



Department of Commerce

Guidelines

FOR

Crisis Residential & HOPE Centers

January 1, 2018 – June 30, 2019

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1 Grant Basics

1.1 Overview

The Crisis Residential Center (CRC) and/or HOPE Center grant provides funding for emergency, temporary residence, assessment, referral, family reconciliation and permanency-planning services for youth age 12-17.

1.2 Authorizing Statute

RCW 43.185C

1.3 Changes to Guidelines

Commerce may revise the Guidelines at any time. All grantees will be sent revised copies.

1.4 Commerce Monitoring

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

1.5 Subgrantee Requirements

The SYS Grant General Terms & Conditions Section 32 identifies sub-contracting requirements. In addition, all sub grantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact sub grantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, Regional Support Network (under 71.24 RCW), nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Subgrantee Risk Assessment and Monitoring

The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee. The lead grantee should maintain policies and procedures that guide risk assessment and monitoring activities.

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

2 Administrative Requirements

2.1 Fiscal Administration

2.1.1 Reimbursements

Grantees must bill Commerce on a monthly basis for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services, except in July (June billing) when it is due on a date to be specified by Commerce. If the Grantee fails to file an invoice within a three-month period, without a reasonable explanation, Commerce will suspend payments, notify the Grantee, and take follow-up action that may include terminating the grant agreement. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.1.2 Back-up Documentation

- ✓ All submitted invoices must include a monthly voucher detail in addition to any reporting required by Commerce. Invoice vouchers may not be paid until all backup documentation is received and verified.

- ✓ Commerce may require a grantee to submit additional source documentation for any charges. The grantee must maintain copies of all reimbursement requests, backup documentation, and records that disclose all costs charged to the Commerce grant.

- ✓ Commerce may require additional reporting.

2.1.3 Budget Revisions

- ✓ Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Caps on budget categories (Section 4.1 Budget Caps) must be maintained with each revision.

- ✓ An amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

2.2 Homeless Management Information System (HMIS)

- ✓ Grantees must use HMIS for data collection and reporting purposes. [43.185C.295 (2)].

- ✓ Grantees must collect HUD standard data elements (universal and project specific), as well as non-standard data elements as specified by Commerce.

2.2.1 Data Entry Timeliness

- ✓ Data must be entered in HMIS within 14 calendar days following the month in which services are provided. Grantees who have submitted data will receive a monthly report from their system administrator to review for data quality. Data quality issues must be corrected by the following reporting period.
- ✓ For data integration grantees, a data report must be submitted to Commerce by the 15th calendar day following the month in which services were provided. If the 15th falls on a weekend or holiday, grantee may submit reports on the following business day.

2.2.2 Anonymous Records

- ✓ Grantees must not record personally identifiable information for youth under age 18 in HMIS, unless there is explicit consent from a legal guardian. Personally identifiable information includes name, date of birth, social security number, last known permanent address, or other contact information. Information such as age, race, ethnicity, gender, disability status, educational level, etc. may be collected in HMIS if it cannot be used in combination with other information to identify the youth.
- ✓ Nothing in these guidelines precludes a grantee from collecting personally identifiable data internally within their respective agency provided the personally identifiable data does not get entered into HMIS.

2.2.3 Special Circumstances

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

2.3 Records Maintenance and Destruction

- ✓ Each participant file must be organized and maintained in a standardized manner, with a face sheet that includes a checklist of a files key documents and major section headings.
- ✓ Any forms completed with a participant (i.e. Intake, assessment, etc.) must be accompanied by the participant's signature, a date, and the name of the staff person assisting the participant in completing the form. Any form completed just by staff must also have a date and the name of the staff person completing the form.
- ✓ Records must be retained for a minimum of six years after the date of final grant

payment (Grant General Terms and Conditions, Section 26 RECORDS MAINTENANCE). Records include but are not limited to fiscal and participant file documents related to program eligibility.

2.4 Prohibitions

- ✓ Grantees may not require participants to participate in a religious service as a condition of receiving program assistance.

- ✓ Grantees may not require payment from residents for services provided.

2.5 Nondiscrimination

Grantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies (Grant General Terms and Conditions Section 22).

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

- ✓ Grantees must comply with WAC 162-32-060 Gender-segregated facilities, allowing individuals the use of gender-segregated facilities, such as restrooms, locker rooms, dressing rooms, and homeless or emergency shelters that are consistent with the individual's gender expression or identity.

- ✓ Grantees must comply with the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to providing reasonable accommodations for people with disabilities, including housing accommodations for those with service animals or emotional support animals. Grantees may refer to HUD FHEO Notice: FHEO-2013-01 for additional guidance on HUD and ADA rules and regulations as they.

2.6 Participant Rights and Responsibilities

- ✓ Grantees must explain to participants at intake or when reasonably possible, their rights and responsibilities while receiving services. Rights and responsibilities should be readily available to participants either in written information or by posting in a public place.

- ✓ Grantees must have written termination, denial, and grievance policies and/or

procedures. The policies and/or procedures should be readily available to participants either in written information or by posting in a public place.

- ✓ Grievance policies and procedures, which include a participants right to review decisions and present concerns to program staff not involved in the grievance, must:
 - Clearly describe how participants can request a review or report concerns.
 - Be accessible to all participants seeking or receiving services.
 - Identify process for keeping written records of complaints and there resolution.

- ✓ Grantee must have policies and procedures in place that cover at a minimum the confidentiality of both written and electronic files and describe when and how participant’s information can be shared. Grantees must adhere to applicable state and federal laws with regards to the sharing of personal information (See General Terms and Agreements Section 10).

2.7 Denial of Services

- ✓ Grantees may deny assistance to any applicant who fails to provide the Grantee with sufficient information to establish program eligibility, who does not meet the definition of eligible youth, or as otherwise permitted by a Grantee’s written participant selection policies. Denials must be in writing upon request.

Established policies/procedures should describe:

- Circumstances in which a participant may not qualify or would be denied;
- Notification of denial; and
- Participant or legal guardians right to review a Grantee’s decision

2.8 Termination of Services

- ✓ An eligible youth may participate in the program for any duration of time within the eligibility parameters.

- ✓ Causes for terminating services may include, but are not limited to, the participant’s failure to comply with the terms of a safety plan and/or violation of program policies. In terminating assistance to a youth, the Grantee must provide, and effectively communicate, a formal process that recognizes the rights of youth receiving assistance. This process, at a minimum, must consist of:
 - Written notice to the youth and/or legal guardian containing a clear statement of the reasons for termination;

- A review of the decision, in which the youth and/or legal guardian is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Prompt written notice of the final decision.

2.9 Fraud

Grantees must inform Commerce if funds are spent on ineligible participants or expenses.

3 Program Operations

3.1 Eligibility

3.1.1 HOPE Center

- ✓ A person age 12-17 who lives outdoors or in another unsafe location not intended for human habitation, or for whom without placement in a HOPE center will continue to participate in risk behavior. (RCW 43.185C.320)

3.1.2 CRC

- ✓ A person age 12 to 17, who has run away, is experiencing family conflict, and/or whose health and safety may be at risk.

3.2 Admission

3.2.1 HOPE Center

- ✓ Youth who voluntarily self-refer to a HOPE Center. (RCW 43.185C.320). Youth may be assisted in self-referring to a HOPE Center via friends and/or family, schools, shelter and/or outreach programs, law enforcement, tribes, Children's Administration, other HOPE/CRC's, and other community based organizations.
- ✓ Grantee should not accept placement directly from law enforcement. Law enforcement may transport a youth who intends to self-refer for HOPE services.
- ✓ Children's Administration or the court requests placement of a youth for whom an out-of-home placement has been approved.

3.2.2 CRC

- ✓ Youth who requests admittance to the center [RCW 43.185C.280 (1)(b)].
- ✓ A youth brought by law enforcement to a CRC center who is:
 - Absent from parental custody without consent; [RCW 43.185C.260 (1)(a)].
 - In circumstances which constitute a danger to the youth's safety; [RCW 43.185C.260 (1)(b)].
 - In violation of a local curfew ordinance; [RCW 43.185C.260 (1)(b)].
 - A runaway from placement; [RCW 43.185C.260 (1)(c)].

- In violation of a court placement order issued under RCW 43.185C or RCW 13.34 or because the court issued an order for law enforcement pick-up of the youth under those chapters; [RCW 43.185C.260 (1)(d)].
 - Being harbored in violation of RCW 13.32A.080. [RCW 43.185C.260 (6)].
- ✓ Grantee should not accept a placement from law enforcement that does not meet the circumstances listed above.
 - ✓ A law enforcement officer, who brings a youth to a CRC facility, shall, within 24 hours of delivering the child to the center, provide the center a written report detailing the reasons the officer took the child into custody [RCW 43.185C.260 (3)].
 - ✓ Children’s Administration or the court requests placement of a youth for whom an out-of-home placement has been approved.

3.2.3 Dependent Youth

- ✓ Admission of dependent youth is allowed in a HOPE or CRC provided:
 - Placement has been approved by Children’s Administration, Washington State federally recognized tribe, or the court.
 - At least one bed remains available for a youth who self refers (regardless of funding source).
- ✓ Priority must be given to dependent youth in the following order:
 - Youth who meet the eligibility criteria of the program as specified in 3.1.
 - Youth close to aging out of foster care and/or could utilize a bed as an initial placement before accessing the Responsible Living Skills Program (RLSP), Independent Youth Housing Program (IYHP), Extended Foster Care (EFC), or other long term housing or service option for youth who have been in foster care
 - Emergency placements requested by CA.
- ✓ Grantees have final determination regarding the suitability of placements.

3.3 Notification Requirements

- ✓ Grantees must obtain permission from a parent or legal guardian within 72 hours¹ (24 hours preferred) to continue placement of a youth for which a CHINS petition or order for placement has not been filed or entered. [RCW 43.185C.265 (4)].
 - If after 72 hours a parent or legal guardian cannot be reached, or does not consent

¹ Excluding Saturdays, Sundays, or holidays

- to placement but refuses to take physical custody, DSHS must be contacted. If custody is not transferred to DSHS, the youth may continue to reside in the HOPE or CRC facility only if the grantee continues to make documented attempts to obtain permission from a parent or legal guardian.
- Subsequent contact with DSHS must be made every 72 hours in which consent has not been obtained from a parent or legal guardian and a CHINS petition or order for placement has not been filed or entered.
- ✓ Unless DSHS files a dependency petition, DSHS shall file a child in need of services petition if the child cannot return home, and legal authorization is needed for out-of-home placement beyond seventy-two hours, or under other circumstances listed in RCW 13.32A.140.
 - ✓ DSHS Children’s Administration must be contacted² for any youth who meets the definition of a dependent child under RCW 13.34.030.
 - ✓ Parent or legal guardian must be notified immediately by the administrator:
 - Upon admitting a youth who has been brought to the center by law enforcement [RCW 43.185C.280 (1)(a)].
 - Upon admitting a youth who has run away from home or has requested admittance to the center [RCW 43.185C.280 (1)(b)].
 - Upon learning from a person under RCW 13.32A.082 that the person is providing shelter to a child absent from home [RCW 43.185C.280 (1)(c)].
 - Upon learning that a child has been placed with a responsible adult pursuant to RCW 43.185C.265 [RCW 43.185C.280 (1)(d)].
 - ✓ The administrator must provide the parent or legal guardian information about:
 - The youth’s whereabouts, physical and emotional condition, and the circumstances surrounding placement [RCW 43.185C.280 (3)(a)].
 - The importance placed on achieving a reconciliation between the parent and youth in order to reunify the family, and the procedures to be followed to achieve reconciliation [RCW 43.185C.280 (3)(b)].
 - Whether a referral to children’s protective services has been made and, if so, the standard pursuant to RCW 26.44.020 that governs child abuse and neglect in Washington [RCW 43.185C.280 (3)(c)].
 - ✓ If the officer or staff of a HOPE or CRC have reasonable cause to believe that the youth is

² <https://fortress.wa.gov/dshs/f2ws03apps/caofficespub/offices/general/OfficePick.asp>.

absent from home because of abuse or neglect, a report must be made immediately to DSHS (i.e. CPS) [RCW 43.185C.260 (4)].

- ✓ At least every 8 hours grantees must check the Washington State Patrol's website³ for information regarding children who are missing. If the youth is missing, the grantee must immediately notify law enforcement or DSHS if dependent.
- ✓ In accordance with RCW 13.38, grantees must contact the appropriate tribe for any youth who is known or suspected of being part of a federally recognized tribe. Information for contacting tribes can be found on the following DSHS web pages:
 - [Washington State Tribes: Tribal Contact and Coordination Guidelines](#)
 - [Indian Child Welfare page.](#)
- ✓ Parents, law enforcement, and DSHS (if dependent) must be notified immediately if a youth takes unauthorized leave from the facility. (RCW 43.185C.285)

3.4 Length of Stay

- ✓ A youth's parent may remove the youth at any time unless the staff of the HOPE or CRC has reasonable cause to believe that the youth is absent from the home because of abuse or neglect or if allegations of abuse or neglect have been made against the parent. [RCW 43.185C.290 (4)]
- ✓ Commerce will monitor length of stay for compliance. Ongoing non-compliance may result in termination of the grant.

3.4.1 HOPE Center

- ✓ The maximum length of stay in a HOPE center is 30 consecutive days per admission. A stay longer than 30 days is allowable only if a long-term placement option is not available [RCW 43.185C.010 (13)].
- ✓ If the grantee determines a long-term option is unavailable, and after consideration of factors including appropriateness of continued placement, cultural, physical, behavioral, and safety needs, the HOPE center administrator can extend a youth's stay in 15-day increments up to an additional 30 days.
- ✓ If a parent wants a youth returned home, the youth may remain at the HOPE center until the parent arranges the return but no longer [RCW 43.185C.010 (13)].

³ <http://www.wsp.wa.gov/crime/mischild.php>

3.4.2 CRC

- ✓ The maximum length of stay in a CRC is 15 consecutive days per admission [RCW 43.185C.290 (1)].
- ✓ If a youth is transferred from a CRC to a SCRC, the aggregate number of consecutive days spent in both CRC's may not exceed 15 days per admission (the portion spent in a detention SCRC may not exceed 5 days) [RCW 43.185C.290 (1)].
- ✓ A youth returned to the CRC after taking unauthorized leave for a period of more than 24 hours may stay at the facility no longer than 15 consecutive days.

3.5 Transfers

- ✓ Youth may be transferred to another HOPE or CRC in the area where a youth's parent resides or where the youth's lawfully, prescribed residence is located. [RCW 43.185C.290 (2)(c)].
- ✓ Youth may be transferred to a SCRC when the Administrator believes that the youth is likely to leave and not return after full consideration of the factors set forth in RCW 43.185C.290 (2)(a)(i) and (ii)⁴ [RCW 43.185C.290 (2)(d)].
- ✓ Youth may be transferred to a CRC, SCRC, or secure facility with which the HOPE or CRC is co-located under RCW 43.185C.295 if the HOPE or CRC is unable to provide appropriate treatment, supervision, and structure. [RCW 43.185C.310 (1)]

3.6 Services Provided

Grantees must provide an array of services and case management to meet the identified needs of eligible youth including but not limited those listed in this section.

3.6.1 Outreach

- ✓ Grantees must conduct outreach directly or through collaboration with community based programs or organizations to attract self-refer youth to HOPE and/or CRC services.

⁴ 2)(a)(i) *The determination shall be based on: (A) The need for continued assessment, protection, and treatment of the child in a secure facility; and (B) the likelihood the child would remain at a semi-secure facility until his or her parents can take the child home or a petition can be filed under this title.*

(ii) *In making the determination the administrator shall consider the following information if known: (A) The child's age and maturity; (B) the child's condition upon arrival at the center; (C) the circumstances that led to the child's being taken to the center; (D) whether the child's behavior endangers the health, safety, or welfare of the child or any other person; (E) the child's history of running away; and (F) the child's willingness to cooperate in the assessment.*

- ✓ Outreach may include but not be limited to distribution of program materials (i.e. brochures, flyers, etc.) in the community, presentations on program eligibility and services offered, tabling at public events, social media, networking online, etc.

3.6.2 Family Reconciliation

- ✓ Family Reconciliation (RCW 13.32A) or other permanency planning. Planning must begin on the first day of admission and be included in assessments.
- ✓ Notifying parents regarding the youth's whereabouts, physical and emotional condition, and circumstances surrounding placement.
- ✓ Informing parents of their rights and availability of services such as counseling, family reconciliation, or help filing CHINS or ARY petitions.
- ✓ Grantees must contact DSHS/Children's Administration for family reconciliation services (FRS), where applicable and appropriate.⁵

3.6.3 Safe and Stable Housing

- ✓ Provide temporary residential placement to eligible youth
- ✓ Permanency planning services, which may include assisting youth with filing CHINS or dependency petitions, or finding other suitable long-term placement options when family reconciliation is not safe or appropriate such as transitional housing⁶, host homes, extended foster care (EFC), etc. for which the youth may be eligible.

3.6.4 Social and Emotional Well Being

- ✓ Provide or arrange for a physical examination for any youth who has not seen a physician within one year prior [RCW 43.185C.315 (v)].
- ✓ Provide or arrange for mental or chemical dependency evaluations, if appropriate [RCW 43.185C.315 (v)].
- ✓ Connection to basic needs such as food, clothing, medical care, etc.
- ✓ Engagement in appropriate interventions such as treatment, counseling, support groups, legal resources, etc.

⁵ <https://fortress.wa.gov/dshs/f2ws03apps/caofficespub/offices/general/OfficePick.asp>

⁶ Ex. Responsible Living Skills Program (RLSP), Independent Youth Housing Program (IYHP), Young Adult Housing Program (YAHP), Transitional Living Program (TLP),

3.6.5 Education and Employment

- ✓ Arrange for an educational assessment to measure the youth's competency level in reading, writing, and basic mathematics, and that will measure learning disabilities or special needs [RCW 43.185C.315 (vi)].
- ✓ Connection to McKinney Vento homeless liaisons to enroll out of school youth into K-12 schools and/or other appropriate educational settings.
- ✓ Coordinate with homeless liaisons and/or school administrators to ensure youth have transportation to and from school.
- ✓ When appropriate assist youth in pre-employment skill building activities that will prepare them for future independence

3.6.6 Permanent Connections

- ✓ Provide pro-social, recreational, and culturally relevant activities that foster a sense of belonging, and connect youth their strengths, abilities, and interest

3.7 Best Practices

3.7.1 Participant Centered Services

- ✓ Services are individualized and responsive to the needs of each youth
- ✓ Where applicable, services are voluntary and build on the strengths and resources of the youth, respecting their autonomy
- ✓ Grantees must periodically administer a participant satisfaction survey to program participants to collect feedback on program service and delivery

3.7.2 Positive Youth Development

- ✓ Grantees must demonstrate competency in Positive Youth Development theory and practice including but not limited to:
 - Understanding child and adolescent brain development
 - Fundamentals of fostering resiliency
 - Emphasizing positive and supportive relationships
 - Mentoring and rapport building
 - Building on young people's strengths and abilities
 - Connecting youth to leadership opportunities

- Partnering with young people to develop programming
- Cultivating internal and external protective factors
- Creating meaningful opportunities for engagement
- Meeting youth where they are at

3.7.3 Trauma Informed

- ✓ Grantees must demonstrate competency in trauma informed care including but not limited to:
 - Emphasizing physical, psychological, and emotional safety
 - Understanding the neurobiology of trauma
 - Understanding of acute versus complex trauma
 - Recognizing the symptoms of trauma and post-traumatic stress disorder (PTSD)
 - Responding to the impact of trauma
 - Understanding of power and control cycles
 - Rebuilding a sense of control or empowerment
 - Integrating knowledge of trauma into organizational policies, practices, and procedures
 - Resisting re-traumatization

3.7.4 Harm Reduction

- ✓ Grantees must demonstrate competency in harm reduction principles and practices including but not limited to:
 - Emphasizing health and quality of life
 - Knowledge of practical developmentally appropriate strategies for reducing negatives consequences associated with high risk behavior and/or drug use
 - Providing accurate and comprehensive re-productive health, STI/STD information and resources
 - Facilitating access to health screenings, medical care, and/or treatment
 - Meeting young people where they are at with regards to stages of change
 - Addressing motivations for high risk behavior along with the behavior itself
 - Fostering an environment where young people feel safe discussing their experiences without fear of judgment or reprisal
 - Being non-coercive in the provision of services
 - Resisting the stigmatization of youth engaged in high risk behavior and/or those with mental health and/or substance use issues
 - Not ignoring real and tragic harms associated with high risk behavior or drug use

3.7.5 Culturally Relevant Services

- ✓ Grantee must provide appropriate, accessible, and culturally relevant services to youth and their families.
- ✓ Service delivery must be culturally competent and responsive to each participant's cultural beliefs and values, ethnic norms, language needs, and individual differences.
- ✓ Grantees are encouraged to employ a diverse workforce that reflects the diversity of their participants and the community.

3.8 Staff Requirements

3.8.1 Staff Qualifications

When licensing requirements differ from contract or other statutory requirements grantees must meet the highest standard.

- ✓ The administrator of a HOPE or CRC must have [RCW 43.185C.315 (c)]:
 - Master's degree in counseling, social work, or a related field and at least one year of experience working with street youth, or
 - Bachelor's degree in social work or related field and five years' experience working with street youth
 - Preference must be given to persons cross-credentialed in mental health and chemical dependency [RCW 43.185C.315 (2)].
- ✓ The Placement and Liaison Specialist (PALS) for a HOPE Center must meet the same qualifications as the Administrator.

3.8.2 Administrator Duties

- ✓ Notify parents regarding youth's whereabouts, physical and emotional condition, circumstances surrounding placement, and any referrals to CPS (see 3.3 above).
- ✓ If family reconciliation and voluntary return of the youth does not occur within 48 hours from the time of admission, and if the administrator does not think reconciliation will occur within 5 days of admission, then the administrator will provide the youth and parent with a copy of their rights and available services, including: [RCW43.185C.290 (5)]
 - Availability of counseling services
 - Right to file a child in need of services petition for an out-of-home placement, the right of a parent to file an at-risk youth petition, and the right of the parent

and child to obtain assistance in filing the petition

- Right to request the facility administrator or his or her designee to form a multidisciplinary team
 - Right to request a review of any out-of-home placement
 - Right to request a mental health or chemical dependency evaluation by a county-designated professional or a private treatment facility
 - Right to request treatment in a program to address the child's at-risk behavior under RCW [13.32A.197](#).
- ✓ Arrange transportation for the youth to:
- The residence of the parent as soon as possible if the youth and parent agree to the youth's return home or when the parent produces a copy of a court order requiring the youth to reside in the parent's home [RCW 43.185C.280 (2)(d)]
 - An out-of-home placement when agreed to by the youth and parent [RCW 43.185C.280 (2)(d)(ii)]; or
 - To a certified or licensed mental health or chemical dependency program of the parent's choice. [RCW 43.185C.280 (2)(d)(ii)]
 - Transportation shall be provided by parents according to their ability to pay, law enforcement, DSHS, or the provider. Any unmet transportation expenses must be assumed by the grantee. [RCW 43.185C.280 (2)]
- ✓ Approve the coming and going of youth who must leave during the day to attend school or other necessary appointments. The Administrator may appoint a designee to accompany a youth. (RCW 43.185C.315)

3.8.3 Placement and Liaison Specialist (PALS) Duties – (HOPE Only)

- ✓ Meet with a youth within eight hours (irrespective of business hours) of receiving HOPE center services. [RCW 43.185C.315 (2)(d)]
- ✓ Conduct an assessment that includes determination of youth's legal status regarding residential placement. [RCW 43.185C.315 (2)(a)]
- ✓ Work with the administrator to facilitate the youth's return to their legally authorized residence (including DSHS in the case of a dependent youth) at the earliest possible date or initiate processes to arrange legally authorized appropriate placement. [RCW 43.185C.315 (2)(b)]
- ✓ Interface with other relevant resources and system representatives to secure long-term residential placement and other needed services for the youth. [RCW

43.185C.315 (2)(c)]

- ✓ Facilitate a physical examination of any youth who has not seen a physician within one year prior to residence at a HOPE center and facilitate evaluation by a county-designated mental health professional, a chemical dependency specialist, or both if appropriate. [RCW 43.185C.315 (2)(e)]
- ✓ Arrange an educational assessment to measure the youth's competency level in reading, writing, and basic mathematics. The assessment must measure learning disabilities or special needs. [RCW 43.185C.315 (2)(f)]
- ✓ When appropriate, authorize readmission of youth who have run away from the HOPE center. The basis for readmission must be documented by specific factual findings. (RCW 43.185C.315)

3.8.4 Multidisciplinary Team (MDT)

The multidisciplinary team assists in a coordinated referral of the family to available social and health-related services. The team meets or communicates as often as necessary to assist the family.

The administrator must:

- ✓ Convene the local multidisciplinary team (as described in WAC 388-145-1965 through 388-145-1980):
 - At the request of a youth [RCW 43.185C.250 1(a)]; or
 - At the request of a youth's parent [RCW 43.185C.250 1(a)]; or
 - Immediately, if the administrator has reasonable cause to believe that a youth is a child in need of services and the parent is unavailable or unwilling to continue efforts to maintain the family structure. [RCW 43.185C.250 1(b)]
- ✓ Notify the parent of the multidisciplinary team. A parent may disband a team 24 hours, excluding weekends and holidays, after receiving notice of the team's formation except when a petition has been filed under RCW 13.32A.140. When an at-risk youth or dependency petition is filed the team shall cease to exist unless the parent requests continuation of the team or unless the out-of-home placement was ordered under RCW 13.32A.179 (3). [RCW 43.185C.250 1(c)]

If the administrator is unable to contact the youth's parent within 5 days, the administrator must contact DSHS and request the case be reviewed for a dependency filing under chapter 13.34 RCW. [RCW 43.185C.255 (5)]

- ✓ Request participation of appropriate state agencies to assist in the coordination and delivery of services through the multidisciplinary teams. [RCW 43.185C.250 (2)]
- ✓ A parent shall be advised of the request to form a multidisciplinary team and may select additional members of the multidisciplinary team. The parent or child may request any person or persons to participate including, but not limited to, educators, law enforcement personnel, court personnel, family therapists, licensed health care practitioners, social service providers, youth residential placement providers, other family members, church representatives, and members of their own community. The administrator shall assist in obtaining the prompt participation of persons requested by the parent or child. [RCW 43.185C.250 (4)]

MDT Coordinator

- ✓ At the first meeting, a member must be chosen to coordinate the team’s efforts. The parent must agree with the choice of coordinator. [RCW 43.185C.255 (3)]
- ✓ The coordinator may assist in filing a child in need of services petition when requested by the parent or child or an at-risk youth petition when requested by the parent. [RCW 43.185C.255 (4)]

1.

3.8.5 Training

3.8.5.1 Staff Competency

Staff must be trained so that they can effectively counsel youth and provide needed treatment, supervision, and structure for them [RCW 43.185C.295 (6)]. Training in the identified best practices in section 3.7 must be provided. Training for employees must be documented in administrative files.

Additional trainings may include, but are not limited to crisis intervention, professional boundaries, case management, motivational interviewing, strength based counseling, working with sexually exploited youth, working with SA/DV survivors, working with juvenile offenders, the needs of youth in foster care, street culture, poverty and homelessness, working LGBTQ youth, working with racial and ethnic minorities, etc.

3.8.5.2 Mandated Reporter Training

- ✓ All employees or volunteers who have access to youth must complete the DSHS Mandated Reporter Toolkit (<http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>).
- ✓ Documentation of completion must be in each individual’s personnel file.

3.8.5.3 Confidentiality Training/Information

All employees and volunteers must receive training and information regarding safeguarding participant confidentiality.

3.8.6 Staff Code of Conduct

Grantees must have a code of conduct policy outlining professional behavior for staff or volunteers. At a minimum it should address respect for all program participants and coworkers, maintaining a nonjudgmental attitude, prohibitions on personal or dual relationships with service participants, and a commitment to fulfilling professional duties with integrity, objectivity, and equity.

3.9 HOPE and CRC Facilities

3.9.1 Required Licensing

When licensing requirements differ from contract or other statutory requirements Grantees must meet the highest standard.

- ✓ The Department of Social and Health Services must license the HOPE or CRC facility.
- ✓ Licensing must be in good standing during the grant period. In the event of a rule violation or corrective action, the grantee must notify Commerce immediately.

3.9.2 Leaving a Facility

- ✓ The HOPE and CRC must be operated in a manner to reasonably assure youth will not run away. [RCW 43.185C.010 (22)]
- ✓ The facility administrator must establish reasonable hours for residents to come and go from the facility. Youth must not come and go at all hours of the day and night.
- ✓ A youth may be required to notify the administrator or administrator's designee of any intent to leave the center, the intended destination, and the probable time of return. If appropriate, the administrator may require a youth be accompanied by the administrator or designee when leaving the center. [RCW 43.185C.010 (22)]

4 Allowable Costs

4.1 Administration

4.1.1 Spending Limits

Up to 15 percent of total costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

4.1.2 Administrative Costs

- ✓ Allowable administrative costs are those costs that benefit the organization as a whole. They may include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment (up to \$1,000 per grant period unless approved in advance by Commerce) associated with these positions; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues; and Washington State Quality Award (WSQA) expenses. This list is not all-inclusive.
- ✓ General agency facilities costs (including those associated with executive positions) are also allowable administrative expenses. They include the following: rent, depreciation expenses, and operations and maintenance costs such as janitorial and utilities. This list is not all-inclusive.
- ✓ Administrative and facilities expenses must be supported by actual expenditures. If actual expenditures exceed the budget, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following two methods:
 - Billed directly such as IT services that are billed by the hour.
 - Allocated directly by means of a cost allocation plan. If the cost is related to executive personnel such that a direct relationship between the cost and the benefit cannot be established, the cost must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10% de minimus rate.

4.2 Operations

4.2.1 Programmatic Expenses

- ✓ Intake and assessment, including time spent assessing a youth, whether or not the youth is determined eligible.
- ✓ Case management and connection to resources

- ✓ Outreach services
- ✓ Data collection and entry costs
- ✓ Educational workshops or pro-social activities hosted or provided by Grantee
- ✓ Salaries/benefits for program staff
- ✓ Salaries/benefits to monitor sub grantees (or can be charged in Administration)
- ✓ Office space, utilities, supplies, equipment (up to \$1,000 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.
- ✓ General liability insurance and automobile insurance
- ✓ Support services as described in Section 4.2.2
- ✓ Other costs as approved in advance by Commerce

4.2.2 Support Services

Support services funding is the provision of goods or payments of expenses that directly help a participant to move towards independence and self-sufficiency. Support services must be noted in the participant's file. Support services payments must be paid directly to a third party on behalf of the participant.

- ✓ Participants are eligible for support services funding up to \$1,500 per participant.

Support Services are for items including but not limited to:

- ✓ Expenses associated with obtaining or maintaining employment including but not limited to things such as interview clothing, work uniforms or shoes, licensing or certification costs required for employment, costs associated with obtaining a state ID, bus passes for transportation, haircuts, or other related costs that contribute to employment.
- ✓ Expenses associated with enrolling in and attending school, excluding tuition cost or fees, including but not limited things such as application fees, placement tests, GED test, school ID's, school supplies (i.e. backpacks, pens, paper, etc.), bus passes, student activities fees, etc. Grantees should consult with homeless liaisons when possible prior to administering support services for education.
- ✓ Items necessary for health or safety to address an emergent need including but not limited to things such as food and water, clothing, hygiene supplies, first aid supplies, medical prescriptions, winter gear, etc.
- ✓ Cost of travel to achieve family reconciliation with a legal guardian or another adult designated by the legal guardian.

4.2.2.1 Ineligible Expenses

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

4.3 Facility Support

4.3.1 Spending Limits

The combined costs of mortgage payments and building rehabilitation may not exceed 10 percent of total costs over the course of the grant period.

4.3.2 Lease or Mortgage Payment

Lease, rent, or mortgage payment on a building used to provide emergency, temporary shelter.

4.3.3 Other Facility Costs

- ✓ Building rehabilitation and capital improvements including items done building-wide or affect a large portion of the property such as roof replacement exterior/interior painting, major repairs of building components, etc.
- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal).
- ✓ Maintenance staff and supplies (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff).
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services).
- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible youth (fuel for agency vehicle)
- ✓ On-site and off-site management costs related to the building.
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting.
- ✓ Other expenses as approved by Commerce

4.3.4 Ineligible Expenses

- Replacement or operating reserves
- Debt service
- Cable television service

Agency Partner Agreement

Washington State HMIS

The Homeless Management Information System (“HMIS”) is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

_____, (“Agency”) has elected to participate in HMIS.

Agency and the Department of Commerce agree as follows:

1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
 - (i) "Client" refers to a consumer of services;
 - (ii) "Partner Agency" refers generally to any Agency participating in HMIS.
 - (iii) “Agency staff” refers to both paid employees and volunteers.
 - (iv) “HMIS” refers to the HMIS system administered by Commerce.
 - (v) “Enter(ing)” or “entry” refers to the entry of any Client information into HMIS.
 - (vi) “Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency.
 - (vii) “The Balance of State Continuum of Care Steering Committee” or “Steering Committee” refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.
 - (viii) “Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.

- (ix) “De-identified Information” refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as “non-identifying” information.
- b. Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form **without** individual identifying Client information.
- c. Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system. Agency is responsible for determining and designating in HMIS whether information may or may not be shared using the Interagency Data Sharing Agreement available through Commerce.

2. Confidentiality:

- a. Agency will not:
 - (i) enter information into HMIS which it is not authorized to enter; and
 - (ii) will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.
- b. Agency represents that: **(check applicable items)**
 - (i) it is; is not; a “covered entity” whose disclosures are restricted under HIPAA (45 CFR 160 and 164); More information about “covered entities” can be found here: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html>
 - (ii) it is; is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
 - (iii) If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.
 - (iv) If Agency is subject to any laws or requirements which restrict Agency’s ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
- c. Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.

- d. Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.
- e. To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

3. Information Collection, Release and Sharing Consent:

- a. **Collection of Client Identified information:** An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.
- b. **Obtaining Client Consent:** In obtaining Client consent, each adult Client in the household must sign the ***HMIS Client Release of Information*** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the ***HMIS Client Release of Information***. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for themselves.
 - (i) Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.
 - (ii) Do not enter HIV/AIDS status in HMIS. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.
 - (iii) Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.
 - (iv) A Client may withdraw or revoke consent for Client identified information collection by signing the ***HMIS Revocation of Consent***. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.
 - (v) This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

4. No Conditioning of Services: Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information into HMIS.

5. Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

6. Client Inspection/Correction: Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.

7. Security: Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:

- a. **Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- b. **User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign a **User Policy, Responsibility Statement & Code of Ethics** ("User Policy"), which is found on the Commerce web page (www.commerce.wa.gov/hmiswa) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy
- c. **Computers:** Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:

- owned by Agency or approved by Agency for the purpose of accessing and working with HMIS
- protected from viruses by commercially available virus protection software
- protected with a software or hardware firewall
- maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes
- accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce' HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system

- staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely
- d. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

- e. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- f. **Records:** Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.
- g. **Retention of paper copies of personally identifying information:** Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

8. Information Entry Standards:

- a. Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

- b. Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- c. Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- d. Agency will enter all data for a particular month into HMIS database by the 5th business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.
- e. Agency will not alter or over-write information entered by another Agency.

9. Use of HMIS:

- a. Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.
- b. Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- c. Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.
- d. Agency will use HMIS database for legitimate business purposes only.
- e. Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.
- f. Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

10. Proprietary Rights of the HMIS:

- a. Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.
- b. Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

11. Steering Committee: Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.

12. Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of

any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

13. Limitation of Liability. Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

14. Disclaimer of Warranties. Commerce makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

15. Additional Terms and Conditions:

- a. Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.
- b. Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.
- c. Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.
- d. Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.
- e. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.
- f. If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.
- g. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

Signed,

<hr/> Executive Director Signature	<hr/> Print Executive Director Name	<hr/> Date	
<hr/> Agency Name			
<hr/> Street Address	<hr/> City	<hr/> State	<hr/> Zip Code
<hr/> Mailing Address (<i>Leave Blank If Same As Above</i>)	<hr/> City	<hr/> State	<hr/> Zip Code
<hr/> Diane Klontz, Assistant Director			<hr/> Date
Community Services and Housing Division			