



# Department of Commerce

## Guidelines

FOR THE

## Street Youth Services Grant

January 1, 2018 – June 30, 2019

Contents

<b>1</b>	<b>Grant Basics</b>	<b>4</b>
1.1	Overview	4
1.2	Authorizing Statute	4
1.3	Changes to Guidelines	4
1.4	Commerce Monitoring	4
1.5	Subgrantee Requirements	4
<b>2</b>	<b>Grantee Administration</b>	<b>6</b>
2.1	Fiscal Administration	6
2.1.1	Reimbursements	6
2.1.2	Back-up Documentation	6
2.1.3	Budget Revisions	6
2.2	Homeless Management Information System (HMIS)	6
2.2.1	Data Entry Timeliness	7
2.2.2	Anonymous Records	7
2.2.3	Special Circumstances	7
2.3	Records Maintenance and Destruction	7
2.4	Prohibitions	8
2.5	Nondiscrimination	8
2.6	Participant Rights and Responsibilities	8
2.7	Denial of Services	9
2.8	Termination of Services	9
2.9	Fraud	10
<b>3</b>	<b>Program Operations</b>	<b>11</b>
3.1	Program Criteria	11
3.1.1	Eligibility	11
3.2	Services Provided	11
3.2.1	Street Outreach	11
3.2.2	Family Reconciliation	11
3.2.3	Safe and Stable Housing	11
3.2.4	Social and Emotional Well Being	12
3.2.5	Education and Employment	12
3.2.6	Permanent Connections	12
3.3	Best Practices	12
3.3.1	Participant Centered Services	12

3.3.2	Positive Youth Development .....	12
3.3.3	Trauma Informed .....	13
3.3.4	Harm Reduction .....	13
3.3.5	Culturally Relevant Services.....	14
3.4	Staff Requirements.....	14
3.4.1	Background Checks .....	14
3.4.2	Training .....	15
3.4.3	Staff Code of Conduct .....	15
3.5	Operation of a Drop-In Center .....	15
3.5.1	Building Codes and Regulations.....	15
3.5.2	Resident Code of Conduct .....	15
3.5.3	Health and Safety.....	16
3.5.4	Substance Use .....	16
3.5.5	Weapons .....	16
<b>4</b>	<b>Allowable Costs .....</b>	<b>17</b>
4.1.1	Administration .....	17
4.2	Operations .....	17
4.2.1	Programmatic Expenses.....	17
4.2.2	Support Services .....	18
<b>5</b>	<b>Appendices.....</b>	<b>20</b>
5.1	Appendix A: HMIS Agency Partner Agreement .....	20

## **1 Grant Basics**

### **1.1 Overview**

The Street Youth Services (SYS) grant provides resources to engage, and assist youth under the age of eighteen who live outdoors or in another unsafe location not intended for occupancy by a minor and who are not residing with their parent or at their legally authorized residence.

### **1.2 Authorizing Statute**

RCW 43.330.702-710

### **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' SYS 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 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 Grantee Administration**

### **2.1 Fiscal Administration**

#### **2.1.1 Reimbursements**

Grantees must bill Commerce on a monthly or quarterly basis for reimbursement of allowable costs. Invoices are due on the 20<sup>th</sup> 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, data must be submitted to Commerce by the 15th calendar day following the month in which services were provided. If the 15<sup>th</sup> 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 include but are not

limited to fiscal and participant file documents related to program eligibility.

## **2.4 Prohibitions**

- ✓ Grantees may not require residents to participate in a religious service as a condition of receiving program assistance.
- ✓ Grantees may not require payment from shelter 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 pertain to service animals and assistance animals for people with disabilities.<sup>1</sup>

## **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.

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<sup>1</sup> [https://portal.hud.gov/hudportal/documents/huddoc?id=servanimals\\_ntcfheo2013-01.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=servanimals_ntcfheo2013-01.pdf)

- ✓ 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’s 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.
- ✓ Grantees that terminate or restrict eligible participants for an extended period of time must provide the participant, upon request, with a written explanation of the reason behind the termination or restriction, steps the participant can take to regain services,

or the date the restriction will be lifted. The Grantee must also provide the participant with referrals to alternate places where similar services can be received.

## **2.9 Fraud**

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

## **3 Program Operations**

### **3.1 Program Criteria**

#### **3.1.1 Eligibility**

A person under the age of eighteen who lives outdoors or in another unsafe location not intended for occupancy by a minor and who is not residing with his or her parent or at his or her legally authorized residence.

### **3.2 Services Provided**

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

#### **3.2.1 Street Outreach**

- ✓ Conduct community based outreach to engage and build positive relationships with runaway, homeless, and unaccompanied youth on streets in places known to be frequented by street youth to connect them to services.
- ✓ Provide emergency supplies to meet the immediate needs of runaway and homeless youth on the streets including access to first aid, food, water, clothing, hygiene, etc.
- ✓ Provide crisis intervention support to youth on the streets who may be in crisis
- ✓ Conduct assessments to determine the individuals needs of youth

#### **3.2.2 Family Reconciliation**

- ✓ Assist youth and families in achieving family reconciliation goals when safe and appropriate including but not limited to referring youth and families to Children's Administration for FRS services, working closely with HOPE or CRC programs to provide wraparound support and/or participate on multidisciplinary team (MDT) meetings.

#### **3.2.3 Safe and Stable Housing**

- ✓ Engage in permanency planning, which may include assisting youth with filing CHINS or dependency petitions, or finding other suitable temporary or long-term placement options when family reconciliation is not safe or appropriate such as referrals to HOPE or CRC's, overnight youth shelters, transitional housing<sup>2</sup>, host homes, extended foster care (EFC), etc. for which the youth may be eligible.

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<sup>2</sup> Ex. Responsible Living Skills Program (RLSP), Independent Youth Housing Program (IYHP), Young Adult Housing Program (YAHP), Transitional Living Program (TLP),

### **3.2.4 Social and Emotional Well Being**

- ✓ Provide or arrange for a range of services such as physical exams, mental or chemical dependency evaluations or treatment, or engagement in counseling, support groups, legal resources, etc. on an as needed basis.
  
- ✓ Connection to basic needs such as food, clothing, medical care, etc.

### **3.2.5 Education and Employment**

- ✓ Coordinate with homeless liaisons and school administrators to ensure out school youth can quickly enroll in K-12 education and/or other appropriate educational settings, and have access to needed transportation and resources to support school attendance.
  
- ✓ When appropriate assist youth in pre-employment skill building activities that will prepare them for future independence

### **3.2.6 Permanent Connections**

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

## **3.3 Best Practices**

### **3.3.1 Participant Centered Services**

- ✓ Services are individualized and responsive to the needs of each youth
  
- ✓ 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

### **3.3.2 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

### 3.3.3 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

### 3.3.4 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

### **3.3.5 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.

## **3.4 Staff Requirements**

### **3.4.1 Background Checks**

Grantee must ensure criminal history background checks have been completed for all employees, volunteers, and contractors who may have unsupervised access to youth. Criminal history background checks must be initiated for all prospective employees, volunteers and contractors who may have unsupervised access to youth served under this grant. Refer to [388-06A WAC](#) for information on convictions that would prohibit unsupervised access to children.

Under the Child and Adult Abuse Information Act (RCW 43.43.8321 or 43.43.830) conviction criminal history record information (CHRI) is available at no charge to non-profit organizations licensed in the state of Washington. Consult the Washington State Patrol website at <http://www.wsp.wa.gov/crime/chrequests.htm#abuse> for more information.

## **3.4.2 Training**

### **3.4.2.1 Provided and Documented Trainings**

Grantees must provide training for staff and document attendance in administrative files. Training in the identified best practices in section 3.7 must be provided.

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.

### **3.4.2.2 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>).

### **3.4.2.3 Confidentiality Training/Information**

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

## **3.4.3 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.

## **3.5 Operation of a Drop-In Center**

### **3.5.1 Building Codes and Regulations**

Drop in facilities under this grant must meet state, county, and municipal building codes and zoning regulations that apply where the drop in center operates [RCW 19.27].

### **3.5.2 Resident Code of Conduct**

- ✓ Grantees must establish minimum standards of conduct for all program participants that cultivates respect for others and maintains an environment free of violence. Rules must be posted visibly where all program participants can see them.
  
- ✓ Grantees that will serve sex offenders must have a process in place for their identification and address any safety concerns that may arise as a result.

### 3.5.3 Health and Safety

- ✓ Grantees must take steps to prevent the spread of infectious viruses, diseases or infestations including the common cold, hepatitis, blood borne pathogens, staph, lice, scabies, bed bugs, etc. Grantees must have a plan detailing steps taken.
- ✓ Whenever food is distributed to program participants, grantees must ensure that staff and volunteers follow proper food handling procedures as specified in existing applicable laws and regulations [RCW 246-215]. At least one staff person with a Washington State food handler's permit must supervise all food preparation activities. Grantees should follow DOH guidelines on *Charity Food Donations* accessed at <http://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/CharityFoodDonations>
- ✓ Grantees must have written basic emergency preparedness plan in the event of fire, power failure, earthquake, flood, or other natural disasters. Emergency response training must be conducted and documented annually or more often as needed.

### 3.5.4 Substance Use

- ✓ Grantees must inform program participants about policies and rules related to substance use. Entry to or exclusions from the drop-in center cannot be based upon a history of substance use alone, but should be based on behavior.
- ✓ Grantees must not allow program participants to use or sell drugs or illegal substances while on drop-in center premises. Grantees must have a plan for and provide training to staff on how to recognize, prevent, and respond to drug overdoses.
- ✓ Grantees must have a sharps biohazard container to collect used needles and syringes and provide training to staff on the proper disposal of these items.

### 3.5.5 Weapons

- ✓ To ensure the safety and security of all program participants and staff, Grantees must establish a policy for addressing the presence of weapons in the drop-in center or on the drop-in center premises.
- ✓ Grantees must not allow firearms of any kind, and must consult with law enforcement regarding the appropriate response in the event a firearm is found or is known to be on the drop-in premises. A firearm is defined according to RCW 9.41.040.

## 4 Allowable Costs

### 4.1.1 Administration

- ✓ 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.
- ✓ 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, entry, and reporting
- ✓ Development of program-specific policies and guidelines

- ✓ 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, baby formula, diapers, medical prescriptions, winter gear, tents, sleeping bags, 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.

5.1 Appendix A: HMIS Agency Partner Agreement

**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](http://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 5<sup>th</sup> 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,

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