



Department of Commerce

Guidelines

FOR THE

Homeless Student Stability Program (HSSP)

August 1, 2017 – June 30, 2018

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1 Grant Basics

1.1 Overview

The Homeless Student Stability Program (HSSP) grant is intended to link both unaccompanied students and families that include homeless students to stable housing located in the homeless student's school district. The goal of the program is to provide educational stability for homeless students by promoting housing stability.¹

The grant provides dedicated staff (known as "Homeless Housing Navigators") from a homeless service agency to partner with school district staff (McKinney-Vento Homeless Liaisons) in order to support students and their families with assistance to gain stable housing. The Homeless Housing Navigators will be primarily based in one or more schools in the school district awarded funds through the HSSP grant.

In partnership with school districts, Navigators will work in/with schools to:

- 1) Support unaccompanied homeless students by connecting them with runaway and homeless youth service providers.
- 2) Support homeless students and families with **diversion** and refer to the local administered **coordinated entry (CE)** system.

Definitions:

Diversion is a problem solving strategy that helps households experiencing a housing crisis to preserve their current housing situation or make immediate alternative arrangements outside of the homeless assistance system.

A **coordinated entry (CE) system** assesses and refers people experiencing homelessness to the services that will help them obtain and maintain housing stability. Each county in Washington State has a homeless coordinated entry site.

Unaccompanied homeless youth are youth under the age of 18 experiencing homelessness while not in the physical custody of a parent or guardian.

1.2 Authorizing Statute and Fund Sources

Chapter [RCW 43.185C](#) Homeless Housing and Assistance authorizes these funds. [RCW 43.185C.340](#) establishes HSSP grant.

¹ RCW 43.185C.340

2 Administrative Requirements of Lead Grantees

2.1 Performance Requirements

Performance measures are outcomes that help evaluate the effectiveness of the program. Success for the HSSP is defined by increased housing stability for households served by the program. Each performance measure indicated below has a **target** that is the level of desirable performance that each intervention type should reach to indicate a high performing program.

Homeless housing providers will have an *HSSP “Other”* project in HMIS to track services and outcomes.

Program progress includes all households that are:

- 1) Assisted with HSSP diversion services and stably housed at exit:

Housing Status	Performance Target
Homeless	30%
At-risk of homelessness	90%

- 2) Assisted with a complete referral to CE, including follow-up to confirm connection to CE provider (for homeless households whose housing crisis was not resolved through diversion assistance):

Housing Status	Performance Target
Homeless	80% (remaining 20% of referrals may be incomplete because the household self-resolved the housing crisis, or there is an unknown outcome)

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

Commerce will monitor lead grantees’ HSSP grant activities. Lead 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.

2.2.3 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action. 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).

2.2.3.1 Back-up Documentation

All submitted invoices must include the HSSP Voucher Detail Worksheet and the required HMIS reports. Invoices may not be paid until the report(s) are received and verified. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

2.2.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Budget Caps must be maintained with each revision.

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

3 Services Provided by Homeless Housing Navigators

3.1 Service Delivery

Commerce promotes evidence-based service delivery models that efficiently move people experiencing homelessness into permanent destinations.

3.1.1 Prioritization

Programs must prioritize **unsheltered** homeless households and **unaccompanied homeless youth** for services.

3.1.2 Voluntary Services

Programs must not terminate or deny services to households based on refusal to participate in supportive services. Supportive services are helping or educational resources that include support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services, and social activities.

Supportive services do not include housing stability planning or case management.

3.1.3 Progressive Engagement

Homeless Housing Navigators must employ a progressive engagement service model. Progressive Engagement includes the following components:

- ✓ Whenever possible, households experiencing a housing crisis should be diverted from entering homeless housing programs through problem-solving conversations, linkages to mainstream and natural supports, and/or flexible and light-touch financial assistance.
- ✓ Initial services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent follow-up determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each household.
- ✓ Having already received assistance does not negatively impact a household's eligibility if they need services again.

3.1.4 Diversion

A problem-solving **diversion** conversation should occur prior to a referral to CE.

Diversion is a problem solving strategy that helps households experiencing a housing crisis to preserve their current housing situation or make immediate alternative arrangements outside of the homeless assistance system. Homeless Housing Navigators must work with homeless students and families to identify each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability.

Diversion assistance involves on-going problem solving conversations that are client-driven, strength-based, and consider linkages to natural supports, creative solutions, and all possible housing options.

3.1.5 Outreach

Services provided by Homeless Housing Navigators may include street outreach. Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for

the purpose of connecting them with emergency shelter, housing, or other critical services.

Homeless Housing Navigators providing outreach services should connect with other providers in the community providing homeless outreach in order to coordinate services and avoid to duplication of services.

3.1.6 Family Reconciliation and Providing Services to Unaccompanied Homeless Youth

Homeless Housing Navigators may find that family reconciliation is the most appropriate solution to a housing crisis for a youth participant. Homeless Housing Navigators may 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 Family Reconciliation Services (FRS), working closely with HOPE Center or Crisis Residential Center programs to provide wraparound support and/or participate on multidisciplinary team (MDT) meetings.

Recommendations and best practices regarding providing services to unaccompanied homeless youth are referenced in Appendix C.

4 Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing.

Eligible households must meet housing status requirements as detailed below and in the following sections in order to be eligible for services.

Families	Unaccompanied Homeless Youth
<ul style="list-style-type: none">• Homeless• At imminent risk of losing housing	<ul style="list-style-type: none">• Homeless• At imminent risk of losing housing• Unstably housed (staying with friends/family in an unstable situation, couch surfing, etc.)

4.1 Housing Status Eligibility

4.1.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

4.1.1.1 Unsheltered Homeless:

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

4.1.1.2 Sheltered Homeless:

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

4.1.2 At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support

networks needed to obtain other permanent housing.

4.1.3 Unstably Housed (Unaccompanied Homeless Youth Only)

The McKinney Vento definition of homelessness includes individuals who lack a fixed, regular, and adequate nighttime residence. This includes:

- ✓ Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason
- ✓ Living in motels/hotels due to lack of alternative accommodations

4.2 Documentation of Housing Status

Housing status must be verified prior to the use of Flexible Funding. See Appendix A: HSSP Verification of Household Eligibility.

Housing status documentation must be kept in the client file. Documentation must be dated within 30 days of the service provided.

Only households receiving Flexible Funding are required to provide Documentation of Housing Status.

5 Allowable Expenses

5.1 Operations

Operations expenses are directly attributable to HSSP.

- ✓ Salaries and benefits for staff costs directly attributable to the program, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, equipment (up to \$1,500 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel/per diem.

5.1.1 Program Expenses

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), [SSI/SSDI Outreach, Access, and Recovery \(SOAR\)](#), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- ✓ Mediation and outreach to property owners/landlords related to locating or retaining housing (landlord incentives).
- ✓ Outreach services.
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources.
- ✓ Data collection and entry.
- ✓ General liability insurance and automobile insurance.
- ✓ Other costs as approved in advance by Commerce.

5.2 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses which directly help a household to obtain or maintain permanent housing or meet essential household needs. Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items.²

Other allowable costs include utility payments/deposits, rental application fees, background/credit check fees, incentives paid to landlords, including reimbursement for damages, and other costs approved by Commerce.

Households are eligible for Flexible Funding up to \$1,500 per household. Essential household need items are exempt from the \$1,500 cap.

² WAC 388-400-0065

Flexible Funding payments must be paid directly to a third party on behalf of the household.

5.2.1 Ineligible Expenses

- ✓ Rent payments, rent arrears, and security deposits for rentals.
- ✓ Phone, cable, satellite or internet deposits or services.
- ✓ Mortgage assistance and utility assistance for homeowners.
- ✓ Hotel/motel expenses.
- ✓ Lot rent for RV or manufactured home.

5.3 Administration

Up to 15 percent of total reimbursed 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 benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits.
- ✓ General organization insurance.
- ✓ Organization wide audits.
- ✓ Board expenses.
- ✓ Organization-wide membership fees and dues.
- ✓ Washington State Quality Award (WSQA) expenses.
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance.

All amounts billed to administration must be supported by actual costs. If actual costs exceed the budgeted limit, they may be charged in equal monthly amounts. These costs must be charged to grant cost centers by one of the following three methods:

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established 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 percent de minimus rate.

6 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

6.1 HMIS

Lead/subgrantees providing direct service must enter client data into the Homeless Management Information System (HMIS).

Client household data must be entered into the local HMIS within 14 calendar days following the date of enrollment.

For data integration Counties, HUD Data standard compliant data must be uploaded to the state's HMIS data warehouse using HUD XML 5.1 or updated schema no later than the 30th calendar day following the end of each month.

Counties not able to export and upload client data to the state HMIS must use the state HMIS for client data entry.

6.1.1 Data Quality

Data quality is measured by the percent of valid data collected for each data element. "Client doesn't know", "Client refused", and "Data not collected" are considered invalid responses and will count against data quality. Data quality will be reviewed as a part of contract monitoring.

6.1.2 Consent for Entry of Personally Identifying Information

6.1.2.1 Identified Records

- ✓ Personally identifying information (PII)³ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* except when only telephonic consent has been received. See Appendix C: Agency Partner HMIS Agreement.

6.1.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one or more adult member does not provide informed consent for themselves or their dependents.
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Minors (under the age of 18) entering programs independently (without a parent or guardian).
- ✓ Households in programs which are required by funders to report HIV/AIDS status.

6.1.2.3 Special Circumstances

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

³ PII includes name, social security number, birthdate, address, phone number, email, and photo.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

6.2 Additional Requirements

6.2.1 Fraud

Lead/subgrantees must inform Commerce if funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent fraud and ensure allowable use of funds.

6.2.2 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment. See HSSP Grant General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

6.2.3 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.
- ✓ If a program serves households with children, the program must serve all family compositions.

6.2.4 Nondiscrimination

As stated in the HSSP Grant General Terms and Conditions Section 9 and Section 22, lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees 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 guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and its amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race, color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Local nondiscrimination laws may include additional protected classes.

7 Appendices

7.1 Appendix A: Required Forms

The following forms are required, if applicable. Forms may be modified if all of the content is included. These forms can be found on the Department of Commerce [website](#).

- ✓ HMIS Informed Consent Form
- ✓ Self-declaration Form
- ✓ Certification of Payment Obligation/Potential Eviction for Friend/Family Form
- ✓ HSSP Verification of Household Eligibility (included on the next three pages)



HSSP Verification of Household Eligibility

Applies only to households receiving Flexible Funding.

Section 1	Client Identification	Enter client name, date, and HMIS Client Identifier.
Section 2 and Section 3	Housing Status Verification	Check the appropriate box and include the documentation in the client file. <u>For families, complete Section 2. For unaccompanied minors, complete Section 3.</u> <i>Households entering emergency shelter are exempt from housing status requirements.</i>
Section 4	Documentation of No Subsequent Residence and Insufficient Resources/Support Networks	Describe how the household lacks the financial resources and support networks necessary to obtain other permanent housing, and that no other housing options have been identified. <i>Required for households who are at imminent risk of homelessness/unstably housed.</i>

Homeless Student Stability Program Verification of Household Eligibility

Section 1- Client Identification:

Client Name	
HMIS Client Identifier	
Date	

Section 2 – Housing Status Verification for Families:

	Situation	Required Documentation
Homeless	Unsheltered (place not meant for human habitation)	<input type="checkbox"/> Third party verification, including outreach workers OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating what type of place they were staying the night before.
	Residing in a temporary housing program	<input type="checkbox"/> Letter signed and dated from the provider of the temporary housing. OR <input type="checkbox"/> A telephone call to the provider of temporary housing that is documented, signed, and dated by the Homeless Housing Navigator making the call. OR <input type="checkbox"/> Current HMIS record from homeless housing program, including dates of stay.
	Exiting a system of care and previously homeless	<input type="checkbox"/> Letter signed and dated by system of care representative. Letter must include: a statement verifying current stay of household member(s), and must indicate household member(s) have no available housing option after exiting and that household was homeless prior to entering the system of care
	Fleeing domestic violence, sexual assault, stalking, etc.	<input type="checkbox"/> Signed and dated self-declaration by applicant (complete Self-Declaration form).
At Imminent Risk of Homelessness-Losing Housing Within 14 Days <i>(Completion of Section 4 is also required.)</i>	Staying with friends/family or hotel/motel	<input type="checkbox"/> Letter signed and dated from the provider of the temporary residence. Letter must include: <ol style="list-style-type: none"> a. Statement verifying the applicant’s current living situation, and b. Date when the household must vacate the temporary housing. OR <input type="checkbox"/> Copy of Certification of Payment Obligation/Potential Eviction for Friend/Family form. OR <input type="checkbox"/> A telephone call to the provider of temporary housing that is documented, signed, and dated by the Homeless Housing Navigator making the call. OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating where they are residing. <u>Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.</u>
	Renting	<input type="checkbox"/> Written and signed notice from the landlord that includes the date when the household must vacate within 14 days. AND Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit.
	Exiting a system of care	<input type="checkbox"/> Letter signed and dated by system of care representative. Letter must include: <ol style="list-style-type: none"> a. Statement verifying current stay of household member(s), and b. Indicate household member(s) have no available housing option after exiting.

Section 3 – Housing Status Verification for Unaccompanied Homeless Youth:

Situation		Required Documentation
<p>Homeless</p> <p><i>OR</i></p> <p>At Imminent Risk of Homelessness-Losing Housing Within 14 Days</p> <p><i>OR</i></p> <p>Unstably Housed</p> <p><i>(Completion of Section 4 is also required for households at imminent risk or unstably housed.)</i></p>	Unsheltered (place not meant for human habitation)	<input type="checkbox"/> Third party verification, including outreach workers OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating what type of place they were staying the night before. OR <input type="checkbox"/> A telephone call or conversation with the McKinney-Vento Homeless Liaison that is documented, signed, and dated by the Homeless Housing Navigator making the call.
	Residing in a temporary housing program	<input type="checkbox"/> Letter signed and dated from the provider of the temporary housing. OR <input type="checkbox"/> A telephone call to the provider of temporary housing that is documented, signed, and dated by the Homeless Housing Navigator making the call. OR <input type="checkbox"/> Current HMIS record from homeless housing program, including dates of stay. OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating what type of place they were staying the night before. OR <input type="checkbox"/> A telephone call or conversation with the McKinney-Vento Homeless Liaison that is documented, signed, and dated by the Homeless Housing Navigator making the call.
	Exiting a system of care	<input type="checkbox"/> Letter signed and dated by system of care representative. Letter must include: a statement verifying current stay of household member(s), and must indicate household member(s) have no available housing option after exiting. OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating what type of place they were staying the night before. OR <input type="checkbox"/> A telephone call or conversation with the McKinney-Vento Homeless Liaison that is documented, signed, and dated by the Homeless Housing Navigator making the call.
	Fleeing domestic violence, sexual assault, stalking, etc.	<input type="checkbox"/> Self-declaration signed and dated by applicant.
	Staying with friends/family or hotel/motel	<input type="checkbox"/> Letter signed and dated from the provider of the temporary residence. Letter must include: <ol style="list-style-type: none"> a. Statement verifying the applicant’s current living situation OR <input type="checkbox"/> A telephone call to the provider of temporary housing that is documented, signed, and dated by the Homeless Housing Navigator making the call. OR <input type="checkbox"/> A telephone call or conversation with the McKinney-Vento Homeless Liaison that is documented, signed, and dated by the Homeless Housing Navigator making the call. OR <input type="checkbox"/> Self-declaration signed and dated by applicant stating where they are residing.

Section 4 – Documentation of No Subsequent Residence and Insufficient Resources/Support Networks
(required for households at imminent risk of homelessness/unstably housed). This requirement is in addition to housing status documentation.

<p>Please describe how the household lacks the financial resources and support networks necessary to obtain other permanent housing, and that no other housing options have been identified.</p>	
<p>Client Signature</p>	
<p>Homeless Housing Navigator Signature</p>	
<p>Date</p>	

7.2 Appendix B: Agency Partner HMIS Agreement

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:

General Understandings:

In this Agreement, the following terms will have the following meanings:

- “Client” refers to a consumer of services;
- “Partner Agency” refers generally to any Agency participating in HMIS.
- “Agency staff” refers to both paid employees and volunteers.
- “HMIS” refers to the HMIS system administered by Commerce.
- “Enter(ing)” or “entry” refers to the entry of any Client information into HMIS.
- “Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency.
- “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.
- “Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.
- “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.

- 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.
- 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.

Confidentiality:

Agency will not:

- enter information into HMIS which it is not authorized to enter; and
- 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.

Agency represents that: *(check applicable items)*

- 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>
- it is; is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
- 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.
- 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.

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.

- a. 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.
- b. 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.

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.
 - 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.
 - 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.
 - 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.
 - 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.

- 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.

c. **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.

d. **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.

e. **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.

f. **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.

g. Information Entry Standards:

- Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.
- 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.
- Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- 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.
- Agency will not alter or over-write information entered by another Agency.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. **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.

n. **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.

7.3 Appendix C: Office of Homeless Youth Recommendations and Best Practices for Providing Services to Unaccompanied Homeless Youth

This section serves only to highlight what currently are identified as best practices for working with homeless youth. The following best practices are drafted by the Office of Homeless Youth at the Department of Commerce, and are provided here as reference material.

Services should be tailored to individuals as well as *developmentally appropriate*. Because of the range of ages Homeless Housing Navigators may encounter, not all of the recommendations listed below will always be appropriate.

7.3.1 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

7.3.2 Positive Youth Development

Positive Youth Development theory includes, but is 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
- ✓ Cultivating internal and external protective factors
- ✓ Creating meaningful opportunities for engagement
- ✓ Meeting youth where they are at

7.3.3 Trauma Informed

Trauma informed care includes, but is not limited to:

- ✓ Understanding the neurobiology of trauma, and how it affects brain development
- ✓ Understanding acute as well as complex trauma
- ✓ Recognizing symptoms of trauma and post-traumatic stress disorder (PTSD)
- ✓ Responding to the impact of trauma by emphasizing physical, psychological, and emotional safety

- ✓ Understanding power and control dynamics and how they are utilized to trap survivors into cycles of abuse and victimization
- ✓ Rebuilding sense of empowerment and control by promoting self determination
- ✓ Integrating knowledge of trauma into organizational policies, practices, and procedures
- ✓ Resisting re-traumatization
- ✓ Addressing vicarious trauma and burnout

7.3.4 Harm Reduction

Harm reduction principles and practices include, but are not are not limited to:

- ✓ Emphasizing health and quality of life
- ✓ Knowledge of 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

7.3.5 Culturally Relevant Services

- ✓ Grantee should provide appropriate, accessible, and culturally relevant services to youth and their families.
- ✓ Service delivery should 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.