



Department of Commerce

Guidelines

FOR

Ancillary Therapeutic Service

July 1, 2019 – June 30, 2021

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1 Grant Basics

1.1 Overview

- ✓ Ancillary Therapeutic Services (ATS) provides family reconciliation, therapy/counseling, or other behavioral health services to eligible youth. The following guidelines are included as an addendum to and inclusive of any applicable OHY program guidelines.

1.2 Authorizing Statute

- ✓ [RCW 43.330](#)

2 Grant Management

2.1 Changes to Guidelines

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

2.2 Commerce Monitoring

Commerce will monitor grantees 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.

2.3 Grantee Performance

- ✓ Grantee performance will be evaluated using a three-pronged approach consisting of evaluating quarterly and annual HMIS data, reviewing grantee submitted Performance Progress Reports (PPR), and Participant Satisfaction surveys. (See [Appendix B](#), [C](#), and [D](#)¹)
- ✓ Commerce will monitor grantees progress towards achieving performance outcomes that align with OHY's five priority areas, in accordance with the [US Interagency Council on Homelessness](#) and [RCW 43.330.700](#) including:
 - Safe and Stable Housing
 - Permanent Connections
 - Family Reconciliation
 - Education & Employment
 - Social and Emotional Well Being
- ✓ Performance Progress Reports (PPR's) shall be submitted semi-annually during the contract period as specified by Commerce.

2.4 Subgrantee Requirements

- ✓ The Grant General Terms & Conditions Section 32 identifies sub-contracting requirements. In addition, all subgrantee 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 subgrantees at any time for data quality, monitoring, fiscal and other issues.

¹ The Participant Satisfaction Survey will be implemented starting in FY 21; It will be available via hard copy and online Survey Monkey

- ✓ 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, regional or statewide nonprofit housing assistance organizations, or private for-profit entity.
- ✓ Grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.
- ✓ Grantees must notify Commerce of any changes in selection of subgrantees.

2.5 Subgrantee Risk Assessment and Monitoring

- ✓ Grantees are responsible for ensuring subgrantee compliance with all requirements identified in the guidelines. Grantees must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting funds to a subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, type of monitoring (remote, on-site), and the program requirements being reviewed.
- ✓ Grantee should maintain policies and procedures that guide risk assessment and monitoring activities.
- ✓ Commerce reserves the right to require grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

3 Allowable Costs

3.1 Administration

- ✓ Allowable administrative costs are those costs that benefit the organization as a whole and cannot be attributed to a particular program. Administrative costs may include the same types of expenses listed in program operations (such as IT staff and office supplies).
- ✓ Administrative costs may include but are not limited to the following:
 - Executive director/accounting/human resources/IT salaries 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 position) such as rent, depreciation expenses, and operations and maintenance.
- ✓ 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 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 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.

3.2 Program Operations

3.2.1 Program Expenses

- ✓ Salaries and benefits for staff when providing services described in [Section 5.4](#), developing program specific policies, collecting or entering HMIS data, and/or monitoring sub grantees
- ✓ Professional services for independent contractors (i.e. consultants/specialist) providing program specific, time limited technical assistance (i.e. evaluation, clinical consultation, translation services, IT services, etc.)

- ✓ Office equipment including computers, phones, etc. up to \$1500 per grant (unless approved in advance) and supplies including printing, postage, outreach materials, etc.
- ✓ Office space rent or leasing costs (cost allocate by sq. ft.)
- ✓ Office utilities including power, internet, phone, w/s/g, etc.
- ✓ Training registration, participation, or facilitator fees
- ✓ Travel expenses including per diem, airfare, lodging, gas, etc., gas used in agency or private vehicles for purposes of providing program services, and/or agency vehicle repairs (not covered by auto insurance) or maintenance necessary to ensure safe and legal operation of an agency vehicle.
- ✓ General liability, auto, or other insurance as required per contract
- ✓ Staff recruitment/job advertising specific to the program
- ✓ Support services as described in Section 3.2.2
- ✓ Other costs as approved by Commerce

3.2.2 Support Services

- ✓ Support services are the provision of goods or services directly associated with a participant's service plan goals, helping a participant move towards independence and self-sufficiency, and/or address an emergent need
- ✓ Support services are for items including but not limited to:
 - Expenses associated with obtaining or maintaining employment including interview clothing, work uniforms/shoes, licensing or certification costs, state ID, haircuts, or other costs that contribute to employment
 - Expenses associated with enrolling and attending school (excluding tuition, tuition related fees) including GED tests, school ID's, school supplies (i.e. backpacks, pens, paper, etc.), activity fees, college application or placement test fees, etc. Grantees should consult with homeless liaisons, when applicable, prior to providing support services for education
 - Items necessary for health and/or safety to address an emergent need including but not limited to things such as food, water, clothing, hygiene, first aid, baby formula, diapers, medical prescriptions, winter gear, tents, sleeping bags, etc.
 - Daily transportation expenses (i.e. bus passes, taxi, gas vouchers, etc.) associated with the fulfillment of service plan goals, to address an emergent need, and/or long distance travel (i.e. airfare, Greyhound, etc.) that facilitates family reconciliation with a legal guardian or designated adult
 - Other items as approved in advance by Commerce
- ✓ Support services does not include program materials purchased for common use (i.e. food, hygiene supplies, etc.) if those items cannot be attributed to a specific program participant or paid directly to a third party on behalf of that participant.

- ✓ Participants are eligible for support services up to \$1,500 per participant per fiscal year (excluding items necessary to address an emergent need), and must be documented in the participants file.

3.2.3 Ineligible Expenses

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

4 Administration

4.1 Fiscal Administration

4.1.1 Budget Caps

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

4.1.2 Reimbursements

- ✓ Grantees must bill Commerce on a monthly basis for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services, except in July (June billing) when it is due on a date to be specified by Commerce. If the grantee fails to file an invoice within a three-month period, without a reasonable explanation, Commerce will suspend payments, notify the grantee, and take follow-up action that may include terminating the grant agreement. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.
- ✓ Invoices must be submitted online using the Commerce Contract Management System (CMS) through [Secure Access Washington \(SAW\)](#).

4.1.3 Reportable Expenses

- ✓ A Reportable Expense Template (click [here](#) for template and training video) must accompany invoices that include requests for eligible costs for good or services in amounts of at least \$1000 per subcontractor or sub-subcontractor, per payment or set of payments, over an invoicing period.
 - *A subcontractor is a vendor who has received payment by the contractor (i.e. grantee) for goods or services.*
 - *A set of payments are multiple payments made to the same subcontractor for goods or services over an invoicing period (ex. three separate payments of \$350 to Costco for food in one invoice, totally \$1050, which is a reportable expense).*
- ✓ The following type of costs are exempt from being a reportable expense:
 - Rent or lease costs
 - Utilities
 - Taxes, fees, and other governmental service charges
 - Employee compensation, including wages and benefits
 - Payments or reimbursements for individual client costs (i.e. support services),

including a client's rent, energy assistance, etc.

- Real estate/land acquisition
 - Any payments made by a subcontractor that is a retail or wholesale business
- ✓ If the grantee has no reportable expenses for the invoicing period they must indicate so on the invoice by selecting the "all expenses under \$1,000" box.

4.1.4 Back-up Documentation

- ✓ All submitted invoices must include the following documentation: Monthly Voucher Detail and any other report that Commerce may develop. Invoice vouchers may not be paid until the report is received and verified.
- ✓ Commerce may require a grantee to submit additional detailed source documentation for any charges. The grantee must maintain copies of all reimbursement requests and backup documentation. Records that disclose all costs charged to the Commerce grant must be maintained.
- ✓ Grantees must retain original invoices submitted by any subgrantees.

4.1.5 Budget Revisions

- ✓ Revisions must be documented on the Budget Revision Form and approved by Commerce. Caps on budget categories ([Section 4.1.1 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.

4.1.6 Fraud

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

4.2 Homeless Management Information System (HMIS)

4.2.1 Data Entry and Reporting

- ✓ Grantees must enter ATS data² in HMIS for every project for which ATS recipients are enrolled within 10 calendar days following the month services were provided.

² Commerce will provide a customized HMIS service data element to be added to all projects for which ATS recipients are enrolled.

5 Program Operations

5.1 Eligibility

- ✓ Ancillary Therapeutic Services (ATS) may be provided to youth enrolled in any OHY program and/or unaccompanied homeless youth (ages 12 to 17) and young adults (ages 18 to 24) enrolled in another HMIS project (regardless of funding source).

5.2 Services

Ancillary Therapeutic Services include the following:

- ✓ Crisis Intervention
- ✓ Family reconciliation efforts including mediation, counseling/therapy, prevention/education, and/or activities that promote positive relationship building between youth and families
- ✓ Formation of multi-disciplinary teams (MDT) involving members of the youth's family and/or support system that assist in the coordination of services towards achieving family reconciliation and/or safe and stable housing.
- ✓ Trauma informed and evidence based group or individual counseling/therapy provided by a licensed social worker, therapist, counselor, or psychologist.
- ✓ Peer counseling or support groups
- ✓ Substance abuse prevention/education
- ✓ Harm reduction counseling/services (i.e. sex education, HIV prevention, etc.)
- ✓ Other interventions as approved by Commerce

6 Appendices

6.1 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 (Victim Service Providers) 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 aged 13 or older may consent to have their personally identifying information entered in HMIS
 - (i) Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies (Victim Service Providers) 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 personal identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.
 - (v) This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

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

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

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

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

- a. **Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- b. **User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign a **User Policy, Responsibility Statement & Code of Ethics** ("User Policy"), which is found on the Commerce web page (www.commerce.wa.gov/hmiswa) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy
- c. **Computers:** Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see <https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). until the HMIS Proposed Rule is finalized and replaces the current Standards: <https://www.hudexchange.info/resource/1967/hearth-proposed-rule-for-hmisrequirements/>. 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 (no personal devices)
- Portable Electronic Devices (i.e., tablets, cell phones) may only be used for HMIS with prior written approval from Commerce
- 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 and electronic devices are not in use and staff is not present, steps should be taken to ensure that the computers, electronic devices and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer or electronic device in a secure area, or shutting down the computer entirely
- d. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.
- Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.
- e. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- f. **Records:** Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

- g. **Retention of paper copies of personally identifying information:** Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

8. Information Entry Standards:

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

9. Use of HMIS:

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

10. Proprietary Rights of the HMIS:

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

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

12. Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

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

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

15. Additional Terms and Conditions:

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

- g. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

Signed,

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

6.2 Appendix B: Performance Measures

The measures below have been updated since we first included draft performance measures in January 2018. The updates are a reflection of feedback provided by grantees, consultants, HMIS system administrators, national best practices, and youth advocates.

- There are two new DRAFT measures under consideration including:
 - 1) To what extent a destination is perceived as safe by youth (Safe and Stable Housing),
 - 2) Positive adult or community connections (Permanent Connections)
- Introduction of a DRAFT Performance Progress Report (PPR) to supplement performance data (See [Appendix D](#)) with narrative, which contextualizes data, and allows grantees to discuss challenges, barriers, successes, recommendations, etc. PPR's will be requested quarterly or semi-annually as to be determined starting with new contract in July of 2019.

OHY is currently finalizing data dashboards that can be used with grantees to evaluate performance, upon which time OHY will begin the process of identifying performance benchmarks (Phase 2) and addressing data quality issues with grantees. The final set of performance measures will be included with new contract in July of 2019.

SAFE AND STABLE HOUSING

Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Definition and Notes
Safe and Stable Housing	Increase in % of youth who exit to safe and stable housing	Project Exit	3.12 Destination	All	See OHY_HUD Outcome Matrix for description of temporary and permanent destinations that are considered stable by project type
			<i>(Under Consideration)</i> R19 Safe and Appropriate Exit		<i>(Under Consideration)</i> Destinations are considered safe as determined by the youth
Returns to Homelessness	Increase in % of youth who maintain safe and stable housing	6 and 12 Months Post-Project Exit	3.11 Project Start Date; 3.10 Project Exit Date	HOPE, CRC YAHP, IYHP	Percent who enroll or reappear in an outreach, shelter, or service only type project after exiting to a PH destination.
Length of Stay	Reduction in the median number of days to exit to safe and stable housing	Project Exit	3.10 Project Start Date; 3.11 Project Exit Date; 4.14 Bed Night(YAS)	SYS, YAS	For night-by-night shelter, number of days in project is measured by non-continuous bed nights during the project enrollment

<i>FAMILY RECONCILIATION</i>					
Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Family Reconciliation	Increase in % of youth who exit to permanently living with family	Project Exit	3.12 Destination	HOPE, CRC, SCRC, SYS	

EDUCATION & EMPLOYMENT

Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Education	Increase in % of youth who are currently enrolled in school or have graduated from HS, or obtained GED	Project Entry & Exit	R5 School Status	HOPE, CRC, SYS, YAHP, IYHP	Includes youth who maintain attendance or obtain a HS diploma or GED during enrollment Excludes youth who already graduated HS or obtained a GED at project enrollment
Employment	Increase in % of youth who are currently working	Project Entry & Exit	R6 Employment Status	YAHP, IYHP	Includes youth working at project entry who maintain employment during enrollment Excludes youth unable to work due to a disability.
Income	Increase in % of youth with increased income	Project Entry & Exit	4.2 Income and Sources		Includes cash benefits

SOCIAL & EMOTIONAL WELL BEING

Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Healthcare	Increase in % of youth who obtain healthcare coverage	Project Entry & Exit	4.4 Health Insurance	HOPE, CRC, SYS, YAHP, IYHP	Excludes youth who said yes to already having healthcare coverage at project enrollment
Mental Health	Increase in % of youth with a mental health issue who receive counseling ³	Project Entry; During Project Enrollment	4.9 Mental Health Problem; R18 Counseling	HOPE, CRC, YAHP, IYHP	Includes youth who identified a mental health issue at project enrollment who received counselling services
Substance Abuse Treatment & Education	Increase in % of youth with a substance abuse issue who receive a service connection to substance abuse treatment or education/prevention services	Project Entry: During Project Enrollment	4.10 Substance Abuse: R14 RHY Service Connections		Includes youth who identified a substance abuse issue at project entry who receive a service connection during project enrollment

³ Counseling includes the provision of guidance, support, and/or referrals for counseling services

PERMANENT CONNECTIONS

Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Engagement	Increase in % of youth who engage in case management	During Project Enrollment	4.13 Date of Engagement	SYS	Engagement occurs when an interactive client relationship results in a deliberate assessment or beginning of a case plan.
Length of Time To Engage Youth	Reduction in median number of days to engage youth	During Project Enrollment	3.10 Project Start Date; 4.13 Date of Engagement		
<i>(Under Consideration)</i> Positive Adult or Community Connections	Increase in % of youth who have a permanent positive adult or community connection outside of the project	Project Exit	R19 Safe and Appropriate Exit	SYS,HOP,CRC YAHP, IYHP	

ALL MEASURES					
Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Independent Living Skills (ILS)	Increase in % of youth with an increase in independent living skills (ILS)	Project Entry& Exit	Custom	YAHP, IYHP	Measured by increase in ILS using a custom assessment question in HMIS.
Youth Centered Programming	TBD	TBD	Not an HMIS data element	All	Measured by responses to questions on a client satisfaction survey (link to survey to be provided with FY 20 contracts)

DATA QUALITY MEASURES					
Outcomes	Indicator	Time of Measurement	HMIS Data Elements	Programs	Notes
Reduce Unknown Exits	Reduction in % of youth who exit project to an unknown destination	Project Exit	3.12 Destination	YAS, HOPE, CRC	Unknown destinations includes no exit interview completed, client doesn't know, client refused, data not collected, other, or null responses

6.3 Appendix C: Performance Progress Report

Office of Homeless Youth Performance Progress Report (PPR)

1. Grantee:	2. Contract Number:
3. Contract Manager:	4. Contract Period:
5. Report Frequency: <input type="checkbox"/> <i>Quarterly</i> <input type="checkbox"/> <i>End of Contract</i> <input type="checkbox"/> <i>Semi-Annual</i> <input type="checkbox"/> <i>Other:</i> <input type="checkbox"/> <i>Annual</i> <input type="checkbox"/> <i>(describe)</i>	6. Report Number (i.e. __ out of __): 7. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Project Narrative (<i>please limit responses to 500 words each, attach separate PDF</i>) a) Please describe the major activities and accomplishments of this project, program, etc. b) Please quantify the total number of individuals who engaged in the project, program, etc. over the reporting period (i.e. # clients served, training or event attendees, etc.). c) Please describe any challenges or barriers you experienced during the duration of this project, programs, etc. including any service gaps or capacity issues identified. d) Please describe steps taken to address challenges, barriers, gaps, or capacity issues. e) Please describe any significant findings or themes that stood out during the implementation of this project, programs, etc. or recommendations for future work. f) Please share 1-2 success stories ⁴ or highlights that illustrate the impact of this project, program, resources, etc. on the lives of individual youth, families, stakeholders, or the community. g) <i>If this is not the final PPR of the contract</i> , please describe any upcoming plans or major activities for this project, program, etc. in the next reporting period.	
9. Grantee Authorized Representative Printed Name and Title:	10. Telephone:
	11. Email:
12. Grantee Authorized Representative Signature:	13. Date:
14. Contract Manager Signature:	15. Date:

⁴ When sharing stories of individual clients, please obtain prior written consent before using personally identifiable information (PII).



Department of Commerce

Dear Participant,

The following survey will provide us with feedback on your experience accessing services for youth and young adults.

The Office of Homeless Youth provides funding for outreach, shelter, and housing programs for youth and young adults experiencing homelessness in Washington State.

Your feedback will help to ensure services are youth centered, respectful, caring, and supportive.

Responses are anonymous. You may skip any portion or stop any time. Comments will only be shared if they cannot identify you.

If you need a copy of this survey made available to you in another language, please ask program staff.

We appreciate you taking the time to fill this out. Please contact us if you have any questions or concerns.

Sincerely,

Office of Homeless Youth

Washington State Department of Commerce

360-725-5056

youthhomeless@commerce.wa.gov

Today's Date ____/____/____

Agency_____

Program_____

Where did you learn about the services offered by this program (<i>check all that apply</i>)			
<input type="checkbox"/>	Street Outreach Worker	<input type="checkbox"/>	Police/probation officer
<input type="checkbox"/>	Emergency Shelter	<input type="checkbox"/>	Jail/detention/prison staff
<input type="checkbox"/>	Coordinated Entry	<input type="checkbox"/>	Judge/court administrator
<input type="checkbox"/>	Friends/acquaintances	<input type="checkbox"/>	Flyer/poster/brochure
<input type="checkbox"/>	Parent/family member	<input type="checkbox"/>	Google/internet search
<input type="checkbox"/>	Social worker	<input type="checkbox"/>	Facebook/social media
<input type="checkbox"/>	School counselor/administrator	<input type="checkbox"/>	Agency website
<input type="checkbox"/>	School homeless liaison	<input type="checkbox"/>	Medical/treatment facility
Other, please describe:			

Which services did you want or need when you came into this program? Which ones did you receive? Please share your satisfaction with each service you received.						
	Needed	Received		Satisfied	Not Satisfied	Other, please describe:
Food/Clothing/Hygiene	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Family Reconciliation	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Shelter/Housing	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Educational Support	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Employment Support	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Counseling/Treatment	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Healthcare	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Independent Living Skills	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Recreation/Fun Activities	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

How much do you agree with the following statements about the program you are in today?	5 Agree Strongly	4 Agree	3 Neutral	2 Disagree	1 Disagree Strongly	Does Not Apply
Safety and Accessibility						
1. I feel safe while accessing services and participating in this program.						
2. Staff explained and helped me understand my rights as a program participant.						
3. Staff helped me understand the rules of the program, why they have them, and consequences of breaking rules.						
4. Youth who not speak English can receive services in a language they speak or are comfortable with.						
5. Staff and volunteers treat me with respect (i.e. respecting my boundaries, not making insulting or humiliating remarks, not raising voice, etc.).						
6. I feel okay letting staff know if I have a problem or feel unsafe around others						
7. Staff and volunteers consistently use the name and pronouns I use (ex. she/her, they/them, he/him, etc.), and respect the name and pronouns of others.						
8. The purpose behind intake questions were explained to me, and asked in a confidential place.						
9. I <u>can</u> refuse to answer any intake or assessment questions I feel uncomfortable answering.						
10. Staff and volunteers take steps to protect my confidentiality and the confidentiality of others.						
11. I know how to file a complaint if I have a problem with the program, staff, or volunteers.						
Participant Engagement						
1. I've been asked to be involved in program decision making (i.e. advisory group, agency board member, input on program activities, etc.).						
2. I have seen examples where youth input has led to positive change.						
3. This program helped me explore my interests, talents, and abilities by connecting me to opportunities (i.e. mentoring, volunteering, employment, leadership etc.).						

4. I get to express my culture, religion, heritage, or identity while participating in this program.						
5. This program helped me find mentors I can turn to when I need help.						
6. I have a case manager or staff person I can meet with on a regular basis.						
7. I get time to talk about what I want during case management and/or program activities.						
8. I get to participate in developing my service plan and setting my own goals.						
Overall Program Satisfaction						
1. This program has helped me have a better understanding of my needs.						
2. I feel like the staff in this program care about me, and my needs matter to them.						
3. This program has helped me with my next steps towards achieving my goals.						
4. I feel confident the services I am receiving/have received are what I need.						
5. I would recommend this program to a friend or someone else in need.						
6. I feel ready to exit this housing program and be independent (Housing Programs Only at Exit)						

Please provide any additional comments or thoughts on ways this program could be improved~ *Attach more sheets if needed.*

THANK YOU!!!!

OHY STAFF ONLY Agency Number_____ Program_____ Survey Number_____ PIT_____ Annual_____ Exit_____