



February 22, 2021

VIA US MAIL AND EMAIL

Attention: Dale Weatherspoon, Board President
Board of Directors
Greater Richmond Interfaith Program (GRIP)
165 22nd Street
Richmond, CA 94801
pastordale316@gmail.com

Subject: Failure to Comply with Contractual and Operating Standards for Homeless Service
Re: Emergency Shelter Contract (25-042-27), Emergency Shelter Contract Amendment for Project Roomkey (25-042-28), and Emergency Shelter Contract Amendment for Revised Budget for Program Expenditures (25-042-29)

Dear GRIP Board of Directors:

Contra Costa County takes its obligation to ensure that federal and state funds are used for their intended purpose very seriously. Recently, questions have arisen regarding GRIP's use of funds entrusted to it.

Under its agreement with the County through the County's Division of Health, Housing & Homeless Services (H3), GRIP receives federal and state funds to provide homeless services at the West County CARE Center, the West County Warming Center, and the Shelter-in-place Emergency Hotel Program (Project Roomkey). Concerns have arisen that GRIP has not met the following obligations under the parties' agreement necessary to receive such federal and state funding:

- 1) provide homeless services in accordance with the County's contract with the U.S. Department of Housing and Urban Development (HUD);¹
- 2) maintain timely, accurate, and complete data collection and reporting in the Homeless Management Information Database (HMIS), as well as communicate, participate in trainings, and attend meetings concerning HMIS;²
- 3) follow and attain the standards of performance set for homeless service providers and project operations in the County's homeless Continuum of Care (CoC) and its Coordinated Entry process;³ and

¹ Contract 24-042-27, Form L-3, p. 1.

² Contract 25-042-28, Amendment Specifications, ¶ 3.C.iv. and xiv.

³ Contract 24-042-27, Form L-3, p. 1, ¶ 2; ESG Interim Rule at 24 CFR § 576; CoC Interim Rule at 24 CFR § 578.



- 4) comply with required reporting and submission of payment demands.⁴

Failure to correct these matters will result in withholding of payment and nonrenewal of existing contracts.⁵ Continued failure to do so may also have the effect of limiting or barring GRIP from eligibility for future contracts with the County or on behalf of the County's homeless Continuum of Care.

Not only do such breaches threaten GRIP's funding, but they put all the community's federal and state funding for homeless services at peril. To protect the County's homeless services, the County is requesting that GRIP immediately take corrective action, as outlined below. Except as otherwise noted, such corrective action must be completed within **10 days** of the date of this letter.

ISSUES FOR CORRECTIVE ACTION

1. Resolution of Complaints

As a homeless service provider, GRIP has agreed to abide by the requirements set forth by the Council on Homelessness in the CoC's Policies and Procedures. It also has agreed to provide specific health and safety services to clients, including coordination of care and placements with a minimum of four onsite staff, daily wellness checks, continuous 24-hour staff rounds, appropriate meals and food service, and access and referrals to benefits, wellness and housing resources. In providing these services, it has agreed to adhere to state and federal law, including mandatory reporting responsibilities for case management staff when the health or safety of clients is at risk, adherence to HIPAA and confidentiality requirements protecting client's confidential information, no discrimination or tolerance of discrimination on any basis, and the provision of reasonable accommodations for persons with disabilities.⁶

Unfortunately, H3 has received information that GRIP has violated these obligations. In particular, H3 has received numerous complaints over the past six months, both orally and in writing from consumers, community members, and staff, concerning the Project Roomkey program run by GRIP. A multitude of concerning trends have emerged from the complaints: theft of client belongings and information, maltreatment of clients and staff, misuse of County funded facilities, illegal activity by staff, failure to conduct background checks, environmental health concerns related to food preparation and pandemic safety protocols, conflicts of interest, failures to compensate staff, and retaliation. The number and severity of complaints received far exceed those received about other service providers over the same timeframe.

When complaints have been received by H3, it has been the policy of H3 to share them with GRIP's Executive Director, Kathleen Sullivan. While GRIP has resolved some of these complaints, more remain outstanding.⁷ While we understand that narrow issue can reasonably exist, the vast collection of

⁴ Contract 24-042-27, Form L-3, pp. 1-2, Form P-2, pp. 1-2; and Contract 25-042-28, pp.1-2, and Revised Budget of Estimated Expenditures, p.1, § G.

⁵ Contract 24-042-27, Form P-2, § 6 and Form L-5, § 5.

⁶ Contract 24-042-27, Form L-3, pp. 1-3, Form L-5 ¶¶1, 16, and 17, Form P-2, pp. 1-2; Contract 25-042-28, pp. 1-2, and Revised Budget of Estimated Expenditures, p. 1, Section G; and HIPAA Business Associate Addendum.

⁷ Please note that a minority of complaints are received by H3 anonymously or on the condition that they are not escalated to protect the complainant, which does not always allow for GRIP or the County to pursue



complaints, the similarities in those complaints concerning poor service and inappropriate activity, the ongoing nature of the complaints and GRIP's apparent failure to resolve many of them make it imperative that the GRIP's governing body take rapid and decisive action to address and remedy the common issues underlying these complaints.

Due to the troubling nature of the complaints, H3 must also take action. To verify that GRIP is using federal, state and County funds appropriately to the greatest benefit of your clients and to the County's homeless programs, H3 requires GRIP to do the following:

- I. Identify whether, when, and how the following complaints and allegations have been addressed or resolved:
 - A. Complaint #1 at Marriott (Project Roomkey) concerning:
 1. stolen jewelry (police report filed); and
 2. staff refusal to speak with client about problems, including theft.
 - B. Complaint #2 at Marriott (Project Roomkey) concerning:
 1. violation of privacy rights (including staff attempts to take and misuse client's personally identifiable information);
 2. staff attempts to manipulate client to change Social Security payee information so staff could function as payee (administrator and holder of client's Social Security funds);
 3. staff mistreatment of clients;
 4. staff's false accusations about client's mental stability to law enforcement leading to detention;
 5. staff refusal to allow clients to work with outside case management for services;
 6. case managers unsure of how to support clients to obtain housing;
 7. very low staff to client ratios; and
 8. discrimination against clients with disabilities, including verbal abuse, lack of accommodations, punitive measures for issues related to disabilities or inability to comply due to disabilities.
 - C. Complaint #3 at Marriott (Project Roomkey) concerning:
 1. spoiled food; and
 2. inadequate and inconsistent portion sizes and quantities of food (extra meals for some residents but not others).
- II. Implement a speedy and thoughtful resolution of any pending complaint that does not have a resolution and promptly notify H3 of the outcome through the hotel program's Project Manager (Michael Fischer);
- III. Provide documentation that confirms:
 - A. Each current staff member had a background check that was completed within 30 days of the employee's start date.
 - B. The agency has checked for or each staff member has declared that they are free from Conflicts of Interest pursuant to:
 1. 24 CFR § 578.95 and 24 CFR § 578.103(a)(12);
 2. GRIP's Conflict of Interest Policy; and
 3. Organizational and Staff Conflict of Interest statements or policies signed by staff and leadership within the last 365 days.

individualized corrective action. For that reason, it is understandable that GRIP may find it challenging to offer a specific remedy in these instances.



IV. Provide GRIP's human resource manual(s), policies and procedures.

Questions about how to complete these requirements may be directed to Michael Fischer, Project Manager, at 925-771-9944 or Michael.V.Fischer@cchealth.org.

2. Accurate, Timely, and Complete Data Collection and Reporting in HMIS

Additionally, GRIP has not met its obligations by consistently failing to maintain timely, accurate, or complete data collection and reporting in the Homeless Management Information Database (HMIS).^{8,9} The Department of Housing & Urban Development (HUD), which provides more than 95% of the community's current funding and regulates the use of HMIS, requires any grantee or subcontractor of its grantees to comply with all data collection and reporting requirements pertaining to its HMIS. Failure to do so may include, withholding funds, temporary or permanent suspension from access and data entry or reporting functionality. This is to preserve the safety and security of the data contained in HMIS and ensure full compliance by agencies and staff using the federally funded database.

GRIP, as a subcontractor to H3 under multiple HUD grants and as a participant in HMIS, is bound by the rules and regulations pertaining to use of HMIS and subject to consequences for its failure to comply. Yet, H3 frequently has to call and email GRIP staff to remind them to enter and correct data up to and after that data is due. Due to the severity of the problems with GRIP's data entry, H3 is regularly required to support data entry for GRIP, including providing data entry when GRIP fails to timely complete it so that H3 may accomplish its own timely reporting to prevent jeopardizing the remainder of the community's federal funding for homelessness.

Not only has GRIP not met its data collection and reporting obligations, but it has also failed to regularly attend required trainings and meetings and communicate with H3 staff concerning these obligations. Under HUD rules and requirements, which are outlined in the HMIS Manual and Policies & Procedures and echoed in the County's Coordinated Entry Policies and Procedures,¹⁰ GRIP's duties include attending training, meetings, and communicating with HMIS Lead (H3) staff.

In the past H3 has tried to remain flexible and supportive of GRIP's capacity and capability deficits. However, these failures have become unacceptable, unsustainable, and unfair to the rest of the community, which suffers when H3 staff is unavailable to timely or comprehensively support their needs or is challenged to meet its obligations as lead agency for the CoC because it is occupied supporting GRIP.

In order to come into compliance with all data collection and reporting requirements and remain so, H3 requires GRIP to do the following **within the next 10 days**:

- I. Complete pending data confirmations as requested by H3's Research, Evaluation & Data (RED) Team:

⁸ Contract 25-042-28, Amendment Specifications, ¶ 3.C.iv. and xiv.

⁹ Aside from its agreement with the County, GRIP also has signed multiple HMIS agreements, including Partner Agency Agreement and Agency Administrator Agreement, in which GRIP agreed to adhere to the responsibilities and requirements for accurate, timely, and complete data collection and reporting, including allocating appropriate staffing.

¹⁰ Referenced in Contract 24-042-27, Form L-3, pp. 1-2.



- A. Confirm 2021 point-in-time (PIT) data; and
- B. Confirm and submit monthly enrollment reports.

II. Identify and onboard an HMIS Agency Administrator.¹¹

GRIP must also make significant improvements on multiple fronts to ensure complete compliance going forward per the rules and regulations identified above and for GRIP to meet its contractual obligations. Many of these requirements are set forth in the HMIS Policies and Procedures, HMIS Agency Partner Agreement, HMIS Data Collection Guide, Clarity (HMIS Database) User Manual, Coordinated Entry Policies & Procedures, and CoC Written standards. Those documents have previously been provided to GRIP and are available online [here](#).

By **May 31, 2021**, H3 requires GRIP make the following improvements to areas GRIP has historically struggled to comply, which *H3 will monitor on a monthly basis*:

- III. **Meeting attendance and training:** Improve attendance at ALL CoC required meetings and trainings, including HMIS Policy Committee and CoC Mandatory Trainings for CoC and Coordinated Entry Providers.
 - A. While H3 has noted some improvement since October 2020, regular attendance is required of all agencies, including GRIP.
 - B. Historically poor attendance at data and CoC meetings likely has contributed to GRIP's inability to properly comply with data collection and reporting as information for these activities is distributed regularly at the meetings.
 - C. GRIP frequently asks for HMIS refresher trainings for staff but does not attend H3 trainings. This is indicative of a lack of an agency administrator designee who can provide agency staff with refresher trainings and updates.
- IV. **Data quality:** Improve data quality for all GRIP projects in HMIS by 50%, meaning that 75% of GRIP's data will be accurate upon entry or updated for accuracy (cleaned) within one month of entry.
 - A. H3 regularly performs data cleaning for GRIP, which is not provided to any other service provider and will not be provided to GRIP moving forward.
 - B. Poor data quality is indicative of a failure to understand data requirements and demonstrates too little staff time dedicated to the task. The standard practice under the data quality and monitoring plan is to have all data for emergency shelter services entered within two (2) days of intake.
 - C. Notably, this is one of the metrics that the County and CoC look to when making decisions on competitive funding (like RFPs) and contract extensions. Poor data quality often demonstrates an agency's lack of ability to manage the project and staff and impacts the agency's reported project performance (as it may unduly diminish the

¹¹ This role is required for any agency with HMIS data collection access and reporting responsibilities. The requirement, and qualifications and responsibilities of this individual have been explained and are publicly available in the HMIS Policies & Procedures and HMIS Agency Partner Agreement. This staff member would allow for other GRIP staff to be trained, GRIP's data collection and reporting to be managed and reviewed, and ensure GRIP has a consistent line of communication with H3. While this staff member does not have to be a full-time dedicated data person, it is highly recommended based on the number of projects, grants, and individuals and households served by GRIP. The costs incurred by this staff member specific to HMIS activities, including activities outlined below, can be charged to performance under the contract, pursuant to the CoC Interim Rule at 24 CFR § 578.57. (H3 has also made this recommendation numerous times (to no avail), as it is common practice among homeless service providers to effectuate compliance under the grant and strong performance.)



project's reported outcomes) and its ability to produce verifiable documentation in support of invoicing.

- V. **Timeliness:** Improve data entry timeliness by 50%, meaning that at a minimum 75% of GRIP's data will be entered timely.
 - A. For several months, H3 had to dedicate two (2) staff members (neither of which are paid HMIS staff) to perform data entry to catch up because GRIP had fallen so far behind in data entry.
 - B. The lack of timeliness is indicative of a failure to regularly input data. The standard practice under the data quality and monitoring plan in the HMIS Policies and Procedures is to have all data for emergency shelter services entered within two (2) days of intake.
- VI. **Monthly Enrollment Reports:** Timely submit enrollment reports every month.
- VII. **Communications:** Improve timeliness of communication and responses to H3 and improve accessibility of GRIP agency administrator staff.
 - A. H3 must submit data frequently to the federal and state government concerning GRIP's activities and service but cannot do so if H3 cannot contact staff to finalize data.
 - B. Without an Agency Administrator, H3 does not have access to GRIP staff who have the knowledge and capacity (time) to respond to requests for information, who can receive necessary updates from H3 or who can collaborate with H3 on data and project performance issues.

Questions about how to effectuate the submission of accurate, timely, and complete data collection and reporting in HMIS may be directed to Kimberly Thai, HMIS Administrator, at H3RedTeam@cchealth.org. Please note that H3 is not responsible for, nor will H3 staff be able to, upload, correct, or modify data on GRIP's behalf.

3. Compliance with Continuum of Care Standards, Policies, and Requirements

GRIP is also out of compliance with Continuum of Care standards of care, policies, and participation requirements.¹² The issues identified above are exemplary of the failure of GRIP as a coordinated entry homeless service provider and CoC-participating agency to meet these standards.

Aside from the above identified issues, GRIP has only attended 1 of 4 mandatory trainings in the last six months. And GRIP struggles to attend other CoC meetings and events, failing to respond to multiple reminder requests to register or attend. These absences appear to have negatively impacted GRIP's ability to understand and provide necessary service under the contract, potentially makes GRIP ineligible for ongoing and future funding opportunities and contract renewals or extensions,¹³ and reduces GRIP's ability to meet standards of care and performance requirements set forth by funders, the Council on Homelessness, state and federal regulators, and the County.

¹² See Contract 24-042-27, Form L-3, pp. 1-3, Form P-2, pp. 1-2, Form L-5, ¶¶1, 16, and 17; and Contract 25-042-28, pp. 1-2; CoC Interim Rule at 24 CFR § 578.59; ESG Interim Rule at 24 CFR § 576; Contra Costa Continuum of Care Coordinated Entry Policies & Procedures and CoC/ESG Written Standards, available online [HERE](#).

¹³ Funding opportunities in the Contra Costa Homeless Continuum of Care are very competitive. There is always a requirement (often a threshold requirement for existing providers) to demonstrate current and ongoing compliance with CoC policies, standards, and to meet all mandatory training requirements. When agencies fail to meet threshold requirements such as training, they are unable to qualify for funding or rank in application review processes. Meeting training and compliance standards is also a requirement for funding and contract renewals, extensions, and amendments and can trigger a right to withhold payment. (Contract 24-042-27, Form P-2, p. 2, ¶ 6, Form L-5, ¶ 22.)



By May 31, 2021, H3 requires GRIP make improvements to the below areas where GRIP has historically struggled to comply, which *H3 will monitor on a monthly basis*:

- I. participation in all mandatory homeless service provider trainings; and
- II. regular participation in CoC meetings, including:
 - A. biweekly provider meetings (and office hours, as needed); and
 - B. Council on Homelessness Meetings, including the Provider's Committee meetings.

The schedule for 2021 meetings is available online [HERE](#) and for 2021 trainings is available [HERE](#). To subscribe to or add staff to existing listservs for meetings, trainings, and other announcements, sign up [HERE](#).

Please direct any questions about compliance, policies and procedures, or meeting and trainings to Cassandra Hourlland, CoC Manager, at Cassandra.Hourlland@cchealth.org.

4. **Submission of Accurate and Complete Financial Information**

Additionally, GRIP has violated the terms of the parties' agreement by failing to timely submit payment demands and supporting documentation. H3 has had to write to GRIP on multiple occasions since August 2020, for this reason. GRIP has only partially complied with H3's requests by sporadically providing H3 with late payment demands and documentation.

Not only have the payment demands and supporting documentation been untimely, but the supporting documentation has often been incomplete and has contained unacceptable discrepancies, including irregularities relating to billing for hours, staff, and activities not included in the parties' agreement. When GRIP has been made aware of the changes necessary to clarify and correct supporting documentation, it has failed to make the changes. H3 cannot process payment based on payment demands that lack internally consistent, complete, and verifiable documentation.

On Tuesday, February 9, 2021, the Contra Costa Health Services Finance Division informed GRIP and H3 that it was performing a desk audit as a result of these issues. It is necessary that GRIP reply immediately and cooperate fully with the audit process. The sought information will be used to ensure payment can be made for services rendered by GRIP in 2020.

In order to process payment moving forward (beginning with any demands for work completed on or after January 1, 2021), H3 requests that GRIP provide the following information for each monthly demand (or per month) during this period:

- I. a complete list of staff operating *at each site* that includes first and last names, corresponding position titles AND the site where each staff member worked during that period; and
- II. documentation verifying activities and staff billed for under the demand, including staff timesheets.

Because the above-noted issues have raised serious concerns about GRIP's finance management, H3 additionally requests that GRIP provide it with the following items by **April 30, 2021**:¹⁴

¹⁴ Contract 24-042-27, Form L-3, pp. 1-2, Form P-2, pp. 1-2; Contract 25-042-28, pp. 1-2, and Revised Budget of Estimated Expenditures, p. 1, § G; 24 CFR § 578.107(c).



- I. the most recent audit of GRIP's financials; and
- II. a written budget report stating whether or not the budgeted amount set forth in the contract accurately reflects the actual cost for the program services.

Questions concerning submission of accurate and complete financial information may be directed to Eric Whitney, Chief of Operations, at 925-608-6719 or Eric.Whitney@cchealth.org.

Notice of Intent to Review & Monitor Compliance and Performance

Due to the above-delineated violations of the parties' agreement, which threatens federal and state funding for homeless services, and recent troubling events at GRIP's Project Roomkey Program, H3 will send a Program Coordinator to monitor and inspect GRIP's place of business and performance under the terms of the parties' agreement for a period of at least eight weeks beginning the first week of March 2021.¹⁵ The Monitor will be onsite to observe and identify recommendations for management and will report back all findings to H3. The Monitor will not supervise or manage GRIP's staff or provide staffing to the site. All recommendations and compliance concerns will be communicated to GRIP's Executive Director and Board of Directors.

Further, please note that the Contra Costa Council on Homelessness retains oversight of all CoC projects and may also receive updates about how agencies and projects are complying with grant terms and standards of care. Based on the findings and recommendations, H3 or the Council on Homelessness may identify a need for continued or periodic monitoring during the remaining term of the parties' agreement.

As explained above, please take corrective action to be completed within the deadlines set by this letter. Failure to do so will result in withholding of payment and nonrenewal of existing contracts. Continued failure or the early termination of the contract may also limit or bar GRIP from eligibility for future County contracts for homeless services.

Sincerely,



Lavonna Martin
Director
Health, Housing & Homeless Services (H3) Division

cc: Kathleen Sullivan, Executive Director, GRIP – ksullivan@gripcommunity.org
Tamara Lowery Jones, Board Vice President, GRIP – tloweryjones@gripcommunity.org

¹⁵ Contract 24-042-27, Form L-5, § 2.



Alan Marks, Board Secretary, GRIP – alanbmarks1920@gmail.com
Naomi Woodard, Board Treasurer, GRIP – nato@chevron.com
Judy Bendix – jbendix@mosaicassociates.net
Cynthia Bobo Chandler – cynthia@boboknows.com
Maria Goode Costen – mcostenmedia@yahoo.com
Pastor David Hartfield-Dyles – dhministries@gmail.com
Claudia Jimenez – jimenez.claudia78@gmail.com
Brandon Mercer – bmercer@sfchronicle.com
Joaquin Moran – jmoran@gripcommunity.org
Dominique Roache-Green – dominiqueroache@outlook.com
Billy Ward – contactbillyward@gmail.com
Pastor Henry Washington – henrywashington6767@yahoo.com
Cesar Zepeda – Cesar.Zepeda1@outlook.com
Anna Roth, RN, MS, MPH, Health Services Director – anna.roth@cchealth.org
Cassandra Hourlland, CoC Manager – cassandra.hourlland@cchealth.org

