



STRATEGIES TO END HOMELESSNESS

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OH-500 Cincinnati/Hamilton County Continuum of Care Comprehensive Program Policy Manual

*All policies herein have been
approved by the Homeless Clearinghouse
in accordance with the terms of
The CoC Governance Charter*

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Continuum of Care Policy Development

Continuum of Care Policy Development_E0223

POLICY TITLE: Continuum of Care Policy Development

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

Approving Groups: All Workgroup Chairs

EFFECTIVE DATE: 02/01/2023

POLICY: In accordance with the OH-500 CoC Continuum of Care Governance Charter, Section IV(D)(5); Committees and Workgroups, the CoC, through its standing workgroups, “establishes CoC-wide policies and procedures as directed by the Homeless Clearinghouse, for approval by the Homeless Clearinghouse” in order to fulfill the required responsibilities of operating the CoC which includes developing and following all policies and procedures needed to comply with CoC requirements as defined by HUD. In some limited and unforeseen circumstances, it may be necessary to seek policy approval outside of this process to meet HUD’s expectations.

PROCEDURE:

1. Identification of Policy Need
 - a. Strategies to End Homelessness (STEH) conducts routine reviews of the CoC Comprehensive Manual to identify updates needed to existing policies and/or additional policies necessary to maintain compliance and ensure accuracy and relevancy of the community process and CoC Application.
 - b. Workgroups, Committees, the Clearinghouse and STEH may also identify policy needs and/or updates at any given time throughout the year.
 - c. Once a policy need/update is identified, STEH considers the appropriate party to begin developing the policy and assists with facilitation of process.
2. Policy Development within Workgroups and Committees
 - a. Workgroup/Committees may identify opportunities to begin policy development.
 - i. With assistance from the CoC Manager, the Workgroup/Committee develops the Draft Policy within their meetings
 1. Drafting the policy can be delegated to a designated Leadership Team or Subcommittee
 2. The CoC Manager will alert the STEH Compliance Department of draft in process
 - ii. The Workgroup/Committee votes on the Draft Policy to be considered for adoption.

Once the policy is developed, it is submitted to the CoC Manager and brought to the STEH Compliance Department to ensure compliance with HUD regulations. If STEH Compliance Department identifies any errors that could impact Compliance with HUD regulations, they suggest edits and return to the Workgroup/Committee for revision and vote.
 - b. The Policy is then circulated to Community Workgroups for review and Vote

- i. It is not necessary for all policies to go to every workgroup; it is at the discretion of the CoC Manager and Drafting Workgroup to identify appropriate Workgroups to review and vote.
 - ii. Workgroups have up to one full calendar month from time of notification to vote on policies.
 - c. Once the policy is approved by the community, it is brought to the Steering Team of the Clearinghouse to review and determine if it's ready to be presented to the Clearinghouse
 - d. Policies that have been approved by appropriate parties are added as a Consent Agenda Item to the Clearinghouse Agenda for final vote and adoption
- 3. Policy Development within STEH
 - a. The Clearinghouse, Steering Team or STEH may identify a policy is necessary for HUD compliance and/or to improve System Process that is appropriate for STEH drafting. The CoC Manager is notified of policy need and is responsible for drafting the policy in coordination with other appropriate STEH departments.
 - b. Once STEH drafts the policy, it is then circulated to impacted Community Workgroups for review and vote
 - i. It is not necessary for all policies to go to every workgroup therefore it is at the CoC Manager and Drafting Workgroup's discretion to identify appropriate Workgroups to review and vote.
 - ii. Workgroups have up to 45 days from time of notification to vote on policies.
 - c. Once the policy is approved by Community, it is brought to the Steering Team of the Clearinghouse to review and determine if it's ready to be presented to the Clearinghouse
 - d. Policies that have been approved by appropriate parties are added as a Consent Agenda Item to the Clearinghouse Agenda for Final Vote and Adoption
- 4. Voting Methods
 - a. Voting during live meetings is preferred when reviewing and adopting CoC policies however circumstances may not allow for this to happen
 - i. If a vote is required before a regularly scheduled meeting, the Workgroup Chair may decide to hold a special meeting to review and vote
 - ii. If a special meeting cannot be held, an electronic vote can occur via email. The Workgroup Chair will contact all Workgroup participants via email with the policy attached and a request for vote with a deadline to vote. A simple majority vote of respondents is sufficient. The CoC Workgroup Chair will then review the policy at the next scheduled live meeting.
- 5. Policy Posting
 - a. Once the Clearinghouse has approved the policy, the CoC Manager adds it to the CoC Comprehensive Policy Manual and STEH posts it to their website
 - b. The CoC Manager sends an Email Blast to the CoC to inform them of the policy change with a link to the update.
 - c. Depending on the significance of the policy change, STEH may hold trainings to review the policy. Trainings may occur within Workgroups and/or may have a separate special meeting.
 - i. The CoC Manager will notify the CoC of the training via email and post the link to register on the STEH website

Finance Policies

Expenditure Threshold Policy & Procedure for Grant Renewal _E0624

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati and Hamilton County's Continuum of Care Board.

PURPOSE: To maximize use of Continuum of Care (CoC) funding

EFFECTIVE DATE: 1/11/2021

REVISION DATE: 9/17/2021

REVISION DATE: 12/01/2022

REVISION DATE: 12/15/2023

REVISION DATE: 06/21/2024

POLICY: It is the policy of the Clearinghouse to minimize unspent funding returned to HUD to maximize limited resources. The board has adopted the following Expenditure Threshold Policy & Procedure for the Renewal Grant. A separate policy is in place for the New Grant.

PROCEDURE: Acknowledging that CoC subawards require that funding must be drawn at least quarterly, the Homeless Clearinghouse has defined it as a *best practice* for projects to bill monthly on their CoC-funded projects.

Strategies to End Homelessness (STEH) will monitor spending on renewal CoC funded projects and recapture funding based on the schedule below. Recaptured funding will be reallocated per a separate Clearinghouse-approved procedure. STEH will engage in regular discussions with all provider agencies about pace of spending. Typically, the expectation is that approximately 1/12 of the grant funds will be drawn monthly. STEH will require discussions with agencies who are underspending based off the below chart. If an agency is required to discuss underspending, STEH will notify the agency via email within 5 business days following the billing submission deadline with available dates and times. The agency will meet with STEH within two weeks of notification; STEH will not process program billings until this requirement is met.

Requests for reimbursement must be submitted by 11:59 pm on the fifteenth of the month, or the prior business day if the fifteenth falls on the weekend or holiday, after the end of the quarter to be included in the quarterly calculation. STEH will complete quarterly calculations and notify agencies of recapture within 5 business days following the billing submission deadline. STEH will provide pace of spending updates to the Clearinghouse quarterly. Spending will be calculated to the hundredth percent (using two decimal places).

Quarterly Reviews	Expected % spent:	Recapture of funding if:	Discussion with CoC project staff about spending plan in following Quarter if between:
1: through September	25%	< 18.00%	18-20% - required 20.01-22.5% - offered
2: through December	50%	< 45.00%	45-47.49% - required
3: through March	75%	<72.50%	

4: through June	Final billings are due 30 days after the close of the operating year.		
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The amount of funds recaptured will be based on the difference between actual amount expended and recapture threshold defined above. Funding will be recaptured proportional to original budget line items.

Provider agencies will have an opportunity to appeal the recapture of funds by submitting a formal request to the Compliance Director, including a detailed spend-down plan, within 3 business days of notification by STEH of the impending recapture. The Monitoring Subcommittee of the Homeless Clearinghouse will make the appeal decisions. If the appeal is granted, the agency will be notified. If the appeal is denied, the agreement amendment will be provided to the agency and the funds will be recaptured as indicated above. Appeals submitted after the deadline will not be considered.

Projects on the renewal grant may seek a waiver of this policy for one or more quarters, for good cause (for example, a project which is in its first year of operation). The requesting project shall alert STEH to the request as early as possible and no later than 6 weeks prior to a given quarterly billing deadline. The project must also present the waiver request to the Clearinghouse at the next soonest Clearinghouse meeting at which the request can be heard. The vote of Clearinghouse will be binding with respect to each such request. Any request that is granted shall be applicable only until the end of the grant year or quarter, as applicable, in which is it approved. Waivers will not be limited in number for a particular project, but all projects should understand that waivers are to be sought only in extraordinary circumstances.

Agencies are encouraged to review spending independently and reduce funding when circumstances result in project underspending. Budgets are reduced through the submission of Budget Amendment Requests by the subrecipient agency. Budget amendment requests must be received by STEH Compliance Department 5 or more business days prior to the billing submission deadline to be considered timely. Only timely received budget amendment requests will be considered for approval and only approved requests will be included in the calculation of quarterly spending.

Funding Renewals

If a renewal project’s funding is recaptured, the project will be eligible to renew at a funding level at or below the current funding amount, based on the projected amount to be spent for the current operating year. Quarter 1-3 spending will be calculated as defined above. Quarter 4 spending projections will equal the difference between the expenditures measured at Quarter 2 and Quarter 3. If the projection for the current year is less than the current subaward, the project will be able to enter into a subaward in the next contracting period for up to 110% of this projected amount, not to exceed the current contracted subaward amount.

Additionally, if a renewal project had funding recaptured every year in the last four consecutive years, the project will be eligible to renew at a funding level at or below 80% of the projected amount described above in the next contracting period. If this reduction in funding results in the need for exiting participants, the project will work with STEH and the CoC on individual transfer plans.

Reallocation of CoC Funding Policy_E0125

POLICY TITLE: Reallocation of CoC Funding

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board.

APPROVING GROUPS: Steering Team of the Clearinghouse, Homeless Clearinghouse

EFFECTIVE DATE: January 1, 2025

POLICY: In coordination with the *Continuum of Care Expenditure Threshold Policy & Procedure*, it is the policy of the Clearinghouse to maximize the effectiveness of Continuum of Care (CoC) Funding and to assist as many people as possible in exiting homelessness. Throughout the funding year and particularly at the end of grant quarters, STEH will review grant funds and determine if any unallocated, give-back, and/or recaptured funds are available to be reallocated to and used by the CoC members. Funding awarded under this process will not be renewed in the subsequent operating year. Within the terms of this policy, these funds, regardless of exact type, will be referred to herein as “unallocated funds.”

PROCEDURE:

1. Funding Priority:

The CoC will prioritize the eligible use of unallocated CoC funds in accordance with 24 CFR 578:

- 1) As a means of staffing, maintaining, and improving the HUD-required HMIS project. Priority for unallocated CoC funds will be assigned to STEH as HMIS Lead/HMIS Administrator. If STEH determines that funding is needed for the HUD-required HMIS project, STEH will include a request to the Clearinghouse for said funds to be considered according to this prioritization.
- 2) As a means of managing and maintaining the Homeless Preference Housing Choice Vouchers issued to the CoC by Cincinnati Metropolitan Housing Authority. If STEH determines that funding is needed for the HUD-required Coordinated Exit project, STEH will include a request to the Clearinghouse for said funds to be considered according to this prioritization.
- 3) To increase Rapid Re-Housing capacity in Cincinnati and Hamilton County. Rapid Re-Housing will provide services and short or medium-term rental assistance to individuals and families.
 - i. If such funds are available in the 4th quarter of a given grant year, the Homeless Clearinghouse may approve a Rapid Re-Housing project to specifically provide short-term assistance to participants in need of minimal resources to obtain stable housing, subject to the RRH One Time Rental Assistance Policy.
- 4) Other eligible CoC projects may also be considered to receive unallocated funds.

2. Eligibility Criteria:

In order to receive CoC funding through the process outlined below, the agency requesting funds must meet the following criteria:

- a. Is currently a CoC Program sub-recipient of Strategies to End Homelessness operating a CoC renewal project.

- b. Is capable of providing the required match funding as required by 24 CFR 578 for the funding request.
- c. The request is fully completed, accurate, signed, and submitted by the deadline, if applicable.
- d. The budget request is only for eligible expenses and adheres to the Administrative cap of 10% of program funds.

3. Re-Allocation Considerations:

The Clearinghouse may consider the following factors in prioritizing requests for allocated funding. This list is not exhaustive and is presented in no particular order of priority:

- a. Whether the project is currently under a monitoring sanction by the Homeless Clearinghouse.
- b. Whether a project will be able to assist additional persons beyond those estimated in their original funding applications.
- c. Whether current funding level (without additions) will result in a need/gap that would result in the project exiting people to homelessness.
- d. The project's matched-to-housed ratio.
- e. Whether the project has a target population aligned with HUD's focus on priority subpopulations.
- f. The agency is currently meeting or exceeding spending thresholds as outlined in the *Continuum of Care Expenditure Threshold Policy & Procedure* as of the last review period for all projects.
- g. The project is meeting (within 4%) or exceeding capacity on the last Wednesday of the most recently completed quarter, as defined in their most recently executed subaward.

4. Reallocation Process:

- a. STEH will periodically release Funding Request Forms within a reasonable period from when it is determined that funding is available.
- b. Funding request forms will outline available unallocated funds as well as conditions regarding the unallocated funds.
- c. Agencies interested in additional CoC funds must complete the Funding Request form as released by STEH and submit it [per](#) the instructions on the Funding Request Form.
- d. If the intent of a given agency's funding request is not clear, STEH will make reasonable efforts to contact said agency for additional information pertinent to that request. Ineligible requests will be returned to the requesting agency.
- e. All timely and otherwise eligible requests will be submitted to the Homeless Clearinghouse for a vote according to the timeline on the form. Requesting agencies are invited, but not required, to present their request during the Clearinghouse meeting during which voting occurs.
- f. STEH will provide an overview of funds available, a summary of all funding requests, and copies of all eligible Funding Request forms submitted by the deadline.
- g. Voting occurs during regularly scheduled Clearinghouse meetings, or via email if unusual circumstances indicate that a vote should be taken during the interim period prior to the next scheduled monthly meeting.
 - i. The Clearinghouse may vote to fund all, a portion, or none of a given request and may vote to deny a given request outright.
 - ii. If the Clearinghouse votes to deny a request outright, said request will no longer be considered pending.
- h. Eligible funding requests that are not fully funded or are received after the deadline may be considered in future reallocations/voting if an additional round of voting occurs

in the same quarter. All unfunded requests as of the end of the grant quarter in which the request was submitted shall be deemed to have expired.

- i. Agencies requesting to increase Rapid Re-Housing capacity may submit one Funding Request form for as much capacity as can be added. If a Funding Request cannot be fully awarded in a single reallocation period, the Funding Request will remain on file and the Clearinghouse can decide to award additional funding if/when funds are available.
- i. STEH prepares funding agreement amendments based upon the official vote by the Homeless Clearinghouse in a timely manner.
- j. If, after the process outlined above is completed, there is still unallocated funding remaining available at the close of Quarters 1, 2, or 3 of a given grant year, STEH will re-evaluate funding levels in the HMIS project and Coordinated Entry program. If a need for additional funding is identified, STEH will reallocate funding in order of their priority listed above. If available funding exceeds the need in those priority areas, the remaining funding will be added to the amount to be reallocated through this process in the following quarter.
- k. If unallocated funding remains, or becomes available, after the May meeting of the Homeless Clearinghouse in a given funding year, STEH, as UFA, will use its discretion to reallocate the available funding to projects with eligible funding requests, considering:
 - i. the priorities listed in Section 1 of this policy;
 - ii. the factors listed in Section 3 of this policy;
 - iii. additional factors identified at the regularly scheduled meeting in May, based on a review of CoC system flow, utilization, funding and other factors, Each May, the Clearinghouse will list the guidance factors it chooses. STEH will follow said yearly guidance, to the maximum extent practicable. Said guidance may change from year to year. STEH will report reallocations to Steering team when using its discretion to reallocate such remaining funds.
- l. Projects receiving unallocated funding are subject to the *Continuum of Care Expenditure Threshold Policy & Procedure*. However, projects approved to increase housing capacity may request a waiver for the current operating year.

5. Grant Amendment Requests:

- a. Informal shifts. As UFA, STEH may work directly with an agency to move funds between CoC projects within that same agency. CoC funding may be shifted between projects and between existing budget lines, with the exception of Administration funds, provided the amount shifted out of any given program budget line does not exceed 10% of that budget line. Agencies are required to submit a Budget Amendment Request to STEH for approval of funding. shifts and do not require Homeless Clearinghouse approval.
- b. HUD amendments. If the Agency's request exceeds the allowable 10% intra-agency shift out of any line item, would cause the CoC as a whole to exceed the allowable 10% informal shift, or involves shifting funds into or out of Administration, the agency must submit a Grant Amendment Request. This request must then be presented to the Homeless Clearinghouse, which has the authority to approve it for submission to HUD for an official Amendment.
 - i. As UFA regulations require, STEH is only permitted to submit these requests upon Clearinghouse approval. CoC grant amendments should only be requested when absolutely necessary. HUD may only approve an amendment request under the following circumstances:
 1. Clearinghouse has approved the amendment request.

2. The same target population will be served.
 3. The same or greater number of participants will be served.
 4. The number of amendment requests per year is not excessive.
 - ii. Generally, HUD Amendments are voted upon at the Clearinghouse during the following timelines, however under unforeseen and unusual circumstances, HUD Amendment Request approvals may be allowable off-cycle:
 1. At time of award (June/July Clearinghouse)
 2. After 2nd quarter (January Clearinghouse)
 3. After 3rd quarter (May Clearinghouse)
 4. After 4th quarter (July Clearinghouse)
 - iii. If an agency requests Clearinghouse approval of a grant amendment request after the 3rd quarter, STEH will also present a summary of informal shifts made to date for Clearinghouse approval. This summary will be incorporated into the amendment request to ensure subaward budgets align with HUD's approved budget. These shifts will still be considered informal shifts locally when assessing the allowability of 10% shifts. Therefore, all agencies are held to no more than 10% informally shifted out of any Budget Line Item per HUD grant per operating year.
 - iv. In the event that a grant amendment is required, STEH will prepare an amendment request in a timely manner and submit it to HUD for approval. STEH will prepare amendments to subrecipient agreements upon receipt of the executed amendment from HUD.
- c. Budget changes implemented through these processes only apply to the current operating year. Budget changes can only be made permanent through the CoC application process.

Continuum-Wide CoC Match Allocation Policy_E0724

POLICY TITLE: Continuum-wide CoC Match Policy and Procedure

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: July 19, 2024

POLICY:

In accordance with 24 CFR 578.73, the recipient or subrecipient of Continuum of Care (CoC) funds must match all grant funds, except for leasing funds, with no less than 25 percent of cash or in-kind contributions from other sources. As a Unified Funding Agency (UFA), Strategies to End Homelessness may provide match on a Continuum-wide basis. All match must meet the requirements of 2 CFR 200.306. If services provided by a third party will be used as in-kind match a memorandum of understanding (MOU) must be in place between the UFA and/or subrecipient and the third party prior to the date any such services are provided.

Continuum-wide match is available match that is not committed to a specific project but meets the requirements of 24 CFR 578.73. Throughout the operating year, and at least at the end of each grant quarter, STEH will review Continuum-wide match funds and determine if any funds are available to be allocated to agencies operating CoC projects, thereby reducing the amount of match that the agency must provide through its own cash contribution or in-kind partnerships. Match under this process will not be renewed in the subsequent operating year. STEH will maintain records documenting Continuum-wide match and will make documentation available to HUD upon request.

PROCEDURE:

All projects applying for CoC funds must commit to providing the full amount of match for the project application, regardless of anticipated receipt of Continuum-wide match.

Before the operating year starts, agencies operating CoC projects will provide cash match commitments and/or MOUs for their full match responsibility for HUD's pre-award process. STEH will enter into MOUs with anticipated Continuum-wide match providers. However, the amount of match reflected in those MOUs will not be available to other CoC-funded agencies to fulfill their match responsibilities in HUD's pre-award process.

STEH will provide necessary information to match providers on an agreed-upon routine basis and Continuum-wide match providers will report the value of service match to STEH in accordance with the MOU. At the end of each quarter, Strategies to End Homelessness (STEH) will evaluate Continuum-wide match available for allocation. If Continuum-wide match is available, STEH will issue a Request for Continuum-wide Match form; all projects that would like to utilize the Continuum-wide match must submit a Request form by the deadline to be considered.

Eligibility Criteria:

To receive Continuum-wide CoC match funding, the agency requesting funds must:

- e. Currently be a sub-recipient of Strategies to End Homelessness operating a CoC project.
- f. Submit a fully completed, accurate, and signed, request by the deadline, if applicable.

Funding Priority:

Requests for Continuum-wide match will be prioritized as described below:

- 1) Priority 1 – *New agencies* in their first full year of operating a CoC project. Additionally,

agencies that applying for CoC funds that have not operated a CoC project in the last 5 years will also be considered new agencies for the purpose of prioritization. These agencies may receive up to \$125,000 of Continuum-wide match each as first priority. If an agency's match need exceeds \$125,00, they may be considered for additional match as priority 4.

- 2) Priority 2 – *Renewal projects* that receive additional funding through the reallocation process that pledge to serve additional households to exceed the number stipulated in the subaward.
- 3) Priority 3 – *New projects* operated by current (within the last 5 years) STEH CoC subrecipients.
Priority 4 – *New projects* that apply for CoC funds. *New agencies* (as defined in Priority 1) with unfulfilled match requirements after receiving match per the Priority 1 limitations.
- 4) Priority 5 – *Renewal projects* that receive additional funding through the reallocation process but do not serve additional people.
- 5) Priority 6 – *Renewal projects* that are not meeting the match requirement. Projects that are utilizing cash match will be prioritized over in-kind that did not meet expectations.

Allocation Process:

6. STEH will release Request for Continuum-wide Match forms within a reasonable period when it is determined that Continuum-wide match is available.
7. Request for Continuum-wide Match forms will state the amount of continuum-wide match funds available as well as eligibility and prioritization factors.
8. All agencies interested in Continuum-wide CoC match funds must complete the Request for Continuum-wide Match form as released by STEH and submit it per the instructions on the form.
9. Ineligible, incomplete, or inaccurate requests will be returned to the requesting agency.
10. All timely and otherwise eligible requests will be submitted to the Homeless Clearinghouse for a vote according to the timeline on the form. Requesting agencies are invited, but not required, to present their request during the Clearinghouse meeting during which voting occurs.
11. STEH will provide to the Clearinghouse an overview of Continuum-wide match available, a summary of all match requests, and copies of all eligible. Request for Continuum-wide Match forms submitted by the deadline.
12. Voting will occur during regularly scheduled Clearinghouse meetings, or via email if unusual circumstances indicate that a vote should be taken during the interim period prior to the next scheduled monthly meeting.
 - a. The Clearinghouse may vote to allocate all, a portion, or none of a given request.
13. STEH will prepare funding agreement addendums based on the official vote by the Homeless Clearinghouse in a timely manner.
14. If unallocated Continuum-wide match remains or becomes available after the May meeting of the Homeless Clearinghouse in a given funding year, STEH, as UFA, will use its discretion to allocate the available match to projects with eligible funding requests, considering the priorities listed in this policy.
 - a. STEH will report allocations to the Steering team when using its discretion to allocate such remaining Continuum-wide match.
15. For purposes of Scoring and Monitoring, match received through this process will count towards satisfying the 25% per grant match requirement.
16. If for any reason, the match is determined to be ineligible by HUD or any other entity, the agency receiving the match will ultimately be responsible for contributing cash or in-kind match to resolve the deficit.

Street Outreach Policies

Unsheltered PIT Count Policy_E1023

POLICY TITLE: Unsheltered PIT Count Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

APPROVING GROUPS: HOG, Clearinghouse

EFFECTIVE DATE: October 20, 2023

POLICY: The Unsheltered PIT count is an annual, census-like count of all persons experiencing unsheltered homelessness (persons residing outside or in a place not meant for human habitation) within a geographic area. The goal of HUD’s PIT count is to gather a “point-in-time” snapshot of a community’s current state of homelessness, including details about various homeless populations (e.g., survivors of domestic violence, unaccompanied youth, chronically homeless persons, etc.). Under section 578.7(c)(2) of the CoC Program interim rule, CoCs must plan and conduct, at least biennially, a PIT count of homeless persons within the geographic area. OH-500 CoC conducts a PIT count every year to better capture trends and respond accordingly to people experiencing homelessness. Section 578.3 of the CoC Program interim rule states that PIT counts are “carried out on one night in the last 10 calendar days of January or at such other time as required by HUD.” HUD has historically incentivized annual HIC and PIT counts by awarding maximum points in the annual CoC Program Competition to CoCs that do annual counts. It is the responsibility of the CoC to conduct the PIT count; however, the CoC partners with many service providers to complete the count. PIT count data collected during the count is used to measure homelessness on both a local and national level, is published by HUD on the HUD Exchange, and is ultimately reported to Congress. The snapshot created by the PIT count helps the CoC, federal partners, and local communities understand the nature and extent of homelessness.

PROCEDURE:

6. Establish Unsheltered PIT Count Coordinating Subcommittee
 - a. The Unsheltered PIT Count Coordinating Subcommittee is a subcommittee of the CoC Homeless Outreach Group (HOG) and is facilitated by the HOG Workgroup Chair, Co-Chair (if applicable), and STEH. The Subcommittee meets during the standing HOG Leadership Team meeting.
 - b. The Subcommittee begins meeting monthly starting in August prior to the count to start planning and continues to meet until February after the count to debrief.
 - c. The Subcommittee is comprised of people from the following groups:
 - i. HOG Workgroup Chair and Co-Chair (if applicable)
 - ii. STEH Representative
 - iii. Street Outreach Workers, including Youth and Veterans
 - iv. Victim Service Provider Representative
 - v. Volunteers from other outreach groups

- vi. People with Lived Experience
- d. The Subcommittee reviews the following planning areas specific to the count and uses the CoC's PIT Count Planning Worksheet to assist with the following:
 - i. Planning
 - ii. Execution
 - iii. Debriefing

7. Planning

a. Select Unsheltered PIT Count Date and Time

- i. The Subcommittee meets in September prior to the count to determine date and time of unsheltered count as well as a backup date due to inclement weather. The Unsheltered PIC Count is the same date as the Shelter PIT and HIC Count therefore must be determined in collaboration with STEH. HUD requires that the PIT count be conducted between January 22nd and January 31st of each year. To align with the Ohio Balance of State's PIT Count, Cincinnati/Hamilton County conducts the PIT count on the first Tuesday of the 10 days prior to the end of the month.
- ii. The CoC conducts the unsheltered count at times that could be generally referred to as "the middle of the night" therefore the Subcommittee will identify two shifts per location to ensure the CoC is counting all unsheltered homeless throughout the night.
- iii. STEH will inform the HUD Field Office of the PIT Count date and time.
- iv. Inclement Weather
 - 1. Inclement weather is defined as tornado watch/warning, flood watch/warning, ice storm, or level 2 or 3 snow emergency.
 - 2. HOG Leadership, including all Street Outreach program Supervisors, will determine if the PIT Count must be moved to the backup date due to inclement weather. The HOG Chair or Co-Chair will send an email to HOG Leadership to vote on date change. If two or more agencies agree, then the Chair or Co-Chair will move forward with moving the PIT Count date.
 - 3. The HOG Chair or Co-Chair will notify STEH and PIT Count volunteers of date change at least 24 hours prior to PIT Count. They will send out a group email, group text, and call volunteers.

b. Determine PIT Count Methodology

- i. The Subcommittee will meet in September prior to count to review existing Unsheltered PIT Count Methodology written in the CoC Governance Charter and determine if this methodology is most appropriate and effective. Currently, the CoC conducts a known location night of (street) count.
- ii. Night of count (street count) method: A count of people who are unsheltered on the night the CoC designated for its PIT count. In addition to counting people who are unsheltered, a night of the count approach can also include interviews to determine the characteristics of all people, or a sample of people counted. In a night of the count approach, CoCs conduct their counts through either a complete coverage or a known locations approach or a combination of these approaches.

1. Complete coverage count: In this approach, the whole CoC geography is canvassed. Instead of going only to specific blocks or locations (e.g., the bus station), CoCs send teams of enumerators throughout the geography covered by their CoCs, searching for, and counting all people who are unsheltered.
 2. Known locations count: This approach identifies known locations where people who are unsheltered are located at night or sends enumerators to specific neighborhoods, blocks, census tracts, or other geographies within the CoCs to count unsheltered homeless people staying in those locations. When using this approach, CoCs should attempt to canvass all known locations within their geography where people who are unsheltered are believed to be staying, unless doing so is not feasible or safe, in which case an alternative method should be used to count people in known locations not included on the night of the count. The known locations approach is only acceptable by itself if the locations are the only potential places unsheltered persons might be on the night of the count or in the week following the night of the count. If not, the known locations count must be supplemented by a random sample of other areas or by a service-based count to cover the unsheltered persons not at the known locations on the night of the count.
- iii. If the Subcommittee determines they would like to change the methodology to a service based or sampling count, they must seek approval from the CoC Board (known locally as the Clearinghouse) and the CoC Governance Charter must be updated prior to the January Governance meeting and PIT Count.
1. Service-based count (post-night of the count): A survey of people at various social service locations or other public or private locations to identify people who were unsheltered, but not counted, on the night of the count—either because CoCs did not use a night of the count approach or because unsheltered people were missed on the night of the count. Service-based counts may only be conducted within the 7-day period after the designated count night. Service-based counts are conducted at locations frequented by people who are homeless, including soup kitchens, day shelters, libraries, and other community locations and include interviews to determine whether people were unsheltered on the night of the count, as well as their characteristics.
 2. Sampling is a partial enumeration of the entire homeless population (or a subset of the homeless population). CoCs may sample a smaller group of homeless people that are selected from the larger homeless population or a subset (e.g., homeless youth) and use it to estimate the number and characteristics of the entire homeless population or a subset within the CoCs. CoCs may also sample by counting homeless people located in certain geographic regions within the CoCs and then use this information to estimate the overall homeless population.
 3. Random Sampling: people (or geographic areas) are randomly selected from the entire population (or CoC geographic area). A random sample requires that each respondent in the population to be represented by the

sample (e.g., sheltered homeless adults in households with at least one adult and child) has an equal chance of being selected to be in the sample. Some people will be selected, and some will not. Data from a random sample may then be extrapolated to estimate the number or characteristics of all people the sample is designed to represent.

4. Non-Random Sampling: selected based on the convenience of gathering information or purposively with some other goal in mind (e.g., via shelter intake and data collection for HMIS). A non-random sample does not statistically represent the entire population, but if the non-random sample covers a substantial portion of the population or subpopulation believed to have similar characteristics (e.g., sheltered youth), extrapolation to derive estimates for the entire population or subpopulation is likely to be accurate. As a rule of thumb, data from a non-random sample may be used for extrapolation if reliable data exists for 80 percent or more of the clients in a given household type and project type (e.g., households without children in emergency shelters) and there is no known reason to believe that the characteristics of people included in the non-random sample are different than those who are not included. CoCs should be aware that a non-random sample has an inherent bias towards people in that sample, which tends to be people that are easier to find. CoCs should strive to use a census or random sample whenever practicable but may use a non-random sample if there is no alternative.

c. Identifying and Confirming Unsheltered Count Locations

- i. In September, the CoC manager will contact local municipalities (e.g., administrators, police departments, or parks departments of the city, towns, or townships in Hamilton County) to request information on where they frequently see those experiencing unsheltered homelessness. This information will be provided to the subcommittee to assist in identifying unsheltered count locations.
- ii. The subcommittee meets in October prior to the count to begin identifying and confirming unsheltered count locations. The subcommittee maps the CoC into Zones and within those Zones specific geographic areas to be included in the unsheltered count by name, list of places, street intersections, bridges, campsites, parking garages, etc. The subcommittee will also identify locations that are deemed unsafe and make note on the list.
 1. When counting people sleeping in locations that have low visibility or deemed unsafe as identified on location list, the CoC must derive an estimate based on how many known people are sleeping in those situations. Do not simply count structures without having additional information about how many people are in the sleeping situation.
 2. This list should be continuously reviewed and updated up to the night of the count.
- iii. Individuals and families residing in the following locations on the night of the count are prohibited from being included in the unsheltered PIT count:

1. Persons residing in housing they rent or own including: PSH programs, Other Permanent Housing programs, housing receiving RRH assistance, and any location not listed on the HIC (e.g., staying in projects with beds/units not dedicated for persons who are homeless).
 2. Persons temporarily staying with family or friends (i.e., “doubled-up” or “couch surfing”)
 3. Veterans in VADOM or VA-funded CWT/TR facilities
- iv. When people are displaced from housing, they use whatever sleeping arrangements that are available to them. In some locations, people are clearly unsheltered, sheltered, or housed, while the housing status of people in other sleeping locations is ambiguous. HUD is providing the following guidelines to determine how to characterize someone is sleeping situation for the purposes of the PIT count.
1. Persons sleeping communally in huge tents, such as a sprung shelter, are considered *sheltered* if it is located on a campus maintained by a government or other entity and provides barracks style sleeping accommodations for multiple individuals or households where toilets, showers, and communal food preparation or food service areas are provided.
 2. Persons sleeping in tents for an individual or a single household are considered *unsheltered*.
 3. RVs (including camper vans), tiny homes and sheds connected to water, sewer and utilities or a septic system, well and generator and/or has access to communal or non-communal toilets, showers and food preparation in temporary locations are considered *sheltered*.
 4. RVs (including camper vans), tiny homes and sheds not connected to water, sewer and utilities or a septic system, well and generator and does not have access to communal or non-communal toilets, showers and food preparation are considered *unsheltered*.
 5. Households sleeping in cars, trucks, and vans are to be counted as *unsheltered*. This includes households sleeping in their vehicles in safe parking programs, in designated areas, or on a campus maintained by a government or other entity where toilets, showers, and communal food preparation or food service areas are provided.
- d. Develop Surveys
- i. The subcommittee meets to review the paper surveys used for the unsheltered PIT count in November prior to the count.
 - ii. At a minimum, the survey must include all information required by HUD as published in its current Notice for HIC and PIT Data Collection for CoC Program and the ESG Program after HUD has issued updated data collection guidance. Responding to the survey is optional. If a person experiencing homelessness refuses to respond to survey questions, the Volunteer will then resort to using an Observation Survey. Survey data must include:
 1. Age
 2. Gender

3. Race- An individual may identify with several race categories, and this is allowable. However, for the purpose of data reporting, people that identify with multiple race categories should only be counted under “multiple races” and should not be counted in each specific race category they identified with.
 4. Ethnicity
 5. Disability Status
 6. Veteran Status – collect data on total number of veteran households, total number of veterans, total number of persons in veteran households. A “veteran household” includes households with one or more veterans who might be presenting with other persons. The veteran chooses their household. Veteran status is self-reported.
 7. Chronic Homelessness – households are considered chronically homeless if at least one adult or minor of the household is considered chronically homeless. Outreach workers may use first-hand knowledge of a client to determine this status.
 8. Fleeing/Attempting to Flee Domestic Violence – any individual who is fleeing or attempting to flee domestic violence, has no other residence and lacks the resources or support networks to obtain other permanent housing. Includes domestic violence, dating violence, sexual assault, stalking and other dangerous or life-threatening conditions that relate to violence against the individual or family member that either takes place in, or him or her afraid to return to their primary nighttime residence (including human trafficking)
 9. Unaccompanied Youth - Gender, race and ethnicity is collected. Only report the gender, race, and ethnicity of parents in the parenting youth households
- iii. The subcommittee will decide if additional information, beyond what is required by HUD, will be collected based upon the needs of the CoC.
 - iv. Determine a consistent methodology in which surveys will be administered for sheltered and unsheltered populations, including privacy and safety of participants and survey administrators.
 - v. Test the survey instrument with people experiencing homelessness and volunteers to check for comprehension and consistency. This is done through the unofficial PIT count conducted in the summer or fall.
- e. Develop Volunteer Recruitment and Deployment Plan
- i. In the November meeting prior to the count, the Subcommittee meets to develop a volunteer recruitment, training, and deployment plan to address the needs of the count.
 - ii. The subcommittee will recruit Street Outreach staff as well as agencies/groups that provide homeless services and persons with lived experience of homelessness.
 - iii. The subcommittee will plan out the volunteer logistics and deployment on night of count, including location of the Command Center, time of arrival, time of deployment, group Lead, and supplies necessary.

- iv. Each zone will be assigned 2-3 volunteers per shift on the night of the count including 1 Group Leader. The Group Leader must be a current Street Outreach worker or Street Outreach Supervisor in the community.
 - v. The Subcommittee will identify a Primary Point of Contact for communication that will be on-site at the Command Center to assist with any issues that may arise.
- f. Secure Incentives
- i. In the December meeting prior to the count, the Subcommittee will meet to discuss incentives available within each agency as well as a plan to secure additional donations to provide to participants of the count. Incentives can include food, water, personal hygiene, winter accessories, etc.
 - ii. In the December meeting the subcommittee will also develop a Resource List to provide to participants of the count.
- g. Training
- i. The Subcommittee meets in December prior to the count to develop trainings based on the PIT count methodologies and volunteer roles and identify facilitators for the training and training location. All outreach workers and volunteers who will participate in the count will complete training each year, provided by GCB and CoC designee.
 - ii. Volunteer Waiver and Participant Agreement – One week prior to the count, STEH will collect signed Volunteer Waivers and Participant Agreements from all Unsheltered PIT Count Volunteers, including those employed by Street Outreach and CoC agencies. The Volunteer Waiver and Participant Agreement include:
 - 1. Liability Release
 - 2. Confidentiality Agreement
 - 3. COVID Acknowledgement and Agreement
 - iii. The training occurs one week prior to the count and will review the following:
 - 1. Purpose
 - 2. What to Bring
 - 3. Dos and Don'ts
 - 4. Identifying safe and unsafe locations and expectations of how to perform the count.
 - 5. Confidentiality
 - 6. Overview of Data Collection requirements
 - iv. Volunteers should administer the survey using Trauma Informed Care (TIC) – Volunteers administering the PIT count survey should ask questions in a non-threatening, non-judgmental way so that it might not re-traumatize a person being interviewed; this can be avoided by taking a trauma-informed approach in the design and language used in the PIT count survey. Volunteers should not make individuals feel pressured to answer any questions they are not comfortable answering; instead, they should make respondents feel respected and safe to respond to questions however they choose. They should be reassured that the information will be de-identified when submitted to HUD.
 - 1. Disability Status - Persons being surveyed are informed prior to responding to any disability question that their response is voluntary and

that their refusal to respond will not result in a denial of service. No questions should be posed regarding the nature or severity of the person's disability (e.g., medical and health information).

2. Domestic Violence –HUD suggests the volunteer should ask the question “Are you experiencing homelessness tonight because you are currently fleeing domestic violence, dating violence, sexual assault, or stalking?”
 3. Privacy and Safety - Volunteers should not administer the PIT count survey in a group setting. Ideally, communities should administer the survey in a private location, outside of earshot of others, and not in the presence of a partner or spouse. This will help to provide sufficient and appropriate space for a survivor to disclose their experience if they so choose.
- v. Data Collection - Our community's goal is to report the most accurate data to HUD that we possibly can. HUD required data will be collected as described in section 2.d.ii. In order to ensure that the data is accurate the community will use the following techniques:
1. If someone is willing to provide data, complete the Street Count Form as completely as possible. Ask about race, ethnicity, gender, and age; do not assume. When asking about DV status, ask “Are you experiencing homelessness tonight because you're fleeing domestic violence?” Do not ask, “Have you ever experienced DV?”
 2. If someone is not willing/able to share info about themselves, record as much as possible by observation. Describe what you can: race, gender, estimated age range, location, and other identifiers like the color of their jacket, sleeping bag, and boots. The more identifiers, the better—the more detail, the more we can reduce duplicates.
- h. Publicize the Count
- i. The Subcommittee will meet in December to develop communication strategies so that agencies and participants are aware of the upcoming count date.
 1. Outreach workers provide flyers during outreach in the weeks leading up to the count.
 2. Flyers are posted in social service agencies where people living unsheltered frequent.
 3. Emails are sent to agency staff with details of the count.
 - ii. Designate and list spokesperson(s)/liaison(s) for media, consolidated plan jurisdictions, CoC members, people experiencing homelessness if special events are being held, community stakeholder groups such as hospitals, mental health providers, advocacy organizations, etc. STEH, GCB, or other outreach teams may provide media stories for publication on the day after the count. Social media may be used as well.

8. Execution

a. Conducting the Count

- i. The subcommittee will identify a Point of Contact for the night of the count and will identify a Command Center for volunteers to sign in, break up into groups, and collect materials:

1. PIT Count Surveys with Clipboard and Pen
 2. Resource List to provide to participants.
 3. Incentives to provide to participants.
 - ii. There will be groups of 2-3 volunteers to designated geographic zones per shift. Within those zones, the volunteers will be provided a list of specific locations where people are currently known to be sleeping unsheltered. There will be 2 staggered shifts identified to ensure count accuracy. Each group will have one Team Lead that will be a Street Outreach Worker, provide the transportation and collect all completed surveys. Some groups may be assigned two zones. Geographic zones are identified annually.
 - iii. During the count, the Point of Contact will check in to ensure that the areas have adequate coverage and assign additional interviewers as needed.
 - iv. The Volunteers will return to the Command Center after their shift and the Team Lead will submit the completed surveys to the Point of Contact.
 - v. The Point of Contact will review surveys for data quality, de-duplication and will organize them for data entry and reporting the following counts:
 1. Preliminary total of unduplicated
 2. Number within each zone
 3. Number of Veterans
 4. Number of Youth
 5. Number of Families
 - vi. The Point of Contact will scan the completed surveys along with the data report out as described above to STEH within one week of the count to an encrypted folder. Once STEH confirms the surveys were received, the Point of Contact will securely store the surveys.
9. Data Entry, De-Duplication and Data Analysis
- a. STEH will review surveys for data quality and organize them for data entry. In collaboration with the Point of Contact, STEH will find and correct data entry or data collection errors including removing duplicate records that relate to the same person in the PIT count.
 - b. STEH will analyze the data to determine the unsheltered PIT count and share the preliminary results with the Subcommittee, Clearinghouse, and appropriate CoC Workgroups.
 - c. The Unsheltered PIT count results may be updated after the HIC (Housing Inventory Count) and Sheltered PIT count has been completed. STEH will contact agencies when identifying duplications in the street outreach count and HIC or sheltered PIT to confirm and correct data.
 - d. STEH will then release final PIT Count data to the community using formal and informal means.
10. Data Submission
- a. STEH will submit the PIT and HIC data through HUD's HDX by the designated deadline.
11. Debrief
- a. The Subcommittee will hold a PIT count debrief meeting to note successes, areas for improvement, and any changes they would like to make for next year.

- b. The CoC will use information from the PIT count to assist people experiencing homelessness through enhanced outreach and training efforts and adapting the CoC's resources to meet the needs of populations identified.
- c. The Subcommittee will provide feedback to volunteers in appreciation of their efforts.
 - i. If the subcommittee is informed of any concerns regarding volunteer, the subcommittee will contact that volunteer to address concerns and provide additional training.

Coordinated Street Outreach Policy_E0125

POLICY TITLE: Coordinated Street Outreach Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

APPROVING GROUPS: HOG, Homeless Clearinghouse

EFFECTIVE DATE: January 1, 2025

POLICY: Coordinated Street Outreach that identifies and engages people experiencing unsheltered homelessness¹ plays a critical role within systems for ending homelessness. Effective Street Outreach reaches people who might not otherwise seek assistance or come to the attention of the homelessness service system and ensures that people's basic needs are met while supporting them along pathways toward housing stability. Street outreach is conducted on behalf of the community rather than one agency, requiring collaboration among multiple stakeholders. Knowledge of and engagement with all partners implementing Street Outreach efforts leads to more strategic use of resources and more comprehensive coverage and identification of all people experiencing unsheltered homelessness. The goal of Street Outreach is to make connections to stable housing with tailored services and supports of their choice, such as health and behavioral health care, transportation, access to benefits, and more. Street Outreach does not require individuals to enter emergency shelter or transitional housing as an 'interim step' or prerequisite to accessing permanent housing. However, Street Outreach does make immediate connections to emergency shelter and temporary housing to provide safe options while individuals and families are on a pathway toward stability. Street Outreach programs are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. Street Outreach projects under this definition, are required to document homelessness and contribute HUD- and locally determined required data to the local Homeless Management Information System (HMIS).

PROCEDURE:

- I. Eligibility
 - a. To be eligible for a Street Outreach program, an individual or family's primary nighttime residences must be a public or private place not meant for human habitation.
 - b. The Cincinnati/Hamilton County CoC currently has four Street Outreach projects. In addition to meeting HUD's definition of experiencing unsheltered homelessness, each Street Outreach project has their own defined eligibility criteria:
 - i. PATH – participants must have a mental health or substance use disorder.
 - ii. GeneroCity513 – participants must be sleeping in an unsheltered location in the Central Business District/Southern OTR area.
 - iii. Veterans Affairs (VA) – participants must be verified as veteran by the VA.
 - iv. Lighthouse Youth Services – participants must be a youth aged 18-24 years

¹ Experiencing unsheltered homelessness is defined by HUD as an Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation.

old.

- c. Street Outreach providers must meet referrals at their sleeping location to observe and confirm homelessness prior to enrollment in a Certified Street Outreach project.
 - d. Street Outreach workers will enroll eligible participants in the respective Certified Street Outreach project to document eligibility and complete a Current Living Situation Assessment to document sleeping location as described in the Street Outreach Program Intake Policy and Procedure.
- II. Comprehensive Coverage – the goal of Street Outreach is to reach all unsheltered individuals within the Cincinnati/Hamilton County CoC. When not specified by a particular contract, street outreach teams shall endeavor to provide outreach services at various times of the day including early morning and evening hours, and also to provide services on weekends when operationally possible. When more than one street outreach team serves overlapping geographic areas, those teams shall coordinate to reduce duplication of services and share information and/or case conference as necessary, at minimum, during the monthly CoC Housing Outreach Group (HOG) By-Name-List Review meeting and during the monthly Street Outreach Team meeting where GCB, the VA, and LYS review potential referrals/shared clients and schedule joint outreach as needed.
- III. Each Street Outreach team provides coverage based on their internal referral processes and shares this coverage information during monthly CoC HOG meeting.
- a. GeneroCity513 – 3CDC operates a hotline where citizens can call and report locations where they have seen/encountered people experiencing unsheltered homelessness in the Central Business District/Southern Over-the-Rhine areas. These reports are logged into an application that features a dashboard to track and analyze data, identifying “hot spot” location based on frequency and pattern of calls. Each week, 3CDC creates a “hot spot” list, which is used by Street Outreach workers to focus their efforts during times most likely to result in effective engagement, as informed by the hotline data. This list is regularly updated and adjusted based on ongoing needs and survey results from the application. GeneroCity513 records the caller information, the report issued, location, and any follow-up actions taken in the app’s notes section. Additionally, if they engage with and verify a person is experiencing unsheltered homelessness, they will enroll them in HMIS.
 - b. PATH –
 - i. Cert Log – PATH receives referrals from various sources including but not limited to the Street Reach App, 311 App, CAP Line, PATH office phone, Cincinnati Police Department, and the City of Cincinnati. Prior to meeting with a referral, all referrals are added to the Cert Log. The Cert Log includes location, description of the person, contact information, and sleeping location. PATH will deploy to their sleeping location within a week of referral unless it is an emergent need; if it is an emergent need, all reasonable measures shall be taken to deploy to the location within 3 business days. Examples of emergent needs include crisis calls from Mobile Crisis or the Police Department and camp cleanups. PATH will attempt to enroll referrals in PATH 3 times, if PATH is unable to locate/engage the referral, they will be removed from the Cert Log however can re-engage when ready. People who are not ready to engage will not be enrolled in PATH but will be enrolled in Street Pop, which is described below.
 - ii. Camp List - When one or more person experiencing unsheltered homelessness is occupying space on public property through a tent, tarp or other handmade structure, or the individual has occupied a building on public property for the purpose of habitation, it is considered an encampment. Unless there is explicit permission by the owner or operator of a private building, street outreach activities are not to occur within a private building such as a business or

restaurant or on private property. PATH maintains a shared Camp List via Google Doc based on known active participant locations. The Camp List is updated in real-time and includes participant level information of each camp inhabitant, number of people residing in the camp, last date of engagement with street outreach worker, and other details relevant to engagement. PATH maintains a weekly schedule informed by the camp list that rotates based on need and staffing pattern. A camp is only removed from the list if it is no longer active. Street Outreach teams deploy to each area of Hamilton County once a week:

1. West
2. North
3. East
4. Central
5. Business District

c. Lighthouse Youth Services

- i. Lighthouse Youth Services (LYS) conducts both proactive and reactive outreach daily, unless disrupted by events or staffing limitations. In addition to conducting weekly proactive outreach, LYS receives referrals through emails and calls from participants, community partners, the Sheakley Center, and the main Lighthouse phone number. Referrals also come from other street outreach teams in the community. To reach the outreach team at Lighthouse, people can call the main office, the Sheakley Center, or send an email directly to the street outreach teams. All calls will be transferred to the street outreach team on the same day via email as email is the preferred method of contact. Lighthouse also accepts walk-ins, and information on their services is available on their website.
- ii. LYS outreach has access to view and update the PATH camp list and is deployed in the same manner as PATH but specifically target youth. When a camp is added to the list, LYS visits within a week to identify and connect with youth. Outreach frequency depends on the camp size and initial observations of youth presence. Camps without individuals in or near the youth range are visited monthly, while those with youth are included in the weekly deployment schedule.
- iii. All outreach attempts are documented internally in CareLogic. When unsheltered homelessness is verified, LYS enrolls individuals experiencing unsheltered homelessness into the Clarity system.

d. VA

- i. The VA conducts both **outreach** and **in-reach** to connect with veterans in need.
 1. Veterans can visit the outreach clinic at 909 Vine Street, where self-reported homelessness is verified through a clinical assessment. Veterans presenting at the Emergency Department at the main VA campus may receive a homeless consult for further assistance. The VA outreach team accepts paper referrals from community agencies and follows up with the veteran to conduct a clinical assessment. Referrals are also handled from the National Veteran Homeless Hotline.
 2. Regular outreach visits to community shelters are conducted in 15 counties, including Hamilton County, based on a weekly schedule. The VA coordinates with PATH teams for joint outreach efforts to maximize impact and coverage.
- ii. All referrals are entered into the HOMES system, and a comprehensive assessment is completed. The assessment remains valid for 30 days unless the veteran enrolls in a homeless program. Engagement attempts and services provided are documented in both the HOMES system and the veteran's medical record to ensure accurate tracking and follow-up.

- iii. Once unsheltered homelessness is confirmed, the veteran is enrolled in VA Street Outreach in Clarity to receive further support and access to resources.
 - e. Street Pop - If a Street Outreach provider observes someone experiencing unsheltered homelessness and they are eligible for their project, they should follow the CoC's Street Outreach Program Intake Policy and Procedure. If a Street Outreach provider observes someone experiencing unsheltered homeless that is not eligible for their project, that is eligible for their project but does not want services, or they engage with someone reporting unsheltered homelessness but have not yet verified or observed their sleeping location, they may enroll them in the Street Pop agency in Clarity. The Street Pop agency was created in Clarity to enable street outreach workers and other social services workers to create a record in Clarity for persons experiencing unsheltered homelessness. This record does not require the detailed data collection other Street Outreach programs require and can help document the person's history of homelessness and more easily connect them to services.
 - i. Street Pop Certified program in Clarity is available for outreach workers who may engage and observe the sleeping location of a person or family experiencing unsheltered homelessness who is not eligible for their outreach program or are eligible for their program but refuses to engage in services. Entering the person's information into Street Pop Certified allows for the participant's homelessness to be documented during initial engagement, updates/creates Verification of Homelessness Report therefore can be used to validate chronic homelessness and allows for referrals to most appropriate outreach programs. Projects should respond to referrals as soon as possible, typically within 2-3 days, but no longer than 1 week from time of referral. For example, a Youth Outreach worker may observe an older adult experiencing unsheltered homelessness who is not eligible for Youth outreach but is eligible for PATH. They would enroll this person in Street Pop Certified and refer to the PATH Outreach team in HMIS.
 - ii. Street Pop Non-Certified is a supportive services program intended to collect data for persons at imminent risk of unsheltered homelessness or persons who unsheltered homelessness has not yet been verified. Outreach encounters while a person is enrolled in Street Pop Non-Certified will not be reflected on the person's Verification of Homelessness Report. This enrollment is used to document encounters and connect the person to the most appropriate outreach program. Projects should respond to referrals within 1 week of receipt.

- IV. Stakeholder Collaboration and Coordination - Street outreach is coordinated among various providers who are likely to encounter individuals experiencing unsheltered homelessness, but whose focus is broader than homelessness. This might include law enforcement and other first responders, hospitals, health and behavioral healthcare providers, workforce systems, faith-based organizations, and other community-based providers.
 - a. Local partners, including but not limited to, Our Daily Bread and St. Anthony's, provide sites where street outreach providers can meet with their active Street Outreach participants or engage with potential participants.
 - b. Street Outreach partners with agencies including but not limited to Mary Magdalen House to communicate with participants who may not have access to cell phones or may not be at their known sleeping location. These partners also make referrals to Street Outreach so that they can be engaged in future outreach efforts.
 - c. Street Outreach partners with non-certified Outreach partners including but not limited to, Coalition for Community Safety as well as local government and law enforcement, to conduct joint outreach to new camps.

- d. Medical Outreach – GeneroCity513, PATH, and the VA coordinate to identify people experiencing unsheltered homelessness in need of medical care. Street Outreach staff along with NeighborHub, the CoC’s Healthcare for Homeless Provider, deploy to unsheltered locations where medical care is identified as a need as well as other large known encampments. The VA’s Medical Mobile Unit is also available to deploy to unsheltered locations where Veterans in need of medical care are identified as residing.

V. Street Outreach Provider Coordination

- a. If a Street Outreach provider engages with a person experiencing unsheltered homelessness but this person is not eligible/appropriate for their services, they will make referrals to the appropriate street outreach project. Projects should respond to referrals and deploy to the location as soon as possible, typically within 2-3 days, but no longer than 1 week from time of referral.
 - i. Street Pop referrals in HMIS
 - ii. Emergency Referrals outside of Street Pop
- b. Joint Outreach – Street Outreach providers review the Camp List as well as By-Name-List at minimum, during monthly HOG Meetings and for Veterans, during the monthly Homeless Veteran Workgroup meetings. Upon review of Camp and By Name Lists, street outreach providers may conduct Joint Outreach efforts to improve coordination of care as well as reduce duplication of engagement.

VI. Data Review – The Homeless Outreach Group will review, at least every quarter, data which includes the following:

- a. Number of participants on By Name List (monthly)
- b. Street Pop data (monthly)
- c. Demographic data
- d. Coordinated Entry data
- e. Number of individuals served
- f. Outreach referrals
- g. Program outcomes
- h. Point in Time (PIT) Survey results (annually, at minimum)

The HOG leadership team will use this data to review program impact, adjust program operations, ensure achievement of outcomes, and make progress towards Functional Zero² in Cincinnati/Hamilton County.

VII. Rapid Resolution - When previously unknown persons experiencing unsheltered homelessness are referred to or engaged with Street Outreach, it is best practice to engage in rapid resolution, an endeavor to problem-solve an alternative to their homelessness. This conversation may not effectively change next steps, and the Street Outreach provider should emphasize participant choice throughout engagement. Contact and engagement information is recorded in the Street Outreach program in HMIS and if alternative housing is identified through this process, the Street Outreach project will exit on the same date of enrollment. If rapid resolution of homelessness is not possible, street outreach staff shall enroll them in Street Outreach in HMIS and continue to provide traditional Street Outreach services.

VIII. Engagement - Street outreach seeks to engage individuals experiencing unsheltered homelessness in a culturally competent and trauma informed manner, provide links to mainstream services, and use mediation and problem-solving techniques to connect people with safe housing options whenever possible.

- a. Ongoing Services – Key to the success of outreach and engagement efforts is regular follow-up and building trust with individuals through regular interactions. Street Outreach is individualized, and providers will meet the participants where they are

² Chronic homelessness is rare (fewer than 3 people or .1% of the most recent PIT Count, whichever is greater, experiencing chronic homelessness at any given time) and brief.

therefore services will primarily be provided on public property and in the sleeping location of the person experiencing unsheltered homelessness, however Street Outreach providers shall not enter a tent or other similar structure during the provision of services. If meeting a person experiencing unsheltered homelessness in their sleeping location is not possible, Street Outreach services may be available inside public buildings, community partner locations, or at the Street Outreach provider's office. Street outreach teams should spend a minimal amount of time, if any, engaging in in-reach activities.

Street Outreach staff will document encounters with people living in unsheltered locations using the Current Living Situation assessment in HMIS.

- b. Engagement of those least likely to request services – In the event an individual experiencing unsheltered homelessness does not wish to engage with street outreach staff, this preference shall be respected. Street Outreach providers will attempt to collect as much information as possible to enroll in Clarity's Street Pop Program. Street Outreach providers shall offer service again in the future to that same person who previously declined service offers. Street outreach staff shall use their professional discretion in determining the length of time between offers of service whenever possible and circumstantially appropriate for the individual. The follow up outreach attempt does not need to be completed by the same outreach staff that was involved in the initial engagement. Street Outreach providers will update notes with all attempts at engagement and if they choose to later accept services, the Street Outreach provider will refer them to the appropriate project in Clarity. GeneroCity513 will enroll in program even if not interested in services.

- IX. Housing Focused Approach – The goal of street outreach is to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Street outreach utilizes Housing First approaches. A range of housing options, from institutional care to family reunification, roommates to independent living, should be discussed, offered, and operationalized as appropriate.

- a. Coordinated Assessment – Street Outreach is integrated into the Coordinated Entry System; people sleeping in unsheltered locations are assessed and prioritized for assistance in the same manner as any other person assessed through the coordinated entry process and are connected quickly to resources available via Coordinated Entry as described in the Coordinated Entry Manual.
- b. Chronic Homeless Assessment- As part of the re-engagement activities with persons experiencing unsheltered homelessness, street outreach providers shall verify and document chronic homeless status, whenever it is warranted. The Chronic Homeless Assessment in HMIS was developed to efficiently expedite the process of housing the most vulnerable individuals.
 - i. The Verification of Homelessness Report is used to document homelessness based on data entered in HMIS. Additional documentation is not required for periods where the Verification of Homelessness Report can be used to document homelessness. However, if a participant has periods of homelessness or breaks in homelessness other than what is documented in HMIS, additional documentation is required to determine Chronic Homelessness. The Chronic Homeless Assessment is used to track that additional documentation. The Street Outreach staff must upload the 3rd party or self-report documentation to reflect the months reported in the Chronic Homeless Assessment as well as the verification of disability.
- c. High-Risk List - There are situations where the community's most vulnerable participants experiencing unsheltered chronic homelessness may be unsuccessful in obtaining housing through the community's standard Coordinated Entry process due to their acute medical, mental, or emotional circumstances. These participants will be

referred via email by the Street Outreach staff to the High-Risk List for immediate and zero barrier access to Permanent Supportive Housing. The following criteria must be met in order to be eligible for the High-Risk List:

- i. 3 or more failed housing matches through Coordinated Entry in the past five years
 - ii. Documented as chronically homeless (with at least 9 months of 3rd party documentation, up to 3 months of self-cert is acceptable).
 - iii. Documented disability prior to being added to the list.
 - iv. Currently enrolled in a Street Outreach project
- d. Coordinated Entry will maintain the High-Risk List. When a client from the list engages with a street outreach worker and communicates a desire to be housed, the street outreach worker will contact Coordinated Entry; Coordinated Entry will contact PSH agencies to identify an opening for the client. If the PSH agency can accept the referral, they will enroll the client and begin housing search the same day, or no later than 1 business day.
- e. Match – When a person experiencing unsheltered homelessness has been identified as a match for a vacancy through Coordinated Entry, street outreach staff shall assist in locating the individual as well as organizing and arranging transportation and connection to the housing opportunity. Street Outreach providers will work with the housing services provider during the housing search process to ensure the person experiencing unsheltered homelessness is successful in obtaining housing and services.
- f. Maintaining Participant Choice - When a person experiencing unsheltered homelessness does not desire or is ambivalent about housing, the street outreach staff shall respectfully be persistent and use all available skills, such as Motivational Interviewing and Assertive Engagement, to support and assist the individual in considering housing. If a person experiencing unsheltered homelessness declines a Coordinated Entry match, Street Outreach will notify Coordinated Entry and the housing provider of the refusal and will continue to engage the person experiencing unsheltered homelessness.

X. Termination

- a. When exiting a participant from the project, the exit date must represent the last day a contact was made, or a service was provided. Participants are exited from street outreach projects after 45 days of no contact with an outreach worker. They are also exited when they are permanently housed or when they enter a services-enriched emergency shelter. In these cases, the participant is exited as of the date of the last contact recorded in Current Living Situation.³ Outreach programs should not exit participants solely because they enter Winter Shelter or other non-services-enriched shelters.
- b. When a participant is exited from Street Outreach because the participant has moved into housing and is no longer unsheltered, the provider may enter them into a non-certified Street Outreach project or other Services Only HMIS project not designated exclusively for persons experiencing homelessness based on ongoing need to reinforce the transition and to provide support to the individual and their providers.
- c. Warm Hand-Off – Whenever the street outreach staff are transferring contact with a person experiencing unsheltered homelessness to any other staff or program from the same or different organization, all reasonable efforts shall be made to ensure that there is a complete and transparent sharing of information, as well as a warm handoff. Warm handoffs occur best when all relevant parties, including the unsheltered person, are in the same location and are sharing information transparently.

³ [HMIS Data Standards: Universal Data Elements: 3.11 Project Exit Date - HUD Exchange](#)

Street Outreach Program Intake Policy and Procedure _E0722

POLICY TITLE: Street Outreach Program Intake Policy and Procedure

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 7/15/22

PURPOSE: To ensure consistent and accurate verification of homelessness in Street Outreach projects.

ELIGIBILITY: Street Outreach staff will complete intake into a Street Outreach project in HMIS for individuals/families in the community who meet the unsheltered homeless criteria of HUD Definition of Homelessness Category 1:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime* residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Other criteria of Category 1, such as individuals/families who are staying in shelters or exiting an institution into homelessness, and other categories of homelessness, such as fleeing domestic violence (not unsheltered), must be documented through the appropriate process and per the documentation requirements specific to the situation, as identified in the CoC-approved Homeless Documentation Requirements for Enrollment in CoC & ESG Housing Programs policy and procedure, and may not be verified as unsheltered homeless by Street Outreach staff.

Street Outreach staff may only verify homelessness after seeing first-hand the place not meant for human habitation where the individual/family is residing. In accordance with HUD's standards and the CoC-approved Homeless Documentation Requirements for Enrollment in CoC & ESG Housing Programs policy and procedure, reports of unsheltered homelessness of individuals/families made by a third party or self-report may be allowable for program CoC and ESG housing eligibility, but that must be verified and documented through means other than Street Outreach intake in HMIS.

PROCEDURE:

- When engaging with individuals/families who report that they are experiencing unsheltered homelessness and who are not currently active in the Street Outreach project, staff must ask specific questions to assess the current living situation. Questions could include but are not limited to:
 - Where did you sleep last night?
 - Where will you sleep tonight?
 - Are you working with any other Street Outreach worker?

- If the responses indicate that the individual/family is currently experiencing unsheltered homelessness, Street Outreach staff should explore with the individual/family any possible resources that could end/interrupt the current episode of unsheltered homelessness. Potential resources that Street Outreach staff could assist the individual/family in contacting include but are not limited to:
 - Emergency contacts
 - Family/Friends who may be able to provide temporary or permanent accommodations
 - Central Access Point (CAP) line for placement in shelter
- If attempts to immediately end/interrupt the current episode of unsheltered homelessness are unsuccessful, Outreach staff must collect intake information around individual/family's current living situation as the individual/family is willing to provide. To proceed with homeless verification, the individual/family must disclose at a minimum the specific location where the individual/family has been sleeping (including but not limited to vehicle information, street names, possible landmarks, how to navigate to location.) If the individual/family does not wish to disclose adequate information regarding their current living situation, or refuses to allow Street Outreach staff to visit the location, staff may continue to attempt to engage the individual/family, but they must not be entered into a Street Outreach project that documents eligibility for CoC and ESG housing programs until Street Outreach staff has verified first-hand that the individual/family's primary nighttime residence is a place not meant for human habitation. If possible, Street Outreach staff should try and collect additional information such as contact information for the individual/family and their emergency contacts' information at this time.
 - Street Outreach staff must visit the location where the individual/family reports sleeping within one week of obtaining sufficient information to do so. Some individual outreach programs may require a shorter timeline. Street Outreach staff should inform the individual/families of the specific date and time when they will visit the location to verify homelessness.
- When verifying homelessness, Street Outreach staff must look for evidence that individual/family is staying in the location reported, for example:
 - Clothes
 - Bags of personal items
 - Empty food containers/bags
 - Shelter structure/tents/blankets/sleeping bags
- After verifying homelessness, Outreach staff must obtain any basic demographic data that was not previously collected and enter it into HMIS within 2 days of the first substantial encounter, in accordance with the Cincinnati/Hamilton County HMIS Data Quality Plan. A Current Living Situation must be recorded in HMIS at Project Start Date, Date of Engagement, and each subsequent time there is an interaction between the Outreach worker and client designed to engage the client. Per the Homeless Documentation Requirements for Enrollment in CoC & ESG Housing Programs policy and procedure, Street Outreach homelessness verification in HMIS is considered current for 30 days from the date of the most recent contact during which the participant reports a current unsheltered living situation, unless the participant is exited from the program sooner.

- If Outreach staff is unable to confirm through both interview and first-hand visual assessment that the individual/family is experiencing unsheltered homelessness as recently as the previous night, the individual/family must not be entered into a Street Outreach project that documents Category 1 homelessness for CoC and ESG housing programs.

*Definition is inclusive of any primary sleeping location regardless of time of day. (i.e. people who work 3rd shift)

Joint Transitional Housing / Rapid-Rehousing Policies

Transitional Housing/Rapid Re-Housing Program Rental Determination Policy _E0821

POLICY TITLE: Transitional Housing/Rapid Re-housing Program Rental Determination Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

PURPOSE: To standardize participant rental amount determination across all Transitional Housing/Rapid Re-housing (TH/RRH) programs

EFFECTIVE DATE: 7/1/2021

REVISION EFFECTIVE DATE: 8/20/2021

POLICY: TH/RRH program participants will pay a monthly rental fee based on their income. Rental fees will be determined using the Resident Rent Calculation Worksheet and HUD guidelines. Maximum rent for TH portion participants will be capped at \$200 per month with no maximum for RRH portion participants. Some or all of a participant's rent portion may be waived for up to three months in combined TH/RRH participation under certain circumstances.

PROCEDURES:

Procedure for TH:

- 1) Each TH/RRH program participant residing in a transitional housing (TH) unit will provide verification of income as follows and will be documented in accordance with 24 CFR 5.609 and 5.611:
 - a. At Project Start Date,
 - b. At Housing Move-in Date if this date is more than 30 days after the Project Start Date,
 - c. When changes in income are identified, and
 - d. At least once every three calendar months the participant is enrolled and housed in the TH project.
 - e. At annual assessment within 30 days of the participant's project start date anniversary.
- 2) Beginning with the 1st full month after intake/move-in, program staff will calculate the participant's rental fee using the CoC approved Resident Rent Calculation worksheet and Utility Allowance. The Utility Allowance is defined by the document, Housing Allowances for Tenant Furnished Utilities and other Services as published by the local public housing authority, as well as any standard utility fee associated with utilities participant is responsible for. This standard utility fee amount is approved annually by Strategies to End Homelessness.
- 3) Rental fee will be set at the amount determined by the Resident Rent Calculation worksheet or the established cap, whichever is lower.
 - a. Cap for all TH units is set at \$200.

Procedure for RRH:

- 1) Participants in the RRH portion of the TH/RRH project will provide verification of income as follows and will be documented in accordance with 24 CFR 5.609 and 5.611:

- a. At Housing Move-in Date if this date is more than 30 days after the Project Start Date,
 - b. When changes in income are identified, and
 - c. At least once every three calendar months the participant is enrolled and housed in the RRH approved unit.
 - d. At annual assessment within 30 days of the participant's project start date anniversary.
- 2) The TH/RRH program will pay all move-in expenses on behalf of the client entering the RRH portion of the project. This includes security deposit and initial rent (1st month's rent, Last month's rent, utility allowance and utility deposit if required).
 - b. The program may pay a security deposit up to twice the monthly rent amount and last month's rent up front if required by the landlord.
 - c. The utility allowance is defined by the document, Housing Allowances for Tenant Furnished Utilities and other Services as published by the local public housing authority, as well as any standard utility fee associated with utilities participant is responsible for. This standard utility fee amount is approved annually by Strategies to End Homelessness.
 - 3) The TH/RRH program will pay 100% of the gross rent (defined as rent plus utility allowance) for the month following a participant's move-in (month two), to the landlord and utility company.
 - 4) Beginning the 3rd calendar month after housing move-in, participants' rents will be calculated at least every three calendar months using the CoC approved Resident Rent Calculation worksheet.
 - a. Participants will pay their required rent portions directly to the landlord. The TH/RRH program will submit rent subsidy payments on behalf of participants directly to the landlord, as well.
 - b. If the participant is eligible for a utility allowance based on the Resident Rent Calculation Worksheet, payment for those utilities will be paid directly to the appropriate utility company.
 - c. An exception to this section would be for individuals who are moved directly into a RRH unit from an emergency shelter or a place not meant for habitation. In those situations, gross rent for the 3rd calendar month would be covered by the TH/RRH program and rent calculations would begin in the 4th calendar month of housing.

Waivers of Participant Rent

It is expected that some participants may be challenged by paying a portion of their rent. Under exceptional circumstances, projects may waive up to the entire amount of the participant's monthly rental portion, so that income can be used to pay expenses, existing debts and/or respond to circumstances that present barriers to present or future housing stability, such as:

- Payment of debts owed to subsidized housing
- Payment of outstanding utility arrears
- Legal Fees
- Incidents that occur that present barriers to the client, e.g. vehicle breakdowns, theft, etc.

All waivers must be requested using the CoC-approved waiver form which will identify the need. The form must be accompanied by appropriate documentation of the circumstances of the need and reasonableness of the amount waived, for example a mechanic's quote for car repair costs or a utility bill indicating arrears due. The amount waived should not exceed the expense/burden imposed. The form must be approved by the agency's RRH Project Manager or equivalent.

Waivers may only be approved for a period of one (1) month at a time. A participant can receive more than one (1) month of waived rent, but no more than three (3) months during their participation in the project, and each month must have a waiver form package approved by the RRH Project Manager or equivalent.

Example of waiver implementation: A participant recently was robbed. The case worker prepares a waiver form indicating the barriers presented by the event and attaches a police report that indicates that \$300 in cash was stolen. Up to \$300 of the participant's rental portion could be waived for the month. The RRH project manager signs off on the packet.

Rapid Re-housing Policies

4th Quarter Re-Allocation One Time RRH Rental Assistance Policy _E0519

POLICY TITLE: Continuum of Care 4th Quarter Re-allocation Funds One-Time Rental Assistance Policy and Procedure

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 5/21/2019

POLICY: In coordination with the *Continuum of Care Expenditure Threshold Policy & Procedure*, as well as the *CoC Reallocation of Funding Policy*, it is the policy of the Clearinghouse to maximize the effectiveness of Continuum of Care (CoC) Funding and to assist as many people as possible in exiting homelessness.

Subject to and within the framework of the CoC Re-allocation of Funding policy, it may from time to time occur that Strategies to End Homelessness (STEH) identifies that there will be CoC Program Rental Assistance funds available in the 4th quarter of a given grant year. In such event, the community, through the Clearinghouse, may opt to utilize these available 4th quarter funds for “One-time assistance”.

The following are the conditions under and the process by which one time assistance projects may be approved within that framework:

1. One-time assistance projects may only be approved for operation in the 4th quarter of a given grant year. Once the given grant year is complete, any such funding of one-time assistance will cease as of June 30 of that year.
2. One-time assistance projects may only be funded for operation with reallocated funds, as defined in the CoC Re-allocation Policy.
3. Agencies must seek special permission and status through Homeless Clearinghouse to operate a one-time assistance project.
 - a. According to the CoC Re-allocation policy, STEH will periodically release Funding Request Forms outlining available “unallocated” funds and particular conditions regarding the requests for said funds, if any.

- b. If a given agency is seeking to operate a one-time assistance project, the agency must submit an otherwise eligible Funding Request Form which specifically proposes the terms of the project as including one-time assistance.
 - c. If the Funding Request for said project including one-time assistance is approved by the Clearinghouse, the agency operating the project will be considered a Designated Agency, the responsibilities of which are outlined below in this policy and which status will only be in effect for the remainder of that grant year.
4. Any agency wishing to run a one-time assistance project with Re-allocated funds must re-apply for said permission each year through and subject to the CoC Re-allocation process. Approval of a given project in any given year does not guarantee approval to that same agency for a similar project in any given subsequent year.
 5. Requests to operate a one-time assistance project as a Designated Agency may not be presented to the Clearinghouse any earlier than at its first scheduled meeting to occur during the 4th quarter of that given grant year.
 6. The Clearinghouse will have discretion as to whether any such requests are approved.

Agencies submitting client referrals to an agency approved and granted status as a “Designated Agency” will be required to refer only eligible clients.

The receiving Designated Agency then has the responsibility to obtain and maintain eligibility and program documentation in accordance with CoC Program requirements. Documentation must be available for STEH to review during on-site monitoring processes.

Eligibility Criteria for Referral:

- A VI-SPDAT must be completed with the client.
- The Client must have documentation of homelessness.
- A housing unit must be identified before referral
- A clear, legible, and unsigned lease must be present and outline a period of at least one year
- Client’s monthly income must meet or exceed the rental amount listed in the lease
- The unit must meet rent reasonableness standards
- The unit must have already undergone and passed a Housing Quality Standards (HQS) Inspection*

* It is the responsibility of the referring agency to have an HQS inspection completed prior to submitting the referral to STEH. However, if the referring agency does not have housing

projects of its own, the referring agency may request that the receiving Designated Agency perform the HQS inspection by submitting a *Request for Inspection Form* simultaneous with the *One-Time Assistance Referral Form*

Referral Procedure:

- The referring agency must complete a *One-Time Assistance Referral Form* and email it to the Coordinated Entry Specialist at STEH. The supporting eligibility documentation itself remains with the referring agency.
- STEH will perform a review of the *One-Time Assistance Referral Form* to determine if, on its face, the referral form appears to be complete and/or the client is eligible.
- If in the event the referral form facially is incomplete and/or the client appears ineligible, STEH will contact the referring agency and indicate what information is lacking and/or the reason for ineligibility.
 - It is the responsibility of the referring agency to obtain the outstanding information and/or correct the referral.
- If/once the referral form is complete and reflects an eligible referral, STEH will forward the *One-Time Assistance Referral Form* (and the *Request for Inspection Form*, as applicable) to the appropriate Designated Agency in the same procedure and format as the standard Coordinated Entry match email.
- STEH will complete a referral in HMIS, or its alternate system during HMIS transition period, to the Designated Agency, or in the event that multiple agencies have been approved for “Designated Agency” status, to the Designated Agency deemed most appropriate by the Coordinated Entry Specialist.

Rental Assistance Procedure:

- Once the match has been made, the receiving Designated Agency will contact the referring agency directly, which referring agency has the responsibility to submit eligibility documentation, including:
 1. Homeless Certification
 2. Lease - unsigned
 3. Rent Reasonableness documentation
 4. HQS Inspection documentation
 5. Income Verification and Evaluation – self-declarations are acceptable in the event that other sources of documentation are unobtainable by the client and/or referring agency.
- The receiving Designated Agency will review the documentation before initiating the intake:

- If the documentation provided is not complete as to the list outlined immediately above in this policy, the receiving Designated Agency will notify the referring agency directly and indicate what information remains outstanding.
- The referring agency is responsible for obtaining all additional required documentation and resubmitting it directly to the receiving Designated Agency for review.
- Once documentation is approved, the receiving Designated Agency will contact the referring agency and ask them to proceed with the lease signing.
- Within 24 hours after signing the lease, the referring agency will contact the receiving Designated Agency and arrange an intake appointment for the client.
 - Every effort should be made to schedule the appointment for the next business day.
 - The case manager (or other named point of contact) from the referring agency is solely responsible for ensuring the client's attendance at the intake appointment.
- If all documents are in order and after the intake is completed, the receiving Designated Agency will process the one-time rental assistance payment.
- The client should move into housing when the lease is signed and they are provided keys by the landlord, as arranged at lease signing.

CoC Program Compliance Responsibility:

Reallocated funding will be made available to a given Designated Agency through a CoC funding agreement amendment of an existing CoC Renewal project. A given Designated Agency is responsible for compliance with all applicable CoC funding requirements including matching the funds, documenting all eligibility criteria, participating in Coordinated Entry and HMIS, and complying with the end date of the funding agreement amendment, and/or the time-limits prescribed in this policy.

RRH Rental Determination Policy _E0724

POLICY TITLE: Rapid Re-housing Rental Determination Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 7/1/2021

REVISION EFFECTIVE DATE: July 19, 2024

DEFINITIONS:

For the purposes of this policy, the following terms will have the meanings set forth below:

Participant: The individual/household directly served by the RRH program.

Contract rent: The monthly rent amount due, per the lease agreement, between the landlord and participant.

Utility allowance: Estimates of the expenses associated with different types of utilities and their uses. The utilities for which allowances may be provided include electricity, natural gas, propane, fuel oil, wood or coal, water and sewage service, garbage collection, and any standard utility fee associated with utilities the participant is responsible for. The functions, or end-uses, covered by an allowance may include space heating, water heating, cooling, refrigeration, lighting, or appliance.

Gross rent: The sum of the contract rent and utility allowance for the unit. When a Rentellect test is correctly completed for the unit, this amount is included on the Rentellect form under the same name. *Please note that utility allowances change from year to year, so the gross rent will not always be the same.*

Income: Income of program participants calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a)

APPLICABILITY

This policy is only applicable for RRH assistance and is effective beginning on the lease start date for RRH assistance.

This policy does not apply to participants in the RRH portion of a Joint TH/RRH project. The community's TH/RRH Joint Rental Determination policy must be used in determining the occupancy charge for participants in the Transitional Housing of a Joint TH/RRH project.

INTRODUCTION

The RRH program has the ability to support participants with temporary financial assistance in the form of rental subsidy/utility assistance, security or utility deposit assistance, and/or relocation assistance on a short or medium-term basis. The participant's income and individualized service plan should be considered when identifying a housing unit, and Housing Case Managers (HCMs) should encourage participants to move into units they will reasonably be able to maintain after

RRH assistance has ended.

The goal is to provide the lowest effective level of assistance (lightest touch) for the shortest duration necessary, with the expectation that the participant will take over full responsibility for rent when the rental subsidy ends. The length of participation may vary based on each participant's level of need or barriers.

All financial assistance must be paid to eligible third-party vendors, such as landlords, utility companies, moving companies, etc. ***Financial assistance must not, under any circumstances, be provided directly to a participant or a member of a participant's household who is enrolled in the project, even as reimbursement for expenses undertaken by the participant to secure housing.***

Eligible Move-in Costs:

- **Security Deposits:** A maximum of two times the monthly rent for a unit is allowed. In some cases, a relocation may warrant additional security deposits for the new location.
- **Utility Deposits:** If the participant must pay a deposit to a utility company to begin utility service, the RRH project may assist with this deposit. Utility deposits must be a one-time fee paid to utility companies. Utility deposits are eligible under the Supportive Services line.
- **Utility Assistance:** When the lease identifies the participant as the party responsible for some or all utilities, the RRH program may make utility payments directly to the utility company on behalf of the participant. The amount of assistance (if any) is based on the Allowances for Tenant Furnished Utilities and Other Services published by the local Public Housing Authority, and any standard utility fee approved annually by Strategies to End Homelessness. This amount is calculated using the Resident Rent Calculation Worksheet. Agencies must pay the utility allowance regardless of what the actual charges are for the participant utilities.
- **Rental Assistance payments:** The project may provide tenant-based rental assistance on behalf of a participant for up to 24 months. However, the amount of rental assistance paid must be determined by the participant and the RRH HCM at least every three calendar months. RRH projects are required to follow the community's process for determining financial assistance as described in this document. Last month's rent may be paid as part of move-in costs if required by the lease.

Other Eligible Expenses:

RRH funds may be used for other financial assistance necessary for participants to secure housing. Examples of additional financial assistance expenditures that may be permitted include:

- Rental application fees, including a credit check, if documented as a cost required by the application
- Transportation assistance when directly connected to gaining housing, such as to attend a housing interview or attend a housing-related class
- Reasonable, one-time per participant, moving costs (may include truck rental and/or hiring a moving company).

Income Documentation

Income (see “Definitions”) is a principal factor used to assess a participant’s level of need and should be evaluated regularly. At a minimum, income will be documented for participants as set forth below, in accordance with 24 CFR 5.609 and 5.611:

- At Project Start Date,
- When changes in income are identified, and
- At annual assessment within 30 days of the participant’s project start date anniversary.

RRH programs are required to use the CoC-approved income evaluation form when the participant has income (unless that income is a fixed monthly amount, such as SSI, SSDI, or OWF, in which case a current printout of monthly amount is sufficient). A self-declaration of zero income must be obtained when the participant has no reportable income under HUD guidelines. The income documentation, including self-declarations, must be obtained at each income evaluation and recorded in HMIS at intake, when changes in income are identified, and at least annually.

Determining the Amount of Financial Assistance

For many households, payments necessary to retain housing are their largest monthly expense. Therefore, the RRH project should endeavor to determine and communicate a participant’s monthly rental obligation with ample time for the participant to shoulder the expense.

All participants are required to pay the calculated portion of their rent from the 3rd calendar month onward.

A rent calculation form shall be generated whenever the following circumstances occur:

- Prior to the 3rd calendar month,
- Whenever income changes,
- When household composition changes,
- An error is identified in the most recent rent calculation, or
- Otherwise, at least within 30 days of the participant’s annual anniversary date.

Each rent calculation form shall be valid until a more recent form takes its place.

Eligibility for months of assistance does not imply that additional assistance is necessary or even appropriate. Ensuring that participants receive the “lightest touch” necessary ensures that the RRH project can assist the maximum number of participants.

Initial Subsidies (Calendar Months 1-2)

RRH projects will pay 100% of the participant’s initial move-in costs as required by the lease or utility company, limited to expenses listed in the section entitled “Eligible Expenses” of this policy and those related to rental assistance for the calendar month of the housing move-in date. The project will also pay 100% of the gross rent for the second month if subsequent assistance is needed.

Subsequent Subsidies (Calendar Months 3-up to 24)

Beginning with the third month of rental assistance and continuing until the participant exits, up to a total of 24 calendar months of rental subsidy (including the last month, even if paid

at move-in), all participants are required to pay as a contribution towards gross rent the higher of:

- 30% Household's monthly adjusted income
- 10% Household's (monthly) gross income

If a participant has no income, the RRH funds will subsidize the entire gross rent amount on behalf of the participant. This includes any utility allowances that are the participant's responsibility.

RRH projects are required to use the CoC-approved Resident Rent Calculation Worksheet and income evaluation forms to make a rental determination. Both must be retained with the appropriate documentation in the participant's file. The CoC-approved rental calculation form defines income adjustments for the purpose of determining monthly adjusted income. The gross rent calculation must incorporate the applicable utility allowance (utilities for which the participant is responsible, per the lease). Utility allowances change annually; effective January 1st, RRH projects are required to use the current utility chart when calculating participant rents, unless a delay occurs in disseminating the chart. The participant's utility company must be reimbursed for any amount that exceeds the participant's share of the gross rent.

Rehousing an RRH Participant Exception

Move-in costs after the initial move-in may be exempted from rent calculation requirements to ensure move-in costs are paid in a timely manner and in the proper amount by the RRH project. The RRH project, at their discretion, may pay any expenses as required by the lease or utility company, limited to expenses listed in the section entitled "Eligible Expenses" of this policy. The participant's months of rental assistance based upon the original housing move-in date (regardless of any consecutive intakes) shall apply for rent calculation beginning in the calendar month following the rehouse date. No more than 24 months of rental assistance may be paid for a participant unless a HUD waiver supersedes this requirement. Utilizing this exception does not affect the number of waiver months used.

Subsidized Units Clarification

In the event a subsidized unit (HCV or otherwise) is identified for initial move-in or re-housing for the participant, the RRH project will ensure that CoC funds are not used to pay for any costs that are covered by another federal subsidy. The RRH project may, at its discretion, pay any, all, or none of the move-in costs that do not have other federal subsidies attached to them.

Example: An RRH project may transfer an existing participant to a new unit where the landlord has accepted the participant's HCV voucher. CMHA does not pay security deposits, so the RRH project may pay the security deposit only. However, the RRH project may not pay the participant's portion of rent, as the participant portion is determined after federal subsidies are applied.

The RRH program must document a passed HQS inspection before a participant moves into a subsidized unit. When housing a *participant* in a subsidized unit, the RRH program must maintain services during the calendar month of move-in. Aftercare supportive services of up to six months may be provided to participants once they are housed in subsidized units; however, no rental assistance may be paid.

Waivers of Participant Rent

Under exceptional circumstances, projects may waive up to the entire amount of the participant's monthly rental portion so that income can be used to pay expenses, existing debts, and/or respond to circumstances that present barriers to present or future housing stability, such as:

- Payment of debts owed to subsidized housing
- Payment of outstanding utility arrears

- Legal Fees
- Incidents that occur and present barriers to the participant, e.g., vehicle breakdowns, theft, etc.

All waivers must be requested using the CoC-approved waiver form. The form must be accompanied by appropriate documentation of the circumstances of the need and reasonableness of the amount waived, for example a mechanic's quote for car repair costs or a utility bill indicating arrears due. The amount waived must not exceed the expense/burden imposed. The form must be approved by the agency's RRH Project Manager or equivalent.

Waivers may only be approved for a period of one (1) month at a time, and payment should be made within 30 days. A participant can receive no more than three (3) months of waived rent during their participation in the project. Each month must have a waiver form package approved by the RRH Project Manager or equivalent.

Example of waiver implementation: A participant recently was recently robbed. The case worker prepares a waiver form indicating the barriers presented by the event and attaches a police report indicating that \$300 in cash was stolen. Up to \$300 of the participant's rental portion could be waived for the month. The RRH project manager signs off on the packet.

Permanent Supportive Housing Policies

PSH Termination of Services Policy _E1218

POLICY TITLE: Permanent Supportive Housing Program Termination of Services Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE:12/14/2018

POLICY: Permanent Supportive Housing programs provide housing and supportive services to assist homeless persons with a disability to live independently. It is the responsibility of the program to exercise good judgment and examine all extenuating circumstances in determining when program violations are serious enough to result in termination from the program.

Rental assistance payments can only be made for units that pass the Department of Housing and Urban Development

Standards (24 CFR 982.401) during an initial inspection and within 30 days of an annual inspection.

Failure to comply with the federal regulations of the program will result in termination from the program. Per the federal regulations, participants must:

- Receive an annual assessment of needs; and
- Provide all required documentation to verify program eligibility initially, annually, and as changes occur.

Termination will also occur when the qualifying member of the household:

- Is institutionalized or incarcerated for 90 days or more;
- Voluntarily exits the program; or
- Dies.

Termination may occur if the participant moves outside of Cincinnati/Hamilton County without prior approval by the housing provider. See CoC Policy titled "Increasing Mobility Options for Homeless Individuals and Families with Tenant-Based Rental Assistance" for additional information.

PROCEDURE:

Participants will be provided a written copy of the program rules and the termination process upon entry into the program. In the spirit of the *supportive* aspects of the program, and within the fidelity of a Housing First* framework, the participating agency will document reasonable efforts and interventions that demonstrate attempts to encourage participants' compliance with program rules and expectations. In some severe cases, (e.g. violence, or serious threats of violence, toward program staff, volunteers, or other participants), termination from the program may be immediate. Participants who repeatedly and/or seriously violate program rules or conditions may be terminated from the program.

When termination is deemed necessary, the participant will be provided notice that clearly states the reason for termination. The program must deliver all termination-related notices in writing. The participant will be given the opportunity to dispute the termination orally or in writing with a person other than the staff member (or a subordinate of that person) who made or approved the termination. Notice of the final decision will be provided to the program participant in a timely manner. Site-based projects should follow their written procedures for filing an eviction. The termination process must be consistent with federal regulations and the agency policy.

*Housing First is a homeless assistance approach guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a client more successful in remaining housed and improving their life.

General Housing Policies

Housing Quality Standards Policy_E0623

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 5/20/22

REVISION EFFECTIVE DATE: 6/1/2023

Housing Quality Standards (HQS), as defined in 24 CFR 982.401, are the HUD minimum quality standards for housing leased with Continuum of Care program funds, or for which rental assistance payments are made with Continuum of Care program funds.

Efforts will be made at all times to encourage landlords to provide housing that exceeds HQS minimum standards. The Housing Provider (HP) is responsible for assuring that each unit occupied by a CoC program participant meets the HQS and HP guidelines. Inspections will be conducted and recorded using form HUD 52580-A, or an alternative form that has been approved by Strategies to End Homelessness. All persons performing HQS inspections (inspectors) will read this policy and the instructions on the inspection form thoroughly prior to completing inspections. While inspections are a required tool for ensuring that HQS are met, HP will also address HQS deficiencies that become known by means other than an official inspection (e.g. home visits) within the same time standards.

Because it might be a real or perceived conflict of interest, any rental unit owned or managed by HP will be inspected by an independent contractor for all categories of HQS defined later in this section, except for Move Out/Vacate Inspections which may be performed by HP staff. In this document, "HP" will refer to either the HP or the HP's contractor, as appropriate.

Required Trainings

In addition to reading this policy and the instructions on the inspection form thoroughly, all inspectors are required to complete STEH's Continuum of Care (CoC) Program Housing Quality Standards (HQS) training, which may be completed either via a live (in-person or remote) presentation or via the On-Demand Training Portal, and the HUD Lead Based Paint Visual Assessment Training Course. Documentation of completion of both trainings must be retained and available for review.

Guidelines/Categories of Inspections

All units must comply with all orders issued by any local governing body to enforce such local governing body's local building codes. HP may search for the property on the Cincinnati Area Geographic Information System (CAGIS) website's CAGIS Activity Report, however the absence of an open code violation case does not certify that the unit is in compliance. In cases where the local governing body has issued any order preventing occupancy of the unit, the unit shall be deemed not to meet the HQS, and the unit shall be terminated from HP's program.

For purposes of inspections, the term "HQS" refers to the Housing Quality Standards inspection in accordance with 24 CFR 982.401.

There are five categories of inspections HP may perform:

1. Initial/Move-in Inspection
2. Annual Inspection

3. Complaint Inspection
4. Quality Control Inspection
5. Move Out/Vacate Inspection

Initial and Annual HQS

Acceptability criteria, as stated in 24 CFR 982.401, will be used to determine if a dwelling unit is decent, safe, and sanitary initially and throughout the duration of provision of CoC assistance. Before any initial assistance will be provided on behalf of a program participant, the HP must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS. In transitional housing projects where the lease is between the HP and the landlord, the form HUD 52580-A, or other form approved by STEH, is only required prior to the initial payment and annually thereafter. However, HP must verify that units meet HQS when units turn over in the interim. When HP inspects a unit prior to identifying the household(s) that will occupy the unit, HP must identify the number of children under 6 as "TBD" and complete the form as if the unit will be occupied by at least one child under the age of 6, to ensure that requirements are met regardless of the eventual occupancy.

HP will make every reasonable effort to conduct initial HQS inspections as expeditiously as possible after the unit has been identified, usually within 1-3 business days. All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the HP will notify the landlord to have the utilities turned on. After the landlord notifies HP that the utilities have been turned on, the HP will schedule an inspection. Even if eventually the participant will be responsible for paying any utilities, the utilities can be turned on in the name of landlord for the sake of the initial inspection.

HP must inspect all units at least annually throughout the participants' residence to ensure that the units continue to meet HQS. Annual unit inspections shall occur within 365 days of the last full inspection.

At all initial and annual inspections, a thorough record will be made of all fail items, and all "Pass with Comment" items. Any item that requires a response of "No" is a fail item. "Pass with Comment" items are deficiencies which do not fail HQS but could potentially become fail items within 12 months.

Complaint Inspections Requested by the Landlord or Participant

If a participant reports an issue with their housing regarding HQS that can be easily communicated to the landlord and quickly repaired, they are first asked to request that the landlord remedy the problem. If the participant prefers, HP staff may request the remedy on their behalf. HP staff should follow-up with the participant to verify if repairs have been made within 1-7 calendar days, depending on the severity of the complaint issue(s). If the landlord fails to remedy the issue, a Complaint Inspection will be scheduled as quickly as possible, within 1-14 calendar days considering the severity of the issue(s), with more severe issues requiring earlier intervention.

A Complaint Inspection shall also be performed upon the landlord's request if the participant appears to be causing damages and/or fail items in the unit. Any items which can be identified as damages shall be settled between the landlord and participant through a mutually agreed upon method. HP staff will be notified and work with the participant to prevent further damage.

HP may also conduct an investigative inspection based on complaints from neighbors, public officials, case managers, or others, provided such complaints include credible allegations that an HQS violation may exist.

When conducting a Complaint Inspection, HP will inspect only the items which were reported, but if the inspector inadvertently noticed additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs within a reasonable time. The inspector will clearly indicate on the form that the inspection is a complaint inspection, so that it is not mistaken for an incomplete annual inspection.

Quality Control Inspections

Quality Control inspections may be performed by the supervisor of the inspectors or their designee to ensure that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

Move Out/Vacate Inspections

This inspection type is performed when it is necessary to verify that a participant has vacated a unit. HP inspects for evidence as to whether or not the participant is still living in the unit. HP may also complete this type of inspection to witness damages to the unit for which the landlord is withholding the deposit.

Actions to Follow Failed/Inconclusive Inspections

Time Standards for Repairs

Upon completion of an inspection where fail items were discovered, HP will notify the landlord and participant in writing of needed repairs and a deadline by which repairs must be made. Emergency items which endanger the participant's health or safety must be corrected by the landlord or participant (whoever is responsible) within 24 hours of notification. (See "Emergency Repair Items") For non-emergency items, repairs must be made within 30 days of the failed inspection.

Internal Controls must be used to assure that rental payments are not issued to a landlord for any unit not in compliance with HQS more than 30 days after the failed inspection.

Re-inspection

HP must verify that repairs have been made. On-site re-inspection shall typically be performed to verify the completion of repairs needed for a unit to meet HQS. Instances where onsite re-inspections are not necessary, but where a statement documented by the landlord and participant or program staff and participant is needed certifying the repairs, are:

1. If three or fewer minor repairs, (e.g. slowly dripping faucet that is not creating water damage) have been completed
2. If the repairs can be verified by a completed work order, subject to the scrutiny of HP staff.

Re-inspections should be scheduled for soon after the deadline for the repair and no later than 30 days after the failed inspection. Re-inspection of severe issues should occur sooner. HP will notify the participant and landlord of the appointment date and time for re-inspection of failed items. If neither the landlord nor the participant is present for the re-inspection appointment, a notification of the missed inspection will be left at the unit and HP should immediately contact landlord and participant to re-schedule. HP must continue to schedule inspections until it has been verified that repairs have been made and that the unit meets HQS, and HP will retain documentation of efforts to verify repairs in the participant file.

If HP has not verified that the unit has been brought into compliance with HQS within 30 days of the initial failed inspection, HP must ensure that no further payments are made to the unit until the unit meets standards.

Determination of Responsibility

Certain HQS deficiencies are considered the responsibility of the participant:

1. Participant-paid utilities not in service
2. Failure to provide or maintain participant-supplied appliances
3. Damage to the unit or premises caused by a household member or guest that exceeds normal wear and tear. "Normal wear and tear" is defined as items that cannot be charged against the participant's security deposit under state law or court practice.

4. Dead battery or no battery in smoke detector at time of reinspection.

The landlord is responsible for all other HQS violations.

Consequences if HQS Corrections Cannot Be Verified

If a unit fails re-inspection, or HP is unable to confirm within 30 days of the deadline for repairs that fail items have been corrected, HP will begin working with the participant to identify other acceptable housing and must not make any further rental assistance payments on the unit during the period between the end of the 30-day repair period and the date when the unit is verified to meet HQS again. In some cases, it may be appropriate to deposit rental payments into escrow with the clerk of the municipality or county with jurisdiction of the rental unit address. If the rental unit is in the State of Ohio, HP and participant should refer to Section 5321.07 of the Ohio Revised Code for additional information. If the rental unit is in the State of Kentucky, HP and participant should refer to Ky. Rev. Stat. Ann. § 383.645 for information on escrow and Ky. Rev. Stat. Ann. §§ 383.635, 383.640 for information on “Repair and Deduct” laws. If HP “holds” rent or deposits rental payments into escrow because of HQS failures not corrected within 30 days of the initial failed inspection, these payments must be made with non-CoC Program/non-Match funds. CoC Program funds may not be paid into escrow in these circumstances, as it is not allowable to use CoC Program funds to pay back rent on the unit for the period between the end of the 30-day repair period and the date when the unit is verified to meet HQS again. HPs should inform landlords of their responsibility to pass an initial HQS inspection and to maintain units in compliance with HQS prior to the execution of the lease.

Consequences if a Participant is Responsible

If non-emergency violations of HQS are determined to be the responsibility of the participant, HP will normally require the participant make any repair(s) or corrections within 30 calendar days. Utility shut offs must be corrected within 24 hours. HP staff will adjust supportive services to work with the participant to prevent further damages.

Acceptability Criteria

HP adheres to the acceptability criteria in the regulations at 24CFR 982.401 and included below.

1. *Sanitary facilities*
 - a. *Performance requirements.* The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
 - b. *Acceptability criteria.*
 - i. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
 - ii. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - iii. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - c. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).
2. *Food preparation and refuse disposal*
 - a. *Performance requirement.*
 - i. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - ii. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
 - b. *Acceptability criteria.*
 - i. The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for

a participant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the participant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized participants in the building or premises.

- ii. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- iii. The dwelling unit must have space for the storage, preparation, and serving of food.
- iv. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

3. *Space and security*

a. *Performance requirement.* The dwelling unit must provide adequate space and security for the family.

b. *Acceptability criteria.*

- i. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- ii. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.⁴
- iii. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- iv. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

4. *Thermal environment*

a. *Performance requirement.* The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

b. *Acceptability criteria.*

- i. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- ii. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

5. *Illumination and electricity*

a. *Performance requirement.* Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

b. *Acceptability criteria.*

- i. There must be at least one window in the living room and in each sleeping room.
- ii. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- iii. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

6. *Structure and materials*

a. *Performance requirement.* The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

b. *Acceptability criteria.*

- i. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

⁴ See attached Unit Size Guidance

- ii. The roof must be structurally sound and weathertight.
 - iii. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
 - iv. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
 - v. Elevators must be working and safe.
7. *Interior air quality*
- a. *Performance requirement.* The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
 - b. *Acceptability criteria.*
 - i. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
 - ii. There must be adequate air circulation in the dwelling unit.
 - iii. Bathroom areas must have one openable window or other adequate exhaust ventilation.
 - iv. Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.
8. *Water supply*
- a. *Performance requirement.* The water supply must be free from contamination.
 - b. *Acceptability criteria.* The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.
9. *Lead-based paint performance requirement.* The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.⁵
10. *Access*
- a. *Performance requirement.* The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).
11. *Site and Neighborhood*
- a. *Performance requirement.* The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.
 - b. *Acceptability criteria.* The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.
12. *Sanitary condition*
- a. *Performance requirement.* The dwelling unit and its equipment must be in sanitary condition.
 - b. *Acceptability criteria.* The dwelling unit and its equipment must be free of vermin and rodent infestation.
13. *Smoke detectors*
- a. *Performance requirement.* Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards)⁶. If the dwelling unit is occupied by any hearing-impaired

⁵ HP will complete the lead-based paint visual assessment in the inspection form for all units (other than zero bedroom units) that were built after 1978, regardless of household composition.

⁶ NFPA 74 has been incorporated into NFPA 72.

person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).⁷

Emergency Repair Items

Emergency Repair Items are HQS deficiencies that present an immediate risk to inhabitants' health or safety. Items of an emergency nature that must be corrected by the landlord or participant (whoever is responsible) within 24 hours of notice by the HP include (but are not limited to):

1. Sewage backup.
2. Utilities are not on (i.e. electric, gas, and/or water).
3. Smoke detector missing, damaged, or missing battery.
4. Electrical outlets and light switch covers that are missing.
5. GFCI outlets that do not function properly (open grounds on GFCI are acceptable).
6. Circuit breaker boxes with open slot or open knock-out hole.
7. Junction boxes missing cover or open knock-outs.
8. Gas stoves that do not light from the pilot.
9. Improper flue connection for furnace or water heater.
10. No heat when outside temperature is below 40°.
11. Flooding
12. Inability to secure unit (missing windows, broken entry door, etc.)

The HP will issue a written notification that identifies all emergency fail items. The landlord or participant must make the repair and provide confirmation within 24 hours that the emergency items have been repaired. HP will document receipt of any verbal confirmation of repairs in the participant file. All emergency repairs will be verified by HP by completing a re-inspection. If the subsequent inspection indicates that the repairs were not completed, HP should begin working with the participant to identify other acceptable housing in the event that repairs are not made.

Lead Safe Housing and Lead Disclosure Requirements (LBP)

The following lead-based paint requirements apply to the CoC Program:

- Rehabilitation: 24 CFR part 35, subparts A, B, J, and R apply.
- Project-based or sponsor-based rental assistance: 24 CFR part 35, subparts A, B, H, and R apply.
- Acquisition, leasing, services, or operating costs: 24 CFR part 35, subparts A, B, K, and R apply
- Tenant-based rental assistance housing: 24 CFR part 35, subparts A, B, M, and R apply

Lead-based paint was not allowed to be used in housing in 1978 and after. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Participants must also receive a federally approved pamphlet on lead poisoning prevention. The lead-based paint regulations assign this responsibility of these requirements to the landlord. However, it is the responsibility of the HP to document compliance with these requirements. HPs should have the federally approved pamphlet available at lease signing to ensure the participant receives a copy.

The landlord (lessor or the form) and participant (lessee of the form) must complete the form "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and the HP must retain a copy signed by all parties for each housing unit occupied by a CoC program participant, regardless of household composition.

Visual assessments for applicable lead-based paint requirements must be conducted and recorded on the inspection form. Because household composition can change quickly, HPs must complete the visual assessment for all applicable housing units regardless of the household composition and document results on the HUD 52580-

⁷ The Cincinnati City Council passed an ordinance on February 21, 2013 requiring all rental properties to have photoelectric smoke alarms installed outside the structure's sleeping quarters. When checking smoke detectors, inspectors should ensure that the smoke detector outside sleeping rooms is photoelectric.

A, or other STEH-approved inspection form. If housing was built in or after 1978, HPs may document compliance by either completing the visual assessment and recording the results on the inspection form or by marking N/A in the lead-based paint section of the form. In order to ensure that the visual assessment accurately assesses and documents the paint condition, all persons completing HQS inspections must complete the HUD Lead Based Paint Visual Assessment Training Course and retain the resulting certificate of completion as documentation of compliance with this requirement.

Types Of Housing Not Applicable to LBP Requirements

- Housing built after January 1, 1978, when lead paint was banned for residential use
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 is expected to reside there*
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks
- Property that has been found to be free of lead-based paint by a certified lead-based paint inspector*
- Property where all lead-based paint has been removed*
- Unoccupied housing that will remain vacant until it is demolished
- Non-residential property
- Any rehabilitation or housing improvement that does not disturb a painted surface*

*Documentation of assessment must still be recorded in CoC-funded units to ensure it is clear in each record that the housing unit is safe from lead exposure.

Attachments:

Unit Size Guidance

HUD 52580-A

Federally Approved Lead-based Paint Pamphlet

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Attachment: Unit Size Guidance

APPROPRIATE UNIT SIZE CHART

Unit Size	Tenants
0 Bedroom	1
1 Bedroom	1-2
2 Bedroom	2-4
3 Bedroom	3-6
4 Bedroom	4-8
5 Bedroom	5-10

Examples of possible composition are:

Zero Bedrooms

- 1 adult

One Bedroom

- 1 adult
- 1 adult (pregnant)
- 2 adults (spouse or cohabitants)

Two Bedrooms

- 1 adult, 1 child
- 1 adult (pregnant)
- 1 adult, 2 children (same sex)
- 1 adult, 2 children (opposite sex, both 5 years or younger)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same sex) - 2 adults, 2 children (opposite sex, both 5 years or younger)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

Three Bedrooms:

- 1 adult, 2 children (opposite sex) - 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same sex), 1 child (either sex)
- 2 adults (not spouses or cohabitants), 2 children (same sex)
- 2 adults (not spouses or cohabitants), 2 children (opposite sex, both 5 years or younger)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)
- 2 adults (spouses or cohabitants), 2 children (same sex), 1 child (either sex) - 2 adults (spouses or cohabitants), 2 children (same sex) 2 children (same sex)
- 2 adults (spouses or cohabitants), 4 children (all same sex)
- 2 adults (spouses or cohabitants), 4 children (opposite sex, all 5 years or younger)

Four Bedrooms:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (opposite sex)
- 1 adult, 2 children (same sex), 2 children (opposite sex) –
- 3 adults (not spouses or cohabitants), 2 children (same sex)
- 1 adult, 2 children (same sex), 2 children (same sex), 1 child (either sex)

- 2 adults (spouses or cohabitants), 2 children (same sex), 2 children (opposite sex, 5 years or younger)
- 2 adults (spouses or cohabitants), 2 children (same sex), 2 children (same sex), 1 child (either sex)
- 2 adults (spouses or cohabitants), 2 children (same sex), 2 children (same sex), 1 adult
- 2 adults (spouses or cohabitants), 2 children (same sex), 2 children (same sex), 2 children (same sex)
- 2 adults (spouses or cohabitants), 2 children (opposite sex, 5 years or younger), 2 children (opposite sex, 5 years or younger), 2 children (opposite sex, 5 years or younger)
- 2 adults (spouses or cohabitants), 6 children (opposite sex, all 5 years or younger)

A family may select a smaller unit if the dwelling unit contains at least one sleeping room of appropriate size for each two persons (children of the opposite sex under the age of 6 may share a sleeping room). A living room or dining room that meets the criteria for room code 1 on the HUD 52580-A can be used as a sleeping room if the family chooses, but the housing provider should not require this arrangement. Kitchens and bathrooms may never be used as a sleeping room.

A participant may not select a larger unit unless for good reason and the unit meets both Rent Reasonableness and FMR for size that was determined to be appropriate.

Shared Housing Rental Calculation Policy_E0125

POLICY TITLE: Shared Housing Rental Calculation Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

APPROVING GROUPS: Shared Housing Subcommittee, PSH Workgroup, RRH/TH Workgroup, Homeless Clearinghouse

EFFECTIVE DATE: January 1, 2025

POLICY: Shared housing is an arrangement in which two or more unrelated people live in a housing unit, sharing costs associated with maintaining housing, such as rent and utilities. Shared housing within the CoC program is permanent housing in which both/all unrelated parties have separate leases and full occupancy rights.

Rapid Re-Housing and Permanent Supportive Housing project participants occupying shared housing will pay a monthly rental fee based on their income using the Resident Rent Calculation Worksheet, HUD guidelines, and in accordance with local respective Rental Determination Policy. Rental Determination documentation must be maintained in the respective participant file if both tenants are participants of a CoC project.

PROCEDURE:

The CoC interim rule allows for shared housing/roommate situations in permanent housing including Rapid Re-Housing and Permanent Supportive Housing. CoC projects should follow the respective Rental Determination Policy as well as HUD regulations when issuing move-in costs, rental assistance, and other eligible expenses. However, if a project will house people in shared housing/roommate situations, there are certain additional federal and local requirements that must be met.

1. As with all tenant-based rental assistance, it is up to the program participant to select a housing unit in which to live and the people with whom they will share that housing (if any).
2. All housing for which rental assistance payments are made must meet rent reasonableness standards. Rent reasonableness must be determined by considering the reasonableness of the gross rent in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.
3. Subleasing is not allowable; program participants must have a lease with the property owner/manager.
4. Households may rent from family members only with STEH written approval. Proof of ownership of the property must be provided to STEH to obtain approval. Approval is made on a case-by-case basis.
5. Rental assistance payments can only be made to property owners/managers (including friends or family members) with current W-9s on file at the agency.
6. To be considered a separate household, each household being assisted with CoC Program tenant-based rental assistance must have its own separate lease with the property owner.
7. All housing assisted with rental assistance funds under the CoC Program must meet minimum Housing Quality Standards (HQS) as set forth in section 578.75(b) of the CoC

Program interim rule. Inspections must be completed prior to the participant moving in, and then at least every 365 days.

Determining and Documenting Rent Reasonableness

Gross rent for all housing for which rental assistance payments are made must meet rent reasonableness. Gross rent is the sum of the monthly rent due to the property owner/manager, fees (excluding pet fees and late fees), and an allowance for any tenant-paid utilities per the lease. Agencies must use the Allowances for Tenant Furnished Utilities and Other Services published by the local Public Housing Authority to determine the amount of utility allowance. Rent reasonableness should be determined by considering the reasonableness of the gross rent in relation to rents being charged for comparable unassisted units, taking into account the location, quality, size, type, and age of the unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner. Rent Reasonableness documentation should be obtained by completing a report in Rentellect, where available.

The calculation of how to determine the maximum allowable rent must follow the following process:

1. Identify the asking rent for household's living quarters. E.g., \$700
2. Divide the number of bedrooms in the entire unit by number of bedrooms in the household's living quarters. E.g., 2 bedrooms in 5-bedroom house = 2.5
3. Multiply the asking rent for the household's living quarters by the number resulting from the calculation in step 2. E.g., $2.5 \times \$700 = \$1,750$
4. Complete a Rentellect report:
 - a. Enter the attributes of the entire unit.
 - b. Enter the amount resulting from the calculation in step 3 as the approved rent.
 - c. Identify the utilities paid by the participant as tenant-paid (do not include utilities paid by other inhabitants).

Determining Utility Allowances for Rent Calculations

The utility allowance for a participant living in shared housing is the pro-rata share of the utility allowance for the shared housing unit. The pro-rata share is calculated by dividing the number of bedrooms rented by the assisted household by the total number of bedrooms in the unit. To calculate utility allowance for rent calculation, follow the process below:

- a. Identify the PHA allowance for tenant-furnished utilities for the entire unit and divide it by the number of bedrooms.
- b. Multiply the quotient by the number of bedrooms rented to the household to calculate the pro-rata utility allowance.

Turnover in Shared Housing

It is the property owner/manager's responsibility to fill vacancies if a tenant in a shared housing arrangement unexpectedly vacates the unit. However, the housing program should make every effort to identify an appropriate tenant. CoC funds may only pay up to 30 days from the end of the month in which the unit was vacated, and only if another eligible person does not occupy the unit during the vacancy period.

RentConnect Property Owner Incentives Policy_E0125

POLICY TITLE: RentConnect Property Owner Incentives Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County

Continuum of Care Board

APPROVING GROUPS: Shared Housing Subcommittee, PSH Workgroup, RRH/TH Workgroup, Homeless Clearinghouse

EFFECTIVE DATE: January 1, 2025

POLICY

RentConnect is STEH's property owner/manager recruitment and retention program which connects property owners/managers to households exiting homelessness who are participating in rental assistance programs. Padmission is the marketing platform used in RentConnect where property owners/managers list their available rental units.

The Property Owner Risk Mitigation Fund (RMF) is designed to maintain and repair relationships with property owners by providing financial assistance for damages, cleaning and pest infestation issues. RMF should only be requested if all other eligible resources have been exhausted. This fund is available to participants actively enrolled in Homeless Prevention, Rapid Re-Housing, or Permanent Supportive Housing programs and occupying a unit that was listed in Padmission by the property owner/manager prior to the lease signing. The Property Owner First Time Lease Bonus was implemented to recruit new property owners/managers to market their units in Padmission and work with Homeless Prevention, Rapid Re-Housing, and Permanent Supportive Housing Programs.

Funding for this purpose is limited and not guaranteed. This policy will be in effect as long as funding is available.

PROCEDURE

Risk Mitigation Funds

Risk Mitigation funds may be used to compensate property owners/manager for tenant caused damages, cleaning and pest infestation extermination. The current lifetime maximum amount that can be requested through this process is \$1,500 per household. Households may make multiple requests up to the maximum total. Risk Mitigation Funds are only available if the unit was listed in Padmission by the property owner/manager prior to lease signing. If the household moves onto a Housing Choice Voucher from the initial housing program, the household is eligible for Risk Mitigation Funds for up to one year from the date the Housing Choice Voucher begins.

Referral Process

The Housing Provider or property owner/manager must complete and submit the Property Owner Risk Mitigation Fund Referral Form along with all required supporting documentation via email to the RentConnect Specialist, within 90 days of incident for which request is being made. Additional required documentation includes:

- I. Copy of the Lease
- II. Property Owner's W-9 Form
- III. Release of Claims signed by the property owner/manager
- IV. Itemized list of damages and applied credits

- V. For cleaning and pest infestation, ensure an itemized list of charges from the property owner/manager or cleaning company/exterminator.

RentConnect team will then review the documentation submitted and verify the unit's listing in Padmission. The RentConnect team will determine the eligibility of the request and notify the submitting Housing Provider or property owner/manager of approval or denial via email. If approved, the RentConnect team will submit to STEH Finance for payment. STEH Finance will process the check within 14 days of request being submitted.

First Lease Sign-On Bonus

Property owners/managers are eligible for a \$100 incentive for leasing a unit in Padmission to Homeless Prevention, Rapid Re-Housing, and/or Permanent Supportive Housing participants for the first lease up following their initial listing. The unit leased up must be listed in Padmission prior to the lease signing to be eligible. This bonus is available one time per property owner/manager.

The RentConnect team pulls reports at least monthly to see if there are new lease-ups through Padmission. The RentConnect team checks Padmission to confirm the unit was listed by the property owner/manager. An email is sent to the property owner/manager informing them of their eligibility for the bonus and instructions to obtain this incentive. The email includes requests for the following required documents:

- I. Property Owner 1st Lease Bonus Request Form
- II. W-9 Form

Once the RentConnect team receives all required documentation from the property owner/manager, they will submit a request for payment to the STEH Finance Department. STEH Finance will process the check within 14 days of the request being submitted. The property owner/manager must return required documentation within 90 days of the initial email notification, to receive the bonus.

Attachments:

1. Property Owner 1st Lease Bonus Request Form 2. Property Owner Risk Mitigation Fund Referral 3. Release of Claims Form

Property Owner 1st Lease Bonus Request Form

Property Owners are eligible for a \$200 bonus the first time a unit they list in Padmission is leased up to a supportive housing program participant. Property Owners are eligible for this bonus one time only.

To receive the bonus, please complete this form, and email, along with a W-9, to:
kscott@end-homelessness.org.

Full Address of Unit:		Date:	
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REQUEST DETAILS

Property Owner/Manager Name:			
Is the following required documentation included in your request? <i>(All must be included)</i>	<input type="checkbox"/> Completed Request Form <input type="checkbox"/> W-9		
Make Check Payable to: <i>(Name must match W-9)</i>			
Mail Check to: <i>(address)</i>			

Property Owner Risk Mitigation Fund Referral Form

The Property Owner Risk Mitigation Fund is a limited resource available to participants enrolled in Homeless Prevention, Rapid Re-Housing or Permanent Supportive Housing programs. It is intended to be a last resort fund available to maintain or repair relationships with property owner partners. Approvals will be made on a case-by-case basis. Email completed form, along with required documents to kscott@end-homelessness.org.

PLEASE NOTE: These mitigation funds are only available to Property Owners if the unit subject to the referral was listed in Padmission by the Property Owner.

The max amount that can be requested through this process is \$1,639 per household.

Eligible requests include:

- Damages in excess of the security deposit
- Cleaning and pest infestation

CLIENT DETAILS

Client Public ID:		Date:	
Client Address:			
Referring Agency:		Case Manager:	
Housing Program client is enrolled in:		Rent Amount:	

REQUEST DETAILS

Amount being requested:	\$	Was the unit for which this request is being made listed in Padmission? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What is the type of request being made? <i>(May select more than one)</i>		<input type="checkbox"/> Damages <input type="checkbox"/> Cleaning/Pest	
Is the following required documentation included in your request? <i>(All must be included)</i>		<input type="checkbox"/> Invoice for Payment <input type="checkbox"/> Copy of Lease <input type="checkbox"/> Itemized damage report showing sec. dep applied <input type="checkbox"/> Property Owner's W-9 <input type="checkbox"/> Release of Claims (Signed by Property Owner)	
Property Owner Name:		How many units does the property owner operate?	Is client currently occupying the unit? <input type="checkbox"/> Yes <input type="checkbox"/> No
Make Check Payable to: <i>(Name must match W-9 and Payee identified on Lease)</i>		Mail payment to (address):	

Please explain the situation in detail. Be sure to talk about how this fund will assist the client in maintaining or gaining housing, and/or how it will help maintain a relationship with a Property Owner.

RELEASE OF CLAIMS by PROPERTY OWNER/MANAGER

Property Address _____ Property Owner/Manager _____

1. *Context.* The Property Owner/Manager named below has alleged expenses related to the above-listed property and provided documentation regarding these allegations. Strategies to End Homelessness (STEH) will review said documentation and allegations, and pending a determination by STEH that the alleged expenses are eligible for offsetting reimbursement, STEH may issue a check to Property Owner/Manager.

2. *In the event STEH determines the expenses eligible:* STEH will issue a check listing a sum certain and referencing the above-listed property address to be made payable by STEH directly to Property Owner/Manager on behalf of the Tenant of the above-listed property.

3. *Intent.* Such check is meant to offset any expenses Property Owner/Manager has incurred or will incur as a result of damages or unexpected losses which have occurred at the above-listed property. The Property Owner/Manager understands and agrees that Property Owner/Manager will not institute any legal action against either STEH or the Tenant(s) of the above-listed property address regarding rent, damages, amounts of unexpected losses or any other claimed loss which result from expenses, damages or conditions in existence as of, or up to, the date of signature below, as relating to Tenant's lease of the property from Property Owner/Manager.

4. *Sum.* The sum to be paid to Property Owner/Manager will be dependent on eligibility of specific expenses, the amount of which will be determined by STEH. To the extent approved, the amount of the sum will be reflected on the check issued by STEH to the Property Owner/Manager.

5. ***Execution.*** The Property Owner/Manager understands and agrees that the terms of this Agreement will be considered complete upon its negotiation/cashing/deposit of any such check made payable to Property Owner/Manager by STEH on behalf of Tenant. No signature or further action by Tenant will be required for this release to be considered fully executed.

6. *Unknown Claims.* This release includes any claims for eligible expenses that the Property Owner/Manager knows exist up to the time of completion of this agreement, as well as those expenses/damages/conditions that may be discovered upon inspection or implementation of repairs/treatments undertaken after completion of the agreement, to the extent such expenses/damages/conditions existed prior to completion of the agreement. Property Owner/Manager acknowledges that the burden of discovering the extent and/or severity of such expenses/damages/conditions is on the Property Owner/Manager and that part of the consideration for this Agreement is given in exchange for the release of such claims.

7. *No Admissions.* By entering into this Agreement, neither STEH, the Property Owner/Manager, nor the Tenant is admitting any wrongdoing or any violation of law, right, or contract.

8. *Non-Disparagement.* Property Owner/Manager agrees not to report the expenses/damage on Tenant's credit report and agrees not to disparage Tenant to any third party in any way.

9. *Confidentiality.* Property Owner/Manager agrees not to discuss the payment terms of this release with any third parties.

10. *Survival.* If any part of this Agreement is invalidated by any legal authority, such provision will be construed to effect the parties' intent, and the remaining portions of the agreement will remain in force.

11. *Governing Law / Arbitration.* Ohio law governs this Agreement.

12. *Entire Agreement.* The terms listed here constitute the entire agreement related to the matters addressed. The parties may alter or amend this Agreement only through a document signed by both STEH and the Property Owner/Manager.

Signature of Property Owner/Manager _____ Date _____

Increasing Mobility Options for Homeless Individuals and Families with Tenant-Based Rental Assistance _E0717

POLICY TITLE: Increasing Mobility Options for Homeless Individuals and Families with Tenant-Based Rental Assistance

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 7/17/2017

In accordance with 24 CFR 578.51(c)(4), program participants receiving tenant-based rental assistance (TBRA) through the Continuum of Care (CoC) Program are allowed to choose housing outside of our CoC's geographic area (Cincinnati/Hamilton County) if certain conditions are or can be met.

CoC Program Requirements for Requests for Moving Outside Cincinnati/Hamilton County

The subrecipient may not decline a request to choose housing outside Cincinnati/Hamilton County unless certain restrictions apply. The subrecipient must decline a program participant's request to choose housing outside of the CoC's geographic area if:

- The subrecipient cannot reasonably meet all of the CoC Program Requirements including but not limited to:
 - Ensuring the housing meets Housing Quality Standards (HQS);
 - Calculating the program participant's income for determining rent contributions;
 - Conducting an annual assessment of the program participant's needs;
 - Making appropriate supportive services available for the duration the program participant receives assistance (PSH and RRH);
 - Providing monthly case management in Rapid Rehousing (RRH) projects; and
 - Determining rent reasonableness of the housing chosen;
 - Ensuring children are enrolled in school and connected to appropriate services in the community;
- Cincinnati/Hamilton County has met the maximum percentage of units assisted outside the area allowed by HUD (50%); and/or
- The program participant has not complied with program requirements while receiving assistance.

Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

When all program requirements can be met, it is considered best practice to meet them; however, per 24 CFR 578.51(c)(3), all subrecipients are exempt from compliance with all nonstatutory regulations when a program participant moves to flee domestic violence, dating violence, sexual assault, or stalking. Program participants who are fleeing domestic violence must have complied with all program requirements during their residence in order to be exempt from regulatory requirements.

Statutory requirements that a subrecipient must continue to meet if a participant moves outside of the CoC's geographical area to flee domestic violence, dating violence, sexual assault, or stalking include, but are not limited to:

- Ensuring the housing meets Housing Quality Standards (HQS);
- Making appropriate supportive services available for the duration the program participant receives assistance (PSH and RRH);
- Ensuring children are enrolled in school and connected to appropriate services in the community

Mandated Reporting as a Child Abuse and Neglect Prevention Response Policy _E1223

POLICY TITLE: Mandated Reporting as a Child Abuse and Neglect Response

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: December 15, 2023

POLICY: Child Abuse and Neglect Response

Cincinnati/Hamilton County Continuum of Care (CoC) funded projects that routinely work with households including minor children will implement a transparent and trauma-informed* child abuse and neglect response in furtherance of mandated reporter responsibilities under the law. This policy provides guidance on statutorily required mandated reporter responsibilities per **The Ohio Revised Code section 2151.421** for staff of agencies receiving CoC funding.

A mandated reporter is a **person who is required by law to report suspicion of child abuse or neglect to the proper designated authorities.**

The definition of child abuse, neglect, and dependency refers to any individual in a caretaker role of a child.

Child Abuse

- Exhibits evidence of any physical or mental injury or death, inflicted other than by accidental means, or an injury or death which is at variance with the history given of it.
- Creating a substantial risk to the health or safety of a child(ren) by one's own actions or inaction.
- Excessive physical discipline including discipline that is inappropriate to the age and/or development of the child; for example, caretaker loses control during discipline causing substantial risk of serious physical harm.
- Domestic violence/intimate partner violence in the presence of the child and/or in their home
- Child under the age of 18 engaged in any sexual activity with a family member regardless of force or coercion.
- Sexual activity with minors under 13 years old is unlawful and must be reported.
- Children 13-15 years of age cannot consent to sexual activity with any person(s) more than four years their senior. This includes but is not limited to rape, sexual conduct, sexual battery, unlawful sexual conduct with a minor, gross sexual imposition, sexual imposition, or sexual contact.

Child Neglect

- Failure of the juveniles' parent or guardian to provide proper care, supervision, or discipline that results in serious risk to the physical, mental health, or development of a child.
- Unable or unwilling to provide proper or necessary education, medical care/treatment, or other care necessary for the child's health causing serious risk to the child.

Child Dependency

- Child who is without adequate care from caretaker, through no fault of the child's caretaker. Examples include: a family experiencing unsheltered homelessness and caretaker is not seeking shelter assistance or the death of the caretaker.
- Child who is without parental care because of the mental or physical condition of the caretaker
 - The parent or guardian's inability may be due to physical or mental illness, substance abuse, developmental disability, arrest, or natural disaster and may be temporary or permanent.
 - The parent or guardian's inability may be due to the child's extraordinary needs such as severe illness or disability.

Mandated reporters must adhere to the guidelines outlined in the procedures below. Even in the case of a report being made, agencies will incorporate a trauma informed* response in the ongoing work with each family; believing in the clients' ability to move forward successfully as a family.

*Trauma-Informed Care (TIC) is an approach in the human service field that assumes that an individual is more likely than not to have a history of trauma. Trauma-Informed Care recognizes the presence of trauma symptoms and acknowledges the role trauma may play in an individual's life- including service staff.

PROCEDURES:

The following are two sets of procedures. The first applies to all agencies routinely serving families with minor children. The second procedure is to be followed when child abuse, neglect, and/or dependency is suspected, and Children's Services must be called.

1. Education of the Policy

For staff:

- a) All new employees of CoC-funded programs serving families with minor children in roles such as case managers, frontline client serving workers and their supervisors must complete relevant New Hire training within one year of hire. Agencies are responsible for ensuring this training occurs. As a best practice, agencies serving families with minor children are encouraged to offer this training to all agency staff.
- b) New Hire Mandated Reporter training course content must include these components:
 - (i) Ohio law and rules pertaining to child abuse and neglect, including definitions, reporting and confidentiality requirements and the requirement to report abuse or neglect by staff members if observed or suspected.
 - (ii) Physical and behavioral indicators of child abuse and neglect.
 - (iii) Details on reporting, including penalty, immunity and how and to whom to report.
 - (iv) The investigatory role of the children's protective services agency.
 - (v) The sharing of information and the role of law enforcement, licensing, and the courts in reports of child abuse and neglect.
 - (vi) Helping families who have occurrences of abuse or neglect.
 - (viii) Prevention of child abuse and neglect in the center, including: staff supervision and training, policies and procedures and appropriate discipline.
- c) Keeping Children Safe: Child Abuse and Neglect Curriculum for Early Childcare Providers is a training that meets the above curriculum. Several agencies and consultants provide this training, including:

1. HCJFS: Children's Services Division 513-946-0202
2. Family Nurturing Center, Cincinnati, OH 45237 513-381-1555
3. Child Focus Training Center, Cincinnati, OH 45244 513-685-5075
4. Kerry Kane Miller, OH 513-232-2244

- d) Agencies must track training participation by staff. This will become a component of the required documents for annual CoC monitoring. A tracking report or spreadsheet that shows each new hire's name who are required to complete the training, date of hire, or start date, the date of the New Hire Mandated Reporter Training, and the name of the training will be requested by STEH during the monitoring process.

For Clients:

- a) The Case Management and intake staff of applicable agencies will be trained to present this protocol to all households with minor children participating in CoC projects.
- b) Applicable staff of agencies operating CoC projects must explain mandated reporting responsibilities and procedures with clients with a minor child at intake using the Attachment A: ***Child Abuse and Neglect Prevention Response Protocol***. If no minor children are in the household at intake but become part of the household at a later time, applicable staff must complete the same process within one month of minor children joining the household.
- c) Agency staff will have the Head of Household sign the protocol and keep the protocol in the client file. This signed form will be required for submission for annual CoC monitoring.
- d) The Head of Household will receive a copy of the signed protocol form.

2. When an incident is suspected:

If agency staff suspects that child abuse, neglect, and/or dependency exists, staff should speak to a supervisor to seek guidance in moving forward. If it is determined that Child Protective services should be contacted, staff will adhere to the following procedure:

- a) Staff will speak with the client in advance of a call to Children's Services if will not compromise the safety of the child(ren).
- b) When possible, staff will make an offer to the client to call Children's Services with the staff person to make a report together.
- c) If the client does not want to participate in the call, the client will be made aware that a call has been made, unless notifying client will compromise the safety of the child(ren).
- d) Staff will follow up with the client to make a plan to move forward.
- e) The report to Children's Services and subsequent action plan will be documented in the client record.

Reference:

Child Abuse and Neglect Response Protocol: Center for the study of social policy. (2016). A practice framework for delivering services to families in supportive housing. Washington, DC

Attachment A

Child Abuse and Neglect Prevention Response Protocol with Families

We recognize that sometimes parents or caregivers are perceived as being abusive or neglectful of their children when instead they are simply not able to access the resources they need or are facing barriers in caring for their children (examples include depression and domestic violence.)

It is our goal to resolve these issues with you in ways that can prevent the need for making a child abuse and neglect report. In these cases:

1. Staff that work closely with you (most likely the case manager) will meet with you (client/parent) to discuss the issues, explain why they are raising concerns and develop a plan for ensuring that the children's needs are being met.
2. Staff will connect you and your family to external resources that will help you address your needs.
3. If you (client/parent) seem to be unable or unwilling to ensure that issues will be addressed, and children will be appropriately cared for, you will be informed (when possible) that a child abuse or neglect report may need to be made.

If agency staff needs to make a report to Children's Services, we will adhere to the following procedure:

1. Staff will share concerns of possible abuse or neglect with their supervisor and seek support and guidance in moving forward.
2. Staff will speak with you (client/parent) in advance of a call to Children's Services if it will not compromise the safety of the child(ren).
3. When possible, staff will make an offer to you (client/parent) to call Children's Services with the staff person to make a report together.
4. If you (client/parent) do not want to participate in the call, you will be made aware that a call has been made, unless notifying you will compromise the safety of the child(ren).
5. Staff will follow up with you (client/parent) to make a plan to move forward.

In the event that there is concern of immediate harm to your child or children, staff may have to call Children's Services before speaking with you.

I, _____ have received a copy of the agency's protocol and have discussed this with my case manager.

Client Signature

Date

I _____ have discussed the agency protocol with my client and will abide by the protocol.

Case Manager Signature

Date

REMEMBER: It is the goal of our staff to support you as you move forward with your family. We recognize that families can always grow, increase skills and strengths, and make change if they desire. If you want to be connected to any resources to help you with this, our staff can help. If you are uncertain about how we can work together, just ask!

Housing Providers with ESG and CoC Program Funds
Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence,
Sexual Assault, or Stalking

Introduction

The Violence Against Women Act¹ (“VAWA”) is a federal law that protects individuals who are survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking, regardless of sex, sexual orientation, or gender identity. VAWA includes protections for survivors who are applying for or residing in covered housing programs. On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization Act of 2022 (“VAWA 2022”). VAWA 2022 reauthorized, amended, and strengthened VAWA.

Definitions

VAWA 2022 revised the definition of “domestic violence” to the following²:

“DOMESTIC VIOLENCE. –The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

(A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

(B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

(C) shares a child in common with the victim; or

(D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.”

“ECONOMIC ABUSE.—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—(A) restrict a person’s access to money, assets, credit, or financial information; (B) unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or (C) exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.”

“TECHNOLOGICAL ABUSE.—The term ‘technological abuse’ means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or

monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.”

STALKING: engaging in a course of conduct directed at a specific person that would cause a reasonable person to— (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

SEXUAL ASSAULT: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Policy

All Emergency Solutions Grant (ESG) and Continuum of Care (CoC) Program housing providers (HP) are concerned about the safety of their tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking (collectively “domestic violence”).

In accordance with the Violence Against Women Act (VAWA) and VAWA 2022, HPs allow tenants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking per the definition above to request an emergency transfer from the tenant’s current unit to another unit. For purposes of this policy, an **internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. An **external emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit. **Safe unit** refers to a unit that the victim of domestic violence believes is safe.

The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.³ The ability of an HP to honor such requests for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. Reauthorization of the Violence

² Violence Against Women Act in 2022 revises the definition of “domestic violence” to add the definitions of “economic abuse” and “technological abuse.” 34 U.S.C. 12291(a)(13); 34 U.S.C. 12291(a)(40).

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

This plan identifies:

1. VAWA documentation that all HPs are required to provide to tenants;
2. Required provisions that must be included in agreements between Property Owners/Property Managers (collectively PO's) and participants and/or HP, and between HP and participants;
3. Tenant eligibility for an emergency transfer;
4. Prohibition of denial, termination of assistance, or eviction on the basis of or directly resulting from a person's experience of domestic violence;
5. Documentation needed to request protection under VAWA;
6. Confidentiality protections;
7. How an emergency transfer may occur; and
8. Guidance to tenants on safety and security.

This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees Cincinnati/Hamilton County's ESG and CoC, programs comply with VAWA requirements.

Notification of Occupancy Rights under VAWA, and Certification Form.

HP must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:

1. A "Notice of Occupancy Rights under the Violence Against Women Act," as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this policy, including the right to confidentiality, and any limitations on those protections; and
2. A certification form, (HUD-5382), which may be completed by the victim to document an incident of domestic violence that:
 - (i) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, stalking or human trafficking;
 - (ii) States that the incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is the ground for protection under this subpart meets the applicable definition for such incident under 24 CFR § 5.2003; and
 - (iii) Includes the name of the individual who committed the domestic violence, if the name is known and safe to provide.

The notice and certification form must be provided to an applicant or tenant no later than at each of the following times:

1. At the time the applicant is denied assistance or admission under a covered housing program;
2. At the time the tenant is provided assistance or admission under the covered housing program
3. With any notification of eviction or notification of termination of assistance

The notice and certification form are available in multiple languages at

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a, and hard copies must be provided to participants in the appropriate language as needed.

Contract/Lease Provisions

A contracts or lease between HP and a landlord must be in place and must include

1. The requirement to comply with 24 CFR part 5, subpart L;
2. Provision of the Notice of Occupancy Rights and Certification Form described above with any notification of eviction;
3. The landlord's obligation to comply with the confidentiality requirements under 24 CFR 5.2007(c);
4. If the landlord will have a lease with a program participant, the obligation to include a lease provision that includes all requirements that apply to tenants, the landlord, or the lease under 24 CFR part 5 subpart L, as supplemented by 24 CFR 576 and 578 as applicable, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.20005(b) and (c). The lease may specify that the protections under 24 CFR part 5, subpart L, only apply while the program participant receives tenant-based rental assistance under the Continuum of Care Program or Emergency Solutions Grant Programs.

Any lease, sublease or occupancy agreement between HP and participant must include a provision stating all requirements that apply to tenants, the owner, or the lease under 24 CFR part 5, subpart L, as supplemented by 24 CFR 576 and 578 as applicable, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The lease, sublease, and occupancy agreement may specify that the protections under 24 CFR part 5, subpart L, apply only during the period of assistance under the Continuum of Care or Emergency Solutions Grant Program, as applicable. The period of assistance for housing where grant funds were used for

acquisition, construction, or rehabilitation is 15 years from the date of initial occupancy or date of initial service provision.

Site based projects must require that any lease, sublease, or occupancy agreement with a program participant permits the program participant to terminate the lease, sublease, or occupancy agreement without penalty if HP determines that the program participant qualifies for an emergency transfer under this plan.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence as provided in HUD's regulations at 24 CFR § 5, subpart L and as further defined in VAWA 2022, is eligible for an emergency transfer, if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90- calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Prohibited Basis for Denial, Termination of Assistance, or Eviction

An applicant for assistance or tenant assisted under a covered HP may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

A tenant in a HP may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence if:

1. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
2. The tenant or an affiliated individual of the tenant is the victim or threatened

victim of such domestic violence.

An incident of actual or threatened domestic violence shall not be construed as a serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

Prohibition on Retaliation

A HP may not retaliate against a tenant because the tenant has opposed an unlawful practice according to VAWA housing provisions, or because the tenant assisted in any related matter. A HP may not interfere with or retaliate against a tenant who assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

Right to Report Crime and Emergencies

VAWA protects the rights of the tenant to report crime and emergencies from one's home. Tenants, and guests of, and applicants for, housing have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. HPs may not penalize or threaten to penalize persons who request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies of municipal, county, or State government.

Emergency Transfer Request, and other VAWA Documentation

To request an emergency transfer, the tenant shall notify HP's office and submit a written request for a transfer to that office. HP will provide reasonable accommodations to this policy for individuals with disabilities. The Certification Form (HUD-5382) is not a request to transfer. HUD form 5383 may be used to complete the request but is not required. All requests must include either:

1. A statement expressing that the tenant is a victim of domestic violence is requesting a transfer, and reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program, OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

If a participant seeks the protections granted under VAWA (including, but not limited to an emergency transfer,) HP may, but is not required to, request in writing that the applicant or tenant submit documentation of the occurrence of domestic violence. If the HP requests such documentation, the tenant may submit any one of the following:

1. The HUD-approved certification form (HUD-5382) that was provided along with the Notice of Occupancy Rights Under VAWA
2. A document:
 - a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to, or the effects of abuse;
 - b. Signed by the applicant or tenant; and
 - c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence under §5.2003; or
3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
4. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

It is at the discretion of the tenant or applicant which one of the above forms of documentation to submit.

If HP requests documentation as described above, and the tenant does not provide it within 14 business days after the date that the tenant receives the written request for such documentation, nothing in §5.2005 or §5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the covered housing provider to:

1. Deny admission by the applicant or tenant to the covered housing program;
2. Deny assistance under the covered housing program to the applicant or tenant; 3. Terminate the participation of the tenant in the covered housing program; or
4. Evict the tenant, or a lawful occupant that commits a violation of a lease.

A covered housing provider may, at its discretion, extend the 14-business-day deadline.

If HP receives documentation containing conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered HP may require an applicant or tenant to submit third-party documentation within 30 calendar days of the date of the request for the third-party documentation.

While requesting documentation of the instance of violence is optional for internal and external transfers, HPs are required to retain the following documentation for each CoC program participant who moved to a different Continuum of Care due to imminent threat of domestic violence (ESG program providers must contact CE for moves outside of Cincinnati/Hamilton County):

1. Documentation of the original incidence of domestic violence, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.
2. Documentation of the reasonable belief of imminent threat of further domestic violence, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

HP and Coordinated Entry must keep a record of all external emergency

transfers requested under this emergency transfer plan, and the outcomes of the request, for a period in compliance with CoC and ESG program requirements.

Emergency transfer requests and outcomes of such requests must be reported to HUD, as required.

Confidentiality

HP and Coordinated Entry staff will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence.

Emergency Transfer Timing and Availability

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request, as unit availability is a factor. However, HP and/or Coordinated Entry staff will act as quickly as possible and appropriate to move a tenant who is a victim of domestic violence to another unit, subject to availability and safety of a unit. However, due to the dangerous situation the tenant is in when a transfer is requested, the HP and/or Coordinated Entry staff will confirm receipt of a tenant's transfer request within 1 business day in the same format as the request was made (email or written letter) unless the tenant believes that method of communication to be a risk to their safety, then the response will be provided as preferred by the tenant.

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request an alternative unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP and Coordinated Entry staff may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

Site-based housing projects must allow a tenant to make an internal transfer under

VAWA when a safe unit is immediately available within the same project. If a safe unit is not immediately available, HP must contact Coordinated Entry to arrange for an external transfer to a safe unit in a different housing project, whether it be with the same HP or a partner agency. Tenant-based housing projects also must allow a tenant to make an emergency transfer to a safe unit. If a safe unit is not immediately available for an internal transfer, HP may contact Coordinated Entry to prioritize a tenant for an external transfer into a site-based project if appropriate. CoC-funded tenant-based rental assistance programs may use CoC or ESG program funds to pay amounts owed for participants breaking the lease if the family qualifies for an emergency transfer under this plan. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence that are attached to this plan. Coordinated Entry will prioritize tenants who require an emergency transfer to a safe unit over all other applicants. Nothing may prevent a tenant of a site-based project from seeking both an internal and external transfer concurrently if a safe unit is not immediately available.

For both site-based and tenant-based housing projects, when allowing an internal or external transfer, nothing in this policy may be construed to supersede eligibility or other occupancy requirements of a project. The tenant may not be required to meet any eligibility criteria or preferences unless it is covered by law, regulation, or HUD NOFA. The tenant shall retain their original homeless or chronically homeless status for the purpose of the transfer.

HP may bifurcate the participant's lease to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence. If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under a CoC Permanent Supportive Housing program in terms of disability or chronic homelessness, HP must allow the tenant who is or has been a victim and other household members to remain in the unit until the end of the lease. HP will assist them to establish eligibility under the program or under another HUD housing program, or to find alternative housing. For all other housing programs, the remaining household members will be eligible to remain in the project.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, the YWCA's local domestic violence shelter at (513)872-9259, or The Women's Crisis Center at (859)491-3335 for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachments:

1. 24 CFR part 5, subpart L
2. Notice of Occupancy Rights Under VAWA (Form HUD-5380)
3. Certification of Domestic Violence, Sexual Assault or Stalking, and Alternate Documentation (Form HUD-5382)
4. Sample lease addendum (Form HUD-91067)
5. Emergency Transfer Request (Form HUD-5383)
6. Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Subpart L—Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

SOURCE: 81 FR 80798, Nov. 16, 2016, unless otherwise noted.

§5.2001 Applicability.

(a) This subpart addresses the protections for victims of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by the Violence Against Women Act (VAWA), as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*) (“covered housing program,” as defined in §5.2003). Notwithstanding the title of the statute, protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a), victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD programs must also be operated consistently with HUD's Equal Access Rule at §5.105(a)(2), which requires that HUD-assisted and HUD-insured housing are made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status.

(b)(1) The applicable assistance provided under a covered housing program generally consists of two types of assistance (one or both may be provided): Tenant-based rental assistance, which is rental assistance that is provided to the tenant; and project-based assistance, which is assistance that attaches to the unit in which the tenant resides. For project-based assistance, the assistance may consist of such assistance as operating assistance, development assistance, and mortgage interest rate subsidy.

(2) The regulations in this subpart are supplemented by the specific regulations for the HUD-covered housing programs listed in §5.2003. The program-specific regulations address how certain VAWA requirements are to be implemented and whether they can be implemented (for example, reasonable time to establish eligibility for assistance as provided in §5.2009(b)) for the applicable covered housing program, given the statutory and regulatory framework for the program. When there is conflict between the regulations of this subpart and the program-specific regulations, the program-specific regulations govern. Where assistance is provided under more than one covered housing program and there is a conflict between VAWA protections or remedies under those programs, the individual seeking the VAWA protections or remedies may choose to use the protections or remedies under any or all of those programs, as long as the protections or remedies would be feasible and permissible under each of the program statutes.

§5.2003 Definitions.

The definitions of *PHA*, *HUD*, *household*, and *other person under the tenant's control* are defined in subpart A of this part. As used in this subpart L:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

(1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or

(2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered housing program consists of the following HUD programs:

(1) Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891.

(2) Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891.

(3) Housing Opportunities for Persons With AIDS (HOPWA) program (42 U.S.C. 12901 *et seq.*), with implementing regulations at 24 CFR part 574.

(4) HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 *et seq.*), with implementing regulations at 24 CFR part 92.

(5) Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 *et seq.*), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576), the Continuum of Care program (with implementing regulations at 24 CFR part 578), and the Rural Housing Stability Assistance program (with regulations forthcoming).

(6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part 221.

(7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z- 1), with implementing regulations at 24 CFR part 236.

(8) HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*); specifically, public housing under section 6 of the 1937 Act (42 U.S.C. 1437d) (with regulations at 24 CFR Chapter IX), tenant-based and project-based rental assistance under section 8 of the 1937 Act (42 U.S.C. 1437f) (with regulations at 24 CFR chapters VIII and IX), and the Section 8 Moderate Rehabilitation Single Room Occupancy (with implementing regulations at 24 CFR part 882, subpart H).

(9) The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93).

Covered housing provider refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.

Dating violence means violence committed by a person:

(1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship;

(ii) The type of relationship; and

(iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(1) Fear for the person's individual safety or the safety of others; or

(2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e *et seq.*).

§5.2005 VAWA protections.

(a) *Notification of occupancy rights under VAWA, and certification form.* (1) A covered housing provider must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:

(i) A “Notice of Occupancy Rights under the Violence Against Women Act,” as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and

(ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:

(A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;

(B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under §5.2003; and

(C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

(2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:

(i) At the time the applicant is denied assistance or admission under a covered housing program;

(ii) At the time the individual is provided assistance or admission under the covered housing program;

(iii) With any notification of eviction or notification of termination of assistance; and

(iv) During the 12-month period following *December 16, 2016*, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the FEDERAL REGISTER on August 16, 2000 (at 65 FR 50121)).

(4) For the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher program under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, as well as project-based section 8 provided in connection with housing under part 891, the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the

victims of domestic violence, dating violence, sexual assault, or stalking, as provided in this subpart.

(b) *Prohibited basis for denial or termination of assistance or eviction—(1) General.* An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

(2) *Termination on the basis of criminal activity.* A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

(i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and

(ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

(c) *Construction of lease terms and terms of assistance.* An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

(1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or

(2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

(d) *Limitations of VAWA protections.* (1) Nothing in this section limits the authority of a covered housing provider, when notified of a court order, to comply with a court order with respect to:

(i) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or

(ii) The distribution or possession of property among members of a household.

(2) Nothing in this section limits any available authority of a covered housing provider to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the covered housing provider must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

(3) Nothing in this section limits the authority of a covered housing provider to terminate assistance to or evict a tenant under a covered housing program if the covered housing provider can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property of the covered housing provider would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in §5.2003.

(4) Any eviction or termination of assistance, as provided in paragraph (d)(3) of this section should be utilized by a covered housing provider only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

(e) *Emergency transfer plan.* Each covered housing provider, as identified in the program-specific regulations for the covered housing program, shall adopt an emergency transfer plan, no later than June 14, 2017 based on HUD's model emergency transfer plan, in accordance with the following:

(1) For purposes of this section, the following definitions apply:

(i) *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

(ii) *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

(iii) *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

(2) The emergency transfer plan must provide that a tenant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:

(i) The tenant expressly requests the transfer; and

(ii)(A) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or

(B) In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

(3) The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

(4) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

(5) The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.

(6) The emergency transfer plan must describe policies for assisting a tenant in making an internal emergency transfer under VAWA when a safe unit is not immediately available, and these policies must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that housing providers may already provide to other types of emergency transfer requests.

(7) The emergency transfer plan must describe reasonable efforts the covered housing provider will take to assist a tenant who wishes to make an external emergency transfer when a safe unit is not immediately available. The plan must include policies for assisting a tenant who is seeking an external emergency transfer under VAWA out of the covered housing provider's program or project, and a tenant who is seeking an external emergency transfer under VAWA into the covered housing provider's program or project. These policies may include:

(i) Arrangements, including memoranda of understanding, with other covered housing providers to facilitate moves; and

(ii) Outreach activities to organizations that assist or provide resources to victims of domestic violence, dating violence, sexual assault, or stalking.

(8) Nothing may preclude a tenant from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

(9) Where applicable, the emergency transfer plan must describe policies for a tenant who has tenant-based rental assistance and who meets the requirements of paragraph (e)(2) of this section to move quickly with that assistance.

(10) The emergency transfer plan may require documentation from a tenant seeking an emergency transfer, provided that:

(i) The tenant's submission of a written request to the covered housing provider, where the tenant certifies that they meet the criteria in paragraph (e)(2)(ii) of this section, shall be sufficient documentation of the requirements in paragraph (e)(2) of this section;

(ii) The covered housing provider may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with §5.2007, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence; and

(iii) No other documentation is required to qualify the tenant for an emergency transfer.

(11) The covered housing provider must make its emergency transfer plan available upon request and, when feasible, must make its plan publicly available.

(12) The covered housing provider must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.

(13) Nothing in this paragraph (e) may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.

§5.2007 Documenting the occurrence of domestic violence, dating violence, sexual assault, or stalking.

(a) *Request for documentation.* (1) Under a covered housing program, if an applicant or

tenant represents to the covered housing provider that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under §5.2005, or remedies under §5.2009, the covered housing provider may request, in writing, that the applicant or tenant submit to the covered housing provider the documentation specified in paragraph (b)(1) of this section.

(2)(i) If an applicant or tenant does not provide the documentation requested under paragraph (a)(1) of this section within 14 business days after the date that the tenant receives a request in writing for such documentation from the covered housing provider, nothing in §5.2005 or §5.2009, which addresses the protections of VAWA, may be construed to limit the authority of the covered housing provider to:

- (A) Deny admission by the applicant or tenant to the covered housing program;
- (B) Deny assistance under the covered housing program to the applicant or tenant;
- (C) Terminate the participation of the tenant in the covered housing program; or
- (D) Evict the tenant, or a lawful occupant that commits a violation of a lease.

(ii) A covered housing provider may, at its discretion, extend the 14-business-day deadline under paragraph (a)(2)(i) of this section.

(b) *Permissible documentation and submission requirements.* (1) In response to a written request to the applicant or tenant from the covered housing provider, as provided in paragraph (a) of this section, the applicant or tenant may submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, any one of the following forms of documentation, where it is at the discretion of the tenant or applicant which one of the following forms of documentation to submit:

- (i) The certification form described in §5.2005(a)(1)(ii); or
- (ii) A document:

(A) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

(B) Signed by the applicant or tenant; and

(C) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under §5.2003; or

(iii) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(iv) At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

(2) If a covered housing provider receives documentation under paragraph (b)(1) of this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation, as described in paragraphs (b)(1)(ii), (b)(1)(iii), or (b)(1)(iv) of this section, within 30 calendar days of the date of the request for the third-party documentation.

(3) Nothing in this paragraph (b) shall be construed to require a covered housing provider to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

(c) *Confidentiality.* Any information submitted to a covered housing provider under this section, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the covered housing provider.

(1) The covered housing provider shall not allow any individual administering assistance on behalf of the covered housing provider or any persons within their employ (e.g., contractors) or in the employ of the covered housing provider to have access to confidential information unless explicitly authorized by the covered housing provider for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

(2) The covered housing provider shall not enter confidential information described in paragraph (c) of this section into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:

(i) Requested or consented to in writing by the individual in a time-limited release

(ii) Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or

(iii) Otherwise required by applicable law.

(d) A covered housing provider's compliance with the protections of §§5.2005 and 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the covered housing provider. However, nothing in this paragraph (d) of this section shall be construed to limit the liability of a covered housing provider for failure to comply with §§5.2005 and 5.2009.

§5.2009 Remedies available to victims of domestic violence, dating violence, sexual assault, or stalking.

(a) *Lease bifurcation.* (1) A covered housing provider may in accordance with paragraph (a)(2) of this section, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

(i) Without regard to whether the household member is a signatory to the lease; and

(ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

(2) A lease bifurcation, as provided in paragraph (a)(1) of this section, shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered housing program.

(b) *Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease—(1) Applicability.* The reasonable time to establish eligibility under a covered housing program or find alternative housing is specified in paragraph (b) of this section, or alternatively in the program-specific regulations governing the applicable covered housing program. Some covered housing programs may provide different time frames than are specified in this paragraph (b), and in such cases, the program-specific regulations govern.

(2) *Reasonable time to establish eligibility assistance or find alternative housing.* (i) If a covered housing provider exercises the option to bifurcate a lease as provided in paragraph (a) of this section, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under the covered housing program, the covered housing provider shall provide to any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of bifurcation of the lease to:

(A) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or

(B) Establish eligibility under another covered housing program; or

(C) Find alternative housing.

(ii) The 90-calendar-day period provided by paragraph (b)(2) of this section will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The 90-calendar-day period is the total period provided to a remaining tenant to establish eligibility under the three options provided in paragraphs (b)(2)(i)(A), (B), and (C) of this section.

(iii) The covered housing provider may extend the 90-calendar-day period in paragraph (b)(2) of this section up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.

(c) *Efforts to promote housing stability for victims of domestic violence, dating violence, sexual assault, or stalking.* Covered housing providers are encouraged to undertake whatever actions permissible and feasible under their respective programs to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the covered housing program or other covered housing providers, and for the covered housing provider to bear the costs of any transfer, where permissible.

§5.2011 Effect on other laws.

(a) Nothing in this subpart shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

(b) All applicable fair housing and civil rights statutes and requirements apply in the implementation of VAWA requirements. See §5.105(a).

[Insert Name of Housing Provider¹]

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **[insert name of program or rental assistance]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Organizations Providing Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Updated August 2018

Protective Shelters

Agency	Phone #	Address	Services
YWCA Domestic Violence Shelter	513.872.9259 Business Line 513.241.7090	Confidential, Hamilton County	Shelter
Abuse and Rape Crisis Center of Warren County	513.695.1107 888.860.4000	Confidential, Warren County	Shelter, legal advocates
Dove House	513.863.7099	Confidential, Butler County	Shelter, support groups, legal advocates
House of Peace (YWCA)	513.753.7281	Confidential, Clermont County	Shelter for victims of intimate partner violence, court advocacy
Women's Crisis Center	859.491.3335	Confidential, Kentucky	Shelter for women & children, Also serves male victims of DV but no shelter for men. Pet protection off-site.
Safe Passage	877.733.1990	Confidential Indiana (about 45 miles from	Accepts men, women & children from other states, court advocacy, support groups, pet foster care during stay

Emergency Shelters

Agency	Phone #	Address	Services
Shelter Central Access Point (SAFE)	513.381.SAFE (7233)	Various Locations	Hotline placing individuals and families in Hamilton County shelters
Ester Marie Hatton Center for	513.562.1980	2499 Reading Rd. Cincinnati, OH 45202	Shelter for women, clothing, medical clinic & treatment, case management
David & Rebecca Barron Center for	513.721.0643	411 Gest St. Cincinnati, OH 45202	Transitional and emergency shelter for men, 18+ yrs, medical & dental clinic
Welcome House of NKY	859.431.8717	141 Pike St. Covington, KY 41011	Shelter accepts women & children who are not in abusive situations. Employment program, case management, rapid rehousing
James Sauls Homeless	513.732.6464	2403 Old State Route 32 Batavia, OH 45103	Emergency shelter for men, women, and families, rent and security deposit assistance for those in shelter (1x/year)

Fairhaven Rescue Mission	859.491.1027	260 Pike St. Covington, KY 41011	Men can stay in shelter for 14 consecutive nights, then must have a break of at least 14 days. Must have state-issued picture ID (can be any state). Must pass breathalyzer. Evening meal for men (not limited to shelter guests). Weekly grocery assistance for women. Vouchers for thrift store
St. Francis-St. Joseph Catholic	513.381.4941	1437 Walnut St. Cinci, OH 45250	Emergency shelter for men. Can stay up to 90 days. Men must work on goals.
Haven House	513.863.8866	550 High St. Hamilton, OH 45011	Emergency housing for men or women with children. Butler Co. residents only – unless you move JFS case to Butler County (if

Shelters & Resources for Pet Accommodations

Agency	Phone #	Address	Services
Cincinnati SPCA	513.541.6100 Ask for Jessica Choate	Northside	Shelter for survivors' pets
Safe Passage	877.733.1990	Confidential Indiana (about 45 miles from	Accepts women & children from other states, Court advocacy, support groups, pet foster care during stay
Women's Crisis Center	859.491.3335	Confidential Kentucky	Shelter for women and children. Also serves male victims of DV but no shelter for men. Pet protection off-site.
Interfaith Hospitality Network of Greater Cincinnati	513.471.1100 For Pet Support Program only	990 Nassau St. Cinci, OH 45206	Kenneling for pets of families in shelter
SAF-T Shelters (Sheltering Animals and Families)		<i>Various locations, but all outside of NKY and Cincinnati</i>	List of shelters that accept DV Survivors and their pets http://alliephillips.com/saf-tprogram/saf-t-shelters/
Safe Places for Pets		<i>Various locations</i>	Identifies on-site housing, off-site housing, and community programs for <u>survivors and their pets</u>

Other Resources

Agency	Phone #	Address	Services
Women Helpin	513.381.5610	215 E 9th St #7, Cincinnati, OH 45202	Hospital Accompaniment, crisis intervention, legal advocacy, support groups

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Office of Housing

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT

LANDLORD

UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
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Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database.

Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's)_____

3. Name(s) of other family member(s) listed on the lease:_____

4. Name(s) of other family member(s) who would transfer with the victim:_____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim:_____

7. Name of the accused perpetrator (if known and can be safely disclosed):_____

8. Relationship of the accused perpetrator to the victim:_____

9. Date(s), Time(s) and location(s) of incident(s):_____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Documenting HMIS Enrollments _E0123

POLICY TITLE: Documenting HMIS Enrollments

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: January 1, 2023

POLICY

Homeless Management Information System (HMIS) data is used throughout the year in various reports to the Department of Housing and Urban Development (HUD) and other funders, in community funding and prioritization calculations, and to document eligibility for certain services and housing. To accurately report and use HMIS data, it is required that all housing, emergency shelter, and street outreach projects operating in the Cincinnati/Hamilton Continuum of Care OH-500 ensure participant records in the HMIS accurately reflect participants' current living situation at all times.

PROCEDURE

Street Outreach

Street Outreach staff will document encounters with people living in unsheltered locations in accordance with the CoC Street Outreach Homeless Verification Policy using the Current Living Situation assessment in HMIS. Project Start date should be the date of first contact with the client. Clients are exited from street outreach projects on the day they are permanently housed or after 45 days of no contact with an outreach worker. They may also be exited from street outreach if they enter a services-enriched emergency shelter. Outreach programs should not exit clients solely because they enter Winter Shelter or other non-services-enriched shelters.

Emergency Shelter

Project Start date should be the night the client first stayed in the shelter. There are two types of Emergency Shelter set ups in HMIS: Night-by-Night and Intake/Exit.

- Night-by-Night shelter staff will log each night a client presents for shelter in HMIS. Clients are automatically exited from the program the day following the last bed night after 7 consecutive nights without a bed night.
- Intake/Exit shelter staff will exit a client from the program the day after the last night a client slept in the shelter.

Transitional Housing

Project Start date should be the first day the client moves into the residential project. There is no Housing Move-In Date in Transitional Housing projects. Transitional Housing/Safe Haven staff will exit a client from the program the day after the last night a client slept in the residential project.

Permanent Housing Projects *(Including Diversion/Prevention with Rental Assistance)*

Project Start date should be the date the client was admitted to the project. To be admitted indicates the following factors have been met:

- Information provided by Coordinated Entry indicates they meet the criteria for admission.
- The client has indicated they want to be housed in this project.
- The client can access services and housing through the project. The expectation is the project has a housing opening (on-site, site-based, or scattered site subsidy) or expects to have one in a reasonably short amount of time.
- Basic eligibility criteria have been confirmed by housing project staff

A permanent housing program documents a client's permanent housing status in HMIS by entering a Housing Move-In Date on the enrollment screen when all three of the following criteria are met:

- The client has signed a lease on a unit,
- The client has means to access the unit (most often by possession of a key or access code), and
- The client has physically stayed in the unit overnight.

The permanent housing provider should communicate with the shelter/outreach staff when these criteria are met so they can confirm client has exited and complete appropriate records in HMIS.

When a Household Loses Their Permanent Housing

In the event that the client vacates a permanent housing situation and the housing provider stops paying rental assistance and it is determined that the client continues to need housing support from the program, staff should exit the client from the project with an accurate Project Exit Date and Destination and create a new Project Start Date in a subsequent enrollment for the client on the same or following day. When a new unit is found, a new housing move-in date would be recorded on the subsequent project record. This will ensure that HMIS will accurately always reflect the housing status of the client. Both the housing provider and shelter/outreach case manager (if applicable) should be involved in assisting client in finding a new housing unit in a timely manner.

If the client moves directly from one unit into another unit, with no days of homelessness in between, it is not necessary to exit and re-enter them, because their housing move-in date would still accurately reflect the day they entered permanent housing according to that enrollment record. New intake documentation such as a new Coordinated Entry match email, intake documentation and disability verification are not needed. The original intake documentation must be maintained in the files.

Items to note:

- If a household was chronic at original enrollment, they maintain their chronic status in the new enrollment.
- New enrollment does not reset a client's time in RRH. They still may only receive 24 months of rental assistance combined between the consecutive enrollments.
- Annual Assessments in HMIS must be completed in line with new enrollment.

Homeless Documentation Requirements for Enrollment in CoC & ESG Housing Programs _E0321

POLICY TITLE: Homeless Documentation Requirements for Enrollment in CoC & ESG Housing Programs

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: 3/19/2021

POLICY

It is the policy of the Cincinnati/Hamilton County CoC to serve the most vulnerable eligible individuals and families in CoC and ESG housing programs. Eligible participants must qualify as homeless per Category 1 or 4 of the homeless definition. Housing providers are required to obtain evidence to establish and verify homeless status at enrollment and move-in:

Category 1 Literally Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
- (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- (iii) Is exiting an institution where he/she/they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

-Or-

Category 4 Fleeing/Attempting to Flee DV: Any individual or family who:

- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks to obtain other permanent housing

Housing providers must adhere to the following order of priority for documentation of homeless status. One of the lesser forms may only be used if the optimal form of documentation is unobtainable. Housing provider staff must document their due diligence to attempt to acquire the optimal type(s).

1) Third-party documentation

- a. Documentation of the direct observation/knowledge of the participant's homelessness status from a person or entity that is not the housing provider or the participant,
 - i. Records contained in Cincinnati/Hamilton County CoC's HMIS, Clarity by Bitfocus, or a comparable database used by a victim service provider, are ideal and are the expectation in most circumstances.
 - ii. If the participant is exiting an institution, discharge paperwork or a written or oral referral from an appropriate official of the institution, stating the beginning and end dates of the stay in the institution is considered acceptable third-party documentation. All oral statements must be recorded by the housing provider. The participant's homeless status at entry into the institution must also be documented.

2) Intake worker observations

- a. Detailed written account and certification of the housing provider intake worker's physical observation of the location where the individual or head of household is currently residing. The written observation must include the intake worker's own encounter of the individual or head of household in that location.

3) Certification from the person seeking assistance

- a. Written certification from the participant stating dates and locations of current homelessness status.

Evidence of homeless status must be current. HUD expects the CoC to develop reasonable intake procedures that allow them to serve the households who are prioritized for the type of assistance they provide. This includes defining how long homeless documentation can be considered current. In general, HUD considers it reasonable to establish a policy that a participant's homeless status is considered current for up to seven days. Cincinnati/Hamilton County CoC has 100% HMIS participation of all emergency shelters and street outreach projects in the geographic area. Therefore, all (local) stays in shelter and all outreach encounters are documented in HMIS. In order to ensure that the most vulnerable eligible individual and families are housed, while also prioritizing third party documentation and allowing realistic expectations of street outreach workers and their workload, the CoC obtained HUD approval to establish the following parameters:

- Documentation of a shelter stay must be dated within 7 days prior to housing project enrollment, and within 14 days prior to housing move-in. For example, if shelter stay is documented in HMIS on March 3rd, the participant is eligible for enrollment on or before March 10th. The participant is eligible for move-in on or before March 17th.
- Documentation of a street outreach encounter must be dated within 30 days prior to housing project enrollment and housing move-in. For example, if there is a street outreach encounter in HMIS on March 15th, the participant is eligible for enrollment and move-in on or before April 14th.

NOTE: If the participant qualifies under Category 4 of the homeless definition in 24 CFR 576.2 because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other housing. If the housing provider is a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. If the housing provider is not a victim service provider, the housing provider should contact Coordinated Entry staff for guidance.

PROCEDURE

- Coordinated Entry only refers Category 1 participants who are active in an emergency shelter or have a documented street outreach encounter in HMIS within the past 30 days. The housing provider should schedule an intake appointment as soon as possible after receiving the referral. Immediately prior to scheduling the intake appointment, housing provider staff should run a [CIN-01] Verification of Homelessness Report in Clarity by Bitfocus, and verify that the report documents a shelter stay within 7 days or a street outreach encounter within 30 days. It is best practice to place a copy of the report run on this date in the participant's physical or electronic record. If the report does not document a shelter stay or outreach encounter within the required timeframe, the housing provider should confirm homeless status with the participant. If the participant reports that they are no longer homeless, the housing provider should contact Coordinated Entry, and not schedule an intake. If the housing provider believes the participant still meets eligibility criteria, they must begin the process for obtaining third party documentation, which is required to be current at enrollment.
- At enrollment, the housing provider must run the [CIN-01] Verification of Homelessness Report again and verify that it documents a shelter stay within 7 days or a street outreach encounter within 30 days prior to the enrollment date. A copy of the report must be placed in the participant record. If participant records are

electronic, a PDF of this report should be attached. If the report does not document a shelter stay or outreach encounter within the required timeframe, the housing provider should confirm homeless status with participant. If housing provider believes that the participant still meets eligibility criteria, they must:

- Attempt to obtain other third party documentation, for example written documentation from a homeless shelter outside of Hamilton County, or, if the participant is living unsheltered, the housing provider should contact the appropriate street outreach team to request assistance in documenting the participant's homeless status. Only in the rarest circumstances, should third party documentation be unobtainable for eligible participants. Housing providers are encouraged to contact Coordinated Entry before enrolling a participant without current third party documentation of homelessness.
 - In the unlikely circumstance that third party documentation cannot be obtained after taking these steps, the housing provide must document that the street outreach program and/or shelter has been contacted and include reasonable justification why they are unable to provide third party verification of homelessness in HMIS or otherwise. The housing provider must then physically observe the participant in the location where the individual or head of household is residing and provide a detailed and certified written account.
 - In the extremely unlikely circumstance that the housing provider is unable to observe the participant in the location where they are residing, the housing provider must also provide reasonable justification why, and then must obtain a credible written certification from the participant detailing dates and location(s) of their homeless episode(s).
- The housing provider should assist the participant in identifying and securing a housing unit as quickly as possible after enrollment. At move-in, the housing provider must verify that the most recent [CIN-01] Verification of Homelessness Report in the participant record documents a shelter stay within 14 days or a street outreach encounter within 30 days of the housing move-in date. If the report does not document a shelter stay or outreach encounter within the required timeframe, a new report should be run, and if the new report documents the household's homelessness within the required timeframe, this report must be added to the participant record. If the new report does not document a shelter stay or outreach encounter within the required timeframe, the housing provider must confirm homeless status with participant. If housing provider believes participant still meets eligibility criteria, they must:
 - Attempt to obtain other third party documentation, for example written documentation from a homeless shelter outside of Hamilton County, or, if the participant is living unsheltered, housing provider should contact the appropriate street outreach team to request assistance in documenting the participant's homeless status. Housing providers are encouraged to contact Coordinated Entry before housing a participant without current third party documentation of homelessness.
 - In the unlikely circumstance that third party documentation cannot be obtained after taking these steps, document that the street outreach program and/or shelter has been contacted and include reasonable justification why they are unable to provide third party verification of homelessness in HMIS or otherwise. Housing provider must then physically observe the participant in the location where the individual or head of household is residing and provide a detailed and certified written account.
 - In the extremely unlikely circumstance that the housing provider is unable to observe the participant in the location where they are residing, the housing provider must also provide reasonable justification why, and then must obtain a credible written certification from the participant detailing dates and location(s) of their homeless episode(s).

NOTE: Projects that serve participants who meet Category 4 but not Category 1 identify eligible clients through the YWCA Domestic Violence hotline, following the Coordinated Entry Prioritization Policy for Victim Service Provider TH/RRH Housing Programs. At enrollment, acceptable evidence as stated above should be obtained. The oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. At move in, housing provider does not need to obtain further documentation as long as there is no evidence to suggest that the participant no longer meets criteria for Category 4 homelessness.

Although these documentation requirements can be burdensome, housing providers must work diligently to obtain adequate eligibility documentation for all referred eligible participants.

Family Reunification Policy_E0724

POLICY TITLE: Family Reunification Policy

POLICY ADMINISTRATION: The Homeless Clearinghouse, Cincinnati/Hamilton County Continuum of Care Board

EFFECTIVE DATE: July 19, 2024

POLICY

Dependents temporarily absent from the home because of an out of home safety plan or legally authorized out of home placement established by the Ohio Department of Job and Family Services (ODJFS), are considered members of the family. If a dependent has been placed in an out of home placement by ODJFS, the Housing Services Provider must retain documentation in the participant record as to whether the dependent is expected to return home. The agency must include documentation from ODJFS of a permanency plan that includes reunification⁸ in order for the dependent to be counted as a family member for occupancy standards per 24 CFR 5.403 and 24 CFR 5.603 definitions.

The Housing Services Provider must have or attempt to have regular contact with the Children Services Worker and program participant, no less than every 90 days, to discuss the progress of the reunification plan. The Housing Services Provider can work collaboratively with the Children Services Worker and program participant to help the participant achieve the goals on the reunification plan.

PROCEDURE

Coordinated Entry – Assessment and Match

At time of VI-SPDAT Assessment – the Housing Services Provider must follow Coordinated Entry Policy and Procedures when conducting the assessment. This includes counting dependents who are temporarily away from the home because of an out of home safety plan or legally authorized out of home placement established by ODJFS. The assessor is not required to collect documentation and accepts self-report from the head of household when determining household size. However, it is best practice to assist participant in obtaining documentation.

At time of Match – the Housing Services Provider should use a Housing First approach. Therefore, program eligibility determination should not be contingent on ODJFS documentation. The Housing Services Provider will add dependents temporarily away from home to Clarity as a household member at time of intake if this is what is reported by the participant. If the participant does not have ODJFS documentation, the Housing Services Provider must work with the participant and Homeless Services Provider to obtain documentation prior to housing placement.

Housing Placement

Occupancy Standards – The Housing Services Provider will approve the smallest unit size appropriate according to HUD's current housing standards for anticipated household size and composition. This includes dependents who are temporarily away from the home only if the family can document that the dependent's permanency plan includes reunification with the family. Examples of acceptable documentation include:

1. Reunification Permanency Plan
2. Safety Plan

⁸ Per the ODJFS Manual, Permanency Plans for dependents removed from home include the following categories: Reunification, Placement in a planned permanent living arrangement, Independent living, and Adoption. Reunification is based on ongoing assessments and progress reviews, therefore difficult to identify exactly when a dependent may return home.

3. Court Entries
4. Agreement for Temporary Custody of Child
5. Documented emails or phone conversation with Children Services Worker

This documentation must be retained in the participant record. If the housing provider is unable to obtain documentation that the dependent is expected to rejoin the household, and when, or if the reunification plan does not confirm that the dependent is anticipated to rejoin the household within the initial lease term, the dependent will not be counted as a family member for occupancy standards.

Rent Calculations – Housing Services Providers must follow 24.CFR.578.77 when completing rent calculations. If the participant can provide documentation confirming a reunification plan, the dependent must be included as a dependent on the rent calculation. The dependent is not removed from the rent calculation unless the removal from the household is expected to exceed 120 days and/or if reunification documentation is not obtained. The Housing Services Provider will have regular contact with the Children Services Worker, no less than every 90 days, to document any changes in temporary orders.

Household Changes

Dependents removed from care after Housing Placement

If the appropriate unit size decreases as a result of a dependent being removed from the home and the Housing Services Provider cannot obtain documentation that reunification is expected within 120 days, the Housing Services Provider will work with the household to identify an appropriately sized unit at by the end of the lease, or 120 days, whichever is later. The Housing Services Provider will update the rent calculation and Clarity within 120 days of removal.

1. If the participant's initial lease term has expired and has been renewed on a month-to-month basis, the Housing Service Provider must immediately begin identifying a unit of an appropriate size.
2. If the household change results in a household with no children present, Housing Service Providers operating Permanent Supportive Housing projects dedicated to serving families with children may submit a transfer request to another Permanent Supportive Housing project, unless the child was the household member with the qualifying disability, in accordance with the Continuum of Care Housing PSH Transfer Policy & Procedure. If the child was the household member with the qualifying disability, the remaining family members may continue to receive rental assistance until the expiration of the lease.
3. Housing Service Providers operating Rapid Rehousing projects dedicated to serving families with children will continue to serve the household until the household has received the maximum allowable amount of assistance, or it is determined that they are no longer in need of this type of assistance.