Spiritual Care

The Salvation Army is a Christian church. Religious participation is optional and does not affect an individual's ability or right to receive emergency shelter or any other Salvation Army service. The shelter caseworker will assess individual interest or desire for worship services, religious instruction, or pastoral support. Appropriate referral will be made.

Shelter Exits

When service is terminated, whether voluntarily or involuntarily, employees will follow an orderly and respectful process. Discharge may occur when the individual:

- Achieves his or her goals and is ready to discontinue service.
- Reaches their stay limit.
- No longer wishes to reside at the shelter and receive services.
- Refuses to adhere shelter guidelines.
- Has needs that exceed the resources and expertise of the program
- An absence of three days or more without prior approval. Documentation that substantiates extenuating factors such as employment, death of a family member and health related treatment (hospitalization, emergency department visit, etc.) will be considered if an absence of three days or more occurs without prior approval.

Discharge checklist

As a resident prepares for discharge shelter staff should use the following checklist—as circumstances allow—to ensure an orderly and comprehensive discharge and file closing process:

-
- Wrap up case management with individual and enter a closing summary in the individual file within five days of discharge
 - Complete a discharge/ aftercare plan with the individual to include appropriate referrals where external after care is needed
 - Have the individual complete an Individual Exit form prior to leaving
 - Record the reason for discharge in the individual file
 - Ensure all personal property is returned to the individual
 - Provide relevant agency referrals

Involuntary Discharge

In some cases, it will be necessary to require a resident of the shelter to be discharged on an involuntary Homeless basis. The Shelter Manager and the Executive Director of Program Service must approve the decision to ask an individual to leave. Case managers will link the individual to other appropriate services prior to leaving the shelter where possible. Staff should remain non-judgmental and be honest and clear about why they are being asked to leave.

Medication

Residents are asked for a list of prescribed medications at intake. Individuals are to relinquish all prescription drugs for safe storage and use while at the shelter. Residents are responsible to administer their own medications as directed by a health professional. The following procedure is intended to provide a safe and consistent approach to medication storage.

Procedure

- Medications will be in either a vial or prescription bottle, properly labelled with the individual's name, pharmacy, and physician.
- A refrigerator is available for the storage of medications that require refrigeration.
- Medications for a shelter individual will be returned to the pharmacy marked "for disposal" when an individual has been absent ~~not booked into the shelter~~ for a period of one week and has not returned for their medications.
- If an individual notices errors to the prescription bottle, the bottle should be returned to the pharmacy immediately.

Substance Abuse

The shelter is a drug-free and dry environment. However, The Salvation Army will not actively seek out those who use substances off campus if their behavior is safe while in the shelter.

- Individuals are asked to commit to remaining drug and alcohol free during their stay at the shelter
- Prescribed medications are stored by staff in a safe and secure location.
- If a resident has a history of substance use, the caseworker will encourage active participation in support groups

Weapons

Weapons will not be accepted for check-in or allowed in the facility. Attempts to bring weapons into the facility will result in an immediate denial of service.

Resident Violent and Aggressive Behavior

The Salvation Army has a zero tolerance for violent, threatening, or aggressive behavior. Such behavior is defined as physical or verbal actions that result physical injury to other persons or that others feel intimidated, unsafe, threatened, or harassed. An individual may be required to leave the shelter, depending upon the severity and (or) frequency of this behavior.

Factors caseworker should consider when evaluating occurrences of violent or threatening behavior include:

- The body language of the perpetrator
- Understanding the known background of the perpetrator such as past trauma, mental illness, drug or alcohol use
- Their own capacity for handling the situation their limits, triggers, or tendency to under- or over-react in managing conflict.

Several processes are in place to promote staff and individual safety. These include:

- Incident Report Forms.
- Staff log to track important issues, trends, and individual history.
- The discussion of safety issues as a regular component of team meetings.
- Regular checks on the environment (e.g., office layout and property security checks).
- Staff orientation.
- The implementation of de-escalation techniques.

Resident Grievance Procedure

Shelter residents have the right and means to express concerns and complaints. Staff have the duty to listen to and consider what is being said and respond to the individual, following prescribed steps.

Privacy and Confidentiality

The Salvation Army values and protects confidentiality of individual information. For the shelter to be effective, individuals must have confidence that information they provide will be safeguarded appropriately. Social Service department employees are required to sign The Salvation Army Acknowledgment of Confidentiality and Security Agreement.

Procedure

Shelter Staff

- All discussion about individuals, individual case records and other material containing information about individuals should be treated as confidential.
- Inform individuals that concerns or questions on why their personal information is being recorded or what is done with it can be directed to their case manager or the Shelter Program Manager.
- Keep individual files secure and locked.
- Limit access to individual files authorized persons; and,
- Do not leave individuals or other people unattended with confidential material
- Staff and residents cannot confirm a resident's presence at the shelter. Information about another resident should not be given out to anyone. Questions and concerns regarding an individual's stay at the shelter should be referred to the Case Manager or Shelter Manager.

Access to Individual Files

Access to individual files is only permitted to appropriate, authorized persons. These include individuals, parent or legal guardians of Minors, employees authorized to see specific information on a "need-to-know" basis, and others outside the shelter whose access is permitted by law.

All shelter staff are required to take a basic HIPAA training course. Shelter staff agree to abide by Salvation Army HIPAA Confidentiality and Security guidelines.

The Homeless Shelter protects the confidentiality of individual and business data by maintaining computer security. Information handled by computer systems must be protected against unauthorized access, modification, disclosure, or destruction. Fulfillment of security responsibilities is mandatory, and violations of security requirements may be cause for disciplinary action, up to and including dismissal.

Critical Incident Reporting

All critical incidents must be documented. These include, but are not limited to, incidents where The Salvation Army has been exposed to potential liability, where outside intervention has been sought, (police, fire, Homeless services, etc.), and or an act of physical violence has occurred or been threatened.

Procedure

1. Inform the Shelter Manager as soon as possible. Complete the Incident Report Form in as much detail as possible. Stick to fact-based information and stay away from judgments and opinions. Provide the form to the manager and debrief the worker following your shift on the incident. Note the incident report in the staff log.
2. The shelter manager will debrief with the staff member reporting the incident within two days where possible.

Building Security

Environment Security Checks

Shelter staff perform regular security checks throughout the shelter during the evening and early morning hours and record the checks in the staff logbook. The front lobby door is locked between 11PM and 7 AM.

Review of security cameras and security walkthroughs are conducted at random between the hours of 8:00 pm and 5:30 am in the following areas:

- Kitchen - *Verify outside door is locked and equipment is off and outside door is locked.*
- Food Pantry
- Administrative offices are locked.
- Parking lot- is anyone sleeping in their car?

Shelter Kitchen

The shelter kitchen doors should be locked except during mealtimes. The kitchen is open to residents only during mealtimes. Only staff, approved volunteers and approved volunteer-residents are allowed in the kitchen outside of mealtimes.

Resident Vehicles

Vehicles owned or used by residents must be registered by a shelter staff member at intake and provided a parking pass. The Salvation Army is not responsible for theft or damage to the vehicle parked in the Parking lot.

Visitors

To maintain safety and privacy, outside visitors are not permitted in the shelter. Residents should arrange to meet visitors off Salvation Army property.

Resident Personal Belongings

Personal belongings are searched upon intake into the shelter to evaluate for pests, or inappropriate, illegal, or potentially dangerous items. To promote a safe and healthy environment, The Salvation Army reserves the right to search belongings throughout a resident's stay as deemed necessary. The discovery of illegal items such as weapons, alcohol or drugs will result in immediate discharge.

The Salvation Army is not responsible for the safe keeping of personal items during a resident's stay at the shelter. Item of value should be kept locked in the assigned locker along with medication.

First Aid

Injuries and Homeless medical concerns should be reported to the shelter staff on duty right away. Residents are responsible for assessing their own medical needs and administering First Aid to themselves and their children as needed. Shelter staff may call 911 if requested by a resident or as they deem necessary. The manager will be notified immediately before or after all 911 calls.

First Aid kits and manuals are readily available in designated places. The list of contents for the First Aid kit is kept in or attached to the First Aid kit.

First Aid kits are in the following areas:

- Shelter kitchen
- Receptionist Desk

If an injury requiring First Aid occurs, employees should:

- Immediately provide the resident with a First Aid kit to self-administer as needed
- Record all incidents requiring First Aid in the staff log

Individual Death Procedure

Procedure

In case of individual death staff should:

- Call 911.
- DO NOT move the individual or touch anything in the vicinity of the body.
- Call the Shelter Manager.
- The Shelter Manager will notify the Executive Director of Program Services
- The Shelter Manager will initiate incident debriefing for staff and individuals within 24 hours
- Staff and management will cooperate with local authorities in providing the circumstances of the death if that information is available

Infectious Diseases

With the help of staff and the cooperation of residents, a concerted effort is made to provide a safe environment which is conducive to the health and safety of everyone.

Procedure Preventative measures

- If there is a need for medical care, the individual will be referred to other resources such as the local medical hospital. The Salvation Army may require a medical evaluation for guidance in addressing appropriate community living arrangements.

-
- Any individual who has a known infectious disease will not be allowed to participate in the preparation or serving of food, the handling of dishes or utensils. (Washing of hands and wearing of gloves and head covering is required of individuals assisting with food handling).
 - HIV/Hepatitis Measures: In the event of an HIV, AIDS or Hepatitis challenged resident, as with any other resident, universal precautions apply. Gloves should be used during cleaning of jointly used bathrooms, or in any cleaning situation during which an individual could encounter body fluids. Should any staff or resident come into unprotected contact with body fluids, please report the incident to the staff. An incident report will be completed, and the Shelter Manager will be notified.

Procedure for an Outbreak

- Notify individuals and post signs.
- Extra hand sanitizer will be left at the front desk to ensure an adequate supply is available to everyone.
- The following contact surfaces are to be cleaned with a bleach solution of 1:10 strength, including:
 - All doorknobs, phone keypads and mouth pieces
 - Toilet seats and flush handles
 - All taps and areas around sinks
 - Beverage container taps and condiments or food containers
 - Cleaning is to be done as often as possible especially during times when people are using common areas.
 - All individuals and staff are to wash their hands before eating.
 - Dining areas are to be cleaned between sittings with a bleach solution; consider closing the dining area between meals.
 - Kitchen staff and volunteers should not enter the kitchen when ill
 - Deliver food to individuals if a quarantine is established.
 - Monitor/coordinate movement of individuals in and out of quarantine areas.
 - Document and discuss the situation at each shift and update the Shelter Manager

Pest Control

The Salvation Army Homeless shelter is committed to maintaining a pest free environment. The shelter will exterminate for pests monthly to ensure a clean and healthy environment. If pests are reported or discovered, the following control procedures will be initiated as promptly as possible.

Procedure

Lice

Lice are small insects that feed on human blood and lay their eggs on body hairs, or on clothing fibers. Bites cause a mild irritation and a purplish spot.

- To control the spread of lice, individuals should be directed to avoid sharing hats, helmets, brushes, combs, towels, and linens etc.
- When lice are detected on a resident, request the individual to remove all items of clothing and bedding, and wash separately in hot water and dry in a hot dryer.
- Provide the individual with fresh bedding.
- Recommend treatment with non-prescription shampoo/medication as per directions on the packaging.
- Instruct the individual's room to be cleaned by thoroughly wiping all surfaces and mopping the floor.
- Notify other shelter staff.

Scabies

Scabies is a skin condition caused by microscopic mites that burrow under the skin typically causing itchiness and inflammation.

- When scabies are detected on an individual, request the individual to remove all items of clothing and bedding, and wash separately in hot water and dry in a hot dryer.
- Provide the individual with fresh bedding.
- Recommend treatment with non-prescription shampoo/medication as per directions on the packaging. Recommend that the resident should seek medical advice.
- Notify other shelter staff

Bed Bugs

Bed bugs are parasitic reddish-brown, oval, flattened insects about a quarter of an inch long that feed on human blood. Their bites typically produce itchy bumps.

- When bed bugs are detected in the Shelter the following procedure is to be followed:
- Clothes and linens to be laundered may be removed in sealed plastic bags and washed in hot water and dried on the hottest setting of the dryer.
- Small non washable items are to be put in a freezer for a period of 48 hours to kill eggs.
- All discarded clothing or other materials should be enclosed in plastic bags and marked "bed bug infested" for disposal.
- If the process above does not work, contact a licensed Pest Control Company to eradicate the bed bugs.
- Follow the Pest Control Company's instructions for how to prepare the shelter for bedbug treatment.

Housekeeping, Hygiene & Hazardous Materials

Maintaining a hygienic and sanitary environment is important for the well-being of individuals and staff. The Shelter maintains a consistent and high standard of housekeeping.

Procedure

- Beds should be made daily and personal belongings kept neat and in order.
- No food or drinks, apart from water, are allowed in living areas. Outside food and drinks must be consumed in the dining area.
- To prevent cross-contamination, individuals are required to store personal toiletries in when not in use. Individuals are assigned a set of linens at intake for their use while in the shelter. The individual is responsible for washing their linens. At discharge, residents are welcomed to take their assigned linens.

Laundry facilities

Residents may sign up for a time to use the laundry facilities. Laundry should be completed between 7 AM and 9 PM. It is the responsibility of each family to assure they have clean linens and clothes. Shelter bedding is to be washed by overnight staff and restocked in the linen closet.

Smoking

Smoking is only permitted in the outside designated resident smoking area. Cigarette butts should be placed in the proper receptacle.

Emergency Evacuation Plans

The following evacuation plans are in place to provide critical guidance should situation occur in the shelter that requires occupants to exit the building.

In Case of Fire

- Pull the fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.
- Do not attempt to extinguish a fire yourself.
- In the event of a fire, all individuals, staff, and visitors to immediately evacuate the shelter. Exit the building by the closest posted exit route and report to the parking lot on the northeast corner of Adams and Grace Street (beside the police station). Wait until a head count has been completed and information is provided that the building is safe to re-enter.
- Staff should collect the daily log, the visitor book and admission log as well as the extra staff keys if time allows.
- Confirm that all known individuals, staff, and visitors have evacuated the building.
- When the Fire Department arrives, speak to the officer in charge.
- Contact the Shelter Manager or Executive Director of Program Services.
- If the weather is inclement and if the evacuation will not be short, management should contact other agencies and churches in the community, inform them of the situation and ask for assistance in providing temporary shelter for the individuals.

Fire Extinguishers

Fire extinguishers strategically located throughout the facility.

Fire Exit Procedures

The fire exit procedures for individuals are posted visibly in each room, and are as follows:

When a fire alarm sounds, you will need to ...

- Remain calm
- Stop what you are doing and gather your children (if applicable)
- If coming from a private room, touch back of hand to the door, if the door is cool, open it a crack; if you do not smell smoke, open the door, and leave.
- If the door is hot, DO NOT OPEN IT – leave the room through the window. If necessary, use a chair to break the window.
- Exit the building by the closest posted exit route.
- Be alert and prepared to respond to staff calling roll call
- Do not re-enter the building under any circumstance until staff announces all clear

Guidelines for Emergency Shelters on Service/Emotional Support Animals

Fair Housing Act (FHA): Title VIII of the Civil Rights Act of 1968, prohibits discrimination based on race, color, religion, gender, national origin, disability, familial status in residential housing transactions. Requires housing providers make reasonable accommodations and modifications for people with disabilities.

Americans with Disabilities Act (ADA): prohibits discrimination based on disability. Requires state and local governments, public accommodations, and commercial facilities to make reasonable accommodations for people with disabilities.

Person or Individual with a Disability: A person who has a sensory, physical or mental impairment that limits one or more major life activities, including but not limited to walking, talking, seeing, breathing, hearing, or living independently.

Pet: A domesticated animal kept for pleasure or companionship. Pets are not considered service or emotional support animals.

Service Animal: Recognized under ADA and FHA. Any dog that has been individually trained to do work for or perform tasks for the benefit of a qualified person with a disability. A service animal is not a pet.

Emotional Support Animal: Only recognized under FHA. An animal that helps an individual with psychiatric disabilities manage or alleviate the symptoms of those disabilities, by providing therapeutic nurture, comfort and support. Emotional support animals are not required to have specialized training.

Non-Discrimination

The Salvation Army certifies and agrees that The Salvation Army, its affiliates, subsidiaries, or holding companies, shall not discriminate or treat unequally or unfairly in the delivery of services any person because of race, religion, ancestry, national origin, sexual orientation, or sex; and will comply with all federal, state and local anti-discrimination laws.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures



DOING THE
MOST GOOD™

The Salvation Army Central Virginia Area Command

Purpose and Philosophy of Care

The Salvation Army believes that all people are created in the image of God and have inherent value. Our aim is to witness God's love by providing a safe place for people to shelter during their time of need.

Mission

The Salvation Army, an international movement, is an evangelical part of the universal Christian Church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

Inclement Weather Shelter Purpose

The Salvation Army inclement weather shelter (IWS) provides safe refuge from extreme weather for persons experiencing homelessness, who are sleeping outside, in a car, or someplace not meant for human habitation. The IWS is an overnight or day shelter depending upon outside temperatures. It is located at 1900 Chamberlayne Avenue in the City of Richmond. Persons must be at least 18 years old or older and unaccompanied by minors to enter the shelter.

These Policies and Procedures are in place to cultivate a respectful, safe environment for all shelter guests and staff supporting the shelter. Salvation Army personnel shall be informed and trained of these Policies and Procedures as to when and how to implement them to the best of their ability.

HOURS OF OPERATION:

December 1-April 15, the IWS is open daily from 5:00 pm to 8:00 am. Entrance shall be at the rear door facing Sledd Street. Participants may not enter the building before 5:00 pm and must exit no later than 8:00 am the following day unless temperatures are expected to remain at or below 40 degrees during which case the shelter will remain open. To be respectful of surrounding businesses, The Salvation Army shall direct all participants to arrive at the facility no earlier than 4:00 pm, to gather and queue in the back parking lot close to the entrance, and to not loiter in the parking lot or on any business property after exiting the IWS. The IWS reserves the right to amend pre-opening policies as needed to ensure the safety of guests and respect for surrounding business. The IWS will observe quiet hours between 10:00 pm-6:00 am.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures

INTAKE AND ORIENTATION:

Salvation Army will adhere to the following intake and orientation procedures:

- Intake: Intake takes place at 5:00 pm and concludes by 9:00 pm. Persons arriving after 9:00 pm will be accommodated as space allows. Persons that need to leave for work after intake will be allowed to return at the conclusion of their shift.
- Homeward Community Information System (HCIS): Shelter Staff will collect and enter client demographic data into HCIS.
- Medications: Shelter Staff will inquire about medications prescribed to shelter guests to ensure that medicine is stored properly and shelter guests remember to take their medication at the prescribed times. Shelter Staff will not distribute or administer medication. Additionally, Shelter Staff will instruct guests to immediately report an injury or medical emergency to shelter personnel so that they may receive an appropriate level of medical care.
- Wake-Up: Shelter staff will wake up all shelter guests by 6:45 am for breakfast. Additional wake-up calls will be made by shelter staff for shelter guests that need to depart the shelter for work. Shelter Staff will inquire about work schedules during intake.
- Weapons and Illegal Substances: Shelter staff will confirm shelter guests do not have any weapons or illegal substances in their possession as they enter the shelter.
- Space Assignments: Shelter Staff will assign a cot to each shelter guest.
- Explain services, house rules, and answer questions the person might have.

BELONGINGS:

Generally speaking, guests may bring up to 2 bags of belongings into the IWS. Belongings may not be stored in the building or on the property during the day. Items left behind will be discarded. The Salvation Army is not responsible for any loss, theft, or damage of anyone's personal belongings.

CELLPHONE USAGE:

Cell phones must be silenced or placed on vibrate while in the shelter. Earpieces or headphones must be worn by shelter guests while cell phones are in use. Cell phone use is not allowed during quiet hours (10:00 pm - 6:00 am).

QUIET HOURS:

Quiet Hours begin nightly at 10:00 pm and end each morning at 6:00 am. Periodic 10-minute smoke breaks will be scheduled between 7:00 and 10:00 PM and at 7:00 AM in the courtyard area. Participants that leave the shelter after curfew will not be allowed to return that night unless they are leaving for employment purposes. Proof of employment must be provided. Participants found in other parts of the property or in off-limits areas of the shelter may be asked to leave.

MEALS:

Dinner is served 6:00 pm - 8:00 pm. Breakfast is served 6:30 am - 7:30 am. Meals must be eaten in the dining area only. No eating is allowed in the sleeping area.

SMOKING:

Smoking and vaping indoors is strictly prohibited and will only be allowed in designated areas exterior to the building. Cigarette butts must be placed in the identified ash urns.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures

INTOXICATION:

If under the influence of drugs or alcohol, guests must be able to care for themselves and act respectfully. If unable to do so, participants will have the option to call emergency services or exit the shelter. The consumption of illegal drugs and alcohol in or around the premises of the shelter is strictly prohibited. Guests will be asked to leave if they engage in such conduct and law enforcement may be engaged accordingly.

PRESCRIPTION DRUGS:

Prescription drugs must be used as prescribed and not shared with or sold to other participants. If prescription drugs require refrigeration, this should be indicated to shelter staff during intake.

ANIMALS:

Pets are not allowed in the shelter. Service dogs only are allowed but they need to be kenneled or crated inside the building when not in service. The Salvation Army has animal crates to use.

Zero Tolerance Policies

Violation of the following rules for safe conduct and respectful behavior might result in immediate shelter dismissal and possibly a temporary or permanent ban from the shelter. The Salvation Army will immediately call City of Richmond police to report a crime, illegal activity and imminent threats of harm to others.

1. **INTIMIDATING/THREATENING BEHAVIOR:** No physical or verbal threatening or intimidating of shelter participants, Salvation Army personnel, or service providers security. This includes getting into personal space, yelling, making targeted comments, or throwing/knocking over objects.
2. **WEAPONS:** No weapons of any kind are allowed in the shelter. If an item can be used as a weapon, such as a box cutter or pocketknife, it must be surrendered at the door to shelter staff for the night.
3. **HARASSMENT AND/OR ABUSIVE LANGUAGE:** Using threatening or abusive language will not be tolerated. No racial slurs, sexual slurs, sexual harassment, or any other intimidation.
4. **SUBSTANCE USE ON SITE:** Use or open possession of alcohol, cannabis, or narcotics at the shelter.
5. **THEFT OR DESTRUCTION OF PROPERTY:** Stealing or intentionally destroying property belonging to The Salvation Army or shelter guests, including cell phones, cars in the parking lot, computers, and cots.
6. **SEXUAL ACTIVITY:** Engaging in any form of sexual activity.
7. **SOLICITING NEIGHBORS/STAFF:** Any form of nuisance solicitation is prohibited.
8. **RECORDING/PHOTOGRAPHING OTHERS WITHOUT CONSENT:** No participant, staff, or any visitor to the shelter may take photos, videos, and/or recordings of others without their consent.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures

Guest Rights and Responsibilities

The Salvation Army respects the rights and dignity of the people it serves and will treat them in a non-coercive manner. Shelter guests have the right:

- To be treated in a manner that respects their dignity, privacy and autonomy.
- To give or refuse consent to the provision of any community service.
- To raise concerns or recommend changes in connection with IWS services.
- To expect The Salvation Army and its vendors to protect the confidentiality of all records pertaining to their shelter stay.
- To have access to services regardless of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability.

The Salvation Army will make reasonable accommodations for guests with a documented disability to the fullest extent possible.

The Salvation Army reserves the right to search a person's personal belongings as deemed necessary to promote a safe, healthy environment.

The Salvation Army is not responsible for the safe keeping of personal items during a client's stay in the IWS.

Guest Grievance Process

Guest Grievance Process: If you believe that your rights have been violated, you may file a grievance. The grievance procedure involves the steps described below.

A guest who believes that his or her stated rights as an Inclement Weather Shelter guest have been violated may submit a complaint in writing to the Shelter Manager. The written complaint must state the right that has been violated and an explanation of the circumstances involved including the names of staff members or other guests involved in the situation. Accommodations will be made for those who are unable to write.

The Shelter Manager will meet with the guest as soon as possible upon receiving the written complaint. During this initial meeting, the Shelter Manager will ask for information about the situation and discuss the guest's concerns. If necessary, he/she will meet with the guest and all involved parties. As soon as reasonably possible following the initial meeting, the Shelter Manager will respond to the client indicating that a violation of the client's stated rights did or did not occur. Upon receipt of response, the guest has the option of concluding the grievance process or proceeding to the next step – an appeal of the decision. If the guest chooses to appeal the Manager's decision, the guest may submit the appeal in writing to The Salvation Army Executive Director within five (5) days of receiving the Shelter Manager's response. The Executive Director will review the grievance and the guest's appeal of the decision and respond within seven (7) working days of receiving the appeal. The Executive Director or designee may convene a review panel to consider the grievance, the Manager's response, and the resident's appeal of the original response in order to determine the appeal outcome. The decision of the Executive Director is final. In the case the grievance involves the Shelter Manager; the grievance should be submitted directly to the Executive Director to start the process and the above steps will convene. The decision of the Executive Director or his/her designee is final.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures

Public Health, Medical and Fire Emergencies

In addition to policies outlined here, the Inclement Weather Shelter shall meet, as applicable, the minimum local, state, and federal government safety, sanitation, accessibility, and privacy standards. The Salvation Army may also establish standards that exceed or add to these minimum standards. Injuries and medical concerns should be immediately reported to the shelter staff.

STOP THE SPREAD:

Shelter guests and shelter staff are encouraged to wear face masks throughout the shelter. The Salvation Army will provide face masks, hand sanitizer, and other supplies to ensure common areas remain clean and sanitary for both shelter guests and shelter staff.

There will be within the IWS a quarantine area for shelter guests exhibiting symptoms of an infectious and/or respiratory disease such as COVID, Flu, or RSV. In those instances, The Salvation Army will confer with its public health partners to access proper healthcare for those individuals and prevent infectious disease spread to other shelter guests.

FIRST AID/MEDICAL EMERGENCIES:

Shelter staff will only provide basic first aid such as band aids to shelter guests. Shelter staff will call 911 to report all known or suspected medical emergencies.

Shelter guests are also responsible for assessing their own medical needs. First Aid kits will be readily available in designated places. If a minor injury to a shelter guest requires First Aid, shelter staff shall:

- Immediately provide the shelter guest with a First Aid kit to self-administer as needed.
- Record all incidents requiring First Aid in the staff log.
- Follow up with the shelter guest to ensure their minor injury has been properly addressed and no further assistance is needed.

City of Richmond emergency responders shall train Salvation Army personnel how to respond to medical and fire emergencies, with the well-being and safety of shelter guests and personnel as the goal.

Daily Planet Health Services mobile health unit will make regular visits to the IWS to provide medical support to shelter guests.

In the event of an individual death, Salvation Army personnel shall immediately call 911 and cooperate with local authorities investigating the circumstances of the death.

FIRE EMERGENCIES

The Salvation Army IWS building has an automatic smoke and fire detection and alarm system. Building evacuation and exit routes are plainly posted in multiple locations and this information will be reviewed with shelter guests daily to ensure their safety and security. Fire extinguishers are also strategically located throughout the facility.

City of Richmond Fire and Emergency Services shall assist in training Salvation Army personnel how to respond safely and quickly in the event of a fire, including how to manually activate a building fire alarm and to carry out an emergency evacuation plan of shelter guests occupying the building.

EXHIBIT C

Inclement Weather Shelter Policies and Procedures

Incident Reporting

In the event of a serious incident impacting upon the safety and well-being of any guest or member of the IWS staff, including, but not limited to, deaths by unnatural causes or suicides, life-threatening injuries including drug overdoses, assaults, rapes, sexual assaults, or attempted rapes or sexual assaults, arrests for alleged child abuse, fires, disasters, or other events that cause evacuation of the building or injury to shelter residents, heating, water, electrical failure that is more than four hours in duration, discovery of any environmental hazard, such as lead paint or asbestos, that threatens resident health or well-being, domestic violence that results in injury of one or more residents, criminal activity on the part of emergency shelter staff, or any misconduct on the part of emergency shelter staff that results in harm to the residents or other staff members, unless otherwise directed, The Salvation Army shall immediately report the serious incident to the City of Richmond by e-mail or telephone.

The Salvation Army will maintain a chronological record of serious incidents of the type described in this section using the incident report form. In the case of injury, The Salvation Army will include a written statement of the resident's version of the events leading to an accident or incident involving such resident on all Incident reports unless the resident objects. Where a security incident has been reported, the City may take additional security measures.

Non-Discrimination

The Salvation Army certifies and agrees that The Salvation Army, its affiliates, subsidiaries, or holding companies, shall not discriminate or treat unequally or unfairly in the delivery of services any person because of race, religion, ancestry, national origin, sexual orientation, or sex; and will comply with all federal, state and local anti-discrimination laws.

EXHIBIT D

Greater Richmond Continuum of Care Standards for Emergency Shelter Programs March 2022

Introduction

The Greater Richmond Continuum of Care (GRCoC) has developed the following standards for partner agencies providing Emergency Shelters. These standards were created in collaboration with individuals from partner agencies including CARITAS, Daily Planet, Hanover Safe Place, HomeAgain, Housing Families First, Salvation Army, and YWCA. These standards were originally developed in April 2016 and revised in June 2022. They were reviewed by the GRCoC System Policy and Process (SPP) Committee and approved by the GRCoC Board. SPP reviews Program Standards every two years to ensure they are current with community needs and priorities. These standards will serve as the guiding principles for all Emergency Shelters, regardless of their funding sources. Each Emergency Shelter provider must maintain compliance with their grant funder requirements.

Description

Emergency Shelter is defined by the U.S. Department of Housing and Urban Development (HUD) in 24

C.F.R. § 576.2 (2012) as any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Emergency Shelters provide emergency housing to deal with an individual's or family's immediate housing crisis.

Assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and with few to no barriers. According to the National Alliance to End Homelessness, low-barrier shelters embrace a housing-first approach so that anyone experiencing homelessness can access shelter without prerequisites, maintain a low-barrier environment that does not require sobriety, income, or other factors that would make it difficult to enter or stay in shelter, and uphold housing and safety - focused expectations that center on keeping guests, staff and visitors safe. The resources and services provided are typically tailored to the unique needs of the individual or family.

Emergency Shelters exist for both single adults and families. Single adult shelters serve individuals age 18 years and over. Family shelters serve one or more adults who are accompanied by one or more children under the age of 18. Emergency Shelters may also serve a specific target population such as single adult men, single adult women, those with medical vulnerability and victims of sexual and domestic violence. All individuals and families, regardless of the type of shelter, must meet HUD's definition of homelessness (see Eligibility Criteria section below).

Eligibility Criteria

In order to be eligible for Emergency Shelter, individuals and families must meet specific definitions of homelessness as defined by HUD under 24 C.F.R. § 576.2 (2012). Specifically, individuals and families must meet one of the following three homeless definitions:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by

- charitable organizations or by federal, state, or local government programs for low-income individuals); or
- iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - ii. No subsequent residence has been identified; and
 - iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing; or
- (3) Any individual or family who:
- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - ii. Has no other residence; and
 - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Emergency Shelters should have minimal screening criteria, providing housing and services regardless of perceived or actual barriers (i.e. substance use, no or low income, domestic violence history, sexual orientation, gender identity or expression, previous declines of services, mental health, and criminal record) and limited to only that screening criteria required by funding contracts. Emergency Shelters may not establish additional eligibility requirements beyond those specified in the GRCoC Coordinated Entry System Policies and Procedures and those required by other funders, including documentation, income, and/or employment. Domestic violence programs may include additional guidelines that participants have had an experience of domestic or sexual violence in order to access emergency shelter.

Determination of Eligibility

Clients will be referred from the coordinated entry system of the Greater Richmond Continuum of Care (GR CoC). For all assistance, an initial evaluation to determine need, program eligibility, and priority level of individuals and/or families will be conducted by the Homeless Connection Line. Coordination of services to victims of sexual and domestic violence is done through the Regional EmpowerNET Hotline.

Emergency Shelter Services

The primary services provided by Emergency Shelters are listed below. It is not required that a single entity provide all services nor that a household utilize all services available. Emergency Shelter services should be based on the following core principles: housing first approach and client-driven collaboration. Specific services provided by Emergency Shelter programs must be in compliance with grant funding, health, and safety requirements.

Each Emergency Shelter must demonstrate that clients have access to each of the following services via formal or informal methods:

- Safe physical environment
- Access to food
- Access to housing-focused case management

- Housing stability plan
- Housing-barrier assessments
- Linkages to mainstream resources

Length of Shelter Stay

Emergency Shelter is often the first stop for individuals and families entering the crisis response systems. Emergency shelters provide short term, crisis housing. As a component of HUD funding standards, the mean length of the average shelter stays should not exceed community performance measures (currently 45 days for 2022).

Program Guidelines

Emergency Shelters will have written program guidelines that outline program policies, procedures and expectations and specify services available. Program guidelines should be minimal to ensure client and staff safety and should not add unnecessary barriers for clients.

Non-Discrimination

Providers must have a policy prohibiting discrimination against participants based on actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity and expression, religion, national origin, ancestry, disability, marital status, age, source of income, familial status, or domestic or sexual violence victim status, and ensuring that all participants are afforded equal opportunities.

Confidentiality

All Emergency Shelter providers will establish a written policy to ensure client confidentiality, which will be reviewed upon entry in to the program. All clients shall sign a client confidentiality agreement.

Conflict of Interest

All Emergency Shelter providers will establish a written policy to:

1. formally document Conflict of Interest amongst all employees, agents, officers, consultants and board members, and
2. prescribe appropriate action to take to ensure that all aforementioned parties do not use their positions for a purpose that gives the appearance of being motivated by the desire for private gain for themselves or others.

Complaints & Appeals

All providers must have a board-approved grievance policy and provide specific procedures to be followed for any disputed decision affecting assistance. Any individual receiving assistance must receive written notification of the grievance policy.

Termination

Providers must have a documented termination policy. The provider must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. In addition, Emergency Shelters may cease services to the client immediately if there is any real or perceived threat of violence or actual act thereof. Whenever possible, termination from one service may not necessitate termination from all services. Upon termination, Emergency Shelters should document the incidents that led to a participant's termination, both within the agency and in the data system. Bans from a particular program must be recorded in HMIS, and should note the program or agency issuing the ban, the reason and the length of time.

A grievance with termination should be reviewed or heard by an individual other than the person (or subordinate of that person) who made or approved the termination decision. Should the client or household disagree with the decision made by the initial reviewer, a second level must be available for an appeal at the CoC level. This two-level process, at a minimum, must consist of: (1) Written notice to the project participant containing a clear statement of the reasons for termination; (2) Prompt written notice of the final decision; and (3) Written policy for continuing assistance to surviving family members, in the event of a death of a head of household, that establishes a reasonable grace period of continued assistance to surviving family.

Data System

Emergency Shelter providers must adhere to the Data Quality Plan approved by the Greater Richmond Continuum of Care (GR CoC) Board. Providers must use the Homeless Management Information System (HMIS) or a comparable data system if the agency is prohibited from using HMIS.

Outcomes and Results

A standard set of outcomes will be reviewed for all Emergency Shelter providers. Outcomes and results will be based on the following data:

- The percentage of participants that have a housing stability plan
- The percentage of participants that are offered housing-focused case management within two weeks
- The mean length of stay
- The percentage of participants that exit with a successful housing outcome
- The percentage of participants that exit to an unknown location
- The percentage of participants who return to homelessness within a year of exit from the shelter
- The bed utilization rate
- The percentage of participants who increase income from non-employment and from employment income

Shelter Compliance

All shelter providers must meet all federal, state, and local regulations regarding ADA and Fair Housing compliance. Emergency Shelters must have written program guidelines that outline program policies, procedures and expectations and specify services available. Program guidelines should be minimal to ensure client and staff safety and should not add unnecessary barriers for clients. Emergency Shelter guidelines should also include a low-barrier process for requesting and reviewing reasonable accommodations at each facility, and provide that information to the Access Navigator to assist individuals, if necessary, with their request.

EXHIBIT E

Greater Richmond Continuum of Care Housing First Emergency Shelter Performance Measures

Indicator or Measure	Desired Outcome(s)	2023 Baseline	2024 Target	2025 Target
Emergency Shelter (ESG, VHSP) – excludes night by night shelters				
ES.1 Bed Utilization (Families)	Average daily occupancy rate- ensure availability and maximizes use of emergency shelter resources	77%	80%	CoC APR + 2022 HIC (note that this number excludes IWS; also, HFF beds were not available on 2022 PIT date but 75% were added to the HIC # to reflect their reopening around 2Q 2022)
ES.2 Bed Utilization (Individuals)	Average daily occupancy rate - ensure availability and maximizes emergency shelter resources	87%	85%	CoC APR + 2022 HIC (note that this number only includes traditional congregate shelter)
ES.3 Length of Stay in Shelter (leavers and stayers)	Decrease in time spent in emergency shelter (mean/median)	L: 62/46, S: 67/51	L: 62/46, S: 67/51	CoC APR (excludes IWS beds)
ES.4 Permanent Housing Placement (Families)	Increase percent of exits to permanent housing	53%	55%	CoC APR (excludes IWS beds)
ES.5 Permanent Housing Placement (Individuals)	Increase percent of exits to permanent housing	31%	40%	CoC APR (excludes IWS beds)
ES.6 Increased Income – employment	Increase in employment income	7%	8%	CoC APR (excludes IWS beds)
ES.7 Increased Income - other sources	Increase in income from other non-employment sources	4%	5%	CoC APR (excludes IWS beds)

* Baseline Data: January–December 2022.
Endorsed by the GRCoC Ranking Committee
Approved by the GRCoC Board July 2023

APR - Annual Performance Report CE - Coordinated Entry
CoC – Continuum of Care (federal funding) ELOCCS – HUD financial records system
ES - Emergency Shelter
ESG – Emergency Solutions Grant (federal funding) HH - Household
HIC - Housing Inventory Count
HMIS - Homeless Management Information System (GRCoC uses term HCIS - Homeless Community Information System)
VHSP - Virginia Housing Solutions Program (state funding)