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1. Purpose and Use of the Manual

This manual is intended to document policies and procedures for the Housing Opportunities for Persons with AIDS (HOPWA) program as awarded by HUD to the City of Cincinnati on behalf of the Eligible Metropolitan Statistical Area (EMSA). These policies and procedures ensure that the HOPWA program is in compliance with the applicable federal regulations, in line with recognized best practices, and administered consistently throughout the EMSA. It also is intended to serve as an introduction for organizations considering applying for HOPWA funds.

This manual is not intended to replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD). Additional program information can be found on the [HUD Exchange HOPWA Page](#).

2. Program Rules

The regulations found in **24 Code of Federal Regulation (CFR) §574** provide the basic standards for implementing eligible activities with HOPWA funding. Other applicable federal regulations include, but are not limited to:

- **2 CFR §200** are the regulations for uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities.
- **24 CFR §5** are general HUD program requirements. Some commonly referenced applicable requirements are:
 - **24 CFR §5.609** are the HUD regulations defining the elements of household annual gross income that must be counted in determining income eligibility for the HOPWA program.
 - **24 CFR §5.611** are the HUD regulations defining how adjustments must be made when applicable in determining a rental assistance subsidy.
 - **24 CFR §5.617** are the HUD regulations requiring a disallowance of earned income by persons with disabilities residing in TBRA- or TSH-assisted units upon returning to work after certain conditions have been met.
 - **24 CFR §5, Subpart L** are the HUD regulations for the Violence Against Women Act (VAWA), which provides protections for survivors of domestic violence, dating violence, sexual assault, or stalking.
 - **24 CFR 982.401** are housing quality standards established by HUD. Although HOPWA requirements in 24 CFR 574 are less stringent, the Greater Cincinnati HOPWA program adheres to the standards in 24 CFR 982.401 for TBRA and FBHA projects.
 - **Section 31** of the Federal Fire Prevention and Control Act of 1974 relates to Smoke alarm requirements.

- **HOPWA Grantee Oversight Resource Guide**

Additional resources and guidance can be found on the HOPWA Programs page on the HUD Exchange.

3. Program Definitions

Acquired immunodeficiency syndrome (AIDS) or related diseases means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Administrative costs mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities. By statute, grantee administrative costs are limited to 3 percent of total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7 percent of the portion of the grant amount they receive.

Applicant means a state or city applying for a formula allocation as described under §574.100 or a state, unit of general local government, or a nonprofit organization applying for a competitive grant as described under §574.210. This manual pertains to the funding awarded to the City of Cincinnati on behalf of the EMSA.

City has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Beneficiary(ies) are all members of a household who received HOPWA assistance during the operating year including the one individual who qualified the household for HOPWA assistance as well as any other members of the household (with or without HIV) who benefitted from the assistance.

Chronically Homeless as defined by 24 CFR §578.3, means:

- 1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - a) Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - b) Has been homeless and living in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living in a place not meant for human habitation, a safe haven, or in an emergency shelter. Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;
- 2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

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- 3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

Disabling Condition: Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

Eligible Metropolitan Statistical Area (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

Eligible person means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1). Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9).

Eligible State means a State that has:

- More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and
- A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

Facility-Based Housing Assistance (FBHA) is all eligible HOPWA housing assistance expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD.

Family is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Gross Rent is the sum of combined rent and utilities costs. For rental assistance services, the gross rent of the proposed unit, including appropriate utility allowances, must be at or below the lower of the rent standard or the reasonable rent.

Homeless Individual with a Disability as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)) means an individual who is homeless, as defined in section 103, and has a disability that— (i)(I) is expected to be long-continuing or of indefinite duration; (II) substantially impedes the individual's ability to live independently; (III) could be improved by the provision of more suitable housing conditions; and (IV) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury; (ii) is a developmental disability, as defined in

section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or (iii) is the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

Household is a single person or family composed of two or more persons residing together. Any group of people that presents together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – are considered to be a household and must be served together as such. The term is used for collecting data on changes in eligibility, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see “Live-In Aide”) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not included in the household.

Housing Information Services is counseling, information, and referral services dedicated to assisting PLWH and their households locate, acquire, finance, and maintain housing. This may also include fair housing counseling for eligible households that may encounter discrimination based on race, color, religion, sex, age, national origin, familial status, or handicap/disability.

Human Immunodeficiency Virus (HIV) is an infection caused by a virus that infects the body and destroys portions of the immune system and is documented by a positive serologic test.

In-Kind Leveraged Resources are additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.

Leveraged Funds are funds expended during the operating year from non-HOPWA federal, state, local, and private sources by grantees or sponsors in dedicating assistance to this participant population. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.

Live-In Aide is a person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. Live-In Aides are not considered household members. See 24 CFR 5.403 and the HOPWA Grantee Oversight Resource Guide for additional information.

Low-income individual has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Master Leasing applies to a nonprofit or public agency that leases units of housing (scattered-sites or entire buildings) from a landlord, and subleases the units to homeless or low-income tenants. By assuming the tenancy burden, the agency facilitates housing of participants who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.

Metropolitan statistical area has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42.U.S.C. 12902).

Nonprofit organization means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

- Is organized under State or local laws;
- Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and
- Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

Non-substantial rehabilitation means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

Operating Costs applies to facility-based housing only, for facilities that are currently open. Operating costs can include day-to-day housing function and operation costs like utilities, maintenance, equipment, insurance, security, furnishings, supplies and salary for staff costs directly related to the housing project but not staff costs for delivering services

Outcome is the degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support.

Output is the number of households that receive HOPWA assistance during the operating year.

Permanent Housing Placement (PHP) Services is a supportive housing assistance service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.

Population means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

Program Income is gross income directly generated from the use of HOPWA funds, including repayments. See grant administration requirements on program income at 2 CFR 200.307.

Project-Based Rental Assistance (PBRA) is a rental subsidy program that is tied to the specific facilities or units (site or scattered site) owned or controlled by a Project Sponsor. Assistance is tied directly to the properties, and is not portable or transferable.

Project sponsor means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities as defined in 24 CFR §574.300. The selection of project sponsors is not subject to the procurement requirements of 2 CFR part 200, subpart D. Project Sponsors are required to provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows:



Qualifying city means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

Rehabilitation means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

Rent standard: The City of Cincinnati has adopted the payment standard established by the Cincinnati Metropolitan Housing Authority (CMHA) as the community wide exception rent, (in lieu of fair market rent), for all HOPWA TBRA and FBHA programs in the EMSA. Gross rent must not exceed the rent standard except that, on a unit by unit basis, the project sponsor may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

Rental Assistance is a housing assistance service that subsidizes the gross rent of a household, including assistance for shared housing arrangements. The subsidy amount is determined in part based on household income and rental costs associated with the household's lease.

Roommate is a person with whom a relationship (i.e., a shared housing arrangement) is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. Roommates are not considered household members as they are households unto themselves. The household must identify whether an individual is a household member or a roommate at the time of application and at any subsequent renewals.

Short-Term Rent, Mortgage, and Utility (STRMU) is a time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may provide assistance for up to 21 weeks in any 52-week period, which the City of Cincinnati's EMSA has defined as the calendar year. The amount of assistance varies per household depending on funds available, need, and program guidelines.

Short-Term Supportive Housing (STSH) Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments (STRMU) to enable eligible individuals to remain in their own dwellings.

State has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Supportive Services include, but are not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals. Project sponsors must gain approval from Strategies to End Homelessness prior to reimbursement of funding for any services not included in the project application.

Tenant-Based Rental Assistance (TBRA) is a rental subsidy program that helps low-income households access affordable housing. Unlike facility-based rental assistance, the subsidy is not tied to a specific unit, so participants may move to a different unit without losing their assistance, subject to individual program rules.

Transgender is defined as a person who identifies with, or presents as, a gender that is different from their gender at birth.

Substantial rehabilitation means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

Unit of general local government means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of the National Affordable Housing Act.

Veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

4. Program Purpose and Overview

The Housing Opportunities for Persons with AIDS (HOPWA) program, managed by U.S. Department of Housing and Urban Development (HUD) Office of HIV/AIDS Housing, was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS (PLWA) and their families. This federal funding is distributed to Eligible Metropolitan Statistical Areas (EMSAs) using a statutory formula that relies on HIV/AIDS data from the Centers for Disease Control and Prevention (CDC).

The City of Cincinnati's EMSA is comprised of:

- 5 Ohio counties: Brown, Butler, Clermont, Hamilton and Warren;
- 7 Kentucky counties: Boone, Bracken, Campbell, Gallatin, Grant, Kenton and Pendleton; and
- 3 Indiana counties: Dearborn, Franklin and Ohio.

The City of Cincinnati (City) is the recipient of the HOPWA formula grant for the EMSA. Strategies to End Homelessness administers the HOPWA program on behalf of the City. Applications for funding are received annually, and an Advisory Committee that includes state HOPWA officials, project sponsors, and other stakeholders meets regularly to provide programmatic and funding recommendations to the City. A subcommittee of the Advisory Committee shares best practices and enhances and revises EMSA-wide policies and procedures as needed.

- The following housing assistance and supportive service activities are eligible for HOPWA funding:
 - Facility-Based Housing Assistance
 - Permanent Housing Placement (PHP)
 - Short-term Housing Assistance
 - Short-term rent, Mortgage and Utilities Assistance (STRMU)
 - Short-term Supported Housing Facilities¹
 - Supportive Services
 - Tenant-Based Rental Assistance (TBRA)

¹ The City of Cincinnati's EMSA does not have any short-term supported facility projects as of April 2020

Further detail on each eligible activity is found in section 13 of this manual.

5. Roles and Responsibilities

5.1 Reserved (Grantee)

5.2 Subrecipient

As the subrecipient, STEH administers the HOPWA program on behalf of the City of Cincinnati. The City of Cincinnati enters into a funding agreement with the subrecipient to manage the HOPWA program, and STEH in turn enters into subawards with project sponsors based on the funding allocation recommended by the HOPWA Advisory Committee and approved by the City of Cincinnati.

In its capacity as subrecipient, STEH:

- Works with the City to determine the allowable application amount, then creates and releases the annual HOPWA application. The application is emailed to funded agencies, community partners, and the HOPWA Advisory Committee (AC). It is also available on STEH's website and social media.
- Organizes and facilitates funding allocation meetings, including preparing agendas, allocation worksheets, and all other meeting materials. After final funding recommendations are agreed upon, STEH updates the funding worksheets and submits the recommendations to the City of Cincinnati for approval.
- Updates funding templates with current HOPWA requirements.
 - If available at the time the original agreements are prepared, the City's funding agreement must be reviewed for HOPWA required trainings, etc. If not available, the agreement will be requested for review upon receipt of the City of Cincinnati and amendments or addenda will be issued, as necessary.
- Prepares individual agreements and sets up in the individual projects in Microix, STEH's subrecipient grant management system.
 - The HUD-approved HOPWA operating year is January 1st -December 31st.
 - New agencies will receive a risk and capacity assessment prior to entering into a funding agreement with STEH.
 - STEH will ensure all agencies are active in SAM.gov prior to entering into an agreement.
- Reviews monthly billings for proper pace of spending, likelihood of eligibility, funding availability, and adherence to budget lines.
 - All seemingly accurate and eligible billings submitted by noon on the 10th (or the prior business day if the 10th is not a business day) are entered into Salesforce by the STEH Compliance Department and submitted to STEH Finance Department for payment processing. The billings are entered to the financial management system and returned to STEH Compliance. STEH

Compliance is responsible for ensuring that the billings are submitted to the City of Cincinnati by the end of the business day on the 15th of the month (or the business day after if the 15th is not a business day).

- Final billings are due to STEH by January 30th (or the prior business day if the 30th is not a business day). STEH will create and issue a close-out form confirming the total eligible expenses for the operating year, including program income expenditures.
- Completes the HOPWA CAPER on behalf of the City of Cincinnati
 - STEH provides an individualized reporting tool to all project sponsors that allows for reporting all necessary data and narratives for the HOPWA CAPER. Annual project sponsor agency reporting is due to STEH by February 6th (or the prior business day if the 6th is not a business day). STEH reviews reporting for accuracy and compiles the data and narratives for final reporting. The completed CAPER is submitted to HUD technical assistants for an accuracy assessment by February 28th. Once approved, STEH submits the report to HUD HOPWA, the field office, the technical assistant, and the City of Cincinnati.
- Uses HOPWA CAPER data to complete the Consolidated Plan, Annual Action Plans, and the City CAPER.
- Completes an annual risk assessment of all subrecipients. This assessment considers factors such as the amount of funding received, types of funds, new staff, past performance and compliance, etc.
 - An annual monitoring plan is created based upon the results and STEH capacity.
 - Prior to the annual onsite visit, STEH completes an individual agency assessment to further direct monitoring strategies.
- Conducts onsite monitoring consisting of financial and programmatic review for all project types.
 - Monitoring results are provided to the project sponsor within 60 days of the exit conference.
 - Project sponsors are required to submit a corrective action plan within 30 days of receipt of the monitoring letter.
 - STEH will review the plan to ensure that it is planned that the issues are corrected adequately and in a timely manner.
 - STEH will provide feedback on the plan within 45 days.
- Collaborates with City of Cincinnati and project sponsors to develop and enhance local program policies as needed.

5.3 Project Sponsors

Project sponsors must submit eligible funding applications to HOPWA Advisory Committee in a timely manner and attend the funding allocation meeting in order to be considered for funding. Funded projects must be operated in accordance with the project application, this manual, the funding agreement (including any amendments or addenda), and applicable local, state, and federal requirements.

Project sponsors must collaborate with the City of Cincinnati and STEH to adapt and enhance local program policies in this manual as needed.

Project sponsors must submit funding requests for eligible expenses at least quarterly. Access to data and reports must be made available for review as requested by HUD, the City of Cincinnati, and/or Strategies to End Homelessness to enable monitoring of compliance, for a period no less than the required record retention requirements of the program. Timely and accurate reporting must be submitted as requested by HUD, the City of Cincinnati, and/or STEH.

6. Reserved (Ensuring Access to the Program)

7. Conflict of Interest

Employees, contracted staff, volunteers, members of the board of directors, and all other agents (collectively “agents”) of HOPWA recipient/subrecipients have an obligation to conduct business within guidelines that prohibit real, apparent, or potential conflicts of interest. This policy establishes only the framework within which HOPWA recipient/subrecipients must operate. The purpose of these guidelines is to provide general direction so that recipient/subrecipient will seek further clarification on issues related to the subject of acceptable standards of operating in accordance with 2 CFR 200 and 24 CFR 574.625.

A real conflict of interest occurs when an agent influences a business decision that results in personal gain or gain for a relative. (For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.) An apparent conflict of interest is when situations or relationships exist that could reasonably appear to involve a conflict of interest. A potential conflict of interest occurs when an employee is in a position or has relationships where there is a reasonable possibility of a real or apparent conflict of interest occurring.

No presumption of a conflict is created by the mere existence of a relationship with outside firms. However, if an agent has any influence on any material business transactions, it is imperative that the agent discloses to the appropriate entity at the recipient/subrecipient’s organization as soon as possible the existence of any real, apparent, or potential conflict of interest so that safeguards can be established to protect all parties. Note that this policy covers both procurement and organizational conflicts of interest, and in order to comply with 2 CFR 200.318 procurement conflicts of interest must not exist when utilizing federal funds. HUD may grant exceptions on a case-by-case basis for non-procurement conflicts of interest.

Personal gain may result not only in cases where an employee, or a relative has a significant ownership in a firm with which recipient/subrecipient does business, but also when an employee, or a relative, receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving recipient/subrecipient.

8. Housing First

All C-EMSA HOPWA project sponsors follow a Housing First approach. Housing First is a proven approach, applicable across all elements of systems for providing housing assistance to vulnerable populations, in which people experiencing a housing crisis or homelessness are connected to permanent housing/assistance swiftly and with few or no treatment preconditions, behavioral contingencies, or other barriers. It is based on overwhelming evidence that people can achieve stability in permanent housing if provided with the appropriate level of services. Numerous studies have shown that Housing First yields higher housing retention rates, drives significant reductions in the use of costly crisis services and institutions, and helps people achieve better health and social outcomes.

The core components of Housing first are:

1. **Few to no programmatic prerequisites to permanent housing entry.** HOPWA eligible persons are provided access to HOPWA programs with no programmatic preconditions such as demonstration of sobriety, completion of alcohol or drug treatment, agreement to comply with a treatment regimen, participation in services, or other unnecessary conditions. Participants are also not required to first enter a transitional housing program in order to enter permanent housing.
2. **Low barrier admission policies.** HOPWA programs aim to serve persons with the highest service needs, and do not screen out participants based on minimum income requirements, credit or financial history, criminal record, or other housing barriers. Persons with disabilities are offered clear opportunities to request reasonable accommodations within the application and screening process and during program participation. HOPWA programs providing housing assistance ensure that participants with disabilities are housed in buildings and units with special features that accommodate their disabilities.
3. **Rapid and streamlined entry into housing.** HOPWA project sponsors have streamlined application processes, and act quickly to provide financial assistance, move participants into housing if not already housed, and provide stabilizing supportive services.
4. **Persistent engagement with voluntary supportive services.** Project sponsors proactively offer supportive services throughout the participant's stay in the project. Participants and project sponsor staff work together to create the participant's HOPWA case plan, which includes participant-identified goals to achieve housing stability. Program staff use motivational interviewing to encourage participants to contemplate positive behavior change, but do not mandate any specific goals that the participant does not choose. Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are part of some participants' lives. Participants are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices. The focus of services is on housing stability and access to care, rather than on therapeutic or treatment goals, although services or appropriate referrals are provided if the participant identifies such goals. Program staff meet with participants regularly to review case plans and repeatedly offer services, but participants are not terminated from the program for refusal to take part in services, or for noncompliance with a service plan. It is the responsibility of project sponsor staff to make services desirable and effective, rather than using the threat of losing housing to coerce participation.

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5. **Tenants have full rights, responsibilities, and legal protections.** Project sponsor staff educate participants about their lease terms, provide access to legal assistance, and encourage them to exercise their full legal rights and responsibilities.
 6. **Practices and policies to prevent lease violations and evictions.** Project sponsors make every effort to prevent eviction to homelessness. Contingent on program availability, participants may transfer from one housing program to another. In facility-based housing in Ohio, where the project sponsor is the landlord, the project sponsor will comply with Ohio Landlord Tenant law, including eviction in cases when law enforcement informs the landlord of any controlled substances found in the tenant's possession or premises through legal search and seizure. However, suspicion of substance use in and of itself is not considered a lease violation unless such use results in disturbances to neighbors or is associated with illegal activity (e.g. selling illegal substances). There are not currently any facility-based projects operating in Kentucky and Indiana with C-EMSA HOPWA funds. Participants are also given reasonable flexibility in paying their share of the rent on time and offered special payment options for rent arrears. If participants are evicted by a private landlord, project sponsors secure them new housing rather than terminating them from the HOPWA projects. Project sponsors offer counseling on good tenancy and money management to teach participants important skills to prevent eviction and contribute to lasting housing stability.
 7. **Applicable in a variety of housing models.** Housing First is implemented in all of C-EMSA's HOPWA projects.

9. Fair Housing

HOPWA-funded services are available on an equal basis to any eligible individual or household without discrimination based on actual or perceived race, color, age, ethnic, national or Appalachian region origin, ancestry, military status, religion, sex, gender identity, transgender status, sexual orientation, disability, marital or familial status, or physical or mental handicap (collectively "protected class").

Recipients, subrecipients, and sponsors adhere to the nondiscrimination and equal opportunity requirements of State and Federal laws and Executive Orders, including, but not limited to:

1. The Fair Housing Act (42 U.S.C. 3601-19)
2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs)
3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs)
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107);
5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
7. 24 CFR part 8;

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8. 42 US Code 3607
 9. Ohio Revised Code 4112 et seq.
 10. Ohio Administrative Code 4112-5
 11. City of Cincinnati Equal Employment Opportunity Chapter 325 Cincinnati Municipal Code
 12. City of Cincinnati Ordinance 16-2015
 13. Cincinnati City Ordinance 65-2006
 14. Cincinnati City Ordinance 235-2013

Agencies will not discriminate in the sale, rental, or financing of housing based on a person's status as a member of a protected class. A person's status as a member of a protected class will not be a factor in the determination of eligibility for HOPWA services or the type, duration, or amount of assistance provided. Agencies will make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary for a person with a disability to have the equal opportunity to use and enjoy their housing unit. HOPWA funding will not be paid to landlords who refuse to make such accommodations to their rules, policies, or practices, or who do not allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces.

HOPWA funded agencies must comply with the Affirmatively Furthering Fair Housing (AFFH) requirement to take meaningful actions that overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

Agencies must take affirmative steps to ensure that all persons who qualify for HOPWA assistance, regardless of protected status, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap.

10. Confidentiality

The City of Cincinnati, Strategies to End Homelessness, and project sponsors must ensure that confidentiality procedures are followed to protect the identity of individuals who inquire about and/or receive HOPWA services. In addition to the names of individuals, which HOPWA regulations require must remain confidential, other personally identifiable information (PII) that must be kept confidential includes any data that, alone or in conjunction with other data, is likely to disclose a participant's identity and/or location. In some circumstances, identification of personal participant characteristics such as race/ethnicity, gender, age, or address can lead to the disclosure of an individual's HIV status. It is important, therefore, to not limit protection to an individual's name, but rather to protect any and all information that could lead to the disclosure of an individual's identity and their participation in HIV services or programs. The privacy of confidential information must be considered during all phases of grant administration and service delivery including collecting, storing, and sharing participant data, as well as during project monitoring.

Gathering Participant Data and Explaining Right to Confidentiality

HOPWA project sponsors need to collect an array of data on each household served with HOPWA funds. Data collection is an integral part of ensuring that programs serve eligible households with appropriate eligible services in accordance with the regulations. The data is also important for performance reports, research, and evaluations. Participant data should be collected at intake and subsequent meetings in a private space where the participant and staff person can talk without risk of other staff or participants overhearing. Project sponsors should use HIV status/AIDS diagnosis information only for verifying HOPWA program qualification. This information, along with other PII, should only be accessible to staff whose responsibilities require such information.

At the time of application for HOPWA assistance, project sponsor staff must explain the participant's right to confidentiality, as well as the need for prior written authorization to disclose participant information. The participant should be informed that all information contained in the participant's file is confidential; that staff members with access to information about the participant are bound by confidentiality guidelines and shall not disclose this information without prior written consent. A written explanation of the participant's right to confidentiality must be provided as part of the participant's Participation Agreement and Rights and Responsibilities. Project sponsors will provide reasonable accommodations for persons with disabilities, language barriers, or education barriers to ensure that participants understand their right to confidentiality. The original signed copy of these documents must be maintained in the participant record.

Written Consent to Release Information

The City of Cincinnati, Strategies to End Homelessness, and project sponsors must protect and may not disclose the participant's confidential information unless the participant expressly consents to such disclosure in writing using a consent to release information form. A general or blanket consent form is not appropriate. The form should identify: what specific information the participant agrees (and does not agree) to share, why and with whom the information will be shared, how the participant may revoke or cancel their consent, and the time period during which consent is granted. This time period may depend on its particular purpose or may be defined by the participant. The intent of sharing information should be thoroughly explained to all participants as well as clearly stated on the form. The consent form must be fully executed with the participant signature (or legal guardian, if applicable) and date. Typically, the effective time of consent forms should be no longer than thirteen months, after which time a new consent should be obtained. A participant may revoke or withdraw their consent at any time after signing.

Storing Participant Records

Any information that includes PII, or discloses a participant's HIV/AIDS status directly, or indirectly by virtue of being identified as a HOPWA participant, shall not be visible or accessible to program staff persons without a need to know, or to any other persons.

Project sponsors will take appropriate steps to ensure the security of confidential information, including (but not limited to):

- Maintain physical records in a secure location with access limited to staff members who require access for their job.
- Never leave participant files, or materials intended for a participant's case record, on a desktop, in an office, or in other unsecure areas.

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- Maintain electronic records in a secure server location with access granted on a need-to-know basis.
 - Store portable equipment and storage devices such as CD, DVD, Zip disks, tapes, floppy drives, USB drives or other removable storage media in an appropriately access-limited location.
 - Install and maintain antivirus software on all computer workstations and laptops accessing confidential information.
 - Enable screen savers with authentication (locking passwords) for all computer systems.
 - Log out, shut down, or lock the system when leaving computers unattended at any time.
 - Use caution when accessing email, and do not trust any unexpected emails. Never open an attachment without first verifying its type and checking it with an antivirus program. If in doubt, delete it, and/or contact the sender first.
 - Refrain from sharing confidential information through unencrypted email.
 - Position monitors and printers so that others cannot see or obtain confidential or sensitive data.
 - Change physical safeguards (keys, cipher locks, passwords, etc.) which are used to secure confidential information occasionally, and every time someone who formerly had authorized access either leaves project sponsor employment, no longer has job requirements which require access, or a key securing such access is lost, stolen or unaccounted for.
 - Securely dispose of unnecessary confidential information, whether physical or electronic, in an approved manner (in compliance with record retention requirements).

Avoiding Unintentional Information Sharing

Staff must exercise good judgement and care at all times to avoid unauthorized or improper disclosure of confidential information. Conversations in public places, such as restaurants, elevators, and public transportation, should be limited to matters that do not pertain to information of a sensitive or confidential nature. This applies to conversations of any kind, including, but not limited to, emails, social networking websites, or any other contact with others who may not be authorized to receive confidential information. Staff must be careful not to discuss confidential information without identifiers in a way that an unauthorized recipient could nonetheless determine the subject involved, and should be sensitive to the risk of inadvertent disclosure and should for example, refrain from leaving confidential information on desks or otherwise in plain view and refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorized persons.

It is also important that the project sponsor not use any identifying information that could compromise a participant's confidentiality in communications regarding the HOPWA program. For example, checks to property owners, envelopes, letterhead, and other printed material should not contain any language that might indirectly disclose a participant's HIV status.

All written correspondence, program forms or documents specifically concerning the participant that are directed towards, or made available to landlords, other agencies, or third parties, who are not identified in a participant's written consent, must avoid even inadvertent disclosure of the participant's HIV/AIDS status.

Therefore, such correspondence, forms or materials shall not make reference to, for example, "Housing Opportunities for Persons with AIDS" (or "HOPWA") or any other reference to a housing program for persons living with HIV/AIDS. Instead, such material shall refer to the participant as an "applicant" or "participant" in a federal housing program providing financial assistance towards the participant's housing.

If a project sponsor or program name, logo, motto, slogan, mission, or website identifies it as a provider of HIV/AIDS services, the project sponsor should take steps to mask this information. For example, an agency might establish a separate entity under a different name (e.g., "Springfield Supportive Housing Program"), designating a separate phone line for payees to call in on, and setting up a bank account with a separate program name.

If any third party, who is not identified in a participant's written consent, requests information regarding program qualification criteria (either generally or in relation to a specific participant), then HOPWA program staff must first determine whether it is necessary to provide this information (e.g., a landlord requires additional information regarding HOPWA program qualification requirements before making a determination regarding the landlord's willingness to work with the HOPWA program). If it is not necessary to describe HOPWA program qualification criteria, then HOPWA program staff shall not provide the information. If it is necessary to describe HOPWA program qualification criteria, then HOPWA program staff shall do so in these general terms, such as: "the program serves participants with low income who are homeless or at risk of becoming homeless."

Confidentiality Requirements upon Participant's Death

Upon the death of a participant it may be necessary to inform associates/family regarding the participant death on a need to know basis. Under no circumstances will the program disclose protected health information or any information regarding the cause of death, unless mandated by state or local laws

Addressing a Breach in Confidentiality

For the purpose of this policy, the term "data breach" refers to an organization's unauthorized or unintentional exposure, disclosure, or loss of sensitive personal information. The best way to prevent data breaches is to safeguard participant data using the practices and guidance outlined in this document. However, even with effective policies and procedures in place to protect participant confidentiality, data breaches may occur.

If a project sponsor discovers that a breach has occurred, they should designate a lead staff person to investigate the breach and to ensure a coordinated response. Key questions to investigate a data breach are:

- How did the data breach occur?
- What data has been breached?
- What computer or record keeping systems have been compromised by the breach?
- Is the data breach ongoing?
- Where is the compromised data now?
- Who is affected by the data breach?

Various types of data breaches can take place and each will require a different response once fully investigated. For example, the improper disposal of paper documents will require different action steps than the unauthorized access of an agency's computer system. Additionally, once investigated, it may be determined that lost or stolen data was sufficiently encrypted to protect participant confidentiality.

Once a data breach is discovered, the project sponsor must take steps to mitigate any ongoing or future damage. The necessary steps to secure breached data will depend on what and how the data was breached, but may include:

- Attempt to retrieve and secure stolen or lost data
- Communicate the implications to any external recipients of breached data
- Disconnect from the Internet
- Shut down computer systems
- Reset passwords
- Limit staff or vendor access to data and records (especially if involved in the incident)
- Hire computer or security experts for assistance
- Identify legal or funding source requirements pertaining to data breaches

After identifying whose information was compromised in a data breach and what data elements were included (e.g., name, age, date of birth, Social Security number, HIV/AIDS diagnosis), the project sponsor must notify the affected individuals in writing. When appropriate, funders and partners should also be notified. The notification should:

- Provide the date that the breach occurred, and when it was discovered
- Describe what happened and what information was involved
- Outline steps affected individuals should take to protect themselves
- Describe actions taken to investigate and remedy the breach
- Provide contact information for individuals to gain additional details or report harmful impacts of the breach (e.g., agency contact person, phone number, e-mail address, etc.)

The notifications should be sent by first-class mail to the last known address of each affected individual. Alternatively, an email notification may be sent to affected individuals who agreed to receive notices electronically. If an affected individual is a minor, notice should be made to the parent or guardian. If the data breach included a large number of affected individuals, the project sponsor may want to consider posting a general notice at office and program locations, on the agency website, or in print/broadcast media. Other parties that may also need to be notified include legal counsel, law enforcement, partner agencies, funders, insurance companies, or the media. After the data breach has concluded and all affected parties have been notified, review the incident, and take measures to avoid a similar future occurrence.

In order to prevent re-occurrence, the project sponsor should document the incident and response, re-train staff on confidentiality practices, review policies and procedures and revise them if necessary, and install new computer security systems if existing systems are found to be inadequate.

Confidentiality Training and Agreements

Project sponsors must train all new staff on confidentiality requirements. All new staff must sign confidentiality agreements prior to being granted access to confidential information. STEH will facilitate an annual confidentiality training.

Project Sponsor Written Confidentiality Policies & Procedures

Project sponsors must have written confidentiality policies and standard operating procedures in place that describe how they protect participant confidentiality in accordance with this policy. Strategies to End Homelessness will conduct periodic review of these procedures.

More information regarding participant confidentiality and best practices can be found in the HOPWA Confidentiality User Guide at <https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/>. This guide provides information on maintaining confidentiality for HOPWA providers (including grantees like the City of Cincinnati, project sponsors, and subcontractors/subrecipients) in all the roles they may serve (including program administrators, managers, front-line staff, and monitoring staff).

11. Violence Against Women Act Requirements

The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and participants who are survivors of domestic violence, dating violence, sexual assault, or stalking (collectively “domestic violence”). Despite the name of this law, VAWA protections and remedies are available regardless of sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA.

A person or beneficiary of the HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from their housing unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.

Agencies operating Tenant-based Rental Assistance or Facility-based Housing Assistance must comply with the following VAWA provisions:

1. The Notification of occupancy rights under VAWA, and certification form must be provided at the time the applicant is provided or denied assistance or admission to the TBRA or FBHA program, and with any notification of eviction or notification of termination of assistance.
2. An applicant for assistance or tenant 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. The tenant may also not be

denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, if certain circumstances apply.

3. An incident of actual or threatened domestic violence shall not be construed as:
 - a. A serious or repeated violation of a lease executed under a HOPWA housing program by the victim or threatened victim of such incident; or
 - b. Good cause for terminating the assistance, tenancy, or occupancy rights under a HOPWA housing program of the victim or threatened victim of such incident.
4. Survivors of domestic violence may request an emergency transfer to a housing unit that the survivor believes is safe, or bifurcation of the lease so that the abuser may be evicted.
5. All leases must incorporate VAWA protections, or be accompanied by a VAWA lease addendum, and housing owners/managers must be made aware of the option to bifurcate a lease in accordance with §574.460 and 24 CFR 5.2009.

Nothing in the VAWA regulations limits the authority of a project sponsor, when notified of a court order, to comply with a court order with respect to:

1. 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
2. The distribution or possession of property among members of a household.

VAWA does not limit any available authority of a landlord or project sponsor to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence that is in question against the tenant or an affiliated individual of the tenant. However, the tenant, who is or has been a victim of domestic violence, or is affiliated with an individual who is or has been a victim of domestic violence, may not be subjected to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA does not limit the authority of a landlord or project sponsor to terminate assistance to or evict a tenant under a HOPWA housing program if the housing provider can demonstrate that an actual and imminent threat to other tenants or those employed at or providing service to property would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this situation, eviction or termination of assistance should only occur 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.

All information submitted in requesting an emergency transfer or documenting an incidence of domestic violence, including the fact that an individual is a survivor and their housing location (confidential information), shall be maintained in strict confidence by the covered housing provider. Confidential information may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

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1. Requested or consented to in writing by the individual in a time-limited release;
 2. Required for use in an eviction proceeding or hearing regarding termination of assistance from the HOPWA program; or
 3. Otherwise required by applicable law.

Per 24 CFR §574.604(a)(2), VAWA requirements do not apply to STRMU or short-term supported housing facilities except that an applicant or beneficiary may not be denied these services on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence.

Detail on how VAWA protections must be implemented, limitations on requiring documentation of instances of domestic violence, and a list of local organizations providing assistance to survivors of domestic violence are found in the Emergency Transfer Plan (Appendix B of this manual) that has been developed and adopted by all Greater Cincinnati EMSA HOPWA project sponsors.

12. Eligibility for Assistance

Project Sponsors are responsible for assessing and documenting the eligibility of participants at intake, annually (every 12 months), and whenever household circumstances change (e.g. change in income).

Households must meet the following criteria to be eligible for the HOPWA Program:

1. HIV status: at least one household member living with HIV (24 CFR §574.3);
2. Income: household annual gross income at or below 80 percent of area median income (24 CFR §574.3); and
3. Residency: the household must reside in the one of the 13 counties that comprise the City of Cincinnati's EMSA.

Additional eligibility requirements for specific HOPWA services are included in section 13.

12.1 HIV Status

Sponsors must obtain documentation of at least one household member's seropositivity that pre-dates the household's intake date. Acceptable medical documentation of HIV status includes:

1. A statement of HIV verification signed by a physician, certified health care worker, or HIV testing site representative;
2. Social Security Administration records indicating the nature of a disability determination;
3. Other relevant federal program records verifying HIV status.

12.2 Income

In order to determine a participant's income eligibility, project sponsors must calculate the gross household income in accordance with 24 CFR 5.609 and verify that it does not exceed 80% of the area median income (AMI). A link to current HUD income limits is maintained on the Strategies to End Homelessness website.

HOPWA participants are required to provide current income documentation. If the participant does not have any income, the participant must sign and date a zero income affidavit form. If the participant has income, the project sponsor must obtain supporting documentation:

1. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the participant and income received before the date of the evaluation;
2. If source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by intake staff of the oral verification by the relevant third party of the income the participant received over the most recent period is acceptable; or
3. If source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the participant is reasonably expected to receive over the 3-month period following the evaluation.

If source documents are unavailable, the project sponsor must document efforts made to obtain them. If source documentation and relevant third party documentation are unobtainable, the project sponsor must document efforts to obtain them.

Per 24 CFR 5.609, annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts,

including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
6. Welfare assistance payments.
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.
 - (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).
9. For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

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3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
 4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 5. Income of a live-in aide, as defined in §5.403;
 6. Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
 7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 8. (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
 9. Temporary, nonrecurring or sporadic income (including gifts);
 10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. [Reserved]
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14. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
 15. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 16. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

12.3 Residency

Project sponsors must document that the participants live in one of the following EMSA counties:

- Brown (OH)
- Butler (OH)
- Clermont (OH)
- Hamilton (OH)
- Warren (OH)
- Boone (KY)
- Bracken (KY)
- Campbell (KY)
- Gallatin (KY)
- Grant (KY)
- Kenton (KY)
- Pendleton (KY)

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- Dearborn (IN)
 - Franklin (IN)
 - Ohio (IN)

Documentation of residency must be current and include the participant's name and an address in the EMSA. Acceptable forms of documentation include:

- Lease or occupancy agreement;
- Deed or mortgage statement;
- Past-due or eviction notice;
- Title insurance policy;
- Utility bill or past-due notice;
- Third party proof of current residency, if documentation of current residency is unobtainable; or
- Statement signed and dated by the participant if the participant reports that they do not have a fixed address.

13. Housing Assistance and Supportive Services

13.1 Facility Based Housing Assistance (FBHA)

HOPWA regulations allow for HOPWA funds to be used for the acquisition, rehabilitation, conversion, lease and repair of facilities to provide housing and services, as well as operating costs for housing facilities. C-EMSA does not currently use HOPWA funds for acquisition, rehabilitation, conversion, or repair.

Under the current C-EMSA FBHA model, the project sponsor uses HOPWA funds to enter into a master lease with a building landlord. The project sponsor enters into one-year leases with participants. Operating costs and supportive services may be funded with HOPWA or other funds.

This site-based project is designed to serve participants with the highest barriers to housing stability. Each household resides in their own independent housing unit, while 24-hour residential supervision and communal space provide extra supports.

After verifying the eligibility of referred households as described in section 12 of this manual, the site-based team (project manager, project case manager, and associate director of housing) reviews referrals to determine the most vulnerable participants who will proceed to an interview. Vulnerability criteria may include health conditions, mental health, substance use, legal history, and trauma history. If team has concerns that

the pressures of communal living with other high-acuity participants may exacerbate the participant's condition, a scattered site TBRA placement may be preferred. During the interview, the site-based team explains the program to the participant and answers any questions they may have. Together, the participant and FHBA staff assess if FBHA is a good fit for the participant.

The FBHA project seeks to maintain a low profile in the community in order to keep confidential the HIV status of participants. As a result of the increased attention caused by the community notification requirement of Tier-3 sex offenders, households where any member is required to register as a Tier 3 sex offender are not eligible for the FBHA project, but may be eligible for other HOPWA assistance.

Calculating the Amount of Assistance

Participants in FBHA pay a portion of their gross rent based on their income. The project sponsor uses HOPWA funds to pay the difference between the gross rent and the participant's calculated rent portion. Per 24 CFR §574.310(d), households receiving FBHA must pay as rent, including utilities, an amount which is the higher of:

- 30 percent of the household's monthly adjusted income;
- 10 percent of the household's monthly gross income; or
- If the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs.

The participant's portion of rent must be calculated initially, annually, and any time changes occur in income, household composition, or any other change that would affect the rent calculation. Project sponsors may use the HOPWA Income and Resident Rent Calculation Worksheet from HUD's HOPWA Rental Assistance Guidebook (Appendix C of this manual) to calculate participant rent.

When calculating participants' income for the purpose of determining the participant's rental portion, project sponsors must assess whether the participant qualifies for the Earned Income Disallowance, (also called Earned Income Disregard or EID). The EID allows qualified persons with disabilities who participate in certain housing programs, including HOPWA, to keep more of their earned income for a period of up to two years following an increase in employment income. EID is not used to determine household income eligibility for the HOPWA Program, or for reporting income outcomes.

In order for a HOPWA program household to qualify for EID, one of the following must be true of the household's increased income:

1. Earned income has increased as a result of the employment of a household member who is a person with disabilities who was "previously unemployed²" for one or more years prior to employment;

² Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to the employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

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2. Earned income has increased as a result of employment of a disabled family member during that family member's participation in any economic self-sufficiency or job training program; or
 3. Earned income has increased as a result of employment during or within six months after receiving assistance, benefits, or services under any state TANF or a Welfare-to-Work program. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance – provided that the total amount over a six-month period is at least \$500.

Additional guidance on EID from HUD's Rental Assistance Guidebook is provided as Appendix D.

If the participant is responsible for paying a portion of their rent, they pay that amount via the project manager monthly. When rent is paid in person, the participant receives a written receipt. The project sponsor chief financial officer tracks participant rental payments due and received, and notifies the program manager of late or missing payments. Non-payment of rent can result in eviction, however each situation is examined individually by project sponsor staff, with every effort made to work with the participant on a solution to avoid eviction. Participants who fall behind on payments or are unable to pay the full amount of rent may establish a low-barrier payment plan and/or establish payee services if needed. All payment plans must be approved by the chief financial officer or the program manager. The terms of the payment plan are documented in writing, and signed by the participant and the program manager.

Housing Quality Standards

Project sponsors providing FBHA are required to perform housing inspections per Section 14 of this manual and the EMSA's Sample Housing Quality Standards Policy. Guidance on determining the appropriate unit size for a participant household is also found as an attachment to the sample policy.

Rent reasonableness and HOPWA Rent Standard

Individual units and the entire structure leased with HOPWA funds must meet rent reasonableness and HOPWA rent standards as described in section 15 of this manual

Housing Assessment and Case Plan

Project sponsor staff must assess the participant's needs and use a Housing First approach in developing a case plan with the participant, as described in section 16 of this manual. Although no time limits should be placed on participation in FBHA, project sponsors should assist participants in developing long-term goals of either self-sufficiency or transition to other housing assistance. Project sponsors are required to conduct an ongoing assessment of all HOPWA participants' housing assistance and supportive service needs. It is recommended that the project sponsor attempt to meet with FBHA participants at least every three months, and contact the participant through other means every month that a meeting is not scheduled. Monthly contact allows understanding of participant's current housing needs and discuss further goals/action steps as needed and to update housing needs and goals/action steps on the housing plan.

If a participant receives FBHA for more than one year, the project sponsor must recertify the household at the anniversary of intake. Recertification must include household composition, household income, and participant rental portion.

13.2 Tenant Based Rental Assistance (TBRA)

Tenant Based Rental Assistance (TBRA) enables project sponsors to assist eligible participants with maintaining permanent housing through assistance with paying a portion or all of the monthly rent. TBRA is not permitted to be used with any other subsidized or public housing programs such as Housing Choice Vouchers.

Under TBRA, funding is connected to an eligible participant and the participant selects a housing unit of his or her choice. If the participant moves out of the unit, the contract with the owner ends and the participant can move with continued assistance to another unit. In other words, TBRA is portable and moves with the participant.

Eligible costs include:

1. Current rental payments,
2. Essential utility payments. Telephone, internet, and cable are not considered essential utilities.

TBRA may not be used for security deposits, applications fees, or utility deposits, however project sponsors may use PHP to pay these expenses for a participant receiving TBRA. When PHP is used to place a participant into housing that will subsequently be assisted with TBRA, project sponsors must use TBRA starting with the first month's rent. Mortgages, arrears, late fees, and reconnect fees are ineligible expenses under TBRA.

Project sponsors make rental assistance payments directly to property owners and, when applicable, to utility providers.

Leases and Rental Assistance Agreements

Some participants may already be in housing at the time that HOPWA assistance begins, and will be subject to their existing leases. However project sponsors should review all prospective new leases to ensure accuracy and sufficiency of information, and that all of the lease provisions are acceptable. Participants should be instructed not to sign a new lease with the landlord until this review is complete and the landlord has signed an agreement to participate in the TBRA program.

The following provisions should be included in the lease or added as a lease addendum:

- Lease term duration should be for a term of at least one full year, and allow for renewal after that period;
- Details about the monthly rent, including amount, payment instructions, due date, and late fee;
- Security deposit amount³;
- Requirement of last month's rent payment with security deposit, if applicable⁴;

³ As noted above, TBRA should not be used to pay security deposits.

⁴ Last month's rent, if required by the landlord to move into the unit is an eligible PHP expense.

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- First and last names of all occupants who will be living in the unit;
 - List of all utilities paid by the landlord and those to be paid by the participant, including the fuel type where applicable (e.g. gas or electric cooking);
 - List of appliances to be provided by the landlord;
 - Explanation of landlord's responsibility for maintenance and services;
 - Condition(s) necessary for eviction;
 - Prohibition against discrimination; and
 - VAWA protections and confidentiality requirements as described in section 11 of this manual.

The lease should **not** contain any of the following provisions:

- Agreement to be sued. Agreement by the participant to be sued, admit guilt or to a judgement in favor of the owner in a lawsuit brought in connection with the lease;
- Treatment of property. Agreement by the participant that the landlord may take, hold, or sell personal property of household members without notice to the household and a court decision on the rights of the parties⁵;
- Excusing the landlord from responsibility. Agreement by the participant not to hold the landlord or the landlord's agents legally responsible for any action or failure to act, whether intentional or negligent;
- Waiver of notice. Agreement by the participant that the landlord may institute a lawsuit without notice to the participant;
- Waiver of legal proceedings. Agreement by the participant that the landlord may evict the participant or household members without instituting a civil court proceeding in which the participant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- Waiver of right to appeal court decision. Agreement by the participant to waive the participant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- Participant chargeable with cost of legal actions regardless of outcome. Agreement by the participant to pay attorney's fees or other legal costs even if the participant wins in a court proceeding by the landlord against the participant⁶;
- Payment of additional rent or fees (except pet fees) to the landlord. Agreement by the participant to pay additional rent or fees out of pocket to the landlord once occupancy takes place; or

⁵ This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the participant has moved out of the unit. The owner may dispose of this property in accordance with state law.

⁶ Participant may be required to pay legal costs if participant loses.

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- Any other provision that violates state landlord-tenant law or HOPWA program requirements.

The lease should allow the landlord to terminate, or refuse to renew, the lease only for the following reasons:

- Serious or repeated violation of the terms and conditions of the lease;
- Violations of applicable Federal, state, or local law; or
- For other good cause.

A rental assistance agreement must be in place between the landlord and project sponsor before payment of rental assistance may begin. This agreement is intended to clarify the rights and responsibilities of each party, and should include:

- Landlord contact information;
- Details of all costs associated with the unit (monthly rent amount, due date, late fee⁷, security deposit and last month's rent if applicable);
- List of all utilities paid by the landlord and those to be paid by the participant, including the fuel type where applicable (e.g. gas or electric cooking);
- Overview of the rental assistance program process;
- Landlord acknowledgement and acceptance of rental assistance program requirements, including initial and continued compliance with HQS, state and local laws governing landlord and tenant relations, VAWA, and program rules related to such issues as return of deposits, conflict resolution, and required notifications;
- Additional program procedures, such as a statement of staff availability to help resolve problems with participant rent payment or behavior.

The rental assistance agreement must not list the HOPWA program by name, or contain any reference to the HIV/AIDS program. Project sponsors should refer to section 10 of this manual to ensure that all necessary measures are taken to maintain participant confidentiality.

Calculating the Amount of Assistance

Participants in TBRA pay a portion of their gross rent based on their income. The project sponsor uses HOPWA funds to pay the difference between the gross rent and the participant's calculated rent portion. Per 24 CFR §574.310(d), households receiving TBRA must pay as rent, including utilities, an amount which is the higher of:

- 30 percent of the household's monthly adjusted income;
- 10 percent of the household's monthly gross income; or

⁷ HOPWA funds can never be used to pay late fees. Late fees incurred by the project sponsor must be paid with non-HOPWA funds.

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- If the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs.

The participant's portion of rent must be calculated initially, annually, and any time changes occur in income, household composition, or any other change that would affect the rent calculation. Project sponsors may use the HOPWA Income and Resident Rent Calculation Worksheet from HUD's HOPWA Rental Assistance Guidebook (Appendix C of this manual) to calculate participant rent.

When calculating participants' income for the purpose of determining the participant's rental portion, project sponsors must assess whether the participant qualifies for the Earned Income Disallowance, (also called Earned Income Disregard or EID). The EID allows qualified persons with disabilities who participate in certain housing programs, including HOPWA, to keep more of their earned income for a period of up to two years following an increase in employment income. EID is not used to determine household income eligibility for the HOPWA Program, or for reporting income outcomes.

In order for a HOPWA program household to qualify for EID, one of the following must be true of the household's increased income:

1. Earned income has increased as a result of the employment of a household member who is a person with disabilities who was "previously unemployed"⁸ for one or more years prior to employment;
2. Earned income has increased as a result of employment of a disabled family member during that family member's participation in any economic self-sufficiency or job training program; or
3. Earned income has increased as a result of employment during or within six months after receiving assistance, benefits, or services under any state TANF or a Welfare-to-Work program. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance – provided that the total amount over a six-month period is at least \$500.

Additional guidance on EID from HUD's HOPWA Rental Assistance Guidebook is provided as Appendix D.

Housing Quality Standards

Project sponsors providing TBRA are required to perform housing inspections per Section 14 of this manual and the EMSA's Sample Housing Quality Standards Policy. Guidance on determining the appropriate unit size for a participant household is also found as an attachment to the sample policy.

Rent reasonableness and HOPWA Rent Standard

Units subsidized with TBRA funds must meet rent reasonableness and HOPWA rent standards as described in section 15 of this manual

⁸ Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to the employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Housing Assessment and Case Plan

Project sponsor staff must assess the participant's needs and use a Housing First approach in developing a case plan with the participant, as described in section 16 of this manual. Although no time limits should be placed on participation in TBRA, project sponsors should assist participants in developing long-term goals of either self-sufficiency or transition to other housing assistance. Project sponsors are required to conduct an ongoing assessment of all HOPWA participants' housing assistance and supportive service needs. It is recommended that the project sponsor meet with TBRA participants at least every three months, and contact the participant through other means every month that a meeting is not scheduled.

If a participant receives TBRA for more than one year, the project sponsor must recertify the household at the anniversary of intake. Recertification must include household composition, household income, and participant rental portion.

13.3 Short-term Rent, Mortgage, and Utility (STRMU) Assistance

The goal of the Short-term Rent, Mortgage, and Utility (STRMU) Assistance program is to provide short-term interventions that help maintain stable living environments for households who are temporarily unable to meet their monthly housing expenses as a result of an emergency situation. STRMU is intended to prevent homelessness, reduce the risk of homelessness, prevent the disconnection of essential utilities, and improve access to health care and other supportive services. The STRMU program enables income-eligible individuals and families living with HIV, who are at risk of becoming homeless or losing basic utility service, to receive short-term rent, mortgage, and/or utility assistance for a period not to exceed 21 weeks, (which is calculated and tracked as described below).

Eligible costs include:

1. Rent or mortgage payments
2. Property taxes, insurance or condo fees (only when included on the monthly mortgage statement – e.g. as escrow payment)
3. Essential utility payments, late fees, and reconnect fees. Telephone, internet, and cable are not considered essential utilities.

Utility and rent security deposits are not allowable under STRMU, as this type of assistance is only intended to help participants remain in their current housing. If it is determined that moving to a different housing unit would be necessary or beneficial to a participant's future housing stability, project sponsor staff should explore whether Permanent Housing Placement (section 13.2) would be a more appropriate intervention.

Project sponsors must make payments directly to the landlord, mortgage holder, or utility provider while maintaining participant confidentiality. No payments will be made to the participant or eligible household member. STRMU payments cannot be made on behalf of a household for the same period of time that rental assistance was or is being provided through another HOPWA or federal, state, or local housing subsidy program.

Verification and Documentation of Emergency Need

In addition to the HOPWA eligibility criteria described in section 12, participants receiving STRMU assistance must provide proof of existing legal tenancy, (documented by a current lease or mortgage statement) and/or

proof of responsibility to make utility payments (such as canceled checks, money orders, or utility statements in their name), and a short-term emergency need for assistance. Individuals who have prior criminal histories, poor credit or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving STRMU assistance based on the utility account not being in their name.

Participants should be exited from STRMU project when the specific emergency situation appears to be stabilized, or the 21 week limit has been reached. Project sponsors provide the participant with written notice of their exit including the reason, and whether they are eligible additional assistance during the remainder of the calendar of the year, should a new emergency need arise. Subsequent emergency situations resulting in additional STRMU assistance should result in a new enrollment. The participant's financial eligibility must be evaluated and documented for each enrollment, and when changes to a participant's circumstances (e.g. household composition or income) are identified. All STRMU participants must be recertified for each emergency situation, and every three consecutive months of ongoing assistance. For each request for STRMU assistance, the project sponsor must explain the emergency need on the STRMU Tracking Worksheet, and include any relevant supporting documents. Documentation of need should include a review of the household budget, and the inability of the participant to pay rent, mortgage or essential utilities. An emergency situation is short-term in nature, one that project sponsor staff has reason to believe will put the applicant at risk of becoming homeless or losing basic utility service, and that has a good probability of being resolved within the 21- week period of assistance. Participants whose needs are unlikely to be resolved within the 21-week period of assistance would, in most instances, be more appropriately served through another HOPWA program, if eligible.

The project sponsor must also document that the household's financial needs are for actual costs, and that other resources, such as household income, are not reasonably available to address the unmet housing need,

A variety of documentation may be acceptable in determining an emergency housing need. Examples of documentation include:

- Current checking/savings account balance statement
- Default/late payment notice
- Current medical bills
- Current utility bills
- Delinquent payment notices from the mortgage or landlord, or utility company.
- Current income documentation
- Current documentation for unexpected expenses that would constitute a household emergency
- Signed affidavit by participant verifying the emergency need may be acceptable if no other documentation is available; the affidavit must explain the reason(s) why no other documentation is provided.

Calculating the Amount of Assistance

Although STRMU assistance does not require the participant to pay a portion of the rent or utility bill, STRMU payments should not exceed the participant's financial shortfall. If a participant is capable of paying some of their required payments, project sponsor staff should negotiate an appropriate amount for the household to contribute to ensure that partial payments are made by the participant, thereby limiting STRMU payments to the difference between the amounts due and the amount the participant is able to pay.

Project sponsor staff must assess the participant's financial situation to determine the amount of STRMU assistance for which the participant is eligible and the portion the participant has the ability to pay, if any. If a participant knows that they could save some weeks of assistance for future emergencies by paying at least a portion of the debt and having the assisted portion count as only a portion of the month, it fosters more incentive and accountability for the participant.

For example, project sponsor staff might determine through the assessment process that the participant is able to pay \$100 of their \$400 rent (equal to $\frac{1}{4}$ of the total). For the purposes of tracking, the number of weeks of assistance used would only be for the part of the monthly housing costs paid by STRMU, which in this case is $\frac{3}{4}$ of the month or three weeks of assistance. When a participant presents multiple bills for the same month, project sponsors must consider the gross eligible expenses when determining the payment amount. The participant may be eligible for more assistance if multiple partial payments are made rather than one complete payment.

When providing STRMU assistance, project sponsor staff will document in the participant's housing plan that the participant has no other means to cover the payment(s) during the period in which assistance was provided and that project sponsor is making efforts to develop a permanent solution to the participant's housing situation.

Tracking 21 Weeks of STRMU Assistance

STRMU assistance may not be provided for costs accruing over a period of more than 21-weeks of assistance during a 52-week period.

The City of Cincinnati has adopted the following, acceptable method for equating and tracking the 21-week "benefits period" and the 52-week period:

Rounding a month to four weeks - This method rounds each month to four weeks, allowing for up to 21 weeks in the benefits period. Rental and mortgage costs generally cover a calendar month period consisting of slightly more than four full weeks. This method allows for 5 months and one week of assistance as the limit, regardless of the number of days in those months.

Example: A rental period of June 1-June 30 is rounded down to 4 weeks. If payment was made for 75% of a month's rent it would be tracked as 3 weeks; 50% of a month's rent would be tracked as 2 weeks, and 25% of a month's rent would be tracked as 1 week.

Standard period - A set standard annual period for all participants of a calendar year, regardless of which month a household began receiving assistance

If STRMU assistance is provided to cover both a housing bill and utility bill but the dates of service do not coincide, the period of assistance would be should be calculated as follows: count the overall assistance as

four weeks (one month rounded to four weeks) if at least 14 days of the utility period coincide with the rent/mortgage period. If less than 14 days of the utility bill and rent/mortgage period coincide, count the remaining portion of the utility period as the next month of assistance for tracking purposes.

Example: Assistance is provided for a rental period of May 1-31 and is rounded down to four weeks. The utility period of May 7-June 6 results in 25 days coinciding with the rental period; therefore, a total of four weeks is counted in May for the payment of both rent and utilities.

Example: Assistance is provided for a rental period of May 1-31 and is rounded down to four weeks. The utility period of May 20-June 19 results in 12 days coinciding with the rental period and 19 additional days. Because less than 14 days of the utility period and the rental period coincide, the remaining 19 days of the utility period must be counted as additional weeks of assistance. The 19 days are rounded up to count as three weeks of assistance. This rental and utility assistance counts as a total of seven weeks of assistance.

If an eligible individual or family demonstrates need for assistance and funding is available, that individual or family shall be provided the financial assistance required to stabilize their housing for the entire 21-weeks. The City of Cincinnati does not allow providers to establish program limits (time period or dollar amounts) that restrict the STRMU support any further than the statutory requirements, HOPWA regulations, and the needs of the participants. Any proposed caps would need to be proposed to the City of Cincinnati in advance, and if approved, applied EMSA-wide.

The City of Cincinnati's STRMU tracking form (Appendix E) must be used to calculate and monitor the number of actual months of assistance.

Rent Reasonableness and Rent Standard

Although rent reasonableness (as described in section 15 of this manual) is not required for STRMU households, an assessment of the participant's current housing situation is required. If it is identified that a participant is paying a higher rent than comparable housing, project sponsor staff should discuss this with the participant, but the participant may choose to remain in their current housing and continue to be eligible for STRMU assistance.

Housing Quality Standards

One-time emergency STRMU payments may occur without a housing quality inspection or certification. However, either certification of basic acceptability or a full inspection must be completed within 30 days for any STRMU assistance continuing beyond four weeks during the calendar year, per Section 14 of this manual and the community's Sample Housing Quality Standards Policy.

Housing Assessment and Case Plan

Project sponsor staff must assess the participant's needs and use a Housing First approach in developing a housing plan with the participant, as described in section 16 of this manual. The plan should address housing and/or financial goals and action steps aimed at reducing the likelihood of a reoccurrence of the emergency situation and establishing housing stability.

If it is clearly shown that the cost of a STRMU-assisted household's unit is beyond their financial means, which will cause dependency upon STRMU assistance for subsequent years, project sponsor staff should use a Housing First approach to help the participant develop case plan goals to prevent future dependency, such as:

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- Increased income,
 - More affordable housing, or
 - Applying for another HOPWA or other appropriate housing assistance.

Housing needs assessment must be ongoing and the housing plan must be reviewed and updated to reflect participant's most current circumstance. At a minimum, the case plan must be updated every time STRMU assistance is provided.

Project sponsors may continue to provide HOPWA supportive services without financial assistance to eligible households that remain housed after the 21-week eligible STRMU period.

13.4 Permanent Housing Placement (PHP)

Permanent Housing Placement (PHP) is a supportive service that enables project sponsors to assist eligible individuals with establishing permanent residency when continued occupancy is expected. It may be used to compliment other forms of HOPWA housing assistance. PHP may be used to provide assistance with the following direct costs:

1. Security deposits
2. First month's rent, unless PHP and TBRA are being used back-to-back
3. Last month's rent, if required to move into the unit
4. Rental arrears, if the participant is moving from one unit to another under the same landlord, and can clearly demonstrate that past due rent is the barrier to accessing the new unit.
5. Utility deposits
6. Utility connection fees
7. Application fees
8. Credit check, if required
9. Rental insurance
10. Cost of initial inspection

The total direct assistance provided cannot exceed the amount of two months of rent in the new unit.

Security deposits must be returned to the project sponsor. Project sponsors shall make a good faith effort to ensure that deposits are returned to the program while maintaining participant confidentiality. Returned funds should be recorded as program income and used to further program purposes.

Although PHP assistance does not require the participant to pay a portion of the rent or utility deposit, HOPWA PHP assistance should not exceed the participant's financial shortfall. If a participant is capable of paying some of their required payments, Project sponsor staff shall negotiate an appropriate amount for the household

to contribute to ensure that partial payments are made by the participant, thereby limiting PHP payments to the difference between the amounts due and the amount the participant is able to pay. Regardless of the amount the participant needs, PHP assistance cannot exceed an amount equal to two month's rent.

Housing Quality Standards

As HUD does not seek to provide subsidies to substandard housing, project sponsors should ensure that any unit for which PHP payments are made is decent, safe, and sanitary, and meets the basic habitability standards. If PHP is to be used as a security deposit for a participant who will also receive TBRA, the project sponsor should complete a full initial inspection. In time-sensitive cases where PHP is used for one-time payments where the participant will not require subsequent HOPWA assistance, the project sponsor may complete the STRMU HQS Certification form instead of completing a full inspection in order to quickly move the participant into housing. Project sponsors should refer to section 14 of this manual and the Sample Housing Quality Standards Policy (Appendix F). Guidance on determining the appropriate unit size for a participant household is also found as an attachment to the sample policy.

Rent Reasonableness and HOPWA Rent Standard

As a supportive service, PHP does not require rent reasonableness. However, since a participant assisted with PHP may subsequently receive TBRA assistance, it is recommended that rent for PHP-assisted units be reasonable and not exceed the HOPWA rent standard as described in section 15 of this manual.

Housing Assessment and Case Plan

The participant's housing assessment and case plan, as described in section 16 of this manual should address the participant's housing stability after PHP assistance. The plan may include subsequent HOPWA assistance through TBRA, transition to another subsidy, or the participant assuming financial responsibility for their housing expenses.

13.5 Medical Recovery Supportive Services

The HOPWA medical recovery project provides a variety of supportive services to individuals who lack a suitable housing situation for extended recovery after surgeries and other major medical procedures. These HOPWA supportive services are part of a larger Medical Recovery to Independence program that also includes the provision of temporary accommodations, medical services, and amenities that are funded through non-HOPWA sources.

All participants in the Medical Recovery to Independence program are referred by a medical professional, however HIV seropositivity is not an eligibility requirement. If the referral indicates an HIV or AIDS diagnosis, or it is disclosed by the participant, project sponsor staff works with the participant to obtain documentation of HOPWA eligibility in accordance with section 12 of this manual. Intake into the HOPWA project does not occur until eligibility is verified and documented.

The Medical Recovery to Independence program is educational in nature and provides participants the opportunity to:

- Learn about their HIV/AIDS status and any other acute and often chronic conditions or illnesses, and how to effectively treat and manage them. This includes understanding symptoms, medications, and the importance of regular and consistent communication with their healthcare providers.

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- Develop a housing case plan, including learning about housing assistance programs in the community.
 - Learn basic computer skills that will aid in employment searches and personal enrichment.
 - Prepare nutritious and appropriate, simple meals.
 - Learn how to navigate the system of the Greater Cincinnati Public Library so they can check out books, use the computers, increase literacy, read the local newspapers, and more.
 - Learn to effectively use public transportation.
 - Open a checking account and manage other aspects of recently acquired income or benefits including the basics of budgeting.
 - Receive assistance with navigating available community supports including food, clothing and household goods resources.
 - Participate in pre-discharge and aftercare programs as they settle into life after medical recovery.

Housing Assessment and Case Plan

Project sponsor staff must assess the participant's needs and use a Housing First approach in developing an individualized case plan with the participant, as described in section 16 of this manual. Case plans will identify steps towards appropriate exit destinations, including rehabilitation facilities, nursing homes, and independent living.

Duration of HOPWA Medical Recovery Supportive Services

The HOPWA medical recovery supportive services project is part of a program designed for the purpose of safe healing and recovery. Length of stay is based on medical need, and may be less than 30 days. The agency physician (not HOPWA-funded) determines when participants are medically cleared for discharge. Extensions beyond 30 days may be granted by the physician in extenuating circumstances, based upon medical need, but these situations are not typical. The primary purpose of the HOPWA program is to provide housing opportunities to person living with HIV/AIDS, and project sponsors will not involuntarily discharge participants to homelessness. Participants may also be discharged voluntarily if they choose, or involuntarily for severe violations of program rules. Upon discharge, whether medical, voluntary, or involuntary, the participant is also exited from HOPWA case management.

Health Care Expense Limitations

Health care is an integral part of the planning of housing stability and access to support for HOPWA participants. However, HOPWA regulations and additional HUD guidance place strong limitations on the direct use of HOPWA for health-related expenditures:

Health services can only be provided to persons living with HIV or AIDS 24 CFR 574.300(b)(7);

Payments for health services cannot be made to the extent that payment can come from another public or private source (24 CFR 574.310(a)(2);

Payments may not be made in substitution for AIDS Drug Assistance Program (ADAP) payments; and

Organizations must document reasonable efforts to qualify beneficiaries for available types of health care support, including health insurance and other programs.

13.6 Supportive Services for Individuals Experiencing Homelessness

Supportive services are provided to HOPWA-eligible persons residing in Emergency Shelter and places not fit for human habitation with the aim of assisting the participant in obtaining and maintaining stable housing and increasing access to medical care. This project is operated out of Cincinnati's two largest emergency shelters. The project provides specific supportive services to eligible participants and is a part of the larger Emergency Shelter program. Therefore, HOPWA participants and HOPWA case managers are required to follow the general Emergency Shelter Policies and Procedures in addition to HOPWA-specific procedures.

During the initial intake for Emergency Shelter, residents are asked to disclose their HIV/AIDS status. Participants who disclose that they are HIV positive are automatically assigned to the shelter HOPWA case manager who will verify eligibility. Project sponsor staff ensures that the HOPWA case manager is not identified to staff whose responsibilities do not require this information. It is also critically important that other emergency shelter residents do not know that the case manager is assigned only to HIV positive individuals.

The HOPWA case manager makes contact with potential HOPWA participants within 48 hours of their intake into shelter and makes an appointment for a first in-person meeting. During the first meeting, the HOPWA case manager works with the participant to obtain documentation of HIV status and income, in accordance with section 12 of this manual. Intake into the HOPWA project does not occur until eligibility is verified and documented.

After eligibility is documented, the HOPWA case manager completes an intake in HMIS project. This officially enrolls the participant in the HOPWA project and ensures access to HOPWA specific services.

The following are also reviewed and/or completed during the initial meeting with documentation maintained in each participant's electronic file in HMIS or in their physical file:

- Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT)
- Assessment/Psychosocial
- Release(s) of Information, as needed
- Grievance Procedure
- Participation Agreement
- Referrals to Holmes Hospital and/or Caracole, as needed
- Progress note documenting the intake summary

Emergency Shelter residents who were initially thought to be eligible for the specific services provided under HOPWA, and who through this verification process were deemed to be ineligible for the project, will still access emergency shelter services not funded by HOPWA.

Housing Assessment and Case Plan

Project sponsor staff must assess the participant's needs and use a Housing First approach in developing an individualized case plan with the participant, as described in section 16 of this manual. Participants receive copies of their case plans when they are initially defined and with every update. Case plans are used as the guide for all case management sessions and are updated regularly (at least every 30 days).

Duration of HOPWA Supportive Services

Participants who were enrolled in the HOPWA project while residing in emergency shelter are eligible to receive HOPWA services for a period of time after exit from shelter, regardless of whether the exit from shelter was successful or unsuccessful. This post-shelter support allows for consistency in services that can help establish stability for participants in their new housing environment. Services last 30 days or as needed based on participants' needs. Post-shelter participants may also be terminated from HOPWA supportive services for the following reasons:

- Participant choice to exit the project and end HOPWA services.
- Refusal to participate in the program and maintains no communication with case manager for up to 30 days.
- Aggressive or abusive behavior towards HOPWA staff or other residents. This can include but is not limited to threats and/or physical violence and threats can be both verbal and non-verbal.
- Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the participant's qualification to receive services
- Household income exceeding 80% AMI, or withholding income or verification.
- Failure to notify the project sponsor of a change in income.
- Failure to cooperate in submitting required documentation/information within a reasonable amount of time.
- Failure to cooperate with the Individualized Service Plan.

14. Housing Quality Standards

Sponsors providing housing assistance with HOPWA funds are responsible for assuring that each unit occupied by a HOPWA program participant meets the Housing Quality Standards (HQS) requirements and community guidelines applicable to the type of housing assistance provided. Due to the complicated nature of housing quality standards and their importance to both HUD and the HOPWA participants, sponsors are required to either adopt the community's Sample Housing Quality Standards Policy (Appendix 3 of this manual) or adapt it to work for the sponsor's operations without conflicting with the regulations.

Per 24 CFR 574.310(b), housing supported with HOPWA funds must meet all state and local requirements, and certain habitability standards as defined in the regulations. However, the City of Cincinnati's EMSA has resolved that sponsors operating TBRA and FBHA projects will adhere to the more stringent acceptability criteria of 24 CFR 982.401, as described in the sample policy.

Longer term housing assistance (FBHA and TBRA) requires a full inspection initially (prior to any security deposits or rental payments being made), and annually, as described in the sample policy. STRMU does not require inspections, but does require certification of basic acceptability, using the Certification of Housing Quality for STRMU/PHP attached to the sample policy. One-time emergency STRMU payments may occur without certification, but either the certification or inspection must be completed within 30 days for any STRMU assistance continuing beyond four weeks during the calendar year. Sponsors providing PHP may complete either a full initial inspection (if PHP is used as a security deposit for a participant who will also receive TBRA) or the Certification of Housing Quality for STRMU/PHP (if the participant is not expected to require future HOPWA assistance). Short Term Supportive Housing facilities must be in alignment with the Emergency Shelter Program, Operations and Facility Accreditation Standards (Shelter Standards) in order to receive HOPWA funding.

15. Rent Reasonableness and Rent Standard

Project sponsors providing TBRA and FBHA must ensure that the gross rents being charged for the assisted units are reasonable, as described in 24 CFR 574.320 (a)(3). As a supportive service, PHP does not require rent reasonableness, however it is recommended that rent for PHP-assisted units be reasonable, as they may subsequently be assisted through TBRA. Gross rent is the sum of the monthly rent due to the landlord and an allowance for any utilities that are tenant-paid per the lease. Project sponsors 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. Reasonableness is assessed according to two criteria. First, the rent charged for the unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market. Second, the rent charged must not be higher than rents currently charged by the owner (landlord) for comparable unassisted units. The purpose of the requirement is to ensure that no property owner artificially inflates assisted units over comparable unassisted units. At no time should the rent to the owner exceed the reasonable rental amount.

Project sponsors may use the Rentellect.com website or a comparable tool to verify rent reasonableness. If the unit is located in a county that is not in the rent reasonableness tool, the project sponsor must conduct a manual test of rent reasonableness. In order to determine if a unit is rent reasonable, the project sponsor must compare that unit to at least two similar units in the area; this helps identify if the rent that the landlord is charging is reasonable compared to similar units. Comparable units must be similar in several areas including:

- **Location:** The unit must be in an area within the same rental market as the unit being assessed for rent reasonableness.
- **Comparable in Size:** Even if the units have the same number of bedrooms, a one bedroom that is 600 square feet is not comparable to a one bedroom that is 1200 square feet. The units must be similar in the number of bedrooms and square footage.
- **Similar in Type:** To be comparable, the units must be located in the same type of property, such as in a single family home, a multifamily home, an apartment building or a high-rise, etc.

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- **Date of Construction:** Project sponsors should take the year the property was constructed into consideration; it would not be appropriate to compare a newly constructed home to a home that was built in 1900.
 - **Condition of Property:** When comparing units, project sponsors should take the condition of the property into account. A rundown property should not be compared to a well-maintained property.
 - **Quality of Renovations:** Project sponsors should not compare an upgraded unit to one that has not been renovated. For example, a unit with a newly renovated kitchen with designer grade cabinets, countertops, and appliances should not be compared to a unit with economy grade fittings.
 - **Property Amenities and Services:** Projects sponsors should compare units with similar amenities and services, such as a washer and dryer, central air conditioning, designated parking spot, outdoor space, elevator or doorman.
 - **Number of Included Utilities:** When comparing units, project sponsors must take into account any utilities that are included in the price of the rental.

Project sponsors may use HUD’s Rent Reasonableness Checklist and Certification (Appendix G), to ensure that all of the factors required by HUD have been taken into account.

In addition to being reasonable, gross rent for an assisted unit must not exceed the HOPWA rent standard. The City of Cincinnati has adopted the payment standard established by the Cincinnati Metropolitan Housing Authority (CMHA) as the community wide exception rent, (in lieu of fair market rent), for all HOPWA programs in the EMSA. On a case-by-case basis, project sponsors may increase the maximum allowable total rent up to 10% above the HOPWA rent standard for up to 20% of the assisted units. Project sponsors must maintain a tracker to ensure that their projects stay at or below this 20% threshold.

16. Housing Assessment and Case Plans

Project sponsors must complete an assessment of each participant’s housing history and preferences. The assessment should be conducted using a trauma-informed approach, and will vary somewhat based on the individual participant, however in general it will address questions such as:

- What action, behavior or circumstances led to housing problems?
- In what setting has the participant been happiest and most stable? What settings did not work?
- What supports are needed for the participant to enter and maintain stable housing?

During the assessment process, project sponsor staff should also review and discuss with the participant what housing options and resources are available.

Using the assessment results, the participant and case manager work together to establish a case plan that includes agreed-upon supportive services needs and goals. Case plans should be individualized to the needs of the participant and note which parties are responsible for which tasks or interventions. Goals should be written to include the following:

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- Statement of goal(s) the participant plans to achieve
 - Action steps designed to attain the goal(s)
 - Timeframe for achieving the goal(s) and completing action step(s)
 - Specific outcome(s) to achieve
 - Support needed to achieve goal(s)
 - Tasks to be accomplished by the participant and the housing case manager

Case plan goals must be participant-driven, but should include short-term and long-term goals and action steps for alleviating risks of homelessness/loss of essential utilities, establishing affordable permanent housing stability, and improving access to health care and supportive services.

It is highly recommended that project sponsors work with participants to create a budget in conjunction with their case plan. Project sponsors may use their own form, or the sample budget form from the HOPWA Rental Assistance Guidebook (Appendix H of this manual). The budget should be based on actual income and expenditures and can be used to understand household spending patterns. For example, a budget could assess the last 30 days of income and expenditures to better understand recent spending and determine current available financial resources. The case plan, with the budget, could address money management issues (particularly if housing instability is related to poor money management practices, such as the use of credit cards or cash for non-essential items or entertainment activities).

Assessment should be ongoing, completed at a minimum annually. Case plans should be treated as living documents to be updated regularly as existing goals are met, new goals are identified, or the participant's situation changes. In addition to participant progress, all referrals and efforts on the part of project sponsor staff to connect participants to other housing assistance should be documented in the case plan.

17. Reserved (Shared Housing)

18. Reserved (Linkage with Affordable Housing Programs/Exit Planning)

19. Termination of HOPWA Housing Assistance and Provision of Assistance to Remaining Household Members

19.1 Termination Policy

Per 24 CFR §574.310(2), “Violation of requirements,” households may be terminated from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). 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. Supportive Services should be provided so that assistance is terminated only in the most severe cases.

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

- Moves outside of the EMSA;
- Voluntarily exits the program; or
- Dies.

If it is determined that a participant will be out of the unit for more than 90 days for reasons such as incarceration, institutionalization or hospitalization, the participant may be terminated from the program. Participants who have been terminated due to incarceration or institutionalization will be prioritized for services upon exit from the institution, if all other eligibility criteria are met, and if the participant was in good standing with the project.

Project sponsors may also terminate HOPWA assistance if project sponsor staff has reason to believe the participant is committing fraud or inappropriately using HOPWA assistance.

The program must deliver all termination-related notices in writing. Participants who are terminated will have the opportunity to dispute the termination with a person other than the staff member (or a subordinate of that person) who made or approved the termination.

19.2 Termination Process

Participants will be provided a written copy of the program rules and the termination process upon entry into the program. Participants will acknowledge receipt of both documents in writing at project intake.

Consistent with Housing First model, the project sponsor will document reasonable efforts and interventions that demonstrate attempts to encourage participants’ compliance with program rules and expectations. Participants who repeatedly and/or seriously violate program rules or conditions may be terminated from the program. 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.

When termination is deemed necessary, the participant will be provided a written notice that clearly states:

- The reason for termination, and the attempts at resolution offered by the project staff.

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- The proposed date for termination (no fewer than 30 days from the date of notification, except in severe cases where termination is immediate).
 - Contact information for appeal.
 - Deadline for appeal (no fewer than 10 days from the date of notification)

During the appeal process, the participant will have the opportunity to confront opposing witnesses. Notice of the final decision will be provided to the program participant in a timely manner (within 10 business days). Participants will retain their assistance until such time that the appeal process upholds the termination, and notification has been delivered to the participant, or until the originally proposed termination date (whichever is later).

Site-based projects must follow their written procedures and local laws for filing an eviction. The termination process must be consistent with federal regulations and the agency policy.

19.3 Grace Periods for Surviving or Remaining Household Members

With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the HOPWA-eligible participant at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period of maximum one year following the death of the participant. The project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

20. Reserved (Financial Management)

21. Reserved (Access to Records)

22. Reserved (Program Reporting and Reviewing Requirements)

23. Reserved (Program Technical Assistance and Trainings)

24. *Reserved* (Monitoring)

Appendices

- A. Confidentiality Training
- B. Emergency Transfer Plan
- C. HOPWA Income and Resident Rent Calculation Worksheet
- D. Guidance on Earned Income Disregard
- E. STRMU Tracking Worksheet
- F. Sample HQS Policy
- G. Rent Reasonableness Checklist and Certification
- H. Sample Participant Budget
- I. HOPWA CAPER

Appendix A: Confidentiality Training

Appendix A: *Reserved* (Confidentiality Training)

Appendix B: Emergency Transfer Plan

Housing Providers with HOPWA Program Funds

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

All Housing Opportunities for Persons With AIDS (HOPWA) 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, or stalking (collectively “domestic violence”). The Violence Against Women Act (VAWA),⁹ provides certain protections for victims of domestic violence, and 24 CFR §5, Subpart L explains the VAWA requirements with which all HUD programs, including HOPWA, must comply. Per 24 CFR 574.604(a)(2), the VAWA requirements set forth in 24 CFR §5, subpart L do not apply to short-term supported housing, except that no individual may be denied admission to or removed from the short-term supported housing on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, if the individual otherwise qualifies for admission or occupancy. In accordance with VAWA, HPs operating Tenant Based Rental Assistance (TBRA) and Facility Based Housing Assistance (FBHA) projects must allow tenants who are victims of domestic violence 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.¹⁰ 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, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies **VAWA documentation** that all TBRA and FBHA HPs are required to provide to tenants; tenant eligibility for an emergency transfer; **prohibition of denial, termination of assistance, or eviction** on the basis of or directly resulting from a person’s experience of domestic violence; the **documentation** needed to request an emergency transfer; **confidentiality** protections; **how** an emergency transfer may occur; and 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 HOPWA programs’ compliance with VAWA requirements.

Notification of Occupancy Rights under VAWA, Certification Form, and Lease Addendum

⁹ 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.

¹⁰ 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.

Appendix B: Emergency Transfer Plan

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:
 - 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 that is the ground for protection under this subpart meets the applicable definition for such incident under 24 CFR § 5.2003; and
 - c. 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; and
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 HP must provide hard copies in the appropriate language to participants whose first language is not English.

HP providing medium to long-term facility-based housing are also responsible for ensuring that the housing owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with 24 CFR 574.460 and 24 CFR 5.2009.

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 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.

Appendix B: Emergency Transfer Plan

HP may not force a participant to move to unit where the participant does not feel safe. A survivor of domestic violence can invoke this plan multiple times. A transfer cannot be denied because the perpetrator learned of a new location of residence, even if the perpetrator learned from the victim. There is no limitation on the number of emergency transfers that a survivor can request.

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.

Emergency Transfer Request 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 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.

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:

Appendix B: Emergency Transfer Plan

- 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.

HP must keep a record of all internal and external emergency transfers requested under this emergency transfer plan, and the outcomes of the request, for a period in compliance with HOPWA program requirements. Emergency transfer requests and outcomes of such requests must be reported to HUD, as required.

Confidentiality

HP 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)

Appendix B: Emergency Transfer Plan

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. However, HP staff will act as quickly as possible to move a tenant who is a victim of domestic violence to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different 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 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 another HOPWA-funded HP to arrange for an external transfer to a safe unit in a different housing project. 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 another HOPWA-funded HP to prioritize a tenant for an external transfer into a site-based project. 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. 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. If no safe units are available in HOPWA-funded units, at the tenant's request, the HP may contact the Coordinated Entry for CoC and ESG programs in an effort to be connected to a safe unit for which they otherwise qualify.

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.

Any remaining household members who were living in an HP unit subsidized by HOPWA at the time of a qualifying member's transfer, will have the right to rental assistance under the program until the expiration of the lease in effect at the time of the transfer or for 90 days, whichever is longer.

HP may bifurcate the participant's 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. 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 reasonable grace period to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing. HP shall set the reasonable grace period, determined by the tenants' ability to maintain stable housing, which shall be no less than 90 calendar days, and not more than one year, from the date of the bifurcation of the lease. Housing assistance and supportive services under the HOPWA program shall continue for the remaining persons residing in the unit during the grace period. HP shall notify the remaining persons residing in the unit

Appendix B: Emergency Transfer Plan

of the duration of the reasonable grace period and must assist them with information on other available housing programs and with moving expenses.

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. Emergency Transfer Request (Form HUD-5383)
5. 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:

Appendix B: Emergency Transfer Plan – Attachment 1

(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:

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(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.

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(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.

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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

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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

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(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

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(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.

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

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NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

[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.

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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.

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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

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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

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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

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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.

Appendix B: Emergency Transfer Plan – Attachment 2

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]**

Appendix B: Emergency Transfer Plan – Attachment 3

**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: _____

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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.

Appendix B: Emergency Transfer Plan – Attachment 4

**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

Appendix B: Emergency Transfer Plan – Attachment 4

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) _____

Appendix B: Emergency Transfer Plan – Attachment 5

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 888.860.4084	Confidential, Warren County	Shelter, legal advocates
Dove House	513.863.7099 800.618.6523	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 Cinci)	Accepts men, women & children from other states, court advocacy, support groups, pet foster care during stay

Appendix B: Emergency Transfer Plan – Attachment 5

Emergency Shelters			
Agency	Phone #	Address	Services
Shelter Central Access Point (CAP)	513.381.SAFE (7233)	Various Locations	Hotline placing individuals and families in Hamilton County shelters
Ester Marie Hatton Center for Women	513.562.1980	2499 Reading Rd. Cinci, OH 45202	Shelter for women, clothing, medical clinic & treatment, case management
David & Rebecca Barron Center for Men	513.721.0643	411 Gest St. Cinci, 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 program
James Sauls Homeless Shelter	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 clothing.
St. Francis-St. Joseph Catholic Worker House	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 applicable), but no out-of-staters

Appendix B: Emergency Transfer Plan – Attachment 5

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 Cinci)	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 Together)		Various locations, but all outside of NKY and Cincinnati	List of shelters that accept DV Survivors and their pets http://alliephillips.com/saf-tprogram/saf-t-shelters/
Safe Places for Pets		Various locations	Identifies on-site housing, off-site housing, and community programs for survivors and their pets http://safeplaceforpets.org/

Other Resources

Appendix B: Emergency Transfer Plan – Attachment 5

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

INCOME & RESIDENT RENT CALCULATION WORKSHEET

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

This worksheet will determine the Tenant Rent Payment based on the greater of 10% of Monthly Gross Income or 30% of Monthly Adjusted Income. For income exclusions, see pages 5 and 6.

HOPWA regulations 24CFR574.310d(1)(2)(3) state: "Resident rent payment. Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24CFR5.609); (2) 10 percent of the family's monthly gross income; or (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs." Documentation and Verification of Income: As a condition of participation in the program, each client must agree to supply such certification, release, information, or documentation as the agency determines to verify the client's income.

*The total income of the household (Annual Gross Income) is from all sources anticipated to be received in the 12-month period following the effective date of the income certification. Therefore, income must be ANNUALIZED, e.g. payment amount X number of payment periods/yr., for all income sources.

1. The full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, other compensation for personal services prior to payroll deductions. (Applies to client and all household members 18 and older. For full-time students 18 and over, only \$480 of annual earned income should be included here.) \$ _____
2. Periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, excluding lump sum payments for the delayed start of a periodic payment (Except as provided in (c)(14)). \$ _____
3. Payments in lieu of earnings, such as unemployment, disability, worker's compensation, and severance pay (Except as provided in (c)(3)). \$ _____
4. WELFARE ASSISTANCE, including payments made under other programs funded, separately or jointly, by federal, state, or local governments which are not excluded by Federal Statutes (see Income Exclusions). \$ _____
5. Periodic allowances including alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the residence. \$ _____
6. Net income from operation of a business or profession. \$ _____
7. Interest, dividends, and other net income of any kind from real or personal property. Where net family assets are less than \$5000, include the actual income from asset; where net family assets are in excess of \$5,000, annual income shall include the greater of actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. \$ _____
8. All regular pay, special pay and allowances of a member of the Armed Forces (Except Hostile Fire Pay). \$ _____

Appendix C: HOPWA Income & Resident Rent Calculation Worksheet

9. **ANNUAL GROSS INCOME* TOTAL OF LINES 1-8**
Note: Annual income must be reassessed at least annually. However, if there is substantial change in the household's income during the year, an adjustment must be made to the resident rent to reflect the change in income. \$ _____

10. MONTHLY GROSS INCOME (Line 9 divided by 12.) \$ _____

11. 10% of MONTHLY GROSS INCOME (Line 10 multiplied by .10.) \$ _____

Per HUD regulations 24CFR5.611(a) the annual adjusted income is determined by deducting the following allowances from the annual gross income (see pages 5 and 6 for more info).

12. ENTER ANNUAL GROSS INCOME FROM LINE 9. \$ _____

13. \$480.00 FOR EACH DEPENDENT Dependents, including household members under the age of 18, elderly dependents, handicapped, disabled, or full-time students, but not the family head, spouse or foster children. - \$ _____

14. \$400 FOR ANY ELDERLY OR DISABLED FAMILY MEMBER. This allowance is provided to any family whose head, spouse, or sole member is at least 62 years of age **OR** is handicapped/disabled. This deduction **always** applies to households with persons with HIV or AIDS if they are the head, spouse, or sole member. (ONLY ONE DEDUCTION PER FAMILY/HOUSEHOLD PER YEAR.) \$ _____

15. ANY REASONABLE CHILDCARE EXPENSES These are expenses anticipated during the year for children 12 years of age and under that enable a household member to work, seek employment, or to further education. Deductible expenses for childcare to enable a person to work shall not exceed the amount of income received from such work. Childcare cannot be paid to another member of the household. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED.) - \$ _____

16. THE SUM OF THE FOLLOWING, TO THE EXTENT THE SUM EXCEEDS 3% OF ANNUAL GROSS INCOME. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendance care or auxiliary apparatus.

i. EXPENSES FOR NON-ELDERLY DISABLED FAMILY MEMBERS. This allowance covers reasonable expenses anticipated during the period for attendant care (provided by a non-household member) and/or auxiliary apparatus for any disabled household member that enables that person or any other household member to work. Deduction may not exceed the amount of income generated by the person enable to work. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED.)

ii. MEDICAL EXPENSES AND/OR ASSISTANCE FOR ANY ELDERLY OR DISABLED FAMILY. If deductions are taken on i and ii line for medical expenses, the deduction on line 13 must also be taken. (ONLY EXPENSES NOT REIMBURSED FROM ANY OTHER SOURCES ARE ALLOWED.)

a. ENTER TOTAL non-reimbursed expenses for this category \$ _____
 b. Annual Gross Income X .03 \$ _____. Subtract **b.** from **a.** and enter difference. - \$ _____

Appendix C: HOPWA Income & Resident Rent Calculation Worksheet

17. EARNED INCOME DISREGARD/SELF-SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES. In addition to deductions mandated in **24CFR5.611(a)**, HUD requires disregard for income to previously unemployed persons with disabilities who have earned income as described in **24CFR5.617(a)(b)(c)(d)**.
If applicable enter amount of Disregard from line E or F of the worksheet on page 4. - \$ _____
18. ANNUAL ADJUSTED INCOME. (Subtract line #'s 13 through 17 from the ANNUAL GROSS INCOME on line 12.) \$ _____
19. MONTHLY ADJUSTED INCOME. (Line 18 divided by 12.) \$ _____
20. 30% of MONTHLY ADJUSTED INCOME (Multiply Line 19 by .30.) \$ _____
21. RESIDENT RENT PAYMENT
Compare Line 10 on page 2 to Line 20 and enter the higher number here.
THIS IS THE RESIDENT RENT PAYMENT. \$ _____

NOTE: After the 10% and 30% calculations have been determined, the client must pay the higher of the two amounts. If either the 10% gross or 30% adjusted income amounts are greater than the Fair Market Rent (FMR- or rent standard) or the resident's actual rent, the applicant is not eligible for long-term HOPWA rental assistance.

When determining the resident's payment portion when utilities are NOT included in the rent but need to be paid out-of-pocket by the resident, follow steps 22-23.

22. RESIDENT RENT PAYMENT (enter the amount from line #21.) \$ _____
23. UTILITY ALLOWANCE per HUD Guidelines (Subtract from line #22.)
Copies of HUD-approved utility allowance charts may be obtained from local Public Housing Authority offices, and are updated on a periodic basis. Allowances may vary by community. - \$ _____
24. TOTAL RESIDENT RENT/UTILITY PAYMENT. (Subtract Line #23 from Line #22.) \$ _____

If line #24 is a negative number, this is the amount to be reimbursed to the tenant based on having paid utilities out-of-pocket.

Appendix C: HOPWA Income & Resident Rent Calculation Worksheet

Earned Income Disregard Worksheet

STEP 1: Determine Eligibility (The Earned Income Disregard does not apply for purposes of admission to these programs)

A. A disabled family must be receiving assistance through one of the following programs:

- HOPWA (Housing Opportunities for Persons with AIDS)
- HOME (Housing Opportunities Made Equal)
- SHP (Supportive Housing Program)
- Housing Choice Voucher (Section 8)

And at least ONE of the following must apply

- B. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; **OR**
- C. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; **OR**
- D. Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

- If eligible proceed to Step 2 -

STEP 2: Calculate Amount of Earned Income Disregard

- | | |
|--|----------|
| A. Current earned income (gross annualized) of EID family member | \$ _____ |
| B. Other current income (gross annualized) of EID family member | \$ _____ |
| C. Total current annual income of EID family member (A+B) | \$ _____ |
| D. Pre-Qualifying income
Total gross annual income at last review (earned and unearned) for this member | \$ _____ |
| E. Full exclusion (C-D, but no more than A)
First 12-month exclusion period | \$ _____ |
| F. 50% exclusion, if applicable (E x 0.050)
Second 12-month exclusion period | \$ _____ |

The amount on Line E. or Line F. (whichever is applicable) is the amount of deduction entered on Page 2, number 17.

**Full Text of 24 CFR 5.609
Income Inclusions and Exclusions**

Sec.5.609 Annual income

(a) Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) Welfare assistance payments. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

Appendix C: HOPWA Income & Resident Rent Calculation Worksheet

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in Sec. 5.403;

(6) The full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

Appendix C: HOPWA Income & Resident Rent Calculation Worksheet

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Full Text of 24 CFR 5.611 Mandatory Deductions

Sec. 5.611 Adjusted income

Adjusted income means annual income (as determined by the responsible entity, defined in Sec. 5.100 and Sec. 5.603) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) Mandatory deductions. In determining adjusted income, the responsible entity must deduct the following amounts from annual income:

(1) \$480 for each dependent;

(2) \$400 for any elderly family or disabled family;

(3) The sum of the following, to the extent the sum exceeds three percent of annual income:

(i) Unreimbursed medical expenses of any elderly family or disabled family; and

(ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and

(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

(b) Additional deductions. (1) For public housing, a PHA may adopt additional deductions from annual income. The PHA must establish a written policy for such deductions.

(2) For the HUD programs listed in Sec. 5.601(d), the responsible entity shall calculate such other deductions as required and permitted by the applicable program regulations.

Appendix D: Guidance on Earned Income Disregard

Disallowance of Increase in Annual Income (Earned Income Disregard)

In February 2001 HUD finalized regulations that require housing providers in certain HUD programs to disregard some or all of the earned income for tenants with disabilities. The Earned Income Disregard, as it is commonly called, allows qualified individuals and families receiving housing assistance to keep more of their earned income for a period of up to two years following an increase in employment income. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency.

Who qualifies for the earned income disregard?

1. A disabled family receiving assistance through one of the following programs:

- HOPWA (Housing Opportunities for Persons with AIDS)
- HOME (HOME Investment Partnership Act)
- SHP (Supportive Housing Program)
- Housing Choice Voucher (Section 8)

The Earned Income Disregard does not apply for purposes of admission to these programs.

AND at least one of the following:

2. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
OR

3. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; OR

4. Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

Definitions

Previously Unemployed: Includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Minimum Wage: The prevailing minimum wage in the state or locality. Go to this web link to verify the minimum wage in your state: <http://www.dol.gov/esa/minwage/america.htm>. The established minimum wage means the federal minimum wage unless there is a higher state or local minimum wage.

Appendix D: Guidance on Earned Income Disregard

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment)

Initial and Phase-In Exclusion Periods

Initial 12-Month Exclusion: 100% Exclusion of income over the amount of prior income (if any). This cumulative period begins on the date a member who is a person with disabilities of a qualified family is first employed OR the date the family first experiences an increase in annual income attributable to employment. The responsible entity must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months.

Second 12-Month Exclusion/Phase-In: 50% Exclusion of income over the amount of income prior to the beginning of the initial exclusion (if any).

The second 12-month cumulative period after the date a member who is a person with disabilities of a qualified family is first employed OR the date the family first experiences an increase in annual income attributable to employment. The responsible entity must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member. If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months

Maximum 48-Month Disallowance: There is a 48-month (four year) lifetime maximum time frame for each qualifying family member to utilize the Earned Income Disregard. The 48-month period is *consecutive* and begins at the initial exclusion, either the date that a qualified family member is first employed or the date when the family first experienced an increase in annual income. The exclusion ends when the qualifying family member uses both 12-month exclusions (initial 12-month 100% and second 12-month 50%) or until the 48-month lifetime maximum is reached, whichever comes first. No disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Documentation and Tracking

Documentation should be maintained and may include the following:

1. Date the increase in earned income was reported by the family.
2. Name of the family member whose earned income increased.
3. Reason (new employment, participation in job training program, within six months after receiving TANF) for increase in earned income.
4. Verification of income.
5. Amount of the increase in income (amount to be excluded).
6. Date the increase in income is first excluded from annual income.
7. Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if applicable).

Appendix D: Guidance on Earned Income Disregard

8. Date the family member received a total of 12 months of the initial exclusion.
9. Date the second 12-month (phase-in) exclusion period began.
10. Date(s) earned income ended and resumed during the second cumulative 12-month period of exclusion (if applicable).
11. Date the family member received a total of 12 months of phase-in exclusion.
12. Ending date of the maximum 48-month disallowance period OR full utilization of both 12-month periods, whichever comes first. If all months in both the initial and phase-in periods occur consecutively, this date may be as soon as 24 months from the date the exclusion was first applied.

EID Calculation

A.	Current
earned income (gross annualized) of EID family member	\$ _____
B. Other current income (gross annualized) of EID family member	\$ _____
C. Total current annual income of EID family member (A+B)	\$ _____
D. Pre-Qualifying income	\$ _____
Total gross annual income at last review (earned and unearned) for this member	
E. Full exclusion (C-D, but no more than A)	\$ _____
First 12-month exclusion period	
F. 50% exclusion, if applicable (E x 0.050)	\$ _____
Second 12-month exclusion period	

Question & Answer

Obtained from the HUD website: www.hud.gov/offices/pih/phr/about/ao_faq_eid.cfm

Q1: Does the new disregard apply to a tenant who has income from both TANF and employment, beginning prior to October 1, 2002, but then experiences an increase in earnings from work after October 1, 2002?

A1: The new income disregard applies; tenants whose earnings increase while on TANF are eligible for a disregard of their *increased income due to earnings*.

Example:

A tenant has a 20-hour/week job for which she earns \$550 per month (she did not receive the 18-month disregard) and receives \$200/month in TANF benefits. Beginning November 1, 2002 the employer increases her hours to 35 per week with a slight pay increase for a total of \$1000 per month and she stops receiving the TANF benefits. The new disregard applies to her *increase* in income due to earnings. Under the regulations, \$250/month of the increase in earnings is excluded from her annual income to determine her rent, because that is her increase in income (as opposed to the increase in earnings). The annual income used to determine her rent is 12 times the previous \$750/month of income. Her rent would remain what it was in October 2002 (assuming no other changes in income or family composition), because the October and prior rent was based on the previous gross income of \$750/month.

Appendix D: Guidance on Earned Income Disregard

Q2: At a family's last reexamination effective 1/1/2001, the family is receiving welfare assistance. When the family is reexamined for 1/1/2002, a member of the family has earnings after being previously unemployed for twelve months. This change occurred on 6/15/2001, but the family was not required to report it. Now it is being reported for the reexamination effective 1/1/2002. How is the earned income exclusion benefit processed?

A2: By not reporting the increase, the family has received the benefit for the 6 months prior to the reexamination. The family is entitled to 100 percent of the disregard of any incremental increase for the remaining six months. At the end of that six months, the family is then entitled to the 12 month 50% disregard of the incremental increase.

Q4: Does the \$500 minimum dollar requirement apply only when a family is seeking to qualify for the disregard on the basis of receipt of one-time TANF benefits or ancillary benefits such as transportation assistance, (and not to the receipt of monthly TANF income maintenance benefits?)

A4: Yes, the \$500 minimum dollar requirement applies only to one-time benefits, wage subsidies, and transportation. A person receiving regular monthly income benefits in the previous six months is eligible for the disallowance even if the amount received is less than \$500.

Q5: An individual who was never previously employed obtains his or her first job, but is still receiving a regular monthly income benefit from welfare. Is this individual entitled to the income disregard?

A5: Yes, the individual is eligible for the earned income disregard based on the following criteria: "Whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance to Needy Families **funded under Part A of title IV of the Social Security Act**, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare to Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500."

Q6: An individual is working but also receiving TANF benefits. If the individual's income increases, and as a result, the individual loses the TANF benefits, does the individual qualify for the income disallowance?

A6: Yes, the individual is eligible for the income disregard based on an increase in income as a result of new employment within six months of receiving TANF.

Q7: Does a family receive the benefit of the income disregard if the family experiences an increase in earnings within six months of receiving a non-cash TANF benefit, such as a \$600 payment to an auto shop for repairs to the tenant's car so she could start a new job?

A7: Yes, receipt of at least \$500 in TANF benefits is sufficient to trigger the disregard. To verify which benefits are funded under of the state's TANF program, contact your state or local welfare office.

Appendix D: Guidance on Earned Income Disregard

Q8: In determining a family's eligibility for the income disregard, must the member of a household who gets a job or increased earnings be the same member of the household who received TANF benefits?

A8: Yes. Only members of a qualified family who are also TANF recipients can receive the disregard based on the qualifying factor related to new employment or an increase in income during or within six months of receipt of TANF.

Q9: At reexamination, if some members of a household have increases in their income, and those household members are not entitled to the disregard, how does this affect the rent at the second twelve-month exclusion and phase-in period?

A9: Any increases in income of family members who are not eligible for the earned income disregard will be considered in determining the family's rent.

Q10: Is a tenant eligible for the income disregard if she obtains a job 2 months after completion of the coursework portion of a vocational school program while she is receiving job search and counseling assistance from the program?

A10: Yes. Because she is still receiving services from the training program, she has started a job during the program and is entitled to the disregard.

Q11: If a tenant who qualifies for the disregard gets a job after paying a zero rent, does her rent remain at zero for another 12 months (and then increase to half of what the rent obligation would have been if all her earnings were considered)?

A11: Yes. For example, if a tenant had no income for 12 months prior to getting a job she would meet the eligibility for the disregard as "previously unemployed." Her rent would remain zero for 12 months after her job began. In months 13 - 24 after her employment began, her rent would be based on half her earnings.

Q12: If a PHA does not perform interim reexaminations and increases rents only at the family's annual reexamination, why does EID begin on the first day of the month following the increase in earnings?

A12: According to the regulation, the exclusion actually begins on the date the family is first employed or first experiences an increase in income attributable to employment. However, for administrative and tracking purposes, the PHA can begin the exclusion on the first of the month following the employment or increase in income. Note: If a person who qualifies for EID begins employment or experiences an increase in income and fails to report this change, the PHA will count this time against the family member's exclusion period.

Q13: A tenant received TANF benefits of \$500 per month from March 2004 - August 2004, and at this point the tenant reached the state's TANF time limit and benefits were terminated. The tenant got a job making \$600/month for September through November 2004. At the end of November, the person quit that job and during the week before Christmas started a new job paying \$1200/month. Is the tenant eligible for the disregard when she reports her new earnings in January 2005?

A13: Yes. The tenant qualifies for the income disregard because the individual received TANF benefits within the 6-month period prior to January 2005. In addition, in the 12 months prior to

Appendix D: Guidance on Earned Income Disregard

beginning her new job, she earned only \$1,800, which is less than 500 hours at the federal minimum wage (currently \$2,575) so she is considered to be “previously unemployed.”

Q14: How many times in a 48-month period can a family qualify for the earned income exclusion?

A14: A family member can only receive a total of 12 months for 100% of the incremental increase disregard, and 12 months of the 50% disregard in his or her lifetime. The disregard only applies for a maximum of 4 years from the time it is first applied.

Q15: If a tenant is eligible for the earned income disregard, can the disregarded amounts be used in determining the cap for the childcare expense deduction?

A15: In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income; therefore, the disregarded amounts can not be used in determining the cap for the childcare expense deduction. (See definition of childcare expenses at 24 CFR 5.603.)

Example:

A resident is receiving the benefit of the new earned income disregard. Her salary is \$9,000/year, however, only \$3,000 of this amount is being included in annual income. The remaining \$6,000 is being disregarded. Childcare expenses for her four-year-old daughter total \$3,640/year. The resident’s childcare deduction is capped at \$3,000, because this is the amount that is included in annual income.

Appendix D: Guidance on Earned Income Disregard

Full Text of 24 CFR 5.617 Earned Income Disregard

Sec. 5.617 Self-sufficiency incentives for persons with disabilities--Disallowance of increase in annual income.

(a) Applicable programs. The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) Definitions. The following definitions apply for purposes of this section. Disallowance. Exclusion from annual income. Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

(c) Disallowance of increase in annual income--(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.

(d) Inapplicability to admission. The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

SAMPLE HOUSING QUALITY STANDARDS POLICY

Sponsors providing housing assistance with HOPWA funds are responsible for assuring that each unit occupied by a HOPWA program participant meets the Housing Quality Standards (HQS) requirements and community guidelines applicable to the type of housing assistance provided. Housing assistance activities to which these requirements apply are: Facility-Based Housing Assistance (FBHA), Permanent Housing Placement (PHP), Tenant-Based Rental Assistance (TBRA), and Short-Term Housing Assistance (STRMU and STSH).

Longer term housing assistance (FBHA and TBRA) requires a full inspection initially (prior to any security deposits or rental payments being made), and annually, as described in section 1 of this policy. STRMU does not require inspections, but does require certification of basic acceptability, using the Certification of Housing Quality for STRMU/PHP (Attachment 2 of this policy). One-time emergency STRMU payments may occur without certification, but either the certification or inspection must be completed within 30 days for any STRMU assistance continuing beyond four weeks during the calendar year. Sponsors providing PHP may complete either a full initial inspection (if PHP is used as a security deposit for a participant who will also receive TBRA) or the certification (for one-time payments). Short Term Supportive Housing¹⁴ facilities must be in alignment with the Emergency Shelter Program, Operations and Facility Accreditation Standards (Shelter Standards) in order to receive HOPWA funding.

Because it might be a real or perceived conflict of interest, any rental unit owned or managed by the project sponsor 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 sponsor staff. In this document, “sponsor” will refer to either the project sponsor or the sponsor’s contractor, as appropriate.

1. HQS for TBRA and FBHA

Guidelines/Categories of Inspections

¹⁴ The City of Cincinnati’s EMSA does not have any Short Term Supportive Housing facilities as of April 2020

Appendix F: Housing Quality Standards Policy

Inspections will be conducted and recorded using form HUD 52580-A. All persons performing HQS inspections 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, sponsor will also address significant deficiencies that become known by means other than an official inspection (e.g. home visits) within the same time standards.

All units must comply with all orders issued by any local governing body to enforce such local governing body's local building codes. Sponsor 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 sponsor's program.

For purposes of inspections, the term "HQS" refers to the Housing Quality Standards inspection.

There are five categories of inspections sponsors 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 HOPWA assistance. Before any initial assistance will be provided on behalf of a program participant, the sponsor must physically inspect each unit to assure that the unit meets HQS. Assistance will not be provided for units that fail to meet HQS.

Sponsor 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

Appendix F: Housing Quality Standards Policy

sponsor will notify the landlord to have the utilities turned on. After the landlord notifies sponsor that the utilities have been turned on, the sponsor 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.

Sponsor must inspect all units at least annually throughout the participants' residence to ensure that the units continue to meet HQS. Annual unit inspections shall be scheduled 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, sponsor staff may request the remedy on their behalf. Sponsor 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).

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. Sponsor staff will be notified and work with the participant to prevent further damages.

Sponsor 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.

Appendix F: Housing Quality Standards Policy

The sponsor should identify those complaints which involve an exigent situation that may endanger the participant's health or safety (see "Emergency Repair Items"), thereby requiring immediate inspection. Where possible, the inspection should be scheduled so that both parties are present. Upon inspection of the unit, a notice of needed repairs will be sent to the landlord and the participant if applicable, allowing reasonable time to make repairs, based on the severity and nature of the fail items (See "Time Standards for Repairs"). In cases where inspection confirms an immediate danger, sponsor will work with the participant to identify alternate accommodations until the deficiency has been remedied, and sponsor has verified that the danger no longer exists. If deemed necessary, sponsor will request that a separate inspection be made by the Local Building or Health Department.

When conducting a Complaint Inspection, sponsor will inspect only the items which were reported, but if the inspector inadvertently notices 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.

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. Sponsor inspects for evidence as to whether or not the participant is still living in the unit. Sponsor 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

Appendix F: Housing Quality Standards Policy

Upon completion of an inspection where fail items were discovered, sponsor 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.

Internal Controls shall be used to assure that rental payments are not issued for any unit not in compliance with HQS after the deadline given in the notice of needed repairs.

Extensions

Sponsor may approve an extension beyond 30 days for final repairs correcting non-life-threatening HQS deficiencies in cases where documentation confirms the landlord or participant has made a good faith effort to correct the deficiencies and is unable to do so for reasons beyond their control. Temporary measures may be required to mitigate issues while final repairs are in progress. The length of the extension will be determined on a case-by-case basis at the discretion of sponsor. For conditions that are life-threatening, the sponsor cannot grant an extension to the 24-hour corrective action period.

Reasons for an extension may include, but are not limited to:

1. An unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services;
2. Delays due to climate conditions;
3. Complexity or extensive nature of repairs which make it impossible to complete the repairs by the original due date;
4. Serious illness, death.

The request for an extension must be made in writing to the sponsor prior to the due date for repairs.

Re-inspection

Appendix F: Housing Quality Standards Policy

Sponsor 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 sponsor staff.

Re-inspections should be scheduled for soon after the deadline for the repair and no later than 35 days of notification of the failed inspection, depending on severity of the issue(s). Sponsor 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. Re-inspections will continue to be scheduled until it has been verified that repairs have been made and that the unit meets HQS, and sponsor will retain documentation of efforts to verify repairs in the participant file.

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.

The landlord is responsible for all other HQS violations.

Consequences if HQS Corrections Cannot Be Verified

If a unit fails re-inspection, or sponsor is unable to confirm within 30 days of the deadline for repairs that fail items have been corrected, sponsor will begin working with the participant to identify other acceptable housing. Sponsors should inform landlords of their responsibility to pass

Appendix F: Housing Quality Standards Policy

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, sponsor will normally require the participant make any repair(s) or corrections within 30 calendar days. Utility shut-offs must be corrected within 24 hours. Sponsor staff will adjust supportive services to work with the participant to prevent further damages.

Acceptability Criteria

Housing Quality Standards (HQS), as defined in 24 CFR 574.310(b), are the HUD minimum quality standards for housing provided with HOPWA program funds, However sponsors operating TBRA and FBHA projects with Greater Cincinnati HOPWA funds will adhere to the more stringent acceptability criteria of 24 CFR 982.401, as described 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

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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.¹⁵
 - 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

¹⁵ See attached Unit Size Guidance

Appendix F: Housing Quality Standards Policy

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.
 - 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.¹⁶

¹⁶ SPONSOR 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.

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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)¹⁷. If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

¹⁸

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 sponsor include (but are not limited to):

1. Sewage backup.

¹⁷ NFPA 74 has been incorporated into NFPA 72.

¹⁸ 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.

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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 sponsor 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. Sponsor will document receipt of any verbal confirmation of repairs in the participant file. All emergency repairs will be verified by sponsor by completing a re-inspection. If the subsequent inspection indicates that the repairs were not completed, sponsor should begin working with the participant to identify other acceptable housing in the event that repairs are not made.

2. HQS for Short Term Rent, Mortgage, and Utility Assistance

Inspection of units assisted with STRMU funds is not required to meet habitability standards, however, HOPWA funds should not be used to provide assistance to housing that is substandard. Sponsor must assess the unit and certify that the unit is decent, safe and sanitary, and that functioning smoke detectors are present. Sponsor must also complete the lead-based paint visual assessment for all units constructed before 1978 where residents will include a pregnant woman or child of 6 years or younger. One-time emergency STRMU payments may occur without certification, but either the certification or a full inspection must be completed within 30 days for any STRMU assistance continuing beyond four weeks during the calendar year. If the sponsor's assessment determines that a STRMU-assisted household is residing in substandard housing, the housing plan must include steps to correct any unit

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deficiencies, or a goal of moving the household to a unit that meets all Housing Quality Standards.

Unit Size Guidance

APPROPRIATE UNIT SIZE CHART

Unit Size	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10

Details on possible composition:

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)

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- 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 of the same sex (except for husband and wife, and children under the age of 6, who may share a sleeping room). A living room or dining room can be used as a sleeping room if the family chooses, but the housing provider may not require this arrangement.

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

Addendum: HOPWA COVID-19 Waiver Policy

CERTIFICATION OF HOUSING QUALITY FOR STRMU/PHP

This form may be completed in lieu of a complete inspection for units receiving Housing Opportunities for Persons with AIDS (HOPWA) Short Term Rent, Mortgage, and Utility (STRMU) Assistance, or Permanent Housing Placement (PHP) where subsequent HOPWA assistance is not expected.

A. GENERAL INFORMATION		
Participant Name		
Street Address		
City	State	Zip Code
Number of Children in Household Under 6		
B. HOUSING QUALITY		
Yes	No	
		The unit is decent, safe, and sanitary
		A functioning smoke detector is present in the unit
		If housing was constructed before 1978 and residents will include a pregnant woman or child under 6, the unit has passed a lead based paint visual assessment. (zero-bedroom units are exempt from lead-based paint requirements).
I certify that the information above is correct.		
Staff Member Signature		Date

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RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit#1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities Unit: Site: Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

_____ + _____ = _____
 Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:
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USE OF REGULATORY WAIVERS DURING COVID-19 OUTBREAK

On March 31, 2020, HUD issued a memorandum, *Availability of Waivers of Community Planning (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19*, which provided optional waivers of certain HOPWA regulatory requirements in an effort to provide additional flexibility to communities to prevent the spread of COVID-19 and better assist individuals and families, including those experiencing homelessness infected with the virus or economically impacted by the virus. Grantees were required to notify HUD of their intention to use this waiver flexibility no less than two days prior to beginning to use the flexibility. All provisions not specifically waived remain in full effect. The City of Cincinnati notified HUD on April 2 of the Cincinnati Eligible Statistical Metropolitan Area's (C-EMSA) intention to use the following waivers:

1. Self-Certification of Income and Credible Information on HIV Status

Requirement: Source Documentation for Income and HIV Status Determinations.

Citation: 24 CFR 574.530, Recordkeeping

Explanation: Each grantee must maintain records to document compliance with HOPWA requirements, which includes determining the eligibility of a family to receive HOPWA assistance.

Justification: This waiver will permit HOPWA grantees and project sponsors to rely upon a family member's self-certification of income and credible information on their HIV status (such as knowledge of their HIV-related medical care) in lieu of source documentation to determine eligibility for HOPWA assistance of families and grantees affected by COVID-19.

Applicability: Eligibility is restricted to a low-income person who is living with HIV/AIDS and the family of such person. This waiver is in effect for recipients who require written certification of the household seeking assistance of their HIV status and income, and agree to obtain source documentation of HIV status and income eligibility within 3 months of public health officials determining no additional special measures are necessary to prevent the spread of COVID-19.

Procedure: Project sponsors will continue to make reasonable efforts to obtain adequate documentation of participants' income and HIV status when it is obtainable, in order to avoid undue risk that a participant will be found to be ineligible at the end of the effective period of the waiver.

When project sponsors are unable to obtain source documentation of income, they will document efforts made to obtain them and why the COVID-19 outbreak prevented source documents from being obtainable. The project sponsor will also attempt to obtain a written or oral statement by a relevant third party, such as an employer. When oral statements are obtained, the project sponsor will document and certify the oral verification. If none of these forms of documentation are available, the project sponsor document efforts made to obtain them and why the COVID-19 outbreak prevented them from being obtainable, and the project sponsor will obtain a self-certification of income signed by the participant.

When adequate HIV documentation, as described in section 12 of the C-EMSA HOPWA Program Manual is not obtainable, project sponsor staff will either complete the Staff Certification form, have

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partner agency staff complete it, or have the participant sign the Self-certification form. The staff-certification form is to be used to document project sponsor or partner agency staff's first-hand knowledge of a participant's HIV status, or third-party oral verification from a current or past medical professional, testing center, case manager or other benefit program where HIV status has already been determined. The self-certification is to be used to document the client's own knowledge of their HIV status, medical treatment history, and information about the types of medication taken, etc. The appropriate form must document the credible information that supports the determination that the person is eligible, and/or include other source documentation that is credible evidence of the participant's HIV status.

Project sponsors will maintain an internal system for tracking which participants were admitted to the HOPWA project with inferior forms of documentation of income and HIV status, and will obtain adequate documentation that satisfies the requirements of section 12 of the C-EMSA HOPWA Program Manual as soon as possible, and no later than three months after public health officials determine that no additional special measures are necessary to prevent the spread of COVID-19. If, during that three month period, project sponsors are unable to obtain adequate documentation confirming a participant's eligibility, as described in section 12 of the C-EMSA HOPWA Program Manual, the participant will be exited from the HOPWA program, and directed to other non-HIV-specific program resources. Throughout this time, documentation should be placed in client records, stating clearly that the credible information on HIV status was accepted per the HOPWA waiver, and describing efforts taken to obtain adequate documentation. Without such documentation in place, project sponsors providing HOPWA assistance to clients who ultimately are shown to be ineligible based on HIV status may be subject to additional monitoring or payback requirements.

2. FMR Rent Standard

Requirement: Rent Standard for Tenant-Based Rental Assistance (TBRA).

Citation: 24 CFR 574.320(a)(2), Rent Standard

Explanation: Grantees must establish rent standards for their tenant-based rental assistance programs based on FMR (Fair Market Rent) or the HUD-approved community-wide exception rent for unit size. Generally, the TBRA payment may not exceed the difference between the rent standard and 30 percent of the family's adjusted income.

Justification: This waiver of the FMR rent standard limit permits HOPWA grantees to establish rent standards, by unit size, that are reasonable, and based upon rents being charged for comparable unassisted units in the area, taking into account the location, size, type, quality, amenities, facilities, management and maintenance of each unit. Grantees, however, are required to ensure the reasonableness of rent charged for a unit in accordance with §574.320(a)(3).

This waiver is required to expedite efforts to identify suitable housing units for rent to HOPWA beneficiaries and HOPWA-eligible families that have been affected by COVID-19, and to provide assistance to families that must rent units at rates that exceed the HOPWA grantee's normal rent standard as calculated in accordance with §574.320(a)(2).

Applicability: Such rent standards may be used for up to one year beginning on March 31, 2020.

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Procedure: Project sponsors will negotiate with landlords to obtain the lowest rent possible at all times. When project sponsors are unable to negotiate a rate that does not exceed the HOPWA payment standards, they will document that the rent is reasonable, and that it does not exceed 120% of the local HOPWA rent standard. Case notes must document that this flexibility was used to expedite efforts to identify suitable housing units for rent to HOPWA participants that have been affected by COVID-19, and to provide assistance to participants that must rent units at rates that exceed C-EMSA's rent standard.

Unit size	CMHA Payment Standards	Maximum Allowable Under COVID-19 Waiver
0 BR	\$ 624	\$ 749
1 BR	\$ 723	\$ 868
2 BR	\$ 951	\$ 1,141
3 BR	\$ 1,303	\$ 1,564
4 BR	\$ 1,498	\$ 1,798
5 BR	\$ 1,722	\$ 2,066
6 BR	\$ 1,947	\$ 2,336
7 BR	\$ 2,171	\$ 2,605

The waiver flexibility applies for the duration of any lease executed between April 4th 2020 and March 31, 2021. When the initial term ends and the lease is up for renewal, project sponsors will follow HUD guidance regarding recourse for rents that exceed the rent standard in effect at that time. It may be necessary to relocate the household to a new unit that does not exceed rent standard.

3. Property Standards for TBRA

Requirement: Property Standards for Tenant-Based Rental Assistance (TBRA)

Citation: 24 CFR 574.310(b), Housing Quality Standards

Explanation: This section of the HOPWA regulations provides that units occupied by recipients of HOPWA TBRA meet the Housing Quality Standards (HQS) established in this section.

Justification: This waiver is required to enable grantees and project sponsors to expeditiously meet the critical housing needs of the many eligible families that have been affected by COVID-19 while also minimizing the spread of the coronavirus.

Applicability: This waiver is in effect for one year beginning on March 31, 2020 for recipients and project sponsors that are able to meet the following criteria:

- a. The recipient or project sponsor is able to visually inspect the unit using technology, such as video streaming, to ensure the unit meet HQS before any assistance is provided; and

Addendum: HOPWA COVID-19 Waiver Policy

- b. The recipient or subrecipient has written policies to physically re-inspect the unit after the health officials determine special measures to prevent the spread of COVID-19 are no longer necessary.

Procedure: When using this waiver flexibility, project sponsors providing TBRA will complete initial housing inspections remotely using video streaming or recording, or photographs, prior to the payment of any security deposits or rents. Videos or photographs must include an indication of the date that the inspection occurred, for example a date stamp, oral mention of the date in the video, or a cell phone screen shot displaying the date. Remote inspection must include all areas of the unit in the detail required by the inspection form, including testing of smoke detectors and the lead-based paint visual assessment. Project sponsors will complete an inspection form using the video or photographs, and request additional images if any area is not included. The project sponsor must verify that all areas meet standards prior to passing inspection. Project sponsor staff will mark the inspection form as “provisional” and will indicate the remote method that was relied upon for completion. The participant record will also contain documentation of the COVID-19-related constraints that prevented the project sponsor from completing a physical inspection.

Project sponsors may postpone annual inspections until public health officials determine that no special measures are necessary to prevent the spread of COVID-19. The participant record will contain documentation of the COVID-19-related constraints that prevented the project sponsor from completing a physical inspection, along with documentation of attempts by the project sponsor to verify through video, photograph, or oral report by the participant, that the unit continued to meet housing quality standards; confirming in particular:

- a. smoke detectors are functioning;
- b. exterior doors and windows lock;
- c. heat, plumbing and appliances are in proper operating condition; and
- d. utilities are on.

During the period of time that special measures are required to prevent the spread of COVID-19, STRMU payments, and PHP payments that are not made in conjunction with TBRA, may be made without inspection or completion of the certification that the unit is decent, safe, and sanitary. However, project sponsors are encouraged to use alternative methods such as video or photographs to confirm the suitability of the unit, and must complete the certification within three months of public health officials determining that no additional special measures are necessary to prevent the spread of COVID-19, for all participants who continue to receive STRMU assistance after that time. Project sponsors are not expected to inspect or certify STRMU or PHP units after the fact if HOPWA assistance is no longer being provided.

When utilizing this waiver flexibility, each participant record must contain documentation of the COVID-19-related constraints that prevented the project sponsor from completing a physical inspection or certification.

Project sponsors utilizing this waiver flexibility will establish written procedures detailing how they will remotely inspect the unit using technology, and how documentation of the remote inspection will be maintained. The written procedures will also describe the project sponsors' procedure for tracking and ensuring that all units where the initial inspection was completed remotely or the annual

Addendum: HOPWA COVID-19 Waiver Policy

inspection was postponed are physically inspected as soon as possible following the lifting of restrictions to prevent the spread of COVID-19, and no later than March 31, 2021.

4. Space and Security

Requirement: Adequate Space and Security.

Citation: 24 CFR 574.310(b)(2)(iii), Space and security

Explanation: This section of the HOPWA regulations provide that each resident must be afforded adequate space and security for themselves and their belongings.

Justification: This waiver is required to enable grantees and project sponsors operating housing facilities and shared housing arrangements the flexibility to use optional appropriate spaces for quarantine services of eligible households affected by COVID-19. Optional spaces may include the placement of families in a hotel/motel room where family members may be required to utilize the same space not allowing for adequate space and security for themselves and their belongings.

Applicability: This space and security requirement is waived for grantees addressing appropriate quarantine space for affected eligible households during the allotted quarantined time frame recommended by local health care professionals.

Procedure: Project sponsors operating Facility-based Housing projects will encourage participants to socially distance while public health officials recommend such measures to prevent the spread of COVID-19. If the project sponsor determines that it is necessary to temporarily place a household in a hotel/motel room for quarantine, prior approval will be obtained from STEH, and the project sponsor will document in the participant record the reason that such measures were determined to be necessary. The cost of the hotel/motel room will be billed to leasing, and will not exceed the length of time recommended by local health care professionals for quarantine purposes.

Addendum: HOPWA COVID-19 Waiver Policy

Attachment 1: City of Cincinnati email to HUD Notifying of Intent to Use Waiver Flexibility

From: Tzillah, Aisha
Sent: Thursday, April 2, 2020 1:05 PM
To: CPD_COVID-19WaiverCOL@HUD.gov
Subject: Intent to use Waiver Flexibility

Dear CPD Field Office,

I am writing to notify you of the City of Cincinnati's intent to use the waiver flexibilities provided in the HUD Memorandum: *Availability of Waivers of Community Planning and Development (CPF) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19*. Please find below the information requested in the memorandum.

Requestor's name, title, and contact information:

Aisha Tzillah
Community Development Administrator, City of Cincinnati
Aisha.Tzillah@cincinnati-oh.gov

Declared-disaster area(s) where the waivers will be used:

ESG: Cincinnati, Ohio

HOPWA: Brown County, OH; Butler County, OH; Clermont County, OH; Hamilton County, OH; Warren County, OH; Boone County, KY; Bracken County, KY; Campbell County, KY; Gallatin County, KY; Grant County, KY; Kenton County, KY; Pendleton County, KY; Dearborn County, IN; Franklin County, IN; Ohio County, IN

CDBG, HOME: Cincinnati, Ohio

Date on which the grantee anticipates first use of the waiver flexibility:

April 4, 2020

Waiver flexibilities the City of Cincinnati and its subrecipients will use:

- Consolidated Planning Requirements – HOME, CDBG, ESG, and HOPWA Programs – Citizen Participation Public Comment Period for Consolidated Plan Amendment
- Consolidated Planning Requirements – HOME, CDBG, ESG, and HOPWA Programs – Citizen Participation Reasonable Notice and Opportunity to Comment
- ESG Program – HMIS Lead Activities
- ESG Program – Re-evaluations for Homelessness Prevention Assistance
- ESG Program – Housing Stability Case Management
- ESG Program – Restriction of Rental Assistance to Units with Rent at or Below FMR
- HOPWA Program – Self-Certification of Income and Credible Information on HIV Status
- HOPWA Program – FMR Rent Standard
- HOPWA Program – Property Standards for TBRA
- HOPWA Program – Space and Security

Please contact me if you require any further information.

Thank you,
Aisha Tzillah