



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

**Texas Department of State Health Services**  
**Housing Opportunities for Persons with AIDS**  
**Program Manual**  
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# PROGRAM MANUAL

## Section 1. Purpose and Use of the Manual

This manual contains a basic overview of the DSHS Housing Opportunities for Persons with AIDS (HOPWA) Program and its eligible activities and requirements. It 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](#). This manual provides guidance to:

- Texas Department of State Health Services (DSHS) Administrative Agencies (AAs) and Project Sponsors for program administration; and
- DSHS HIV Care Services Group staff for program monitoring and provision of technical assistance.

## Section 2. Program Rules

The HOPWA rules in 24 Code of Federal Regulations (CFR) §574 provide general standards for eligible activities such as determining program eligibility, housing quality standards, and standards regarding household rent payments. AAs and Project Sponsors must also comply with other state and federal policies, including, but not limited to:

- **Federal Fire Prevention and Control Act, Section 31**
- **Texas Health and Safety Code, Chapters 81 and 85**
- **2 CFR §200** et seq. – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- **2 CFR §2429** et seq. – Requirements for Drug-Free Workplace (Financial Assistance)
- **24 CFR §1** et seq. – Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development—Effectuation of Title VI of The Civil Rights Act of 1964
- **24 CFR §3** et seq. – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance
- **24 CFR §5** – General HUD Program Requirements; Waivers
  - **Subpart A** – Generally Applicable Definitions and Requirements; Waivers
  - **Subpart C** – Pet Ownership for the Elderly or Persons with Disabilities
  - **Subpart F** – Section 8 and Public Housing, and Other HUD Assisted Housing Serving Persons with Disabilities: Family Income and Family Payment; Occupancy Requirements for Section 8 Project-Based Assistance
    - **§5.609** Annual income.
    - **§5.611** Adjusted income.
    - **§5.617** Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.
  - **Subpart L** – Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- **24 CFR §6** et seq. – Nondiscrimination in Programs and Activities Receiving Assistance Under Title I of The Housing and Community Development Act of 1974
- **24 CFR §8** et seq. – Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development
- **24 CFR §35** et seq. – Lead-Based Paint Poisoning Prevention in Certain Residential Structures
- **24 CFR §50** et seq. – Protection and Enhancement of Environmental Quality
- **24 CFR §55** et seq. – Floodplain Management and Protection of Wetlands
- **24 CFR §58** et seq. – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
- **24 CFR §85** et seq. – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments
- **24 CFR §87** et seq. – New Restrictions on Lobbying
- **24 CFR §91** et seq. – Consolidated Submissions for Community Planning and Development Programs
- **24 CFR §100** et seq. – Discriminatory Conduct Under the Fair Housing Act
- **24 CFR §107** et seq. – Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063
- **24 CFR §135** et seq. – Economic Opportunities for Low- and Very Low-Income Persons
- **24 CFR §146** et seq. – Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance
- **24 CFR §574** et seq. – Housing Opportunities for Persons with AIDS

## Section 3. Program Definitions

- **Acquired Immunodeficiency Syndrome (AIDS)**

A medical diagnosis requiring a positive HIV test and a CD4+ cell count below 200 cells per microliter OR CD4+ cells account for fewer than 14 percent of all lymphocytes OR a diagnosis of one or more of the AIDS-defining illnesses.

- **Administrative Agency**

An entity that contracts with DSHS to administer the HOPWA Program and subcontracts with Project Sponsors for service delivery. The entity is responsible for ensuring that a comprehensive continuum of care exists in its funded area. This is accomplished through the management, distribution, and oversight of federal and state HIV care services funds as outlined in the [Ryan White Program Requirements for Service Delivery and Administrative Contracts](#).

- **Administrative Costs**

Costs for general management, oversight, coordination, evaluation, and reporting. 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. AA administrative costs are not an eligible expenditure.

- **Beneficiary(ies)**

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

- **Chronically Homeless Person**

Per 24 CFR §578.3, (1) An individual who: (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; (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 (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) 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. In HUD-funded programs, an HIV diagnosis is considered a disabling condition.

- **Eligible Individual**

The one low-income person living with HIV (PLWH) who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." When the PPR or CAPER asks for information on eligible individuals, report only this individual person. Where there is more than one PLWH in the household, the additional PLWH(s), would be considered a beneficiary(s).

- **Facility-Based Housing Assistance (FBHA)**

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.

- **Facility-Based Rental Assistance (FBRA) Services**

A rental assistance service similar to public housing that helps low-income households access affordable housing (see "Rental Assistance"). Unlike tenant-based rental assistance, the rental assistance subsidy is attached to a specific building or unit. If the Project Sponsor owns the facility, the rental assistance is classified as project-based rental assistance (PBRA). If the Project Sponsor leases the facility, the rental assistance is classified as master leasing.

- **Family**

Per 24 CFR §574.3, the program defines family as it is defined in 24 CFR §5.403. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A disabled family;
  - A displaced family; and
  - The remaining member of a tenant family.

Family 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 welfare, and the surviving member or members of any family described in this definition who were living in a unit assisted under the program with the PLWH at the time of their death. The language of these regulations, as amended by the "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule," ensures that HUD's core programs are open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. This means that any group of people that present together for assistance and identify themselves as a family – regardless of relationship, age, disability, or other factors – are considered to be a family and must be served together as such. Further, Project Sponsors cannot discriminate against a group of people presenting as a family based on the composition of the family, the age or disability of any family members, or the actual or perceived sexual orientation, gender identity, or marital status of any family members. The definition of "family" is flexible and, as such, HUD has broadly implemented the term "household" in place of "family."

**NOTE:** The old definition of "family," (persons related by blood or marriage) is not used. See "Household."

- **Gross Rent**

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.

- **HIV Service Delivery Area**

A geographic service area set by DSHS for the purpose of allocating federal and state HIV care services funds.

- **Household**

A single person or a group of persons residing together. See "Family." Any group of people that present 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, 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 (HIS)**

Counseling, information, and referral services dedicated to assisting eligible households locate, acquire, finance, and maintain housing.

- **Housing Stability**

The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See service outcome categories for TBRA, STRMU, FBHA, and Supportive Services in Section 14. Program Activities.

- **Human Immunodeficiency Virus (HIV)**

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**

These involve 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 rate established in HUD notices, such as the rate of ten dollars per hour. 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**

The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by Project Sponsors in dedicating assistance to eligible households. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.

- **Live-In Aide**

A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and welfare 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.

- **Master Leasing**

Applies to Project Sponsors that lease units (single or scattered site) from an owner and sublease the units to clients. Project Sponsors facilitate housing by assuming the tenancy burden for households that may not be able to obtain a lease on their own due to poor credit, evictions, or lack of income. Assistance is not portable or transferable.

- **Operating Costs**

Applies to facility-based housing that is owned by the Project Sponsor and currently open. Operating costs include day-to-day housing function and operation costs like maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and salary for staff costs directly related to the facility, but not staff costs for delivering services.

- **Outcome**

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**

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

- **Permanent Housing Placement (PHP) Services**

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.

- **Program Income**

Gross income directly generated from the use of HOPWA funds, including repayments.

- **Project-Based Rental Assistance (PBRA) Services**

A facility-based rental assistance service that is tied to units (site or scattered site) owned or controlled by a Project Sponsor. Assistance is not portable or transferable.

- **Project Sponsor**

Any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR §574.300. Project Sponsors are required to provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows:

HUD → DSHS → AA → Sponsor

- **Rental Assistance**

A housing assistance service that subsidizes the 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. HOPWA rental assistance can be tenant- or facility-based. All rental assistance services are subject to the following components:

- Housing Quality Standards Certification;
- Rent Standard and Rent Reasonableness Certification; and
- Rental Assistance Calculation.

Depending on local needs, rental assistance may be designed as transitional or permanent and include time limits. If a Project Sponsor establishes a time limit for rental assistance, they must collaborate with the AA to develop a local program policy that clearly defines the length of time households may receive rental assistance and include a protocol for notifying households about local time limits.

- **Resource Identification (RI)**

Activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives).

- **Roommate**

A roommate 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) Services**

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. The amount of assistance varies per household depending on funds available, need, and program guidelines.

- **Short-Term Supportive Housing (STSH) Services**

A type of facility-based housing assistance that provides temporary shelter to eligible households that are homeless. Services allow for an opportunity to develop an individualized housing plan to guide the household's linkage to permanent housing. Project Sponsors may provide assistance for up to 60 days in any six-month period. The amount of assistance varies per household depending on funds available, need, and program guidelines.

- **Supportive Services**

Supportive Services include, but are not limited to, health, mental health, assessment, substance use 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 PLWH. The DSHS HOPWA Program currently limits the use of Supportive Service funds to housing case management. Supportive Services may be provided in conjunction with HOPWA housing assistance or as a standalone service (Supportive Services Only).

- **Tenant-Based Rental Assistance (TBRA) Services**

A rental assistance service similar to the Housing Choice Voucher program that helps low-income households access affordable housing (see "Rental Assistance"). Unlike facility-based rental assistance, services are not tied to a specific unit, so households may move to a different unit without losing their assistance, subject to individual program rules.

- **Transgender**

Transgender is defined as a person who identifies with, or presents as, a gender that is different from the gender assigned to them at birth.

- **Transitional Supportive Housing (TSH) Services**

A type of facility-based housing assistance that provides up to 24 cumulative months of rental assistance to eligible households that are homeless or at risk of homelessness. Services allow for an opportunity to move households to permanent housing. The subsidy amount is determined in part based on household income and rental costs associated with the household's lease.

- **Veteran**

A 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 to active duty.



## Section 4. Program Purpose, Administration, and Overview

### 1. Program Purpose

The goals of the DSHS HOPWA Program are to help low-income PLWH and their households establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services.

### 2. Program Administration

DSHS administers the program, which is funded by annual formula grants from HUD. DSHS contracts with AAs in seven Ryan White Part B HIV Planning Areas encompassing 26 HIV Service Delivery Areas (HSDAs). AAs subcontract with Project Sponsors in each HSDA for statewide service delivery (see Appendix G: HSDA Map). The DSHS HOPWA Program serves all counties in Texas. DSHS selects AAs through a combination of competitive Requests for Proposals (RFP) and intergovernmental agency contracts. AAs act as an administrative arm for DSHS, with DSHS oversight, by administering the HOPWA program locally for a five-year project period.

### 3. Authorized Activities

DSHS authorizes the following program activities (see Section 14. Program Activities):

- A. Tenant-Based Rental Assistance (TBRA)
- B. Short-Term Rent, Mortgage, and Utility (STRMU)
- C. Facility-Based Housing Assistance (FBHA)
  - i. Short-Term Supportive Housing (STSH)
  - ii. Transitional Supportive Housing (TSH)
- D. Permanent Housing Placement (PHP)
- E. Housing Case Management
- F. Housing Information Services
- G. Resource Identification

## Section 5. Administrative Agency and Project Sponsor Roles and Responsibilities

### 1. AA Roles and Responsibilities

- A. AAs must comply with all federal and state regulations, policies, standards, and guidelines as specified in the contract and this manual.
- B. AAs must confirm that Project Sponsors manage program funds in compliance with HUD and DSHS regulations.
- C. AAs must assure that Project Sponsor administrative costs, including non-service and indirect costs, do not exceed seven percent of each Project Sponsor's total program allocation.
- D. AAs must ensure that Project Sponsors implement the program efficiently, effectively, and properly in each HSDA.
- E. AAs must collaborate with Project Sponsors to develop local program policies as needed. Local policies:
  - i. Should not conflict with federal and state regulations, policies, standards, and guidelines; and
  - ii. May address, but are not limited to, issues related to transitioning assisted households into the Housing Choice Voucher (HCV) Program or other affordable housing programs, establishing alternate STRMU Caps, and applying stricter program eligibility or service requirements beyond basic regulations. Project Sponsors may consult with local housing experts for policy development.
- F. AAs must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and subrecipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the AA and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. AAs should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons,

and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization's "code of conduct" for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](#).

## **2. Project Sponsor Roles and Responsibilities**

- A.** Project Sponsors must comply with all federal and state regulations, policies, standards, and guidelines as specified in the subcontract and this manual.
- B.** Project Sponsors must manage program funds in compliance with HUD and DSHS regulations and charge costs to the appropriate contract (costs incurred in one contract year cannot be paid with funds from a different contract year). Current and historical spending data should be used for service planning purposes. Throughout the program year, Project Sponsors should monitor expenditures to assure funds are available and not depleted prematurely. For example, service allocations could be divided monthly (1/12). In this way, Project Sponsors could determine the balance of available funds based on over- or under-spending in a given month and adjust current spending accordingly.
- C.** Project Sponsors must ensure administrative costs, including non-service and indirect costs, do not exceed seven percent of their total program allocation.
- D.** Project Sponsors must implement the program efficiently, effectively, and properly in their HSDA(s).
- E.** Project Sponsors must collaborate with the AA to develop local program policies as needed.
- F.** Project Sponsors must file Internal Revenue Service (IRS) Form 1099 for TBRA, STRMU, FBHA, and PHP rent payments to individuals and partnerships. If a Project Sponsor makes rent payments of \$600.00 or more to property owners in any calendar year, then they must report this to the IRS on form 1099-MISC, Box 1, "Rents" (Revenue Rule 88-53). To comply with this requirement, Project Sponsors must obtain the taxpayer identification number (TIN), social security number (SSN), or employer identification number (EIN) of all entities to which it will make rent payments. To accomplish this, Project Sponsors must issue IRS Form W-9 to all property owners. Form W-9 must be completed and returned to the Project Sponsor before any rent payments are made. Form 1099-MISC must be completed and issued to each "person" who has been paid \$600.00 or more in rent every calendar year. Persons include individuals and partnerships. Form 1099-MISC must be issued to the property owner by January 31st and submitted to IRS no later than February 28th. Form 1099-MISC does not need to be issued to corporations or utility vendors. Copies of IRS Forms W-9 and 1099-MISC as well as detailed instructions on their completion can be obtained from the IRS [website](#).  
**NOTE: DSHS Project Sponsors cannot pay clients directly.**
- G.** Project Sponsors must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and subrecipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the Project Sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Project Sponsors should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization's "code of conduct" for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](#).
- H.** Project Sponsors cannot charge households with any fees other than rent.
- I.** Project Sponsors cannot acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under §574, or commit or expend HUD or local funds for such eligible activities under §574, until the responsible entity (as defined in §58.2) has completed the environmental review procedures required by §58 and the Request for Release of Funds (RROF) and Certification have been approved. HUD will not release grant funds if DSHS commits grant funds (i.e., incurs any costs or

expenditures to be paid or reimbursed with such funds) before a Project Sponsor submits and HUD approves its RROF (where such submission is required). Project Sponsors must supply all available, relevant information necessary for the responsible entity to perform for each property any environmental review required by §574.510. Project Sponsors must also carry out mitigating measures required by the responsible entity or select alternate eligible property.

**NOTE:** DSHS Project Sponsors cannot use DSHS HOPWA Program funds to acquire, rehabilitate, convert, repair, dispose of, demolish, or construct property. DSHS Project Sponsors may only undertake activities determined to be exempt, categorically excluded not subject to §58.5, and categorically excluded subject to §58.5 where the proposed activity converted to exempt. Project Sponsors must consult with the AA and the AA must consult with DSHS to identify all environmental compliance actions for each proposed activity.

### 3. **AA and Project Sponsor Required Local Policies and Procedures**

As of this publication, DSHS requires AAs and Project Sponsors to have the following policies and procedures:

Administrative Agency Policies and Procedures	Project Sponsor Policies and Procedures
Anti-discrimination	Anti-discrimination and affirmative outreach
Confidentiality at the AA level	Confidentiality at the Project Sponsor level
Conflict of interest	Conflict of interest
Desktop and on-site monitoring	Grievances
Grievances of clients and bidders	Requiring application to HCV/other affordable housing
Procurement	Restrictive program eligibility criteria ( <i>if applicable</i> )
Project Sponsors that overspend/laps funds	Restrictive service qualifications ( <i>if applicable</i> )
	STRMU and other local service caps ( <i>if applicable</i> )
	Survivor grace periods
	Rent standard increase ( <i>if applicable</i> )
	Termination
	Waitlists for TBRA, STRMU, and FBHA services

## Section 6. Confidentiality

### 1. **Ensure Confidentiality**

Per 24 CFR §574.440, AAs and Project Sponsors must ensure the confidentiality of all records by developing a comprehensive local program policy for confidentiality and consistently following the procedures. The policy must define confidential data and protected health information (PHI), describe how confidentiality is maintained, and outline breach procedures, notification requirements, mitigation activities, sanction levels, and requirements for duty to warn or report. The policy must provide a confidentiality training schedule (annually at a minimum) and designate a staff member as responsible for privacy and security (e.g. Privacy or Security Officer, Overall Responsible Party [ORP] or Local Responsible Party [LRP], Privacy Liaison, etc.). The policy should explain measures the AA and Project Sponsor take to prevent unintentional disclosures, such as via agency logos or other identifying information on checks, letters, notifications, forms, envelopes, etc. that could imply a household member is living with HIV. For example, this could be accomplished by establishing a housing assistance checking account using a neutral account name such as “Housing Fund” or “Assistance Fund.” Additionally, the policy must comply with the DSHS HIV/STD Security Policies and Procedures located [here](#).

### 2. **Consent to Release and/or Obtain Confidential Information**

Prior to exchanging information with any other agency or entity, Project Sponsors must first secure a release of information from the client. There may be exceptions to client disclosure as required by law. **Form F: Consent to Release and/or Obtain Confidential Information** must be completed and signed by the client identifying specific individuals or organizations to which confidential information may be disclosed and must be resigned annually. In the absence of specific written authorization, information identifying an individual’s HIV status may not be disclosed by the Project Sponsor to any individual or organization.

**NOTE:** Use of Form F is optional – Project Sponsors may use their preferred Health Insurance Portability and Accountability Act (HIPAA)-compliant release of information form.

## Section 7. Ensuring Access to the Program

### 1. **Application Office Location**

Project Sponsors should have an easily accessible location(s) where households can apply for assistance.

### 2. **Providing Information About Housing Assistance**

Ryan White and State Services applicants should be informed of housing assistance services during intake and existing clients should be informed during routine medical, psychosocial, or other appointments. Project Sponsors should assess the housing needs of all clients. When a household requests housing assistance, the housing case manager should inform them of the program. At minimum, the information should include:

- HOPWA housing assistance available;
- The application process;
- Documentation needed to determine program eligibility and qualifications for specific program services;
- Current waitlist and priority populations, if applicable; and
- Potential interview dates and times.

### 3. **Methods of Taking Applications**

Project Sponsors can schedule appointments specifically for program applications. Applications can be completed during intake or routine appointments. To accommodate the needs of various households and assure proper use of staff resources, the Project Sponsor should offer the following options of taking applications:

#### A. **Regular Office Interviews**

The majority of interested households should be able to apply for the program during a Project Sponsor's regular business hours.

#### B. **Special Office Interviews**

If an interested household is unable to apply for the program during regular business hours, then a Project Sponsor should arrange an off-hour interview.

#### C. **Home Visit Interviews**

If, for whatever reason, an interested household is unable to interview at a Project Sponsor's application office, then the Project Sponsor should arrange an interview at the household's current residence or other agreed location.

The Project Sponsor should explore other housing assistance options that may be available to the applicant before utilizing HOPWA assistance and document any referrals and efforts to access other resources.

### 4. **Information Sharing**

Project Sponsors must share program information and eligibility criteria routinely with other HIV prevention and care agencies, local housing authorities, and other affordable housing programs in their HSDA(s). To accomplish this, Project Sponsors could post program information on their websites and social media platforms or distribute program information via pamphlets, fliers, and/or email lists. Project Sponsors must document how they shared program information each program year.

### 5. **Waitlists**

Project Sponsors must document unmet need beyond their service capacities by establishing waitlists for HOPWA-eligible households and maintaining a waitlist management tool (even if there are currently no waitlisted households). Project Sponsors must collaborate with the AA to develop a waitlist policy. The policy must specify how the waitlist is maintained and how waitlisted households are prioritized. Project Sponsors must categorize waitlisted households by the service category they need (i.e., TBRA; STRMU with additional STRMU subcategories for rent, mortgage, or utility costs; and FBHA), update their waitlists every three months at minimum, and include the dates households are added and removed.

## Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity

### 1. **Fair Housing Act**

The Fair Housing Act protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, religion, sex, age, national origin, familial status, or disability. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include zoning practices, new construction design, and advertising. For more information about the Fair Housing Act, visit HUD's Office of Fair Housing and Equal Opportunity [website](#). For fair housing outreach and marketing tools, visit HUD's Fair Housing Marketing [website](#). To file a fair housing complaint with HUD, visit HUD's File a Complaint [website](#). For additional fair housing information and resources in Texas, visit the Texas Department of Housing and Community Affairs Fair Housing [website](#).

### 2. **Affirmatively Furthering Fair Housing**

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal grantees further the purposes of the Fair Housing Act. DSHS supports AAs and Project Sponsors in their efforts to take meaningful actions that overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. 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. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." AAs and Project Sponsors must report efforts to Affirmatively Further Fair Housing in their Semi-Annual and Year-End Program Progress Reports (PPRs).

### 3. **Americans with Disabilities Act**

Per 24 CFR §574.603(a)(1), DSHS and Project Sponsors must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations in 28 CFR §35 (States and local government grantees) and §36 (public accommodations and requirements for certain types of short-term housing assistance).

### 4. **Affirmative Outreach**

Per 24 CFR §574.603(b), Project Sponsors must develop local program policies to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability, know of the availability of the HOPWA program, including facilities and services accessible to persons with a disability, and maintain evidence of implementation of the procedures.

### 5. **Reasonable Accommodations**

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. The Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, an owner with a "no pets" policy may be required to grant an exception to this rule and allow a household member who is blind to keep a guide dog in the residence. The Act also requires owners to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.



## Section 9. Violence Against Women Act Requirements

The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. 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. Specifically, an applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the 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, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.

### 1. TBRA and TSH Requirements

Per 24 CFR §574.604(a)(1), VAWA applies to TBRA and TSH services. VAWA provides protections and remedies for DSHS HOPWA Program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. The DSHS HOPWA Program uses standardized VAWA materials to assist Project Sponsors with meeting VAWA requirements. DSHS Project Sponsors are required to use the VAWA materials. The materials include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household's file. The materials are available in Spanish. Project Sponsors must enter their neutral program and/or fund name into each document before using them to attribute the documents to their programs and protect client confidentiality. As of this publication, the VAWA materials include:

**NOTE:** See Appendix K: VAWA Requirements for Rental Assistance Services.

VAWA Materials		English	Spanish	Format
VAWA	Certification Form	Yes	Yes	Word
VAWA	Emergency Transfer Form	Yes	Yes	Word
VAWA	Emergency Transfer Plan	Yes	Yes	Word
VAWA	Lease Addendum	Yes	Yes	Word
VAWA	Notice of Occupancy Rights	Yes	Yes	Word

#### A. Owners

Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer. Additionally, owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.

**NOTE:** To receive TBRA or TSH services, a household's lease must include a VAWA Lease Addendum. If a lease does not include a VAWA Lease Addendum, a Project Sponsor cannot approve the unit for TBRA or TSH services.

#### B. Survivors

In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow VAWA documentation and confidentiality requirements (see D. Request for Documentation; E. Permissible Documentation and Submission Requirements; and F. Confidentiality). Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household. Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

**C. Notification Requirements**

Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications. The Notice and Certification must be made available in multiple languages. The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections. In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

**D. Request for Documentation**

If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation of survivor status as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status. If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:

- i. Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
- ii. Deny housing assistance and supportive services to the applicant or beneficiary;
- iii. Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
- iv. At the Project Sponsor's discretion, extend the 14-business-day deadline.

**E. Permissible Documentation and Submission Requirements**

In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:

- i. The **VAWA Certification Form**, which:
  - a. States that the applicant or beneficiary is a survivor of domestic violence, dating violence, sexual assault, or stalking;
  - b. Describes the incident; and
  - c. Includes the name of the accused perpetrator if it is known and safe to provide; or
- ii. A document:
  - a. Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the survivor has sought assistance relating to the incident or the effects of abuse;
  - b. Signed by the applicant or beneficiary; and
  - c. That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
- iii. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- iv. At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.

If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the accused perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

**F. Confidentiality**

If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence. Project

Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the survivor in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program, or otherwise required by applicable law.

#### **G. Remedies**

- i. *Lease Bifurcation.* Owners may bifurcate a lease in order to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries. If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination. If the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary, Project Sponsors must provide a reasonable grace period to the survivor and remaining beneficiaries.

**NOTE:** See Section 17. Grace Periods for Surviving or Remaining Household Members.

- ii. *Emergency Transfers.* Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Project Sponsors must make the Plan available upon request and, when feasible, must make its plan publicly available. To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy. If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request. The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

#### **H. Prohibited Basis for Denial or Termination of Assistance or Eviction**

An applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the 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, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy. A beneficiary of the DSHS HOPWA Program may not be denied assistance 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 perpetrated by a household member, guest, or other person under the control of the household; and
- ii. A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

#### **I. 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 a serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident or good cause for terminating the assistance, tenancy, or occupancy rights under the DSHS HOPWA Program of the survivor or threatened survivor of such incident.



## **J. Limitations of VAWA Protections**

- i. VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
- ii. VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- iii. VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household 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 24 CFR §5.2003.
- iv. Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the accused 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 accused 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 beneficiaries.

## **2. STRMU and STSH Requirements**

Per 24 CFR §574.604(a)(2), VAWA does not apply to STRMU or STSH services except that an applicant or beneficiary may not be denied STRMU or STSH 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, dating violence, sexual assault, or stalking.

## **3. PHP Requirements**

Per 24 CFR §5.2009(e)(9), the VAWA Emergency Transfer Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Per 24 CFR §5.2009(c), Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor of domestic violence, dating violence, sexual assault, or stalking to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible (see Section 14. Program Activities, Permanent Housing Placement (PHP) Services, 2. Eligible Costs). For example, a Project Sponsor could pay a reasonable security deposit to move the survivor into other permanent or transitional housing.

# **Section 10. Housing Quality Standards**

Per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05, assisted units, including shared housing arrangements, must be safe, sanitary, and compliant with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing. Assisted units must also meet all Habitability Standards, Lead Safe Housing Rules, and Fire Safety Requirements. TBRA and TSH units must be inspected. STRMU, STSH, and PHP units do not require inspections, but households must certify their housing meets all standards and requirements. If a STRMU- or STSH-assisted household is residing in substandard housing, the housing plan should address any unit deficiencies or include a goal of moving the household to a unit that meets all Housing Quality Standards. Project Sponsors must complete [Form G: Housing Quality Standards Certification](#) before assisting a unit and annual eligibility recertifications. Also, the form must

be completed if household residency has changed. Inspections can be performed without specialized training. The standards and requirements should be interpreted in the best judgment of the housing case manager.

## 1. **Habitability Standards**

The standards, as defined in 24 CFR §574.310(b), include:

- A. *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
- B. *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- C. *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- D. *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- E. *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.
- F. *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.
- G. *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
- H. *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
- I. *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

## 2. **Lead Safe Housing Rules**

The regulations for lead-based paint in 24 CFR §35, require certain responses to potential lead-based paint hazards. Unless otherwise [exempt](#), if the structure was built prior to 1978, a child under the age of six is [expected to reside](#) in the unit, and the property has a [deteriorated paint](#) surface inside or outside the structure, the property cannot be approved until the surface is [appropriately controlled](#) and [cleared](#). If a child under the age of six has an [elevated blood lead level](#), see Appendix B: Lead Safe Housing Rules for additional instructions. Project Sponsors must use the following criteria to determine if a property can be approved or is deficient:

- A. What year was the housing built or most recently rehabilitated?
- B. Will a child under the age of six and/or a pregnant woman reside in the housing?
- C. Is the household the resident owner of the housing?
- D. Will the household lease or sublease the housing from an owner?
- E. Is the housing assistance expected to continue for more than 100 consecutive days?

If the housing was built or most recently rehabilitated before 1978, the household is the resident owner of the housing, and the housing assistance is expected to continue for more than 100 consecutive days, then the Project Sponsor must provide a [“Protect Your Family from Lead in Your Home”](#) pamphlet to the household. The client will initial [Form G: Housing Quality Standards Certification](#) if they received the pamphlet. If the housing was built or most recently rehabilitated before 1978, the household will lease or sublease the housing from an owner, and the housing assistance is expected to continue for more than 100 consecutive days, then the lessor and lessee must complete and attach the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” ([English](#) | [Spanish](#)). Note, if the lease agreement already includes a comparable disclosure, then obtain and attach a copy of said disclosure. If the housing was built or most recently rehabilitated before 1978, a child under the age of six and/or a pregnant woman will reside in the housing, and the housing assistance is expected to continue for more than 100 consecutive days, then the Project Sponsor must [visually assess](#) the housing and review the applicable lead [hazard reduction requirements](#). Housing case managers that perform visual assessments must complete the HUD Lead-Based Paint Visual Assessment Training (see Section 20. Program Technical Assistance and Trainings, 1. AA and Project Sponsor Required Trainings).

**NOTE:** Project Sponsors can determine the year the housing was built or most recently rehabilitated by performing a property search on the local county appraisal district website.

### 3. Fire Safety Requirements

The requirements for Fire Safety, as described in the Fire Administration Authorization Act of 1992, require smoke detector installation. Smoke detectors must be installed in accordance with National Fire Protection Association Standard 74, or more stringent local policies as applicable. Existing units must contain a single or multiple-station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments. Owners are responsible for providing and maintaining smoke detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide smoke detectors for mortgagors.

## Section 11. Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs

### 1. Collaboration with the HCV Program and Other Affordable Housing Programs

Project Sponsors must establish linkages and collaborative relationships with local HCV Program and other affordable housing program staff. The HCV Program and other affordable housing programs can be a vital resource for the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how the linkages and collaborative relationships are being accomplished (e.g., written cooperative agreements, protocols, correspondence, etc.). Other long-term housing assistance programs include, but are not limited to:

- A. [HOPWA Project-Based Housing or Tenant-Based Rental Assistance](#)
- B. [Housing Choice Voucher](#)
- C. [Veterans Affairs Supportive Housing](#)
- D. [Continuum of Care](#)
- E. [Public Housing](#)
- F. [HOME Investment Partnerships Program](#)
- G. [Section 811 Supportive Housing for Persons with Disabilities](#)
- H. [Section 202 Supportive Housing for the Elderly](#)
- I. [Low-Income Housing Tax Credits](#)
- J. [United States Department of Agriculture Housing Assistance](#)
- K. And other state and local resources, when available.

### 2. TBRA and TSH Requirements

- A. **Applying for the HCV Program and Other Affordable Housing Programs and Tracking Applications**

Project Sponsors must develop a local program policy that requires households receiving TBRA or TSH services to apply for the HCV Program and other affordable housing programs, renew applications as required, and accept assistance as offered. Additionally, Project Sponsors must develop an application tracking system. For example, a Project Sponsor could maintain a spreadsheet that includes an assisted household's HCV or other affordable housing program waitlist number with periodic check-in dates.
- B. **Households that Fail to Accept the HCV or Other Affordable Housing**

Local program policies must state that TBRA or TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program. This will reduce the TBRA and FBHA waitlists and provide timely services to other eligible households. Housing case managers must work closely with households receiving TBRA or TSH services and the local housing authority to assure that termination for this reason is rare. In special circumstances where accepting the HCV or other affordable housing would place an undue burden on the client, Project Sponsors may request a waiver to the policy using [Form J: Housing Choice Voucher/Other Affordable Housing Waiver](#), which must be approved by the AA on a case-by-case basis. Special circumstances include but are not limited to:

  - i. Client would have to move away household members who are important to their care or welfare;
  - ii. Client would have to move, but is too sick at the time to do so; or
  - iii. Client cannot find a suitable residence that will accept the HCV.

If a Project Sponsor will terminate a household for failure to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered, they must follow local program policies and procedures for termination as set forth in Section 16. Termination.

### 3. **STRMU and STSH Requirements**

As short-term intervention services, STRMU and STSH are not intended to provide continuous or perpetual assistance. Other types of long-term permanent housing assistance should be employed when household assessments indicate that little or no improvement of the conditions that caused the current housing instability are likely during or after the assistance period. Other long-term permanent housing assistance and/or programs are noted in 1. Collaboration with the HCV Program and Other Affordable Housing Programs. If a Project Sponsor determines that a STRMU- or STSH-assisted household needs ongoing rental assistance or other forms of long-term permanent housing beyond the assistance period to address immediate housing needs, Project Sponsors should connect households to the resources listed in this Section. Households that received STRMU or STSH services may transition to other types of HOPWA housing assistance services in conjunction with HOPWA Supportive Services if that assistance would better meet the household's assessed need.

## Section 12. Program Forms

The DSHS HOPWA Program uses standardized program and service forms to assist Project Sponsors with program enrollment and service delivery. DSHS Project Sponsors are required to use the DSHS HOPWA Program forms unless otherwise noted below. The forms include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household's file and housing case managers must complete forms accurately. Forms that require the signature of a household member are available in Spanish. As of this publication, DSHS HOPWA Program forms include:

**NOTE:** Use of Forms F, M, and N are optional – Project Sponsors may use their preferred HIPAA-compliant release of information form, budgeting form, or housing plan form. Excel documents should be viewed at 100 percent zoom.

Program Enrollment Forms		English	Spanish	Format
	File Structure Checklist	Yes	No	Word
Form A	Self-Declaration of Income	Yes	Yes	Word
Form B	Self-Declaration of Residency	Yes	Yes	Word
Form C	Household Income Eligibility Worksheet	Yes	No	Excel
Form D	HOPWA Program Agreement	Yes	Yes	Word
Form E	Demographic and Statistical Data	Yes	No	Word
Form F	Consent to Release and/or Obtain Confidential Information	Yes	Yes	Word
Form G	Housing Quality Standards Certification	Yes	Yes	Word
Service Forms				
<b>TBRA and/or TSH</b>				
Form H	Rent Standard and Rent Reasonableness Certification	Yes	No	Excel
Form I	Rental Assistance Worksheet	Yes	No	Excel
Form J	Housing Choice Voucher/Other Affordable Housing Waiver	Yes	No	Word
<b>STRMU and/or STSH</b>				
Form K1	STRMU Tracking Worksheet	Yes	No	Excel
Form K2	STSH Tracking Worksheet	Yes	No	Excel
<b>PHP</b>				
Form L	PHP Intent to Lease Worksheet	Yes	No	Word
<b>Supportive Services</b>				
Form M	Budget Worksheet	Yes	No	Excel
Form N	Housing Plan	Yes	Yes	Excel
Interim Recertification Forms (If applicable)				
Form O	Interim Recertification Worksheet	Yes	Yes	Word
Outcome Data and Program Disenrollment Forms				
Form P	Service Outcome Assessment and Program Disenrollment Worksheet	Yes	No	Word

## Section 13. Program Eligibility

### 1. Program Eligibility Criteria

Project Sponsors are responsible for determining the eligibility of households that apply for the program. In shared housing arrangements where two or more unrelated households live together, Project Sponsors should assess the eligibility of only the applicant household, not the eligibility of the other households. Households must meet the following criteria to be eligible for the DSHS HOPWA Program:

- A. At least one household member must be living with HIV (24 CFR §574.3);
- B. Household annual gross income cannot exceed 80 percent of area median income per the household's county of residence (24 CFR §574.3); and
- C. The household must reside in the Project Sponsor's HSDA (DSHS requirement).

### 2. Establishing Additional Program Eligibility Restrictions

Project Sponsors may establish additional eligibility restrictions for the program. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict program eligibility to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could restrict program eligibility to households in which a member is being discharged from an institution or some other specific situation.

### 3. Program Eligibility Confirmation and Documentation Requirements

Before applicant households are enrolled in the program, Project Sponsors must confirm their eligibility by obtaining complete and acceptable eligibility documentation. Eligibility documentation must be maintained in the household's file. Project Sponsors must notify households of their program eligibility (eligible or ineligible) in writing. Eligibility for participation in the program shall be confirmed by obtaining:

#### A. **Proof of HIV seropositivity for at least one household member**

*(Documentation must predate the initial eligibility certification date.)*

There are a number of different ways to document that a person is living with HIV. Proof of HIV may be found in laboratory test results or other forms of documentation that bear the client's name. Examples of acceptable forms of eligibility documentation are provided below. This is not a complete list.

**NOTE: HIV testing technology changes rapidly and standards for HIV confirmation continue to evolve. Project Sponsors must stay informed of advances as newer tests may also provide proof of HIV.**

- i. Positive result from HIV screening test (Multi-Spot, HIV 1/2 Combo Ab/Ag Enzyme Immunoassay [EIA]);
- ii. Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NAAT);
- iii. Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g. viral load test);
- iv. Report of detectable HIV "viral load" that includes the name of the client;
- v. A signed statement from a physician, physician's assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the person;
- vi. A completed THMP Medical Certification Form signed by the physician; or
- vii. A hospital discharge summary documenting that a person is living with HIV.

Client records from a client's previous service provider may be used for the purpose of confirming the client's program eligibility if those records contain one of the forms of proof listed above.

#### B. **Proof of gross income for all household members 18 years of age and older**

*(The DSHS HOPWA Determining Household Annual Gross Income Guide outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions. Documentation must be complete and cover the 30 days preceding the eligibility certification or recertification date.)*

- i. Per 24 CFR §5.609, income includes, but is not limited to:



- a. Gross wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
- b. Net income from operation of a business or from rental or real personal property
- c. Interest, dividends and other net income of any kind for real personal property
- d. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts except as provided in line 14 of Annual Income Exclusions
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay except as provided in line 3 of Annual Income Exclusions
- f. Temporary Assistance for Needy Families (TANF), including amounts designated for shelter and utilities
- g. Alimony, child support payments, and regular contributions from organizations or from persons not residing in the dwelling
- h. All regular pay, special pay and allowances of a member of the Armed Forces except as provided in line 7 of Annual Income Exclusions.
- ii. Project Sponsors must use **Form C: Household Income Eligibility Worksheet** to document and annualize household gross income and determine household income eligibility for the program. Form C must be completed before initial eligibility certifications and annual eligibility recertifications. Also, the form must be completed if household eligibility factors have changed.
- iii. If any household member 18 years of age and older reports that they have zero income or have attempted but cannot obtain third party proof of income, the household member must complete and sign **Form A: Self-Declaration of Income**.
- iv. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

**C. Proof of current residency for all household members 18 years of age and older**

*(The household must reside in the Project Sponsor's HSDA. Documentation must be current as of the eligibility certification or recertification date.)*

- i. Documentation evidencing tenancy includes a lease naming the household member as the leaseholder or occupant. Documentation must include an address in the Project Sponsor's HSDA.
- ii. Documentation evidencing ownership of encumbered property includes a deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible person or a resident member of the household as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible person or a resident member of the household as the property owner/debtor. Documentation must include an address in the Project Sponsor's HSDA.
- iii. Documentation evidencing a utility account in a household member's name with a utility vendor. Documentation must include an address in the Project Sponsor's HSDA.
- iv. If any household member 18 years of age and older reports that they do not have a fixed address or have attempted but cannot obtain third party proof of current residency, the household member must complete and sign **Form B: Self-Declaration of Residency**.

**NOTE:** Form B is only used for program eligibility determination purposes. It cannot be used as a supporting document for housing assistance payments. Households must receive services in the HSDA in which they reside per their proof of residency. However, DSHS may make exceptions on a case-by-case basis, if justified and with advance written approval from DSHS.

**4. Annual and Interim Program Eligibility Recertifications**

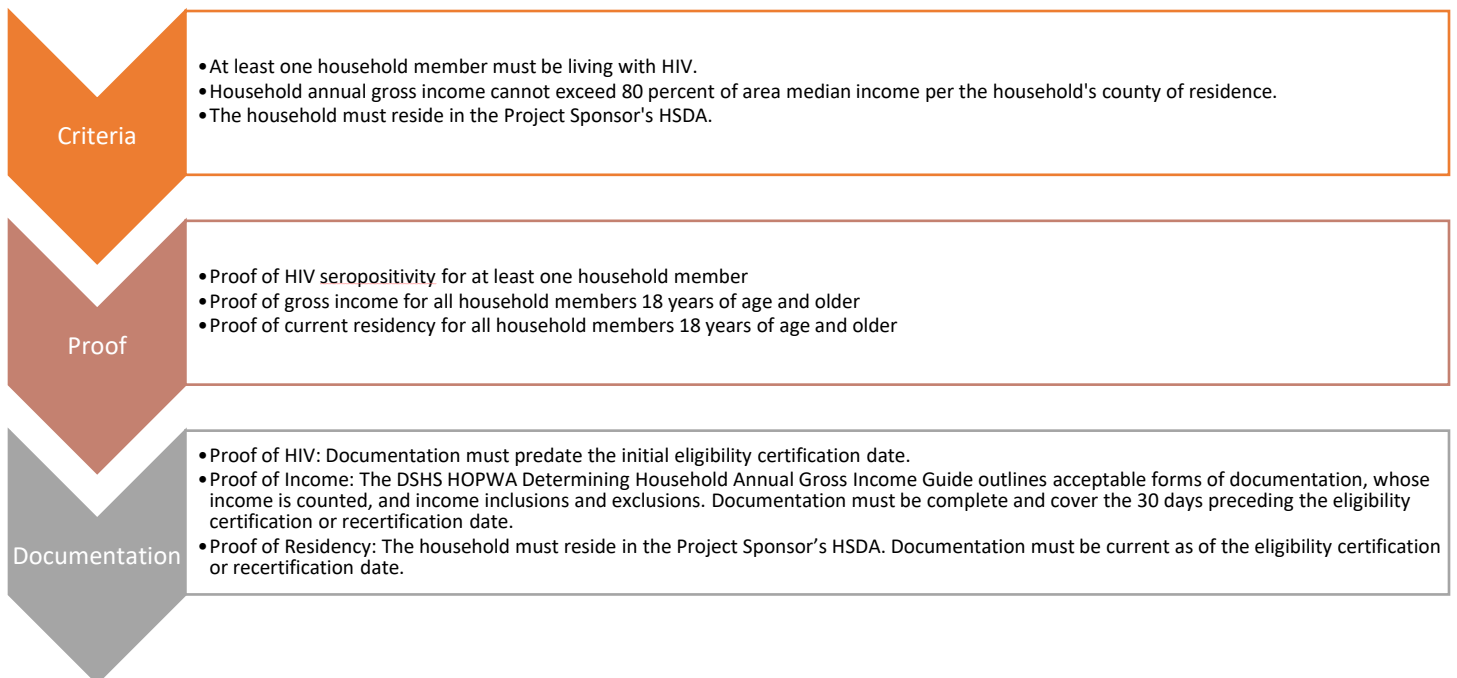
**A. Annual Eligibility Recertifications**

After an initial eligibility certification, household program eligibility must be recertified annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual eligibility recertifications, households must provide proof of gross income and current residency per the Program Eligibility Confirmation and Documentation Requirements above. Also, all Program Enrollment and applicable Service forms must be completed again.

## B. Interim Eligibility Recertifications

Household program eligibility must be recertified if household eligibility factors have changed during an annual eligibility period. Project Sponsors must complete [Form O: Interim Recertification Worksheet](#) if household income, residency, and/or composition have changed and the household will remain in the program. Form O provides instructions for documenting the changes, describes how the changes affect household program eligibility, and notes which program forms must be updated and attached as a result of the changes. A change in household income, residency, or composition may affect other program eligibility criteria and rental assistance components. Project Sponsors must follow the instructions on Form O carefully to ensure proper documentation all possible changes.

- i. *Change in Household Income.* The DSHS HOPWA Program defines a change in income as \$200.00 or more per month to align with HUD's [Occupancy Requirements of Subsidized Multifamily Housing Programs](#), (see Chapter 7: Recertification, Unit Transfers, and Gross Rent Changes, Section 2: Interim Recertification). Nonetheless, households may request an interim recertification for a change in income of any amount at any time during an annual eligibility period. Attach documentation of the change in income to Form O (documentation must be complete and cover the 30 days preceding the interim recertification date). If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Form C for all households.
- ii. *Change in Household Residency.* Attach documentation of the change in residency to Form O (documentation must be current as of the interim recertification date). If the household is outside of the Project Sponsor's HSDA, program services will end immediately and the household may seek services from the HOPWA provider in their new HSDA. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms H and I for TBRA or TSH households and Forms C and G for all households.
- iii. *Change in Household Composition.* Attach eligibility documents for all new household members 18 years of age and older to Form O. If the household does not include a household member living with HIV, the household is no longer eligible for the program unless the household qualifies for the Project Sponsor's grace period. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Forms C and E: Additional Beneficiaries data for all households.



## Section 14. Program Activities

### Housing Assistance and Supportive Services

To qualify for DSHS HOPWA Program housing assistance and supportive services:

- The household must first meet program eligibility requirements (see Section 13: Program Eligibility);
- The household must express understanding of program goals, program eligibility, service requirements, and rights and responsibilities and consent to program enrollment by signing [Form D: HOPWA Program Agreement](#);
- The household must provide [Form E: Demographic and Statistical Data](#) for all household members;
- The assisted unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards); and
- A Project Sponsor must obtain the owner's IRS Form W-9 before a check is issued for rent under TBRA, STRMU, FBHA, or PHP.

#### 1. To receive TBRA services

- A. The household must already be housed;
- B. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
- C. At least one household member must be named on the current lease or utility bill; and
- D. The current lease must include a [VAWA Lease Addendum](#).

#### 2. To receive STRMU services

- A. The household must already be housed;
- B. The household must provide proof of a recent short-term emergency event that jeopardizes housing stability;
- C. At least one household member must be named on the current lease, mortgage, or utility bill; and
- D. The household can receive only 21 weeks of assistance in a 52-week period (local Caps may apply).

#### 3. To receive STSH services

- A. The household must be homeless;
- B. The household can receive only 60 days of facility-based assistance in a six-month period (local Caps may apply).

#### 4. To receive TSH services

- A. The household must be homeless/at risk of homelessness;
- B. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent;
- C. At least one household member must be named on the current lease or utility bill;
- D. The current lease must include a [VAWA Lease Addendum](#); and
- E. The household can receive only 24 months of facility-based assistance (local Caps may apply).

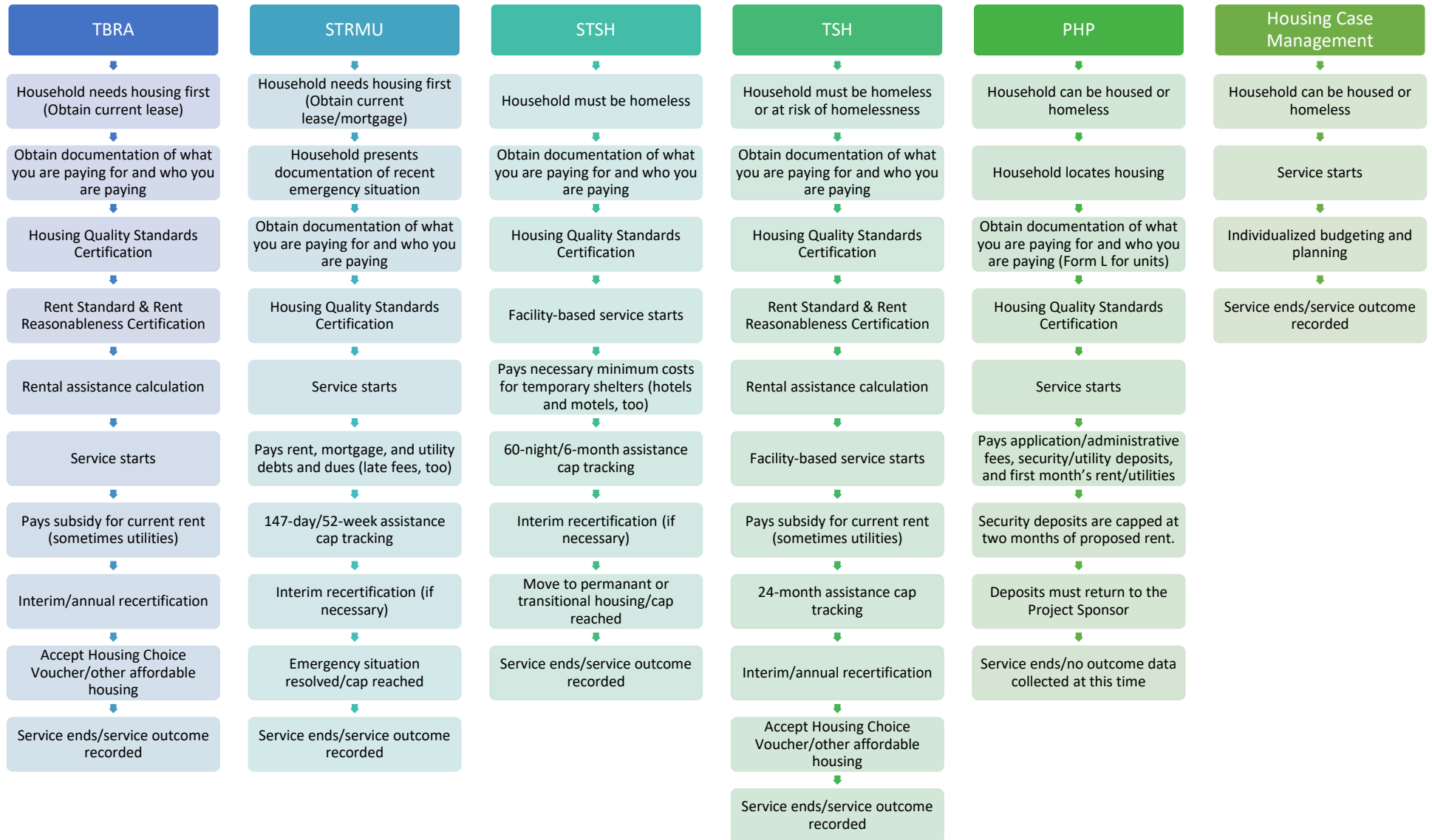
#### 5. To receive PHP services

- A. The household can be housed or homeless;
- B. The household must locate housing; and
- C. At least one household member must be named on [Form L: PHP Intent to Lease Worksheet](#) for initial move-in costs.

#### 6. To receive Housing Case Management services

- A. The household can be housed or homeless; and
- B. The household must collaborate with their housing case manager to develop and comply with a comprehensive housing plan to achieve permanent sustainable housing and adhere to medical care.





<b>Program Services (right) and Eligible Costs (below)</b>	<b>A. TBRA Services</b>	<b>B. STRMU Services</b>	<b>C. STSH Services</b>	<b>D. TSH Services</b>	<b>E. PHP Services</b>	<b>F. Housing Case Management</b>
<b>1. Rent payments (for households with a lease)</b>	Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income.	Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income. Assistance is facility-based and capped at 24 cumulative months.	No	No
<b>2. Mortgage payments (but not down-payment support for new units)</b>	No	Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	No	No	No
<b>3. First month's rent and security/utility deposits; credit checks</b>	Yes, if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA).	No	No	Yes, if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TSH).	Yes, Application fees, related credit checks, utility hookup fees and deposits, first month's rent, and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent.	No
<b>4. Utility payments (gas, electric, water and sewer)</b>	Yes, if part of the rental payment.	Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	Yes, if part of the rental payment.	Yes, but only for utility hookup fees and deposits and processing costs.	No
<b>5. Information and/or support to locate and apply for housing assistance</b>	No	No	No	No	Yes, such as support and help to complete housing applications, and eligibility screenings for tenancy or utilities for these units.	Yes, such as counseling and help to develop a housing service plan to establish stable permanent housing.
<b>6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units</b>	No	No	No	No	No, however programs may coordinate with leveraged resources and donations for these purposes.	No
<b>7. Other elements</b>	No	Yes. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing.	Yes. Pays necessary minimum costs for temporary shelters, including hotels and motels, if within the 60-day limit. Pays facility-based operating and leasing costs.	No	Yes. Life skills and housing counseling on unit cleaning, maintenance and household budgeting. Rental and utility arrears or other past expenses if a household must pay them to secure a new unit.	Yes. Help to access other benefits, such as health-care and other supportive services.

## Tenant-Based Rental Assistance (TBRA) Services

### 1. Purpose

TBRA is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market until they are able to enroll in the HCV Program or other affordable housing programs. Under TBRA, the household selects a housing unit of their choice. If the household moves out of the unit, payments to the owner will end and the household can move with continued assistance to another unit. TBRA is portable and moves with the household. TBRA households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

### 2. Eligible Costs

Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that may be paid to both the owner and to the utility vendor (see 8. Calculating Monthly Household and Project Sponsor Rent Payments and see 9. Utility Allowances and Reimbursements below). TBRA only pays current rental costs. In rare circumstances, TBRA can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

### 3. Ineligible Costs

TBRA cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TBRA cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

**NOTE:** Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

### 4. Establishing Additional Service Restrictions

Project Sponsors may establish additional service restrictions for TBRA. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict TBRA services to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could establish a cap on the amount of time a household can receive TBRA services. Or, a Project Sponsor could restrict TBRA services to waitlisted households or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

### 5. Housing Status

Households must present evidence of tenancy in the private unassisted housing market. TBRA is designed to alleviate the rent burden of low-income households. As such, TBRA may not be used to assist mortgagors, homeless households, or households moving into a new housing arrangement.

#### A. Rent

To receive TBRA services, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a

valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for TBRA services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

## **B. Utilities**

In the event a household receiving TBRA services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history may 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 TBRA utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

## **6. Occupancy Standards**

The intent of TBRA Occupancy Standards is to provide:

- A.** The smallest number of bedrooms needed by a household without overcrowding and
- B.** Guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- A.** Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- B.** Size must be consistent with space requirements under the Housing Quality Standards (HQS).
- C.** Size must be applied consistently for all households of like size and composition.
- D.** A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
- E.** A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
- F.** Any live-in aide must be counted in determining the size.
- G.** Two elderly or disabled household members may be given separate bedrooms.

When determining the unit size that a household qualifies for, Project Sponsors may grant an exception to the standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household's file. The DSHS HOPWA Program uses the [HOPWA Rental Assistance Guidebook](#) to regulate allowable unit sizes.

<b>TBRA Occupancy Standards: Permissible Unit Sizes</b>			
<b>Bedrooms</b>	<b>Minimum Number of Household Members</b>	<b>Maximum Number of Household Members</b>	<b>Maximum Occupancy if the Living Room is Used as a Sleeping Area</b>
<b>0</b>	1	1	4
<b>1</b>	1	2	4
<b>2</b>	2	4	6
<b>3</b>	4	6	8
<b>4</b>	6	8	10
<b>5</b>	8	10	12

## 7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TBRA-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. When choosing a rent standard, Project Sponsors must refer to the Occupancy Standards (see 6. Occupancy Standards above) to determine the number of bedrooms a household qualifies for, then select the corresponding rent standard. A household may occupy a unit that is smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but occupies a one-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. An important point about the rent standard is that it includes both rent *and* utilities, or the "gross rent." Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- Rent being requested by the owner;
- Basic utilities included in the rent to the owner; and
- Basic utilities to be paid separately in addition to the rent paid to the owner.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Project Sponsors should account for unit location, size, type, age, amenities, and utilities provided by the owners.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete [Form H: Rent Standard and Rent Reasonableness Certification](#) for each proposed unit before TBRA services start and annual eligibility recertifications. Also, the form must be completed if household residency or rent have changed. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TBRA services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher.

**NOTE:** Project Sponsors must attach documentation of rent standard and rent reasonableness values to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

**NOTE:** Before using an exception rent standard, Project Sponsors must obtain a copy of the exception rent standard table and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still effective and that the proposed unit is located within the exception area.

**NOTE:** The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA services.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

## 8. Calculating Monthly Household and Project Sponsor Rent Payments

TBRA pays the difference between the contractual rent to the owner and the household's calculated rent payment. Project Sponsors make rental assistance payments directly to property owners and, in rare circumstances, to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) 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 [Determining Household Annual Adjusted Income Guide](#) outlines acceptable forms of deduction verification and deduction calculation guidance. To accurately calculate the household's monthly rent payment to the owner and the Project Sponsor's monthly rental assistance payment to the owner, Project Sponsors must complete [Form I: Rental Assistance Worksheet](#) before TBRA services start and annual eligibility recertifications. Also, the form must be completed if household eligibility factors or rent have changed. The Project Sponsor's monthly payments to the owner and to the utility vendor depend on the contractual rent to the owner and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below).

## 9. Utility Allowances and Reimbursements

Households receiving TBRA services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the owner. Households only receive an allowance for utility costs that are not paid by another source. Allowances are prorated in shared housing arrangements. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. Project Sponsors must use the allowance for the actual number of bedrooms the household will occupy, not the number of bedrooms the household qualifies for per the Occupancy Standards. In the event a household's allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor in the form of a utility reimbursement. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

## 10. TBRA Outcome Measures

To measure the effectiveness of TBRA services, Project Sponsors must record household destination outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Destination	Outcome
Continued to the next year Private housing Other HOPWA Other subsidy Institution	<i>Stable/Permanent Housing</i>
Temporary housing Emergency shelter/Streets	<i>Temporarily Stable/Reduced Risk</i>
Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>



## Short-Term Rent, Mortgage, and Utility (STRMU) Services

### 1. Purpose

STRMU provides short-term, stabilizing interventions to households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings, and when utilized together with other efforts, including access to health care services, case management, benefits counseling, and employment or vocational services, works to stabilize assisted households.

HUD and DSHS seek to foster long-term solutions to housing instability for households receiving time-limited housing assistance. Stand-alone STRMU payments are likely to create only a temporary solution for an unstable living arrangement unless connected to a long-term housing stabilization plan. Project Sponsors are encouraged to coordinate related housing efforts to assess the on-going housing needs of these households and provide access to other permanent housing options for HOPWA-eligible persons and their households as appropriate.

Individual housing and services plans include an assessment of the household's current resources and establishment of longer-term goals for the assisted household. When appropriate, these goals should involve efforts to restore self-sufficiency, develop job skills necessary for gainful employment, access public benefits, and/or enhance educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individual housing and services plans also serve as documentation that grantees and project sponsors have met the requirements for on-going assessments of housing assistance and supportive services in 24 CFR §574.500.

### 2. Eligible Costs

STRMU pays rental, mortgage, and utility debts and dues. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the rent or mortgage payment. However, if they are able, households should pay a portion of their housing costs as any portion paid by the household does not count against the 21-week STRMU benefit ceiling.

### 3. Ineligible Costs

STRMU cannot be provided to households receiving rental assistance for the same period of time from HOPWA or another federal, state, or local housing assistance program. For example, STRMU cannot pay the portion of rent that a household is responsible for if they are enrolled in the Housing Choice Voucher Program or receiving another type of rental assistance.

STRMU is established in statute to prevent a household from becoming homeless and, therefore, can only be used to prevent eviction from or the loss of a housing unit that is occupied by qualified persons. Accordingly, STRMU can only be used to assist someone currently in housing as an intervention to prevent homelessness. STRMU assistance cannot be provided to a household that is homeless. STRMU may not be provided to assist households in moving into a new housing arrangement. STRMU may not be used for moving assistance, security and utility deposits, or first month's rent.

In addition, STRMU mortgage assistance may not be used for the following activities: Support for an open line of credit or loan that was secured by the house; taxes and insurance paid separately after the first or second mortgage is paid in full; assistance for payment towards personal loans or credit debts secured against the unit; assistance for a second mortgage when the first mortgage payments are not current; or down-payment assistance to support purchase of new unit.

Furthermore, the costs of household supplies; furnishings; automobile/transportation repairs; and telephone, internet, and cable services are not eligible under STRMU.

**NOTE:** Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

#### **4. Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for STRMU. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict STRMU services to households experiencing specific types of emergencies or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

#### **5. Housing Status**

Households must present evidence of residing in housing where they are either a tenant or mortgagor. STRMU is designed to help renters and homeowners remain in their current residence. As such, STRMU may not be provided to assist homeless households or households moving into new housing arrangements.

##### **A. Rent**

To receive STRMU rental assistance, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for STRMU rental assistance. The following documents can also be used, but they are not preferred forms of documentation:

- Documentation that the individual has been responsible for rental payments (e.g., rental receipts, a cancelled check, or a copy of a money order from the tenant to the owner would satisfy this condition).
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of tenancy would also be satisfactory.
- If not named on the lease, any written documentation from the owner that the individual is a legal resident of the property.

##### **B. Mortgage**

To receive STRMU mortgage assistance, households must demonstrate that they are the resident owner of mortgaged real property. Satisfactory evidence of ownership of encumbered property includes: A deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible individual or other household member as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible individual or other household member as the property owner/debtor. Project Sponsors should complete a careful assessment and an individual housing and services plan to determine that a household is able to maintain payments on mortgages after the period of assistance ends.

STRMU mortgage assistance may include costs for property taxes, insurance, and condo fees in some situations. Most homeowners are required to pay property taxes, mortgage insurance premiums, and/or fire and hazard insurance premiums as part of their monthly mortgage payment. For example, the Federal Housing Administration (FHA) requires that a homeowner's monthly payment include property taxes, special assessments (if applicable), flood insurance (if applicable), and fire or other hazard insurance premiums in addition to principal and interest (see 24 CFR §203.22 - §203.24). These additional charges are held in escrow for payment by the lender on behalf of the homeowner. Other forms of financing allow a mortgagor to pay for taxes, insurance, and condo fees separately. For STRMU, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses may be included in STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement may not be



paid. Other forms of assistance, such as homeownership programs, may provide alternative forms of support for costs not included on the mortgage payment statement.

STRMU mortgage assistance may include costs related to second mortgages. As a general matter, a second mortgage represents a lien on real property. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, among others) may lead homeowners to foreclosure and eviction. STRMU provides short-term mortgage payments regardless of priority (i.e. the first or second mortgages) to eliminate the threat of homelessness for an adequately housed eligible person.

**C. Utilities**

To receive STRMU utility assistance, a household must present evidence of residing in the private unassisted unit legally and a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit, or lack of rental history may 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 utility assistance based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for utility payments.

**6. Evidence of Need**

STRMU is needs-based and intended to benefit HOPWA-eligible households that are experiencing a financial crisis arising from their HIV health condition or a change in economic circumstances. To qualify for STRMU, households must provide proof of a recent short-term emergency situation that jeopardizes housing stability. Additionally, households must demonstrate that they do not have the resources to meet their rent, mortgage, or utility costs and that they would be at risk of homelessness in the absence of STRMU. When a household is unable to make payments for monthly housing costs, STRMU may be used for costs that cannot be paid or reimbursed by other available resources. Project Sponsors must assess that the household's needs are for actual costs, that other resources such as household income are not reasonably available to pay the housing costs, and that STRMU will alleviate the payment delinquency so as to avoid homelessness and result in, at least, temporary stability for that household. Project Sponsors should also ensure that the household's on-going housing needs are assessed in connection with the development of an individual housing and services plan for the household.

Project Sponsors should establish a reasonable basis to quantify and verify the need for STRMU services. Also, Project Sponsors should be able to describe the unforeseen emergency and explain how it prevents or will prevent the household from paying housing costs. A household budget review of these costs and assessment of inability to meet such costs should be completed by a housing case manager and documented in the household's file. Examples include, but are not limited to:

- A.** A record of actual monthly bills for recurring costs, and evidence of the limited nature of household income along with limited available financial resources (i.e., balance on bank accounts).
- B.** A housing case manager's assessment of "need" which includes a variety of elements such as current, previous, and future month's financial situation, employment and benefits status, and HIV health-related conditions.

STRMU: Examples of Need	
Acceptable:	Unacceptable:
<ul style="list-style-type: none"> <li>Household experiences a sudden loss of income due to changes in health</li> <li>Household has lost employment</li> <li>Household loses a source of income when household composition changes</li> <li>Household faces extraordinary and unexpected out of pocket health care costs</li> </ul>	<ul style="list-style-type: none"> <li>Credit card debt for expenditures of a personal nature such as vacations, holiday gifts, home furnishings, personal grooming, pets etc.</li> <li>Automobile repairs or payments (unless essential for regular employment or full-time education, and where public transportation is inadequate)</li> <li>Payment of child support or alimony</li> <li>Payment of telephone, cell phone, or internet bill</li> <li>Payment of tickets, fines, or restitution</li> <li>Payment of personal loans or other financial obligations, other than rent, mortgage, or utilities</li> </ul>
<b>NOTE:</b> This is a non-exhaustive list.	

Documentation in the form of a default/late payment notice is not required to demonstrate housing need. A late payment notice is only one of the methods that can be used to evidence a household's need for STRMU. Other ways to verify need and amounts owed include documentation of utility, mortgage or rent payments due and/or calls to the utility company, owner, or mortgage company prior to a late payment notice being issued, which could potentially help avoid added late fees as additional costs.

**NOTE:** Each request for STRMU assistance must be justified.

## 7. STRMU Caps

Project Sponsors may choose to implement Annual STRMU or Alternate Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The Annual STRMU Cap is defined as a specific dollar limit and the Alternate Time Cap is defined as a specific number of days. Project Sponsors must collaborate with the AA to develop a STRMU Cap policy. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, it must be approved by the AA and comply with the established DSHS Annual STRMU Cap formula (no less than one month of the rent standard for the unit size per the household's county of residence and no more than the Project Sponsor's budgeted STRMU funds per household per year). If a Project Sponsor establishes an Annual STRMU or Alternate Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap.

## 8. STRMU 52-Week Period

Per 24 CFR §574.330(a)(1), STRMU payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided for costs accruing over a period of more than 147 days in any 52-week period. STRMU providers are, therefore, required to examine the periods of time covered by rent, mortgage, and utility costs to assure that assistance is not provided in excess of the eligible STRMU period.

The DSHS HOPWA Program defines the 52-week period as being household-specific. Project Sponsors must use [Form K1: STRMU Tracking Worksheet](#) to comply with this definition. Form K1 establishes a unique eligible STRMU period for each household based on the time period paid by the STRMU assistance. Using this method, the eligible STRMU period begins on the date that the STRMU assistance is first provided. The eligible STRMU period for a household would end 52 weeks after the first STRMU benefit started accruing. At the end of this 52-week period, the next eligible STRMU period would begin for that household. For example, the eligible STRMU period for a household that receives STRMU rent assistance for the full amount of April rent would begin on April 1 and end on March 31 of the following year. If that same household also had a utility bill in arrears for a period of time prior to April 1, the eligible STRMU period would begin on the earliest date that the assistance covers.

## 9. **STRMU 147-Day Tracking**

The DSHS HOPWA Program uses the 147-Day Methodology. This method is based on counting the actual days for which housing and/or utility payments are made on behalf of the STRMU-assisted household. The limit of 21 weeks is counted as 147 days of assistance in the 52-week period. Project Sponsors must use [Form K1: STRMU Tracking Worksheet](#) to comply with this methodology. STRMU may not be provided for costs accrued in excess of 147 days. If a Project Sponsor establishes an Annual STRMU or Alternate Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap.

### A. **Example 1**

If a Project Sponsor paid a total utility bill and the metering period started on April 5<sup>th</sup> and ended on May 4<sup>th</sup> (30 days), the Project Sponsor would count this as 30 days of assistance.

### B. **Example 2**

If a Project Sponsor paid a portion of the utility bill and the metering period started on April 5<sup>th</sup> and ended on May 4<sup>th</sup> (30 days), the days would be counted based on the amount that was paid by STRMU. For example, the total bill for April (30 days) is \$148.00 and the Project Sponsor pays \$100 of utility assistance. To calculate the days of assistance, divide \$148.00 by 30 days, which equals \$4.93 per day. Then, divide the \$100 payment by \$4.93 per day, which equals 20.3 days. With rounding, this utility assistance counts as 21 days.

**NOTE:** Utility metering periods (i.e., utility billing/metering/service period start and end dates as recorded on a utility bill) usually span two different months. On Form K1, Project Sponsors must enter utility bills in the month the metering period started and enter the full amount due for that metering period in the respective month. Also, they must enter the metering period start and end dates in the respective columns. For debts, Project Sponsors must obtain a ledger from the owner/utility vendor to correctly attribute debts to the correct months. Project Sponsors should not split utility metering periods between two months. Form K1 deduplicates the number of days assisted.

## 10. **Amount of Assistance**

Although STRMU does not require the household to pay a portion of their housing costs, assistance must not be used to relieve the household's responsibility to make housing payments in the absence of inability to pay. If a household is capable of paying some of their rent, mortgage, and/or utility costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STRMU assistance to the difference between the amounts due and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their rent, mortgage, and/or utility costs. This ensures that the full amount due is paid and avoids partial payments that may lead to evictions or utility cut-offs.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$200.00 of their \$800.00 April (30 days) rent; the Project Sponsor will pay the remaining \$600.00. For tracking purposes, the number of days used would be only for the part of the monthly housing costs assisted by STRMU. In this example, 23 days would count towards the household's 147-day period. The household's rent payment of \$200.00 will decrease the amount of time that counts towards the 147-day period. If the household needed further assistance in the same 52-week period, that household would have more time remaining in its 147-day period than if the household had not made previous contributions towards the rent.

## 11. **STRMU Outcome Measures**

To measure the effectiveness of STRMU services, Project Sponsors must record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Status	Outcome
Maintained private housing without subsidy <i>(Client received assistance and is stable, unlikely to seek additional support)</i> Other private housing without subsidy <i>(Client found new housing and is stable, unlikely to seek additional support)</i> Other HOPWA housing assistance (Permanent Housing) Other housing assistance (Permanent Housing) Institution <i>(e.g., residential and long-term care)</i>	<i>Stable/Permanent Housing</i>
Likely that additional STRMU is needed to maintain current housing	<i>Temporarily Stable</i>
Transitional facilities/short-term <i>(e.g., temporary or transitional with formal arrangement)</i> Temporary/non-permanent housing <i>(Client ended lease; moved in with someone; will live there 90 days or less)</i>	<i>Reduced Risk of Homelessness</i>
Emergency shelter/Street Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Additionally, Project Sponsors must report a household's STRMU history. These include (i) Household received STRMU services this operating year and the prior operating year (two consecutive years); and (ii) Household received STRMU services this operating year and the two prior operating years (three consecutive years).

### Facility-Based Housing Assistance (FBHA) Services

FBHA encompasses all 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. Generally, FBHA is separated into three supportive housing categories for populations with special needs:

- Short-Term Supportive Housing (STSH);
- Transitional Supportive Housing (TSH); and
- Permanent Supportive Housing (PSH).

PSH facilities provide for continued residency as established by a lease or occupancy agreement and enable households to live as independently as possible. Unlike PSH facilities, STSH and TSH facilities are term- or service- limited. STSH facilities provide temporary shelters to households that are homeless as a bridge to permanent housing. TSH facilities allow households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. The DSHS HOPWA Program currently limits FBHA to STSH and TSH services.

The AIDS Housing Opportunity Act provides resources and incentives for supportive housing facilities as an alternative to skilled nursing facilities or other such institutional settings. Households receiving FBHA services ought to need some level of supportive services to maintain stability and receive appropriate levels of care. Project Sponsors that wish to provide FBHA should consider their expertise in program and property management and capacity to deliver complex supportive housing services.

DSHS HOPWA Program											
Facility-Based Housing Assistance (FBHA)											
Short-Term Supportive Housing (STSH)						Transitional Supportive Housing (TSH)					
Single-Site			Scattered-Site			Single-Site			Scattered-Site		
Owned	Leased		Owned	Leased		Owned	Leased		Owned	Leased	
Operating	Leasing	Operating	Operating	Leasing	Operating	PBRA	Master Leasing	Operating	PBRA	Master Leasing	Operating

## 1. Approvals and Certifications

### A. Approvals

If a Project Sponsor owns single-site or scattered-site facilities and will use FBHA to provide residence to households, DSHS must obtain a certification of approval from the unit of general local government in which the facility is located before the Project Sponsor may provide FBHA services.

### B. Certifications

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), per 24 CFR §574.340, Project Sponsors that wish to provide FBHA must provide the following supportive services certifications to the AA:

- *Services.* A certification that the Project Sponsor or a service provider will provide supportive services as required by 24 CFR §574.310(a);
- *Funding.* A certification that the Project Sponsor will provide an analysis of necessary supportive services and a statement of how the services will be funded;
- *Capability.* A certification that the Project Sponsor or service provider is qualified to provide the supportive services.

## 2. Additional DSHS Requirements

Excluding STSH payments to independent temporary shelter vendors (see Short-Term Supportive Housing (STSH) Services, 2. Eligible Costs), Project Sponsors that wish to provide FBHA must collaborate with the AA to develop a comprehensive proposal and service delivery model. Proposals should address core FBHA components, including, but not limited to: Fiscal and operational capacity; funding sources and sustainability; the type of facility; program and property management; target populations and occupancy plan; staffing and supervising; service capability and delivery; roles and responsibilities; program and house rules; affirmative outreach and marketing; compliance with fair housing laws; etc. AAs will consider proposals, with DSHS oversight, on a case-by-case basis. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved.

## 3. FBHA Outcome Measures

To measure the effectiveness of FBHA services (both STSH and TSH), Project Sponsors must record household destination outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Household Destination	Outcome
Continued to the next year Private housing Other HOPWA Other subsidy Institution	<i>Stable/Permanent Housing</i>
Temporary housing Emergency shelter/Streets	<i>Temporarily Stable/Reduced Risk</i>
Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Additionally, Project Sponsors must report the number of households whose TSH tenure exceeded 24 cumulative months (with advance written approval from DSHS).

## Short-Term Supportive Housing (STSH) Services

### 1. **Purpose**

STSH provides temporary shelters to households that are homeless as a bridge to permanent housing. Households that are homeless are more likely to experience positive long-term housing stability when short-term assistance connects them to long-term assistance. STSH allows households an opportunity to develop individualized housing plans that guide their linkage to permanent housing. In providing STSH, Project Sponsors should work with households to create housing plans that address both short-term and long-term needs.

Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each household receiving STSH services an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors should initiate assessments of each households' supportive housing needs, begin development of an individualized housing and service plan, and consider the use of PHP and rental assistance or other affordable housing programs as needed to promote stable housing results. HUD and DSHS recognize that STSH services may not always lead directly to long-term housing stability and that service outcomes may not easily fit into simple categories. While households may not achieve full housing stability and independence from future short-term assistance, STSH services may temporarily mitigate the effects of homelessness or reduce households' risk for near-term homelessness.

### 2. **Eligible Costs**

STSH pays necessary minimum costs for temporary shelters, including post-incarceration re-entry facilities, recovery or respite facilities, sober or detoxification facilities, and other non-traditional housing arrangements on a nightly and/or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays if no appropriate temporary shelter is available and a household has identified subsequent rental housing, but it is not immediately available for move-in. In this context, necessary minimum costs are limited to those that must be paid for a household to access and occupy a temporary shelter. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the use of the facility. However, if they are able, households may pay a portion of their necessary minimum costs as any portion paid by the household does not count against the 60-day STSH benefit ceiling. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

#### **A. Operating Costs**

If a Project Sponsor owns or leases single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility operating costs. Project Sponsors may own or lease individual units or all or part of structures. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. [Maintenance](#) costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building. If a Project Sponsor leases a facility, operating costs are limited to those that are not covered by the owner in the rental agreement.

#### **B. Leasing Costs**

If a Project Sponsor leases single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Project Sponsors may not use leasing funds for facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. STSH payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease) are considered leasing costs.



### **3. Ineligible Costs**

STSH is not intended to provide long-term or continuous assistance in temporary shelters as there are other housing assistance programs intended to meet temporary or emergency shelter needs. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. STSH cannot pay initial move-in costs to establish permanent residence in which continued occupancy is expected, although initial move-in costs can be paid using PHP services. STSH cannot pay for any cost that would be unnecessary for a household to access and occupy a temporary shelter (e.g., hotel room service).

### **4. Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for STSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict STSH services to households experiencing specific types of emergencies or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

### **5. Housing Status**

Households must be [homeless](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members 18 years of age or older must complete and sign [Form B: Self-Declaration of Residency](#) and select their homeless category. STSH is designed to provide temporary shelters to households that are homeless as a bridge to permanent housing. As such, STSH may not be provided to assist households that are already housed.

### **6. Facility Requirements**

Per 24 CFR §574.330(b)(1), STSH facilities may not provide shelter or housing at any single time for more than 50 households.

### **7. STSH Caps**

Project Sponsors may choose to implement six-month STSH or Alternate Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The six-month STSH Cap is defined as a specific dollar limit and the Alternate Time Cap is defined as a specific number of nights. Project Sponsors must collaborate with the AA to develop an STSH Cap policy. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, it must be approved by the AA and comply with the established DSHS six-month STSH Cap formula (no less than one month of the rent standard for the unit size per the household's county of residence and no more than the Project Sponsor's budgeted STSH funds per household per year). If a Project Sponsor establishes a six-month STSH Cap or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

### **8. STSH Six-Month Period**

Per 24 CFR §574.330(a)(1), STSH may not provide residence to any household for more than 60 days during any six-month period (i.e., temporary shelter payments may not be provided for costs accruing over a period of more than 60 nights in any six-month period). STSH providers are, therefore, required to examine the periods of time covered by temporary shelter costs to assure that assistance is not provided in excess of the eligible STSH period.

The DSHS HOPWA Program defines the six-month period as being household-specific. Project Sponsors must use [Form K2: STSH Tracking Worksheet](#) to comply with this definition. Form K2 establishes a unique eligible STSH period for each household based on the time period paid by the STSH assistance. Using this method, the eligible STSH period begins on the date that the STSH assistance is first provided. The eligible STSH period for a

household would end six months after the first STSH benefit started accruing. At the end of this six-month period, the next eligible STSH period would begin for that household. For example, the eligible STSH period for a household that received STSH assistance for the full cost of a stay that began on November 9 would begin on November 9 and end on May 8.

## **9. STSH 60-Night Tracking**

The DSHS HOPWA Program uses a 60-Night Check-In/Check-Out Methodology. This method is based on counting the actual nights for which temporary shelter payments are made on behalf of the STSH-assisted household. Project Sponsors must use [Form K2: STSH Tracking Worksheet](#) to comply with this methodology. STSH may not be provided for costs accrued in excess of 60 nights. If a Project Sponsor establishes a six-month STSH or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

### **A. Example 1**

If a Project Sponsor paid for the total cost of a motel stay and the check-in/check-out dates ranged from September 3 to October 14, the Project Sponsor would count this as 41 nights of assistance.

### **B. Example 2**

If a Project Sponsor paid for a portion of the total cost of a motel stay, the nights would be counted based on the amount that was paid by STSH. For example, the total cost of a motel stay (41 nights) is \$2,583.65 and the Project Sponsor pays \$1,975.00 of STSH assistance. To calculate the nights of assistance, divide \$2,583.65 by 41 nights, which equals \$63.01 per night. Then, divide the \$1,975.00 payment by \$63.01 per night, which equals 31.3 nights. With rounding, this temporary shelter assistance counts as 32 nights.

**NOTE:** Project Sponsors are not required to calculate temporary shelter payments for and/or assess charges to households receiving STSH services.

## **10. Amount of Assistance**

STSH does not require households to pay a portion of their temporary shelter costs. If a household is capable of paying some of their temporary shelter costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STSH assistance to the difference between the cost of temporary shelter and the amount the household is able to pay. Project Sponsors should document any payments or contributions made by a household towards their temporary shelter costs. This ensures that the total cost is paid and maintains the household's good standing with the Project Sponsor or independent temporary shelter vendor.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$90.00 of their \$511.68 motel stay (7 nights); the Project Sponsor will pay the remaining \$421.68. For tracking purposes, the number of nights used would be only for the part of the temporary shelter cost assisted by STSH. In this example, 6 nights would count towards the household's 60-night period. The household's payment of \$90.00 will decrease the amount of time that counts towards the 60-night period. If the household needed further assistance in the same six-month period, that household would have more time remaining in its 60-night period than if the household had not made previous contributions towards the temporary shelter cost.



## Transitional Supportive Housing (TSH) Services

### 1. Purpose

TSH provides up to 24 cumulative months of facility-based rental assistance to households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. TSH allows households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the HCV Program or other affordable housing programs. Unlike TBRA, the rental assistance subsidy is attached to a specific facility-based unit and is not otherwise portable or transferrable. TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

**NOTE:** DSHS may make exceptions to the 24-month cap on a case-by-case basis, if justified and with advance written approval from DSHS.

### 2. Eligible Costs

Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that may be collected by the Project Sponsor and paid to the utility vendor (see 8. Calculating Monthly Household and Project Sponsor Rent Payments and see 9. Utility Allowances and Reimbursements below). TSH only pays current rental costs. In rare circumstances, TSH can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

#### A. **Project-Based Rental Assistance**

If a Project Sponsor owns single-site or scattered-site facilities and will provide TSH services to households, TSH pays project-based rental assistance (PBRA) costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through a lease and collects monthly household rent payments (program income) and rental assistance subsidies. If a Project Sponsor collects PBRA subsidies, it cannot bill for facility operating costs.

#### B. **Master Leasing**

If a Project Sponsor leases single-site or scattered-site facilities and will provide TSH services to households, TSH pays master-leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through a sublease and collects monthly household rent payments (program income) and rental assistance subsidies. Project Sponsors may not master lease facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. If a Project Sponsor collects master-leasing subsidies, it cannot bill for facility leasing costs.

#### C. **Operating Costs**

If a Project Sponsor leases single-site or scattered-site facilities and will provide TSH services to households, TSH pays facility operating costs. Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. [Maintenance](#) costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building. If a Project Sponsor leases a facility, operating costs are limited to those that are not covered by the owner in the rental agreement.

### 3. **Ineligible Costs**

TSH cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TSH cannot pay costs that exceed the “maximum subsidy” (see 2. Eligible Costs above). TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

**NOTE:** Households cannot receive TSH and STRMU or TBRA services at the same time (i.e., TSH and STRMU or TBRA service periods may not overlap).

### 4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for TSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are neediest. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the AA to develop a local program policy. The AA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict TSH services to households at or below 30 percent of area median income per the household's county of residence. Or, a Project Sponsor could establish a more restrictive cap on the number of months a household can receive TSH services. Or, a Project Sponsor could restrict TSH services to waitlisted households or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

### 5. **Housing Status**

Households must be [homeless](#) or [at risk of homelessness](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. Households must present evidence of tenancy in a TSH-assisted unit.

#### **A. Rent**

To receive TSH services, households must have a legal right to reside in the TSH-assisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. Generally, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the TSH-assisted unit and is therefore unqualified for TSH services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

#### **B. Utilities**

In the event a household receiving TSH services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see 9. Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history may 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 TSH utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

### 6. **Occupancy Standards**

The intent of TSH Occupancy Standards is to provide:

- A.** The smallest number of bedrooms needed by a household without overcrowding and
- B.** Guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area, but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- A. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- B. Size must be consistent with space requirements under the Housing Quality Standards (HQS).
- C. Size must be applied consistently for all households of like size and composition.
- D. A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
- E. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
- F. Any live-in aide must be counted in determining the size.
- G. Two elderly or disabled household members may be given separate bedrooms.

When determining the unit size that a household qualifies for, Project Sponsors may grant an exception to the standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household's file. The DSHS HOPWA Program uses the [HOPWA Rental Assistance Guidebook](#) to regulate allowable unit sizes.

TSH Occupancy Standards: Permissible Unit Sizes			
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members	Maximum Occupancy if the Living Room is Used as a Sleeping Area
0	1	1	4
1	1	2	4
2	2	4	6
3	4	6	8
4	6	8	10
5	8	10	12

## 7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. When choosing a rent standard, Project Sponsors must first refer to the Occupancy Standards (see 6. Occupancy Standards above) to determine the number of bedrooms a household qualifies for, then select the corresponding rent standard. A household may occupy a unit that is smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the proposed unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but occupies a one-bedroom unit, the Project Sponsor must use the rent standard for a one-bedroom unit. An important point about the rent standard is that it includes both rent *and* utilities, or the "gross rent." Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- Rent being requested by the owner;
- Basic utilities included in the rent to the owner; and
- Basic utilities to be paid separately in addition to the rent paid to the owner.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the Project Sponsor for comparable unassisted units. Project Sponsors should account for unit location, size, type, age, amenities, and utilities they will provide.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete [Form H: Rent Standard and Rent Reasonableness Certification](#) for each proposed unit before TSH services start and annual eligibility recertifications. Also, the form must be completed if household residency or rent have changed. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TSH services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher.

**NOTE:** Project Sponsors must attach documentation of rent standard and rent reasonableness values to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

**NOTE:** Before using an exception rent standard, Project Sponsors must obtain a copy of the exception rent standard table and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still effective and the proposed unit is located within the exception area.

**NOTE:** The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TSH services.

**NOTE:** See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements.

## **8. Calculating Monthly Household and Project Sponsor Rent Payments**

TSH pays the difference between the contractual rent to the Project Sponsor and the household's calculated rent payment. Project Sponsors collect rental assistance subsidies and, in rare circumstances, make payments to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are described in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) 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 [Determining Household Annual Adjusted Income Guide](#) outlines acceptable forms of deduction verification and deduction calculation guidance. To accurately calculate the household's monthly rent payment to the Project Sponsor and the Project Sponsor's monthly rental assistance subsidy, Project Sponsors must complete [Form I: Rental Assistance Worksheet](#) before TSH services start and annual eligibility recertifications. Also, the form must be completed if household eligibility factors or rent have changed. The Project Sponsor's monthly rental assistance subsidy and payment to the utility vendor depend on the contractual rent to the Project Sponsor and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below).

## **9. Utility Allowances and Reimbursements**

Households receiving TSH services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the Project Sponsor. Households only receive an allowance for utility costs that are not paid by another source. Allowances are prorated in shared housing arrangements. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. Project Sponsors must use the allowance for the actual number of bedrooms the household will occupy, not the number of bedrooms the household qualifies for per the Occupancy Standards. In the event a household's allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor. Project sponsors cannot keep any portion of the reimbursement for their own use. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

## **Permanent Housing Placement (PHP) Services**

### **1. Purpose**

Per 24 CFR §574.300(b)(7), PHP services may be used to help households establish permanent residence in which continued occupancy is expected. Project Sponsors that wish to provide PHP should consider their current program funds, need for move-in assistance within their HSDA, and capacity to maintain accounting records for returned security and utility deposits ("program income").

### **2. Eligible Costs**

#### **A. Service Costs**

Eligible PHP service costs include activities that assist households locate housing that meets all Housing Quality Standards (see Section 10. Housing Quality Standards). PHP service costs may also include the following: Providing tenant counseling; assisting households to understand leases, secure utilities, and make moving arrangements; and providing mediation services related to tenant and/or owner issues that may arise during the leasing-up process.

#### **B. Housing Assistance Costs**

Eligible PHP housing assistance costs include: Application fees; related credit, rental history, and background checks; utility hookup fees and deposits; first month's rent; and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent. Security and utility deposits must be returned to the Project Sponsor when the assisted household leaves a unit. Project Sponsors must maintain a record of all deposits and make a good faith effort to recover program funds upon the household's departure from a unit. PHP housing assistance costs may also include rental and utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit.

### **3. Ineligible Costs**

The following costs are not eligible under PHP: Costs for housing supplies, smoke detectors (owners are responsible for providing and maintaining smoke detectors for renters; Project Sponsors may use local fire programs or hardware store donations to provide smoke detectors for mortgagors), standard furnishings, minor repairs to the unit associated with the move-in, and other incidental costs for occupancy of the housing unit. While these items are not eligible as PHP costs, Project Sponsors may make use of leveraged funds or donations to address any related needs for other move-in support.

### **4. Housing Status**

Households can be housed or homeless. PHP can assist households find and move into more affordable, permanent housing arrangements if long-term housing stability is not expected in their current arrangements. Similarly, if PHP can assist homeless households establish permanent residence in which continued occupancy is expected. Owners/representatives are unlikely to execute a lease agreement with the household if initial move-in costs have not been paid in advance. In the absence of a lease (i.e., a supporting document that verifies



housing costs), Project Sponsors must provide [Form L: PHP Intent to Lease Worksheet](#) to owners/representatives of the property. Form L serves as a supporting document that verifies initial move-in costs. Owners/Representatives must complete and return Form L to Project Sponsors. Project Sponsors must use the information on Form L to coordinate a payment to the owner for initial move-in costs.

**NOTE:** Supporting documentation for a utility deposit can include the first utility bill the household receives if the deposit is included in the first bill or a statement from the utility provider with the required deposit amount.

#### **5. Security and Utility Deposit Tracking**

Security and utility deposits must be returned to the Project Sponsor (see Appendix C: Permanent Housing Placement Accounting Guidelines). Project Sponsors must collaborate with the AA to develop a system of tracking all deposits made and returned. Also, Project Sponsors should make a good faith effort to recover program funds upon a household's departure from a unit. If a deposit is returned to the Project Sponsor, it should be reported as "program income" on the Program Progress Report.

#### **6. Additional DSHS Requirements**

Before providing PHP services, Project Sponsors must:

- A. Complete the Project Sponsor PHP Application (Appendix D: Project Sponsor PHP Application Form) and submit it to the AA. The AA will submit the application to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval;
- B. Obtain accounting technical assistance from the DSHS Fiscal Monitoring Unit (FMU);
- C. Follow the DSHS Accounting Guidelines for documenting PHP services (Appendix C: Permanent Housing Placement Accounting Guidelines); and
- D. Submit revised Project Sponsor Data Sheets (Appendix E: HOPWA Project Sponsor Data Sheet) to the AA. The AA will submit the data sheet to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval.

#### **7. PHP Outcome Measures**

PHP services do not have outcome measures at this time.

### **Housing Case Management Services**

#### **1. Purpose**

Per 24 CFR §574.300, supportive services include, but are not limited to, health, mental health, assessment, substance use 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 other household members living with these individuals. The DSHS HOPWA Program currently limits the use of Supportive Service funds to housing case management. Supportive Services may be provided in conjunction with HOPWA housing assistance services (TBRA, STRMU, FBHA, and PHP) or as a standalone service (Supportive Services Only).

As described in 24 CFR §574.500(b), Project Sponsors must conduct ongoing assessments of the housing assistance and supportive services required by households enrolled in the program. Additionally, Project Sponsors must assure that adequate supportive services are made available to all households enrolled in the program. These supportive services do not have to be HOPWA-funded. Project Sponsors have the discretion to fund these services directly or to ensure that households are connected to non-HOPWA funded supportive services that are available in the community.

Per HUD's [HOPWA Rental Assistance Guidebook](#) (pages 36 – 37), Housing Case Management is considered a central component of HOPWA supportive services and key to successful program outcomes for housing stability and access to care. "Housing case management" simply means that the central emphasis of a case manager's work with a household is placed on housing issues, including evaluation of housing options, housing stability, and housing-specific goals. The core functions of Housing Case Management should include engagement, assessment, goal-setting, service coordination, and discharge planning. All Project Sponsors should make



Housing Case Management available to households and strongly encourage households to make use of this service. The intensity or level of case management that a Project Sponsor provides to a household will depend upon the household's assessed level of need.

## **2. Eligible Costs**

Housing Case Management can pay appropriate portions of worker time and effort, including costs for:

- A.** Assessing households' housing status, primary housing barriers, and other needs;
- B.** Assessing eligible individuals' need for medical care;
- C.** Developing individualized housing plans and budgets;
- D.** Implementing and maintaining housing plans with regular updates;
- E.** Coordinating referrals and services for housing, medical care, and other mainstream benefits;
- F.** Evaluating and reevaluating progress made toward housing plan goals and tasks;
- G.** Documenting housing assistance and supportive service outcomes; and
- H.** Maintaining housing case notes for each household assisted.

Project Sponsors may leverage Housing Case Management costs using an alternate funding source (e.g. Ryan White). Housing Case Management must be provided in accordance with the DSHS Ryan White Part B Case Management Standards from the [HIV Core and Support Service Categories](#).

## **3. Ineligible Costs**

Housing Case Management cannot pay for costs that are eligible under TBRA, STRMU, FBHA, or PHP. Housing Case Management cannot pay for general psychosocial or medical case management time.

## **4. Housing Status**

Project Sponsors may provide Housing Case Management to both housed and homeless households.

## **5. Housing Plans and Budgets**

All households must have a housing plan. Additionally, DSHS recommends that Project Sponsors work with households to create a budget. Project Sponsors should complete [Form M: Budget Worksheet](#) and must complete [Form N: Housing Plan](#) for each household enrolled in the program. Housing case managers should work with households to establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services. The plan should promote housing stability without fostering long-term dependency on program services. As such, Project Sponsors should document their efforts to assist households locate other housing assistance. Housing plans should be individualized to the needs of the household and note which parties are responsible for which tasks or interventions. Goals should be written to include the following:

- Statement of goal(s) the household 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 household and the housing case manager

**NOTE:** Use of Forms M and N are optional – Project Sponsors may use their preferred budgeting form and housing plan form. Alternate budget and/or housing plan forms should contain similar levels of detail.

For example, a Project Sponsor could work with TBRA-assisted households to develop a plan that safeguards against future crises, identifies on-going housing stability goals, and includes a strategy for accessing and maintaining adherence to medical care. Or, Project Sponsors could work with STRMU-assisted households to develop a plan that addresses immediate housing assistance needs and short-term steps that would help stabilize a presenting emergency situation.

A household's housing plan should have goals, prioritized tasks, target dates, and clear intent. Plans are living documents, subject to updates and revisions as situations, goals, and strategies for achieving goals change.

Housing assistance should only be provided to households that demonstrate adherence to their plans. Housing case managers must follow up with clients to monitor their progress and needs. If a household is not adhering to their housing plan or DSHS HOPWA Program rules, or if a Project Sponsor has reason to believe the household is committing fraud or inappropriately using program services, the Project Sponsor may terminate the household from the program per their termination policies and procedures see (Section 16. Termination).

A 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 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). Form M can also be used to plan and prioritize future expenditures to promote financial stability.

## 6. **Housing Case Management Outcome Measures**

To measure the effectiveness of this support, Project Sponsors must record access to care and support outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period. Outcome categories include:

Check all that apply	Outcome
Received Housing Case Management (Supportive Services or leveraged)	Support for Stable Housing
Has a housing plan for maintaining or establishing stable on-going housing	
Had contact with a case manager per service plan schedule	Access to Support
Had contact with a primary health care provider per service plan schedule	Access to Health Care
Accessed or maintained medical insurance/assistance	
Accessed or maintained sources of income	Sources of Income
Obtained an income-producing job	

## Housing Information Services (HIS)

### 1. **Purpose**

Per 24 CFR §574.300, Housing Information Services include, but are not limited to, counseling, information, and referral services to assist households with locating, acquiring, financing, and maintaining housing. This may also include fair housing guidance for households that have encountered discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability. Housing counseling, as defined in 24 CFR §5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with 24 CFR §5.111 and should be performed by a certified housing counseling agency. Also, the content and process of housing counseling must meet the standards outlined in 24 CFR §214.

**NOTE:** Counseling, information, and referral activities that are incidental to a larger set of Housing Case Management activities do not meet the definition of housing counseling as defined in 24 CFR §5.100 and are not required to be carried out in accordance with 24 CFR §5.111.

### 2. **Eligible Costs**

Housing Information Services may be used for direct and indirect costs as governed by 2 CFR §200 et seq. related to:

- A. Exploring households' housing status, barriers, and needs;
- B. Searching for and referring households to available and appropriate housing or shelter;
- C. Providing services that assist with locating, acquiring, financing, and maintaining housing;
- D. Advocating on behalf of households with housing barriers;
- E. Delivering qualified housing counseling, fair housing guidance, and landlord/tenant mediation;
- F. Hiring consultants or other contractors for specialized housing information services;
- G. Navigating and linking households to housing assistance and supportive services continuums of care;
- H. Responding to housing information inquiries from housing assistance and supportive services providers;
- I. Organizing or collaborating with local resource fairs to provide housing information;

J. Holding housing information classes or presentations on the following topics:

- i. Owner and tenant responsibilities,
- ii. Disclosure of rental, credit, and/or criminal history to owners,
- iii. Budgets and financial management,
- iv. Leases and contracts,
- v. Fair housing and reasonable accommodations,
- vi. Safety and sanitation, and
- vii. Other topics with advance written approval from the AA; and

K. Other activities with advance written approval from DSHS.

### 3. **Ineligible Costs**

The following costs are not eligible under Housing Information Services: General psychosocial, medical, or housing case management time; housing assistance services; credit, rental history, and background checks; Housing Quality Standards inspections; developing individualized housing plans and budgets; and implementing and maintaining housing plans with regular updates.

While certain activities under Housing Information Services may bear a resemblance to those under Housing Case Management and PHP, Housing Information Services, by comparison, should be brief, limited in scope, and require little to no follow-up on household goals and tasks. Project Sponsors that wish to provide Housing Information Services should collaborate with the AA to develop policies and procedures that clearly differentiate the functions of Housing Information, Housing Case Management, and PHP services to ensure the accurate and correct accounting of all respective activity costs and to reduce potential role confusion and conflicts.

### 4. **Exceptions to General Program Protocols**

DSHS authorizes the following exceptions to general program protocols for Housing Information Services:

#### A. **Exceptions to Program Eligibility Criteria**

Per 24 CFR §574.3, PLWH and their households are eligible to receive Housing Information Services regardless of whether their annual gross income exceeds 80 percent of area median income per their county of residence or whether they reside in the Project Sponsor's HSDA. Nonetheless, at least one household member must be living with HIV.

#### B. **Exceptions to Program Eligibility Confirmation and Documentation Requirements**

Project Sponsors are not required to obtain proof of gross income and current residency for all household members 18 years of age and older in order to deliver Housing Information Services to PLWH and their households. However, Project Sponsors must obtain proof of HIV seropositivity for at least one household member. The type of documentation a Project Sponsor may use as proof of HIV seropositivity depends on whether the service is generalized or individualized.

- i. *Proof of HIV Seropositivity for Generalized Housing Information Services.* Project Sponsors may obtain proof of HIV seropositivity for at least one household member as outlined in Section 13. Program Eligibility. Alternatively, Project Sponsors may obtain a verbal or written self-declaration of HIV seropositivity stating that 1) the declarant is a PLWH or 2) the declarant's household includes a PLWH. Self-declarations may be named or anonymous and do not require signatures, ensuring that barriers to accessing generalized services are minimized.
- ii. *Proof of HIV Seropositivity for Individualized Housing Information Services.* Project Sponsors must obtain proof of HIV seropositivity for at least one household member as outlined in Section 13. Program Eligibility.

**NOTE:** While Project Sponsors are not required to obtain proof of household income or residency for Housing Information Services, Project Sponsors may require these documents if they would improve the utility or efficacy of individualized services. If a Project Sponsor establishes additional documentation requirements, they must apply them in a uniform, consistent, and non-discriminatory manner.

### **C. Exceptions to Program Form Protocols**

Project Sponsors are not required to use DSHS HOPWA Program Forms in order to deliver Housing Information Services to PLWH and their households. Instead, Project Sponsors must develop policies and/or procedures and program forms and/or tools unique to their Housing Information Services design. For example, if a Project Sponsor provides generalized housing information and referral services via phone, the Project Sponsor could develop a screening decision tree that 1) documents the call, 2) secures a verbal self-declaration for proof of HIV seropositivity, and 3) notes the information and/or referral outcome of the service transaction. Or, if a Project Sponsor holds individualized classes on the topic of landlord and tenant responsibilities, the Project Sponsor could develop a mechanism that 1) tracks the number of participant households, 2) confidentially obtains proof of HIV seropositivity for at least one household member from each participant household, 3) secures participant household consent for services and/or consent to release and/or obtain confidential information as necessary, and 4) notes the purpose and content of the service transaction.

Additionally, Project Sponsors that provide generalized housing information and referral services must establish a low-barrier protocol for self-declaration of HIV seropositivity. The purpose of this self-declaration protocol is to ensure that Project Sponsors may deliver generalized housing information services to eligible households without necessarily obtaining confirmatory proof of HIV seropositivity, thereby minimizing barriers to accessing generalized services. Self-declarations may be verbal or written, completed by a PLWH or any other member of a household that includes a PLWH, and named or anonymous.

### **5. Additional DSHS Requirements**

Project Sponsors that wish to provide Housing Information Services must collaborate with the AA to develop a comprehensive proposal and service delivery model. AAs will consider proposals, with DSHS oversight, on a case-by-case basis. Proposals should describe the purpose of the service; the types of housing information services the Project Sponsor will provide; how the Project Sponsor will collect proof of HIV seropositivity; the types of additional documentation the Project Sponsor will require (if any) to improve the utility or efficacy of the service; whether their services will be generalized and/or individualized; affirmative outreach and marketing; recordkeeping; the budget and anticipated costs; etc. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved. If an AA evaluates and approves a proposal, the AA must ensure that the Project Sponsor's contractual statement of work is carefully individualized to its unique objectives. Additionally, AAs must develop a mechanism for evaluating the impact of the service, whether the service met its intended objectives, and all resultant service outputs and outcomes.

## **Resource Identification (RI)**

### **1. Purpose**

Per 24 CFR §574.300, Resource Identification encompasses activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives).

### **2. Eligible Costs**

Resource Identification may be used for direct and indirect costs as governed by 2 CFR §200 et seq. related to:

- A.** Housing resource development;
- B.** Housing research and needs assessment;
- C.** Housing systems coordination; and
- D.** HUD-approved HOPWA-related training.

DSHS limits Project Sponsor Resource Identification costs to 5 percent of the portion of the grant amount they receive. Resource Identification budgets that fall at or below the 5 percent limit do not require special budget-approval from DSHS. For special project proposals, Project Sponsors may request an increased percentage rate if necessary to achieve specific Resource Identification objectives. Project Sponsors that wish to request an increased percentage rate must collaborate with the AA to identify an appropriate rate and incorporate the rate

into their comprehensive project proposal. DSHS may authorize increased percentage rates on a case-by-case basis, if justified and with advance written approval from DSHS.

### **3. Ineligible Costs**

While the purpose of Resource Identification is broad and flexible, activities under this category are focused on establishing, coordinating, and developing housing assistance resources for eligible households, not individual household placement or steering individual households to available housing, which are activities more in line with Permanent Housing Placement and/or Housing Information Services. As such, Resource Identification activities do not constitute direct services and cannot otherwise be converted into units of service.

### **4. Resource Identification Activities**

The following represents a non-exhaustive list of potential Resource Identification projects:

#### **A. Housing Resource Development**

- i. Outreach and relationship-building with housing owners
- ii. Identifying and tracking housing resources and vacancies
- iii. Developing an inventory of current housing assistance and supportive services available to PLWH
- iv. Leveraging mainstream housing for PLWH
- v. Establishing and/or maintaining housing information websites
- vi. Creating housing information brochures and other distributable materials
- vii. Other activities with advance written approval from DSHS

#### **B. Housing Research and Needs Assessment**

- i. Collecting and/or analyzing local HIV housing-related quantitative data
- ii. Funding client housing surveys or partnering on Ryan White needs assessment surveys
- iii. Conducting housing market studies
- iv. Facilitating client focus groups on housing and collecting and/or analyzing qualitative data
- v. Conducting voluntary consumer satisfaction surveys for housing assistance and supportive services
- vi. Hiring consultants or other contractors to perform HIV housing needs assessments
- vii. Illustrating overall engagement in care by PLWH receiving housing assistance services
- viii. Benchmarking against national- and community-level HIV housing and care continuums
- ix. Identifying successes and gaps in care experienced by PLWH receiving housing assistance services
- x. Evaluating housing programs and service outcomes
- xi. Other activities with advance written approval from DSHS

#### **C. Housing Systems Coordination**

- i. Creating and/or leading collaborative efforts (e.g., housing and healthcare)
- ii. Coordinating housing assistance and supportive services efforts across providers
- iii. Implementing system and/or service enhancements to improve health outcomes
- iv. Aligning housing systems with national initiatives
- v. Interfacing with public housing authorities
- vi. Informing policy-makers about program development
- vii. Building and/or maintaining a housing care continuum for PLWH
- viii. Holding periodic collaborative housing and healthcare service provider meetings
- ix. Participating in Ryan White, Continuum of Care, Texas HIV Syndicate, and other planning bodies
- x. Other activities with advance written approval from DSHS

#### **D. HUD-Approved HOPWA-Related Training**

- i. Attending HUD-approved HOPWA-related trainings, including certain conferences, meetings, or training institutes as authorized by HUD's Office of HIV/AIDS Housing

### **5. Additional DSHS Requirements**

Project Sponsors that wish to undertake Resource Identification activities must collaborate with the AA to develop a comprehensive project proposal with clear work products and deliverables. The project proposal must maintain a housing focus and should include a description of why the project is necessary; a work plan and timeline with specific project activities; an implementation strategy and/or methodology; a budget with anticipated project costs; and a statement on the intended impact of the project for PLWH. AAs will consider

project proposals, with DSHS oversight, on a case-by-case basis. The AA must consult with DSHS and DSHS must consult with HUD before a proposal is approved. If an AA evaluates and approves a project proposal, the AA must ensure that the Project Sponsor's contractual statement of work is carefully individualized to its unique objectives. Additionally, AAs must develop a mechanism for evaluating the impact of the project, whether the project met its intended objectives, and all resultant work products and deliverables.

## Section 15. Other Supporting Documentation

Project Sponsors must document what they are paying for, who they are paying, and maintain a record of all payments made in the household's file. To accomplish this, Project Sponsors must obtain copies of leases, mortgages, utility bills, and/or ledgers for which housing assistance is provided. Project Sponsors must obtain new leases as old ones expire. The documentation must be current, predate service dates, and correspond with related service forms and check request vouchers. For example, check request vouchers must be present in the household's file and the requested amounts must correspond with the values on TBRA, STRMU, STSH, TSH, and/or PHP forms.

**NOTE:** Supporting documentation for housing assistance payments must be current and predate service dates.

If a household requested VAWA protections from a Project Sponsor and the Project Sponsor requested documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household's file. If the survivor provided documentation of survivor status (e.g., the [VAWA Certification Form](#)), the Project Sponsor must maintain a record of the documentation. If the survivor requested an emergency transfer, the Project Sponsor must maintain a record of the request (e.g., the [VAWA Emergency Transfer Form](#)).

### Supporting Documentation

Check Request Vouchers

Leases, mortgages, utility bills, ledgers, etc. paid for (*Documentation must be current and predate service dates*)

Owner IRS Form W-9(s)

VAWA Written Request for Documentation, Documentation, and/or Emergency Transfer Form (*If applicable*)

## Section 16. Termination

When an assisted household is terminated from the program, Project Sponsors must complete [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Potential reasons for termination include:

- Completed program
- Needs could not be met
- Criminal activity/Violence
- Non-compliance with program
- Disagreement with rules/persons
- Left for housing opportunity before completing program
- Reached maximum time allowed
- Unknown/Disappeared
- Death
- Other

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.). Project Sponsors must ensure that Supportive Services are provided so that a household's assistance is terminated only in the most severe cases. Project Sponsors must collaborate with the AA to develop a local termination policy. Project Sponsors must document in the household's file that Supportive Services were offered and provided to the household.

In terminating assistance to any household for violation of requirements, Project Sponsors must provide a formal process that recognizes the rights of households receiving assistance to due process of law. This must consist of:

- Serving the household with a written notice containing a clear statement of the reasons for termination;
- Permitting the household to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Providing prompt written notification of the final decision to the household.



## Section 17. Grace Periods for Surviving or Remaining Household Members

With respect to surviving or remaining household members living in the assisted unit at the time of the eligible individual's death, incarceration, lease bifurcation, enrollment in substance use treatment, or entry to hospice/long-term health care, Project Sponsors must provide surviving and remaining household members a reasonable grace period to establish eligibility for the DSHS HOPWA Program, establish eligibility for another housing program, or find alternative housing.

Per 24 CFR §574.310(e), Project Sponsors must:

- Notify the survivor and remaining household members of the duration of the grace period;
- Provide housing assistance and supportive services to the survivor and remaining household members;
- Offer survivors and remaining household members information on other available housing programs; and
- At the Project Sponsor's discretion, provide PHP services to assist with moving expenses.

Project Sponsors must collaborate with the AA to develop a reasonable survivor grace period policy for continued program participation by surviving or remaining household members. Also, Project Sponsors must perform an interim recertification using [Form O: Interim Recertification Worksheet](#) to document the change in household composition.

**NOTE:** For eligible individuals who were incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), the Project Sponsor's local grace period policy should include a maximum allowable absence period for eligible individuals that effectively delays the grace period start date for remaining household members.

### 1. TBRA and/or TSH Services

The minimum grace period for households receiving TBRA or TSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care. The maximum grace period cannot exceed 12 months. DSHS recommends two to four months. Additionally, the policy must address VAWA lease bifurcations where the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary (see Section 9. Violence Against Women Act Requirements, 1. TBRA and TSH Requirements, G. Remedies, i. Lease Bifurcation). Per the VAWA regulations in 24 CFR §574.460, Project Sponsors must provide the survivor and remaining beneficiaries a minimum of 90 calendar days and a maximum of 12 months from the date of lease bifurcation to establish eligibility for the DSHS HOPWA Program, establish eligibility for another housing program, or find alternative housing.

### 2. STRMU and/or STSH Services

The minimum grace period for households receiving STRMU or STSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care. The maximum grace period may not exceed the 147-day cap for STRMU services or the 60-night cap for STSH services.

### 3. Supportive Services

Supportive Services, specifically housing case management, must be offered to surviving and remaining household members. Housing case management plans for surviving and remaining household members should detail the terms of the grace period with a goal of transitioning household members off of the program. If household members express a need for continued housing assistance and/or supportive services, tasks should focus on referral to other programs that offer housing assistance and/or supportive services.

### 4. Roommates and Other Households

In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to other households (roommates). Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program ("Additional Beneficiaries").

## Section 18. Program Reporting and Reviewing Requirements

### 1. Semi-Annual and Year-End Program Progress Reports and Exhibit A

AAs and Project Sponsors (through their AAs) must submit Semi-Annual and Year-End Program Progress Reports (PPRs) to DSHS in a timely manner. In addition, AAs must submit Exhibit A to report Semi-Annual and Year-End expenditures for their Project Sponsors. AAs must email reports for each HSDA to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) and CC the DSHS HOPWA Coordinator. These reports are used by DSHS to produce the Consolidated Annual Performance and Evaluation Report (CAPER). DSHS submits the CAPER to HUD annually. The CAPER-reporting period is the DSHS HOPWA Program year, which begins on September 1 and ends on August 31 of the next calendar year. The AA and Project Sponsor versions of the PPR and the AA Exhibit A are located [here](#).

Semi-Annual and Year-End Program Progress Reports and Exhibit A			Due to DSHS
Period 1 (P1)	Semi-Annual	Covers 09/01/20 – 02/28/21	03/31/21
Period 2 (P2)	Year-End	Covers 09/01/20 – 08/31/21 (Cumulative)	10/15/21

### 2. Exhibit B

AAs must submit Exhibit B to DSHS with each voucher for reimbursement. AAs must email Exhibit B to [hivvsf@dshs.texas.gov](mailto:hivvsf@dshs.texas.gov). DSHS uses Exhibit B data to track and review program expenditures by Project Sponsor and activity. Additionally, DSHS uses Exhibit B data to report expenditures in HUD's Integrated Disbursement and Information System (IDIS) database. Direct service delivery costs (e.g., staff costs, etc.) are billable directly to the associated housing assistance or supportive service budget line item. Do not bill costs associated with the delivery of housing assistance or supportive services entirely to supportive services or administration if the cost is directly related to another budget line item.

### 3. Financial Status Reports

AAs must submit Financial Status Reports (FSRs) to DSHS on a quarterly basis. AAs must email FSRs to [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov).

Financial Status Reports		Due to DSHS
Quarter 1 (Q1)	Covers 09/01/20 – 11/30/20	12/31/20
Quarter 2 (Q2)	Covers 12/01/20 – 02/28/21	03/31/21
Quarter 3 (Q3)	Covers 03/01/21 – 05/31/21	06/30/21
Quarter 4 (Q4)	Covers 06/01/21 – 08/31/21	10/15/21

### 4. Reallocation Requests

AAs must submit a HOPWA Reallocation Request for every proposed reallocation within each HSDA and between HSDAs. AAs must email Reallocation Requests to the DSHS HOPWA Coordinator. AAs must receive written approval from DSHS for all reallocation requests. All reallocation requests must be submitted no later than 30 calendar days prior to the last day of the contract term; or with prior program approval, no later than 30 days after the expiration of a contract.

**NOTE:** For a reallocation request to be approved, the current allocations and goals must match current DSHS allocations and goals.

### 5. Project Sponsor Data Sheets

DSHS uses Project Sponsor Data Sheets (Appendix E) to establish and review activities in IDIS. Project Sponsor Data Sheets are due no later than the first day of each program year and must be revised and resubmitted anytime a Project Sponsor's allocations change. AAs must email Data Sheets for each HSDA to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) and CC the DSHS HOPWA Coordinator.

### 6. AA Reviews

AAs must conduct programmatic and fiscal reviews of their Project Sponsors and provide a copy of all review reports (internal and external), corrective action determinations, revisions, and resolutions to DSHS when they notify the Project Sponsor, but no later than 30 calendar days of the notification to the Project Sponsor.

Additionally, AAs must review their Project Sponsors' progress towards achieving HOPWA service outcome measures for TBRA, STRMU, FBHA, and Supportive Services.

## 7. **DSHS Reviews**

DSHS must conduct programmatic and fiscal reviews of their AAs and provide a copy of all review reports, corrective action determinations, revisions, and resolutions to AAs per the DSHS HIV/STD Contract Monitoring Policies and Procedures located [here](#). The HOPWA Coordinator reviews AA program activities for the HIV Care Services Group. Reviews involve periodic desktop, site, and technical assistance visits to AAs and Project Sponsors.

## Section 19. HUD Datasets

Project Sponsors must use current HUD Datasets to assess Area Median Income and Fair Market Rent.

### 1. **Area Median Income**

To be eligible for the DSHS HOPWA Program, household annual gross income cannot exceed 80 percent of Area Median Income per the household's county of residence. Collect proof of gross income for all household members 18 years of age and older (documentation must be complete and cover the 30 days preceding the eligibility certification or recertification date). The household annual gross income is from all sources anticipated to be received in the 12-month period following the determination date. Therefore, income must be annualized, e.g. payment amount multiplied by number of payment periods per year for all income sources. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, inclusions and exclusions, and calculation guidance.

### 2. **Fair Market Rent**

The gross rent of TBRA- or TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities. (The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.)

## Section 20. Program Technical Assistance and Trainings

Project Sponsors who have program questions or need program technical assistance may contact the AAs. AAs may contact DSHS.

**Blade L. Berkman, LMSW**  
**HOPWA Coordinator, HIV Care Services Group**  
Texas Department of State Health Services  
P.O. Box 149347, MC 1873  
Austin, Texas 78714-9347  
[www.dshs.texas.gov](http://www.dshs.texas.gov)  
P: 737-255-4300  
C: 512-578-6985  
F: 512-533-3172  
E: [blade.berkman@dshs.texas.gov](mailto:blade.berkman@dshs.texas.gov)

**DSHS HOPWA Website**  
<https://www.dshs.texas.gov/hivstd/hopwa/>

**HIV/STD Prevention and Care Branch**  
P.O. Box 149347, MC 1873  
Austin, Texas 78714-9347  
[www.dshs.texas.gov](http://www.dshs.texas.gov)  
P: 737-255-4300  
F: 512-533-3172

**DSHS HIV/STD Program Website**  
<https://www.dshs.texas.gov/hivstd/>

### 1. **AA and Project Sponsor Required Trainings**

AAs and Project Sponsors must ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings every three years. If the AA or Project Sponsor does not have a current staff member who has successfully completed these trainings, a new or current staff member with HOPWA-related responsibilities must obtain a certificate of completion within 90 calendar days from the assignment of HOPWA-related responsibilities or an alternate DSHS-approved timeline.

- A. [Community Planning and Development Financial Management Curriculum](#)
- B. [HOPWA Oversight Training Curriculum](#)
- C. [HOPWA Getting to Work Training Curriculum](#)
- D. [HUD Lead-Based Paint Visual Assessment Training Course](#)

### 2. **AA and Project Sponsor Recommended Trainings**

DSHS recommends that AAs and Project Sponsors obtain certificates of completion for the following DSHS HOPWA Program trainings. These trainings are available on the TX TRAIN [website](#).

TX TRAIN Course ID	Title
1058804	DSHS Technical assistance for HOPWA Program Progress Reports
1064721	DSHS HOPWA Program Core Forms - Part 1 of 5
1064822	DSHS HOPWA Program Form C: Household Income Eligibility Worksheet - Part 2 of 5
1064853	DSHS HOPWA Program Form I: Rental Assistance Worksheet - Part 3 of 5
1064855	DSHS HOPWA Program Form K1: STRMU Tracking Worksheet - Part 4 of 5
1064856	DSHS HOPWA Program Forms M: Budget Worksheet and N: Housing Plan - Part 5 of 5

### 3. **Other Trainings, Guides, Tools, Webinars, and Materials**

- A. [HOPWA Best Practices Training Series](#)
- B. [HOPWA Getting to Work Employment Initiative](#)
- C. [HOPWA Financial Management Online Training Course](#)
- D. [HUD Exchange: HOPWA Guides, Tools, and Webinars](#)
- E. [HUD Lead Safe Housing Rule Amendment Training for TBRA](#)
- F. [HUD Lead Safe Housing Rule Amendment Training for PBRA](#)

# APPENDICES

- A. Using HOPWA Housing Assistance for Mobile Homes
- B. Lead Safe Housing Rules
- C. Permanent Housing Placement Accounting Guidelines
- D. Permanent Housing Placement Application Form
- E. Project Sponsor Data Sheet
- F. Frequently Asked Questions
- G. HIV Service Delivery Area (HSDA) Map and Counties
- H. Rental Assistance Instructions for Shared Housing Arrangements
- I. Tenant Lease Requirements
- J. Can I Pay this Owner?
- K. VAWA Requirements for Rental Assistance Services

## **Appendix A: Using HOPWA Housing Assistance for Mobile Homes**

*(Source: HUD Notice 03-05; Guidance on Manufactured Housing under the HOME Program)*

HUD's Office of HIV/AIDS Housing has determined that HOME Investment Partnership Program (HOME) guidelines may be referenced to support the use of HOPWA funds for manufactured home rental and mortgage payments.

TBRA and STRMU services can be provided to households that live in mobile homes, trailers, and motor homes, in some situations. PHP services can assist households establish permanent residence in a mobile home in which continued occupancy is expected. Payments are permitted in accordance with guidance established for the HOME Affordable Housing program in HUD CPD Notice 03-05. As described in Notice 03-05, mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating and not attached to the earth, are considered personal property and therefore unqualified for housing assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate). Such units must also be connected to permanent utilities and meet local guidelines for mobile home housing. Households residing in attached real property mobile homes that are connected to utilities and meet local guidelines are qualified for housing assistance. Space rental costs in a mobile home park are allowable housing assistance costs if they are included in the unit rent.

### **HUD Notice CPD 03-05; Guidance on Manufactured Housing under the HOME Program**

#### **Section III. Background and Eligible Activities**

Manufactured homes and manufactured housing lots (also called "homesites" in this Notice) qualify as housing under the HOME Program. A manufactured home is defined as "a structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein." A mobile home is a manufactured home. "Mobile home" and "trailer" were commonly used terms before 1976 when Congress adopted legislation using the term "manufactured home" to take their place. This Notice uses the term manufactured home to refer to all types of non-motorized manufactured housing units (thus excluding recreational vehicles) as defined in 24 CFR §3280.2.

#### **Section IV. Utility Hook-Up and the Homesite**

The HOME regulations (24 CFR §92.205(a)(4)) require manufactured homes assisted with HOME funds (except for existing, owner-occupied manufactured homes that are rehabilitated with HOME funds) to be connected to permanent utility hookups. The HOME regulations also require the manufactured home to be located on land that is owned by the manufactured home owner or on land for which the manufactured home owner has a lease such as, a mobile home park.

#### **Section V. Permanent Foundations**

The manufactured home regulations (24 CFR §3282.12) define a site-built permanent foundation as "a system of supports, including piers, either partially or entirely below grade," and that meets the criteria as further defined in §3282.12. HUD Handbook 4930.3G, Permanent Foundations Guide for Manufactured Housing, further defines a permanent foundation as one that "must be constructed of durable materials at the site, with attachment points to receive a manufactured home." Once the manufactured home is set on a permanent foundation, it is treated as real property and ownership then is evidenced through title to the real property, therefore eligible for housing assistance. The HOME final rule published on September 16, 1996, eliminated the requirement that HOME-assisted manufactured housing units rest upon a permanent foundation.



## Appendix B: Lead Safe Housing Rules

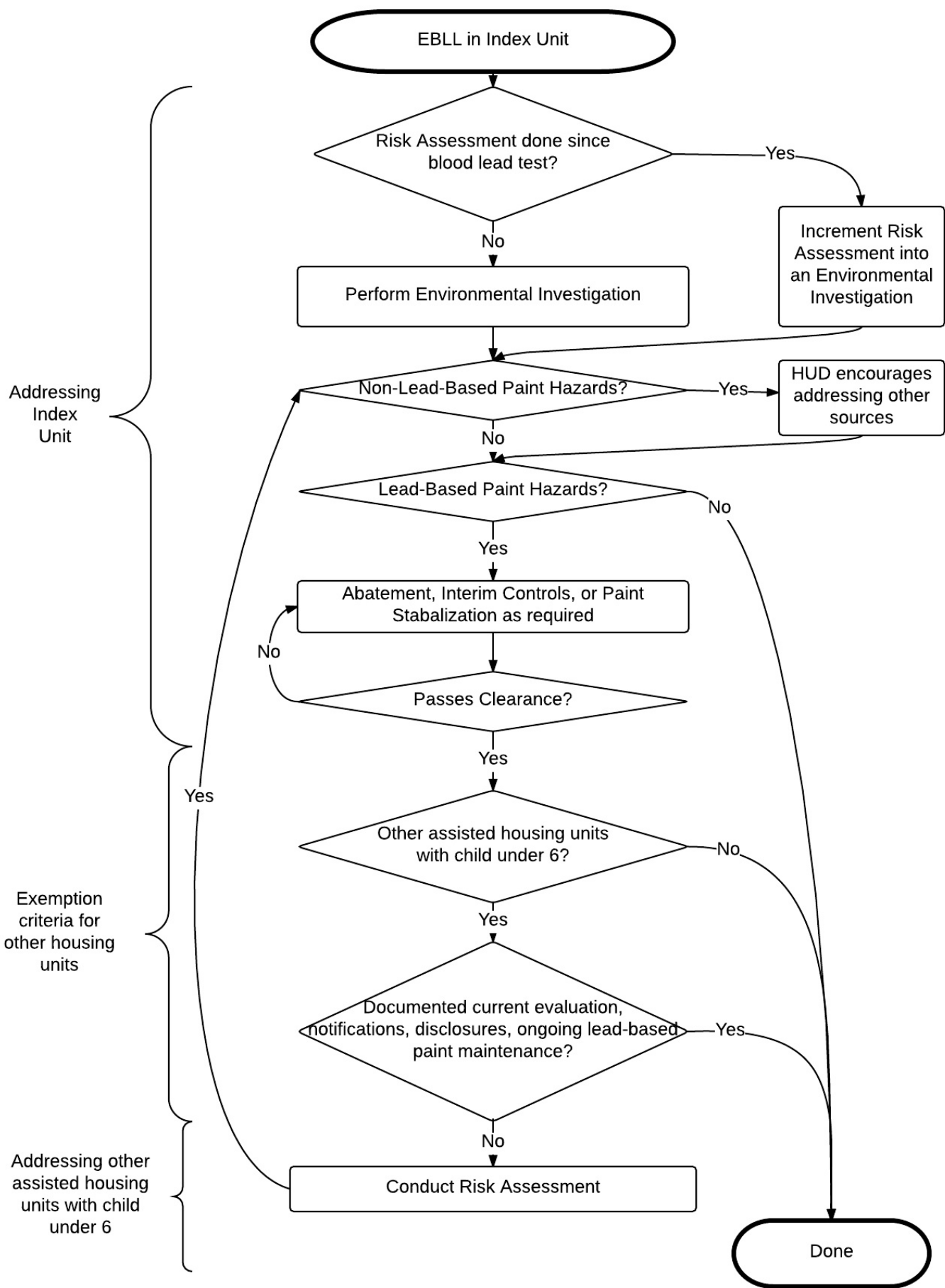
(Source: 24 CFR §35. Lead Safe Housing Rule Amendment Trainings for [TBRA](#) and [PBRA](#).)

TBRA Lead Safe Housing Protocols	Applicability	24 CFR §35, Subparts A, B, M, and R apply to TBRA-assisted units in which a child under the age of six is <a href="#">expected to reside</a> and the common areas and exterior painted surfaces of these units.
	Disclosure	If the structure was built or most recently rehabilitated prior to 1978, then the owner is responsible for providing a <a href="#">“Protect Your Family from Lead in Your Home”</a> pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ( <a href="#">English</a>   <a href="#">Spanish</a> ), and available records and reports to households at initial occupancy, when their lease is renewed with changed terms, and/or when their lease is renewed after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See <a href="#">24 CFR §35.82</a> for a list of transactions that are exempt from disclosure rules.
	Exemptions	See <a href="#">24 CFR §35.115</a> for a list of property exemptions.
	Lead hazard approach	Identify and stabilize <a href="#">deteriorated paint</a> .
	Identification method	<a href="#">Visual assessment</a>
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a <a href="#">“Renovate Right”</a> pamphlet to households.
	Lead hazard reduction	<a href="#">Paint stabilization</a> using <a href="#">safe work practices</a> and <a href="#">occupant protection</a> performed with proper <a href="#">training</a> or supervision.
	Clearance and notification	<a href="#">Clearance</a> is required following <a href="#">abatement</a> , <a href="#">interim controls</a> , and <a href="#">paint stabilization</a> (unless the area controlled or stabilized is less than the <a href="#">de minimis</a> level). Upon completion of the work, the owner must provide a notification to the household describing the hazard reduction activities and a copy of the clearance report.
	Ongoing maintenance	If LBP is still present, <a href="#">ongoing maintenance</a> includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents.
	Options	<a href="#">Paint testing</a> . Use safe work practices only on LBP surfaces.

TBRA Protocols for Children with an EBLL	EBLL Response Activity	Timeframe	Owner	Sponsor
	If a child has an <a href="#">Elevated Blood Lead Level</a> (EBLL), notify the <a href="#">local HUD field office</a> , <a href="#">HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)</a> , and <a href="#">public health department</a> of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-		✓
	Conduct an <a href="#">environmental investigation</a> (EI) of the index unit	Within 15 calendar days of verifying the EBLL		✓
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results		
	Conduct a <a href="#">risk assessment</a> (RA) on other assisted units in which a child under age 6 is residing or expected to reside	a) Within 30 calendar days for property with ≤ 20 covered units after EI results or b) within 60 calendar days for property with > 20 covered units after EI results	✓	
	Complete lead hazard control work	Within 30 calendar days of receiving results of EI	✓	
	Complete lead hazard control work on other covered units	a) Within 30 calendar days for property with ≤ 20 covered units w/ LBP hazards after RA results or b) within 90 calendar days for property with > 20 covered units w/ LBP hazards after RA results	✓	
	Clear after work is completed	Within 30 calendar days of receiving results of EI	✓	
	Notify local HUD field office and OLHCHH of clearance	Within 10 business days after clearance	✓	
	Notify residents of lead hazard reduction activities	Within 15 calendar days after clearance	✓	
	Conduct ongoing maintenance	-	✓	
	Monitor owner compliance with the LSHR and HQS	-		✓

PBRA Lead Safe Housing Protocols	Amount of assistance	Multifamily receiving up to \$5,000 per unit per year & single family	Multifamily receiving over \$5,000 per unit per year
	Applicability	24 CFR §35, Subparts A, B, H, and R apply to PBRA-assisted units and the common areas and exterior painted surfaces of these units.	
	Disclosure	If the structure was built or most recently rehabilitated prior to 1978, then the owner is responsible for providing a <a href="#">“Protect Your Family from Lead in Your Home”</a> pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ( <a href="#">English</a>   <a href="#">Spanish</a> ), and available records and reports to households at initial occupancy, when their lease is renewed with changed terms, and/or when their lease is renewed after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See <a href="#">24 CFR §35.82</a> for a list of transactions that are exempt from disclosure rules.	
	Exemptions	See <a href="#">24 CFR §35.115</a> for a list of property exemptions.	
	Lead hazard approach	Identify and stabilize <a href="#">deteriorated paint</a> .	<a href="#">Risk assessment</a> and <a href="#">interim controls</a> in accordance with <a href="#">Part H</a> .
	Identification method	<a href="#">Visual assessment</a>	Risk assessment and notification to residents describing results.
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a <a href="#">“Renovate Right”</a> pamphlet to households.	
	Lead hazard reduction	<a href="#">Paint stabilization</a> using <a href="#">safe work practices</a> and <a href="#">occupant protection</a> performed with proper <a href="#">training</a> or supervision.	<a href="#">Interim controls</a> using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	<a href="#">Clearance</a> is required following <a href="#">abatement</a> , <a href="#">interim controls</a> , and <a href="#">paint stabilization</a> (unless the area controlled or stabilized is less than the <a href="#">de minimis</a> level). Upon completion of the work, the owner must provide a notification to the household describing the hazard reduction activities and a copy of the clearance report.	
	Ongoing maintenance	If LBP is still present, <a href="#">ongoing maintenance</a> includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents.	
	Periodic reevaluation	None	Conducted by a certified risk assessor within 2 years of hazard reduction. Repeated 2 years later. End after 2 consecutive reviews without finding LBP hazards or failed hazard reduction work.
	Options	<a href="#">Paint testing</a> . Use safe work practices only on LBP surfaces.	

PBRA Protocols for Children with an EBLL	EBLL Response Activity	Timeframe	Owner	Grantee
	If a child has an <a href="#">Elevated Blood Lead Level</a> (EBLL), notify the <a href="#">local HUD field office</a> , <a href="#">HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)</a> , and <a href="#">public health department</a> of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-	✓	
	Conduct an <a href="#">environmental investigation</a> (EI) of the index unit	Within 15 calendar days of verifying the EBLL	✓	
	Notify the local HUD field office and OLHCHH of EI results	Within 10 business days of receiving the EI results	✓	
	Conduct a <a href="#">risk assessment</a> (RA) on other assisted units in which a child under age 6 is residing or expected to reside	a) Within 30 calendar days for property with ≤ 20 covered units after EI results or b) within 60 calendar days for property with > 20 covered units after EI results	✓	
	Complete lead hazard control work	Within 30 calendar days of receiving results of EI	✓	
	Complete lead hazard control work on other covered units	a) Within 30 calendar days for property with ≤ 20 covered units w/ LBP hazards after RA results or b) within 90 calendar days for property with > 20 covered units w/ LBP hazards after RA results	✓	
	Clear after work is completed	Within 30 calendar days of receiving results of EI	✓	
	Notify local HUD field office and OLHCHH of clearance	Within 10 business days after clearance	✓	
	Notify residents of lead hazard reduction activities	Within 15 calendar days after clearance	✓	
	Conduct ongoing maintenance	-	✓	
	Monitor owner compliance with the LSHR and HQS	-	✓	
	Periodic reevaluation and response if >\$5,000 per unit per year	Within 2 years of hazard reduction. Repeated 2 years later (see above)	✓	✓



## Appendix C: Permanent Housing Placement Accounting Guidelines

### **Accounting Entries for Security and Utility Deposit Payments and Refunds**

Security and utility deposits are an allowable cost to the extent the cost conforms to the general policies and principles stated in [Uniform Grant Management Standards](#). Project Sponsors must maintain adequate records and supporting documentation for all deposits. A record of individual deposits should be maintained in a subsidiary ledger that is posted to the general ledger. The subsidiary ledger should be reconciled on a monthly basis to the general ledger control account. Outlays for security deposits will be reflected as assets until returned to the Project Sponsor. Any funds returned to the Project Sponsor will be treated as applicable credits towards program expenses in the year recovered. Deposit refunds (credits) should be reported on the Program Income line on Form 269a, Financial Status Report. Questions about accounting for security and utility deposits should be addressed to the DSHS HOPWA Coordinator.

### **Security/Utility Deposit Payment Entries**

- A. Recording the payment
  - 1. Debit: Security/Utility Deposits Expense (name of payee and client)
  - 2. Credit: Cash
- B. Recording the receivable for security/utility deposits
  - 1. Debit (Asset): Refundable Security/Utility Deposits (name of payee and client)
  - 2. Credit (Asset): Security/Utility Deposits Held (contra-account)

### **Security/Utility Deposit Refund Entries: Fully Recovered**

- A. Recording the full refund of a security/utility deposit during the grant period/term
  - 1. Debit (Asset): Cash
  - 2. Credit (Expense): Security/Utility Deposits Expense (name of payee and client)
- B. Clearing the receivable for a fully refunded security/utility deposit during the grant period/term
  - 1. Debit (Asset): Security/Utility Deposits Held (contra-account)
  - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)
- C. Recording the full refund of a security/utility deposit after grant period/term
  - 1. Debit (Asset): Cash
  - 2. Credit (Income): Misc. Income - Refunded Security/Utility Deposits
- D. Clearing the receivable for a fully refunded security/utility deposit after the grant period/term
  - 1. Debit (Asset): Security/Utility Deposits Held (contra-account)
  - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)

### **Security/Utility Deposit Refund Entries: Partially Recovered**

- A. Recording the partial refund of a security/utility deposit during the grant period/term
  - 1. Debit: Cash (for the amount of the partial refund)
  - 2. Credit: Security/Utility Deposits Expense (name of payee and client) (for the amount received)
- B. Clearing the receivable for a partially refunded security/utility deposit during the grant period/term
  - 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (for the full amount of the original deposit)
  - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)
- C. Recording the partial refund of a security/utility deposit after grant period/term
  - 1. Debit: Cash (for the amount of the partial refund)
  - 2. Credit: Misc. Income - Refunded Security/Utility Deposits (for the amount of the partial refund)
- D. Clearing the receivable for a partially refunded security/utility deposit after the grant period/term
  - 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
  - 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

### **Security/Utility Deposit Refund Entries: Not Recovered**

- 1. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
- 2. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

## Appendix D: Project Sponsor Permanent Housing Placement Application Form

### Instructions

Project Sponsors that wish to provide Permanent Housing Placement (PHP) services must complete this form, provide a justification for providing PHP, and submit it to the AA. The AA will submit the application to [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov) on behalf of Project Sponsors for approval. The AA and Project Sponsor must obtain accounting technical assistance from the DSHS Fiscal Monitoring Unit (FMU), follow the DSHS Accounting Guidelines for documenting PHP services; and submit revised Project Sponsor Data Sheets to DSHS [hivstdreport.tech@dshs.texas.gov](mailto:hivstdreport.tech@dshs.texas.gov).

DSHS HOPWA Program				
Project Sponsor Permanent Housing Placement Application Form				
AA	Project Sponsor	Project Year	Proposed PHP allocation	Proposed number of households to serve
Justification for request:				
<b>For DSHS Use Only</b>				
<b>Date</b>	<b>Recipient's name and signature</b>	FMU to enter names and titles of technical assistance participants at the AA and Project Sponsor levels:	The AA must submit the following documents to the HIV Care Services Group and CMU after final approval:	
HIV Care Services Group			<ul style="list-style-type: none"> <li>Revised Project Sponsor Data Sheet</li> </ul>	
Received by FMU				
		DSHS Comments:		
Approved by FMU				
Final DSHS Approval				

## Appendix E: HOPWA Project Sponsor Data Sheet

09/01/20 – 08/31/21

The Administrative Agency must complete one Project Sponsor Data Sheet for each Project Sponsor in each HSDA. Data Sheets must be submitted to the HOPWA Coordinator before the program year begins (09/01) and as changes in Project Sponsors and/or allocations occur. Electronic submission is acceptable for this form. Form A certifies all information herein is true.

<b>Administrative Agency:</b>			
<b>Date of Submission to DSHS:</b>		Choose a date.	
<b>Project Sponsor Agency Name:</b>			
<b>Parent Company (if applicable):</b>			
<b>HSDA:</b>		Choose an HSDA.	
<b>Project Sponsor Physical Address:</b>			
<i>Street and Unit, City, State, Zip, County</i>			
<b>Project Sponsor Website:</b>			
<b>Project Sponsor Agency Contact:</b>		Name	Phone
		Title	Email
<b>Employer Identification Number (EIN)/</b>			
<b>Tax Identification Number (TIN):</b>			
<b>DUN &amp; Bradstreet Number (DUN):</b>			
<b>North American Industry Classification System (NAICS) Code:</b>			
<b>Project Sponsor Central Contractor Registration status currently active?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Congressional District of Project:</b>			
<b>Congressional District(s) in this HSDA:</b>			
<b>Cities in this HSDA:</b>			
<b>Zip Codes in this HSDA:</b>			
<b>Counties in this HSDA:</b>			
<b>Is the Project a nonprofit organization?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, check if a faith-based organization		<input type="checkbox"/> Yes	
If yes, check if a grassroots organization.		<input type="checkbox"/> Yes	
<b>Does the Project maintain a waitlist?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		If yes, attach waitlist policies and procedures.	
<b>Select all that apply to the Project:</b>		<b>Selection process for Project:</b>	
<input type="checkbox"/> Minority Organization (1)		<input type="checkbox"/> Competitive RFP	
<input type="checkbox"/> Minority Provider (2)		<input type="checkbox"/> Sole source	
<input type="checkbox"/> Historically Underutilized Business (HUB) Certified		<input type="checkbox"/> Single source	
<b>Assurances</b>			
<b>I certify that this Project has not:</b>			
<input type="checkbox"/> Been suspended by DSHS or is delinquent on a repayment agreement to DSHS;			
<input type="checkbox"/> Had a contract terminated by DSHS for cause;			
<input type="checkbox"/> Had a required license or certification revoked that is required to carry out the terms of the subcontract; and			
<input type="checkbox"/> Voluntarily surrendered any license issued by DSHS within the past three (3) years.			
<b>I certify that the following is in place:</b>			
<input type="checkbox"/> Subcontract is in writing, developed to be consistent with the DSHS contract, and signed by both parties;			
<input type="checkbox"/> Programmatic/financial review of Project is conducted in accordance with Office of Management and Budget (OMB) circular;			
<input type="checkbox"/> Procedures used to advertise and award these funds meet the minimum standards required by OMB;			
<input type="checkbox"/> Subcontractor receives a written report of the results of all monitoring activities conducted; and			
<input type="checkbox"/> Appropriate corrective action steps are taken when subcontractor is not in compliance with contract terms.			
<b>Activity</b>	<b>Allocation</b>	<b>Households to be served:</b>	
TBRA	\$		
STRMU	\$		
FBHA	\$		
PHP	\$		
Supportive Services	\$		
Housing Information Services	\$		
Resource Identification	\$		
Project Sponsor Administration	\$		
<b>Total contract amount for Project:</b>	<b>\$</b>		
<b>Authorized Representative Signature:</b>			
<b>Date:</b>			
(1) Minority Organization: Board of Directors has 50% racial/ethnic minority members. (2) Minority Provider: a) history of targeting racial/ethnic minorities; b) located in/near racial/ethnic minority communities; c) offers culturally/linguistically appropriate services to reduce disparities.			



## Appendix F: Frequently Asked Questions

### *Program Eligibility*

**1. Does HOPWA allow conditional eligibility?**

No, a household is either eligible or ineligible. There is no flexibility in applying program eligibility requirements.

**2. Can a PLWH receive assistance under this program or must the diagnosis be more advanced?**

HUD has determined that all PLWH – regardless of how advanced – are eligible for assistance. Project Sponsors must collaborate with the AA to establish more restrictive eligibility criteria.

**3. Can a household exclude child support expenses from annual gross income?**

No, child support expenses may not be excluded from household annual gross income.

**4. Are financial contributions from family and friends included in annual gross income?**

The answer depends on whether the household member receives the contribution/gift “periodically” or “sporadically.” The Project Sponsor and household must determine if the source of income is periodic or sporadic. If the household member expects to receive a contribution/gift of \$200.00 per month for a year, then yes, the income is periodic and would be included in annual gross income. If it is sporadic, then it would be excluded. The **Determining Household Annual Gross Income Guide** provides additional guidance.

**5. Is the earned income of a minor included in annual gross income?**

No, the earned income of dependent children under the age of 18 is excluded from annual gross income. However, other income of dependent children under the age of 18 is included. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

**6. If a household includes two married persons with one spouse being the sole caregiver for the other, do we have to include the caregiver’s income in annual gross income?**

Yes, a spouse cannot be considered a live-in aide. Per 24 CFR §813.102, a live-in aide is a person who resides with an elderly or disabled person or persons and who (a) is determined to be essential to the care and welfare of the person(s), (b) is not obligated to support the person(s), and (c) would not be living in the unit except to provide necessary supportive services.

### *Program Services*

**7. Can TBRA, STRMU, or PHP pay for a hotel/motel stay?**

No, but STSH can. If a Project Sponsor does not provide STSH, a local emergency shelter may have funding for hotel/motel vouchers. The emergency shelter may provide other housing assistance and supportive services, too.

**8. Can TBRA, STRMU, FBHA, or PHP pay for moving expenses?**

No, these services cannot pay for a moving truck or other services to help someone move their belongings.

**9. Can a client simultaneously receive TBRA and STRMU assistance?**

No. Per HUD’s *HOPWA Grantee Oversight Resource Guide*, TBRA, STRMU, and FBHA service periods cannot overlap.

**10. Can a person living in public housing or enrolled in the Housing Choice Voucher program also receive HOPWA housing assistance?**

No, they may not receive TBRA, STRMU, or FBHA. However, clients may receive Supportive Services and PHP.

**11. Can a person enrolled in HOME Tenant-Based Rental Assistance also receive HOPWA housing assistance?**

No. As with persons living in public housing or enrolled in the Housing Choice Voucher program, they may not receive TBRA, STRMU, or FBHA while enrolled in another federal housing assistance program. However, clients may receive Supportive Services and PHP.

**12. Can we pay pro-rated first month’s rent?**

Yes, PHP could pay the full pro-rated rent or TBRA or TSH could pay a calculated share of the pro-rated rent.

**13. Is Form P required at the end of the year for clients continuing to the following year?**

Yes, Project Sponsors must record service outcomes on Form P to measure the effectiveness of program services (TBRA, FBHA, STRMU, Supportive Services). Form P must be completed if the household will be disenrolled from the program or continue to the next annual eligibility period.

**14. Can HOPWA funds pay for a houseboat and boat slip for a client living in a houseboat?**

Yes, if the boat slip provides water and utility connections. See Appendix A for Mobile Home requirements.

**15. Can housing assistance services be denied to clients who are active substance users or registered sex-offenders?**

HOPWA housing assistance should not be denied simply because a client uses or is alleged to use substances in their place of residence, or because they decline substance use treatment services. Household program eligibility must be based on the criteria specified in the eligibility section of this manual. The Project Sponsor may make referrals to appropriate treatment and supportive services with the client's consent. The owner of the rental property has the right to prohibit illegal activity on their property, and has the right to notify law enforcement officials when needed or to initiate eviction proceedings when a client has violated lease provisions. If a client is using substances and complying with the terms of the DSHS HOPWA Program Agreement and their housing plan, then the client has not violated any program rules. If a client is using substances and their substance use is related to their non-compliance with program rules or non-adherence to their housing plan, then Project Sponsors should work with the household to create a plan that will lead to compliance with program rules and adherence to their housing plan. If a realistic plan cannot be created, or the client remains non-compliant or non-adherent, then the household may be considered for termination per the Project Sponsor's termination policy and procedure. Termination should be a last resort.

Also, the HUD's Office of HIV/AIDS Housing has received several requests for clarification on whether HOPWA grantees carrying out rental assistance activities are subject to the admissibility and termination provisions in subtitle F ("Safety and Security in Public and Assisted Housing.") of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Subtitle F of QHWRA limits the Section 8 participation of persons who use controlled substances and persons subject to a lifetime registration requirement under a state sex offender registration program. These restrictions do not apply to the HOPWA Program and, therefore, HOPWA grantees are not required to comply with them in providing HOPWA rental assistance.

**16. Can a household have zero income and receive rental assistance services?**

Yes, household members with zero income must complete Form A and their income should be reassessed periodically.

**17. Can you pay the first month's rent out of TBRA or TSH?**

Yes, TBRA or TSH services may pay the first month of rent. However, this requires careful coordination with the owner or representative because they are unlikely to execute a lease before receiving the first month's rent. TBRA and TSH can pay first month's rent if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA or TSH). For example, PHP could pay for the security deposit and TBRA could then pay for the first month's rent. PHP does not necessarily have to pay the first month's rent, although it can.

**18. For rental assistance, do the FMR and community-wide exception rent standard tables include utilities?**

Yes, these tables include the cost of utilities (not phone, internet, or cable).

**19. Can DSHS provide guidance on rent standard and rent reasonableness requirements?**

For TBRA or TSH services, the gross rent of the proposed unit must be at or below the lower of the rent standard or reasonable rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA or TSH services. This does not mean the household is ineligible for the HOPWA Program or unqualified for TBRA or TSH services per se, it only means that the proposed unit cannot be approved for TBRA or TSH services. If the gross rent of the proposed unit complies with these requirements, a household would never pay more than their calculated rent payment as described in 24 CFR §574.310(d), and a Project Sponsor would never pay more than the "Maximum Subsidy" as described in 24 CFR §574.320(a)(1).

Source	Text ( <i>emphasis added</i> )
<a href="#">24 CFR §574.310</a>	d) 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 <b>must pay as rent</b> , including utilities, an amount which is the higher of:

	<ol style="list-style-type: none"> <li>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 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;</li> <li>2) 10 percent of the family's monthly gross income; or</li> <li>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.</li> </ol>
<a href="#">24 CFR §574.320</a>	<ol style="list-style-type: none"> <li>a) If grant funds are used to provide rental assistance, the following additional standards apply: <ol style="list-style-type: none"> <li>1) Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between: <ol style="list-style-type: none"> <li>i. The lower of the rent standard or reasonable rent for the unit; and</li> <li>ii. The resident's rent payment calculated under §574.310(d).</li> </ol> <p><b>NOTE:</b> The “Maximum Subsidy” is the monthly amount of TBRA or TSH funds that <i>could</i> be paid to an owner if a client is searching for a unit that complies with rent standard and rent reasonableness requirements. The actual assistance pays the difference between the contractual rent to the owner and the household’s calculated rent payment.</p> </li> </ol> </li> </ol>
<a href="#">Rental Assistance Guidebook</a>	<p>Clients <b>must find housing with rents that comply with both the rent standard and the reasonable rent</b>. Otherwise, the grantee may not provide rental assistance (page 82).</p> <p>An important point about the rent standard is that it includes both rent and utilities (page 83).</p> <p>As a final review to ensure that the total rent plus utilities (proposed gross rent) does not exceed the rent standard used by the program, the utility allowance should be added to the total rent to be charged by the landlord. If this amount exceeds the rent standard, then final calculation of the client rental share and the utility allowance will need to be recalculated (page 93).</p>

## 20. What if a unit does not comply with rent standard and rent reasonableness requirements for rental assistance services?

In short:

- The household could relocate to a unit that complies with rent standard/rent reasonableness requirements,
- The household could find another household to split housing costs with provided there are enough bedrooms to accommodate both households (shared housing arrangement),
- The household or Project Sponsor could identify and secure an alternate payer for household-paid utility costs in order to reduce or eliminate the amount of utility allowance required,
- The household could negotiate a new rent or revise the utility responsibilities with the owner, or
- On a unit by unit basis, the grantee may increase the rent standard by up to 10 percent for up to 20 percent of the units assisted (in other words, Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

## 21. For rental assistance, can a couple be approved for a two-bedroom unit? What if the couple requires two bedrooms for medical reasons (e.g., one person is incontinent, has sleep apnea, etc.)?

Generally, a couple only needs one bedroom. The intent of TBRA and TSH Occupancy Standards is to provide smallest number of bedrooms needed by a household without overcrowding. In determining unit size for a particular household, Project Sponsors may grant an exception to the Occupancy Standards if the exception is justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. Yes, Project Sponsors can make an exception to the Occupancy Standards for medical reasons if adequately justified. Also, if the individual needs a separate bedroom because of a disabling condition, Project Sponsors could grant a

reasonable accommodation (see Section 8: Fair Housing, Nondiscrimination, and Equal Opportunity, 5. Reasonable Accommodations).

**22. For rental assistance, if more than one adult household member is living with HIV, would the additional adults qualify for a dependent deduction?**

It depends on if the other adults living with HIV have been designated as the head of the household, co-head, spouse, or sole member. Some household members may never qualify as dependents regardless of age, disability (including HIV), or student status. The head of the household, co-head, spouse, or sole member may never qualify as dependents. Also, a foster child, foster adult, an unborn child, a child who has not yet joined the household or a live-in aide may never be counted as a dependent. For example, if the other adult household member living with HIV is a significant other and designated as a co-head or spouse, this member would not qualify as a dependent.

**23. For rental assistance, can an undocumented household member qualify for a dependent deduction?**

No, not because they are undocumented. The dependent deduction is for each household member (with the exceptions noted in Question 35) who is under 18 years of age, disabled, or a full-time student of any age.

**24. Our household lives in a rural county. The county does not have a housing authority. We are having trouble obtaining a utility allowance schedule for Form H. What should we do?**

Project Sponsors should contact the housing authority that is nearest to the household. The housing authority does not necessarily have to be located in the same county as the household. After locating the nearest housing authority, Project Sponsors must keep a copy of the utility allowance schedule they used in the household's file.

**25. Can DSHS explain the recent changes to Earned Income Disregard?**

Section 102(a)(2) of the Housing Opportunities Through Modernization Act of 2016 (HOTMA) eliminated section 3(d) of the United States Housing Act of 1937, which allowed for the disallowance of earned income (EID) from rental assistance calculations. The Earned Income Disallowance (EID) is no longer authorized under the 1937 Act. Households receiving the EID benefit as of [insert date of final rule] may continue receiving the EID benefit until their allowed timeframe expires.

**26. A client receiving TBRA services has not provided any documentation to indicate he has been retained in medical care. Is the client non-compliant with HOPWA policies?**

No, HOPWA only requires proof of HIV when determining basic program eligibility. Other than that, households are not required to provide additional medical documentation unless they have agreed to do so in their housing plan. Based on the information available, the client has not violated any rules. Furthermore, termination from HOPWA should be a last resort. Yes, HOPWA is intended to promote better health outcomes and using current medical documentation for monitoring purposes can be a good practice. Regardless, HOPWA prioritizes housing stability. If a Project Sponsor will require clients to provide medical documentation as a condition of receiving housing assistance, then the Project Sponsor should enact and uniformly implement a policy for all HOPWA clients. Also, clients should have the opportunity to give informed consent by signing an acknowledgement of the Project Sponsor's unique termination policy prior to enrollment.

**27. If a household is being considered for rental assistance services, but they are unlikely to be approved for the Housing Choice Voucher Program or other affordable housing programs in the future (e.g., criminal background barriers), does this disqualify the household from rental assistance services?**

No, some households may not be eligible for the Housing Choice Voucher Program or other affordable housing programs and it would be unreasonable to expect that their applications would be approved (this should be documented with a denial letter that explains why the household's application was denied and includes the duration of the household's ineligible period if applicable). In these circumstances, rental assistance could be used indefinitely or until the household becomes eligible for other long-term housing assistance options.

**28. If a household is already receiving rental assistance services, but they are ineligible for the Housing Choice Voucher Program or other affordable housing programs due to a criminal background record, do they still have to apply only to be denied? Could they apply, be denied once, and not have to reapply every 90 days? Also, if a client applies, but cannot move due to health reasons that have been documented by a physician, do they also have to reapply every 90 days?**

If the household is not eligible for the Housing Choice Voucher Program or other affordable housing programs, they do not have to apply repeatedly. A denial letter that explains why the household's application was denied and includes the duration of the household's ineligible period is sufficient. The denial letter may be used for the duration of the ineligible period. When the ineligible period is over, the household should apply again if possible.

If a physician says a household cannot move for health reasons, attach documentation from the physician that describes the reasons to Form J. If the household member recovers from whatever prevented the move, then they should apply again per usual. Note, HUD issued a press release titled “HUD and Justice Department announce new efforts to ease transition from prison and expand opportunities for jobs and housing.” The full press release and a link to the accompanying guidance can be found [here](#). One paragraph in particular could potentially increase access to public housing for some households with criminal background barriers:

“HUD announced updated public housing arrests guidance to Public Housing Authorities (PHAs) regarding the use of arrests in determining who can live in HUD-assisted properties. The guidance outlines that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants; and reiterates that HUD does not require PHAs and owners to adopt “One Strike” policies and includes best practices and models of success from PHAs across the nation.”

**29. Are foster children or foster adults considered dependents when determining annual adjusted income?**

No. Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, foster children and foster adults are not considered dependents and are not eligible for a \$480 deduction when performing a rental assistance calculation. However, payments a household receives for the care of foster children or foster adults are excluded from annual gross income.

**30. A client is establishing guardianship of his nephews who live with him. May we count the nephews as dependents when determining annual adjusted income?**

Yes. Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, household members are not required to have legal custody of a dependent in order to receive the dependent deduction.

**31. How can housing status for STRMU be confirmed if the client’s name is not on the lease agreement?**

HUD Notice 06-07 for STRMU states: “In order to receive STRMU assistance, there must be evidence of client tenancy or ownership and residency. To receive rental payments, the eligible individual or a member of the resident household must present evidence that they are a named tenant under a valid lease or that they are a legal resident of the premises.” Possible sources of evidence of this include, but are not limited to:

- Documentation that the individual has been responsible for rental payments. Rental receipts, a cancelled check or a copy of a money order from the tenant to the owner would satisfy this condition.
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of tenancy would also be satisfactory.
- If not named on the lease, any written documentation from the owner that the individual is a legal resident of the property.

**32. A household uses a pay-as-you go utility service. The company uses email or text to inform someone of how much electricity they have used. This gives the household a chance to add money to their balance. The utility vendor draws from this, similar to a pay-as-you-go cell phone. Without a formal bill that describes what is due, how would a Project Sponsor obtain supporting documentation for STRMU payments and track the 21-week period?**

In short:

- The utility vendor could provide a summary that indicates previous pre-use payments made by the client and the amount of electricity days that the payment “bought” them.
- The utility vendor may bill for services in arrears for the actual energy their home consumed. Therefore, a print-out should be able to provide the information to help determine how much STRMU assistance will purchase, and the approximate number of days that STRMU will cover.
- This verification and a print-out of the program from their web site should provide sufficient documentation for the payment and for tracking purposes.

**33. Can a homeless household receive STRMU services to pay a utility debt so that they can establish utility services at a new address they will be assisted in moving into (i.e., can STRMU be used for rapid rehousing purposes)?**

Although rapid rehousing is a good goal for households, STRMU cannot be provided for back debts for homeless households. Households must be currently housed in order to qualify for STRMU. STRMU is intended to stabilize households experiencing a crisis due to health or income loss that can be alleviated with a short-term assistance to keep them in their current housing if they can sustain it after the STRMU assistance ends. PHP can pay for utility hookup fees and deposits. PHP can also pay for utility arrears or other past expenses if a household must

pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit. Project Sponsors could also contact the utility company to see if they would agree to a PHP deposit for the new service and a payment plan for the past-due amount. Because of PHP financial limitations, Project Sponsors may have to use other sources of funding to leverage the costs.

- 34. How do we correctly attribute debts to a specific timeframe for STRMU tracking? For example, a household may owe a debt of \$500.00 to their utility company in addition to the \$100.00 they owe for the most recent metering period. The \$500.00 debt has accrued over several months. How would we break this debt down into days without a record of the amount due each month?**

Project Sponsors should obtain either 1) a series of bills detailing the current charges for each metering period or 2) a ledger from the owner/representative or utility company that details how the debt accrued and any payments made by the household. This is the only way of knowing the exact amounts of debts accrued in a given timeframe with any certainty.

- 35. Are property taxes an eligible STRMU cost?**

Yes, if the taxes are included in the mortgage payment. Otherwise, they are not.

- 36. A household is composed of one serodiscordant couple. The household receives STRMU services. If the other individual seroconverts, do they qualify the household for an additional 21 weeks of assistance?**

No, the 21 weeks of assistance are for the household, not individual household members, and cannot be doubled or otherwise increased.

- 37. Can we use STRMU to pay rent, mortgage, and/or utility bills that predate their enrollment in the HOPWA Program? For example, if a client was enrolled in the HOPWA Program in January, can we pay December bills?**

Yes, STRMU may pay for previous, verifiable balances that predate a household's enrollment date in the HOPWA Program and the start date of STRMU services in order to prevent homelessness. Tracking the days of accrued costs that STRMU has paid for is merely a method of ensuring that the total amount of STRMU assistance is capped at 147 days. This also applies if the accrued costs of the bills predate the start date of the contract period (the HOPWA 2020 program year is 09/01/20 – 08/31/21). For example, a check cut in September for outstanding bills from August of the prior contract year would be billed to the contract that started in September regardless of which days of accrued costs you are paying for. Thus, there is meant to be a "seamless" housing assistance service even though a contract timeframe is crossed. From an accounting perspective, the predating bills would be charged on the current project year's budget.

- 38. If a client enrolls in the HOPWA program in June and receives STRMU utility assistance for that month plus the previous months of April and May, does this count as one month of assistance or three months?**

The 21-week limit under STRMU is based on days of accrued costs. Therefore, if STRMU pays April, May, and June, then that would constitute roughly 91 days (depending on the actual utility metering periods for each bill) out of 147 days in a 52-week period – regardless of what day or month the check is cut.

- 39. With regard to the 21-week cap for STRMU, what happens when the 21<sup>st</sup> week is in the middle of a month?**

The household or another source of assistance will have to pay for any balances beyond what STRMU can cover.

- 40. If an agency provides one month of STRMU assistance in March, then another month in September, then another month in December, do they need to fill out Form P each time?**

No, Project Sponsors are only required to collect disenrollment information when the household is disenrolled from the program. Form P tracks both service outcome data (for TBRA, STRMU, FBHA, and Supportive Services) and program disenrollment data (if applicable) that must be reported to HUD. However, the form should be updated as services start and end and as specific service outcomes are achieved.

- 41. Can Project Sponsors develop their own system of tracking the STRMU 21-week cap?**

No, DSHS Project Sponsors must use the calendar day method. Per HUD's *HOPWA Short-Term Rent, Mortgage, and Utility Assistance Guide*, a grantee's Project Sponsors must use a uniform tracking method.

- 42. Does HUD permit a waiver of the STRMU 21-week cap?**

HUD regulations permit a waiver to be granted through the HUD Headquarters office on a case-by-case basis and approval can be granted only by the HUD Assistant Secretary for Community Planning and Development. HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

- 43. Are Project Sponsors required to establish an Annual STRMU Cap?**

No. Project Sponsors may choose to set an Annual STRMU Cap based on available funds and clients' needs.

- 44. Due to limited funds and with the approval of the AA, can a Project Sponsor allocate only for STRMU?**



Project Sponsors must justify to the AA the reason for providing only STRMU. For example, an acceptable justification may be that another organization is meeting the need for TBRA. Project Sponsors should not decide to provide only one service based on administrative purposes. The decision should be based on local needs.

**45. Can a Project Sponsor choose not to pay late and/or reconnect fees?**

Yes. Note, if a Project Sponsor chooses to not pay late and/or reconnect fees for any households, the Project Sponsor must have a local program policy stating that it will not pay late and/or reconnect fees and the policy must be approved by the AA. Project Sponsors should first consider the consequences of such a policy on their ability to adequately prevent homelessness and/or facilitate access to housing.

**46. Is a Project Sponsor required to allow assistance for security and utility deposits?**

No. Project Sponsors may choose to provide PHP services based on current program funds, the need for move-in assistance within their HSDA, and capacity to maintain accounting records for returned security and utility deposits ("program income").

*Household Composition and Shared Housing Arrangements*

**47. What is the difference between the client household and roommate households?**

A roommate relationship (shared housing arrangement) is established for the purposes of sharing rent and utilities in return for receiving a share of the space available. In shared housing arrangements, two or more unrelated households live in a single unit. Applicant households must identify their household members during initial eligibility certifications and interim and annual eligibility recertifications. Household membership is defined by the household, not by blood or marital relationships.

**48. Can a household rent a room or property from family?**

The shared housing regulations in 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Also, per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. However, Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for a household member who is disabled. For example, a reasonable accommodation would permit a person with disabilities, including PLWH, to receive benefits when housed with a family member who owns or rents the housing unit if a medical professional determines that living with the family member is important to the client's overall health and welfare. In such situations, the resident owner's income is not to be counted in determining the household's income eligibility for the program. Such payments are based on the number of bedrooms that the person with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units. To further clarify, a reasonable accommodation is permitted for clients who need to stay in place as an accommodation for their disability. If able, a client can make a reasonable accommodation request in writing, however, if the client is unable, they may have someone assist them with the request. Project Sponsors may also ask for written verification from a healthcare provider or someone knowledgeable about the person's disability as back-up for the file. A reasonable accommodation should not be used merely as a mechanism for clients not to have to move or in an effort to exclude additional household member's income that would normally be considered when determining income eligibility – but be legitimately due to their particular disability. Overall, the process for requesting and approving reasonable accommodations shouldn't be complicated, and generally, in other housing programs such as Section 8, reasonable requests are more often approved than not. See the decision tree under Appendix J: "Can I Pay this Owner?" for additional guidance.

**49. Can an applicant household with a child who does not live with them include the child as part of the application?**

No, the dependent child must live in the household at least 51 percent of the time to be included as a household member.

**50. If two single-person households live together in a shared housing arrangement (i.e., roommates) but then decide to get married (i.e., the roommate joins the client's household), how do we document this change?**

Conduct an interim eligibility recertification to document the change in household composition and assess other eligibility factors.

*Other Questions*

**51. Which HOPWA contract pays September rent?**

Checks cut before 09/01 should be credited to the prior contract. For example, a check cut on 08/31/20 for September rent would be billed to HOPWA 2019 (02/01/19 – 08/31/20). A check cut on 09/01/20 for September rent would be billed to HOPWA 2020 (09/01/20 – 08/31/21).

**52. When a lease agreement is not available, what type of documentation is needed for housing assistance?**

An executed formal lease is preferable because it (a) confirms residency for program eligibility, (b) confirms tenancy as a prerequisite for TBRA, STRMU, and TSH services, and (c) is a supporting document for housing assistance payments. Also, an executed formal lease affords legal protections to households and contributes to housing stability. Sample leases are available online. If Project Sponsors cannot obtain an executed formal lease, a letter signed and dated by the owner and the client is acceptable if it contains the following information: Address of unit, amount of rent, due date of rent, period covered by the lease, whether utilities are included in the rent and what kinds, and the address and phone number of the owner or other individual to whom payment is to be made (see Appendix I: Tenant Lease Provisions for additional guidance).

**53. What are the penalties for households that violate the terms of their lease?**

A household may be considered for termination from the program if they violate the terms of their lease or occupancy agreement. Project Sponsors must ensure that Supportive Services are provided so that a household's assistance is terminated only in the most severe cases. The Project Sponsor must follow their termination policy. If a household will be evicted from their unit for violating the terms of their lease, but will not be terminated from the program, the household may receive PHP services as a rapid-rehousing intervention.

**54. What is the liability of the Project Sponsor under the Housing Quality Standards?**

None. The inspection is not a declaration that the unit is a safe environment and should not be represented that way. Additionally, Form G states that the person performing the inspection has inspected the property to the best of their ability. This does not imply any professional liability.

**55. How does the Project Sponsor ensure smoke detector compliance without an inspection?**

TBRA and TSH services require an inspection, but STRMU, STSH, and PHP services generally do not. For STRMU, STSH, and PHP, clients self-certify the presence of functional smoke detectors using Form G.

**56. If a client was terminated from the program, do they have the right to reapply for the program the following month?**

Yes. There is no clock-time limitation between program enrollment periods. Project Sponsors should have a termination policy that notes the duration that a client will have to wait to reapply for the program if terminated or for specific program services if services have ended.

**57. If an AA receives a refund for disallowed costs from a Project Sponsor, what do we do with it?**

- If an AA receives a refund from a Project Sponsor and the contract that funded the cost is still open, the AA must use all returned funds to pay other HOPWA expenses incurred during the remainder of the contract before requesting further reimbursement from DSHS. If the contract closes before the AA has exhausted the refund, the AA must return the remaining funds to DSHS. The AA refund to DSHS should identify the specific contract that originally funded the cost.
- If the AA receives a refund from a Project Sponsor and the contract that funded the cost is closed, the AA must return the funds to DSHS and the refund should identify the specific contract that originally funded the cost.

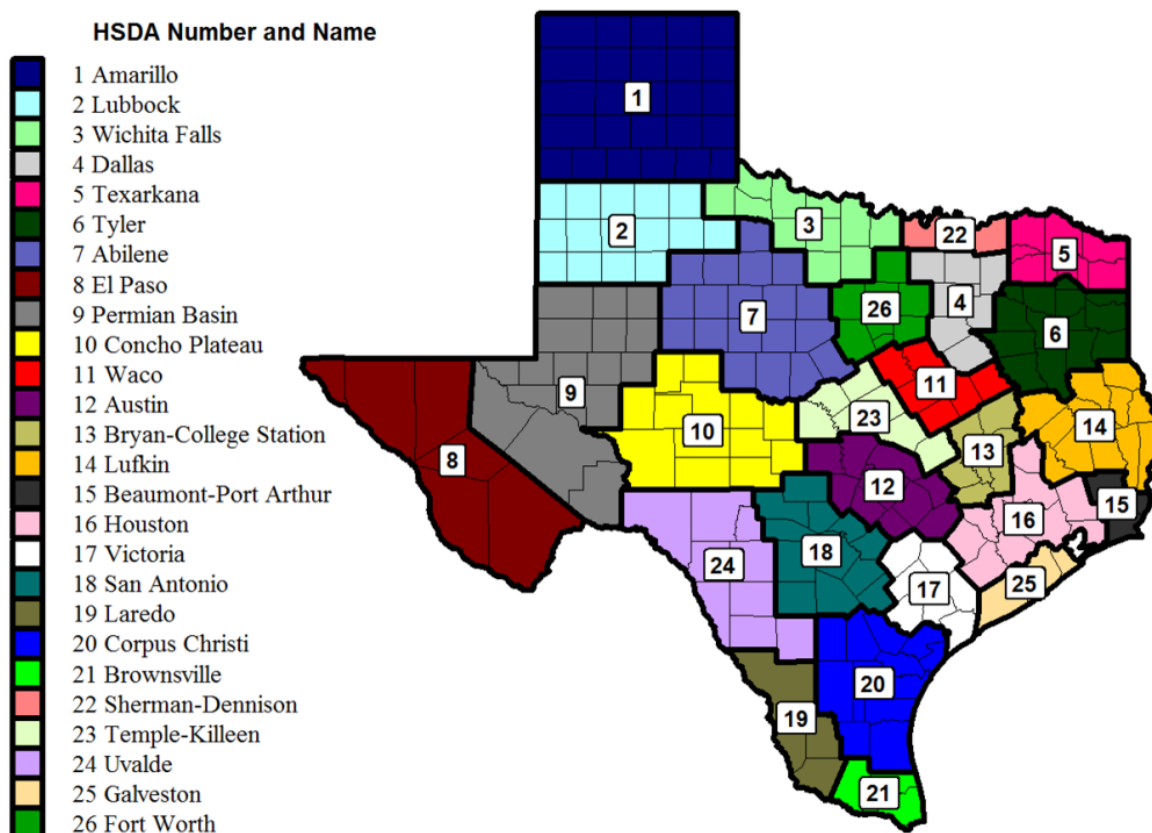
**58. If a Project Sponsor receives a refund for a security/utility deposit from a vendor, what do we do with it?**

- If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is still contracted to provide HOPWA services, the Project Sponsor must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from the AA. Project Sponsors must report security/utility deposit refunds (credits) as program income on the Program Progress Report (PPR) and on the Program Income line of Form 269a, Financial Status Report.
- If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is no longer contracted to provide HOPWA services, the Project Sponsor must return the remaining funds to the AA. The AA must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from DSHS.

**59. What is a unit of service for HOPWA?**

A unit of service would be one service transaction (e.g., one TBRA payment or one STRMU payment).

## Appendix G: HIV Service Delivery Area (HSDA) Map and Counties



Plan Area (7)	HSDA (26)	Counties (254)
South Central	San Antonio	Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, Wilson
Central	Abilene	Brown, Callahan, Coleman, Comanche, Eastland, Fisher, Haskell, Jones, Kent, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton
	Austin	Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson
	Bryan-College Station	Brazos, Burleson, Grimes, Leon, Madison, Robertson, Washington
	Eagle Pass-Uvalde	Dimmit, Edwards, Kinney, La Salle, Maverick, Real, Uvalde, Val Verde, Zavala
	San Angelo-Concho Plateau	Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, Tom Green
	Temple-Killeen	Bell, Coryell, Hamilton, Lampasas, Milam, Mills, San Saba
	Victoria	Calhoun, DeWitt, Goliad, Gonzales, Jackson, Lavaca, Victoria
	Waco	Bosque, Falls, Freestone, Hill, Limestone, McLennan
	Wichita Falls	Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, Young
Northeast	Dallas	Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Navarro, Rockwall
	Sherman-Denison	Cooke, Fannin, Grayson
East	Beaumont-Port Arthur	Hardin, Jefferson, Orange
	Galveston	Brazoria, Galveston, Matagorda
	Houston	Austin, Chambers, Colorado, Fort Bend, Harris, Liberty, Montgomery, Walker, Waller, Wharton
	Nacogdoches-Lufkin	Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler
	Texarkana-Paris	Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, Titus
	Tyler-Longview	Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt, Wood
PanWest	Amarillo	Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Wheeler
	El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
	Lubbock	Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, Yoakum
	Midland-Odessa	Andrews, Borden, Crane, Dawson, Ector, Gaines, Glasscock, Howard, Loving, Martin, Midland, Pecos, Reeves, Terrell, Upton, Ward, Winkler
South	Brownsville-Harlingen	Cameron, Hidalgo, Willacy
	Corpus Christi	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio
	Laredo	Jim Hogg, Starr, Webb, Zapata
Northwest	Fort Worth	Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, Wise

## Appendix H: Rental Assistance Instructions for Shared Housing Arrangements

(Source: 24 CFR §574.320(b), §982.306(d), §982.615 – 982.618. HOPWA Rental Assistance Guidebook, Chapter 4: Program Operations – Rental Subsidy)

Per 24 CFR §574.320(b), shared housing arrangements where two or more unrelated households live together are allowable under TBRA and TSH services. Shared housing can often be a cost effective alternative to individual housing arrangements. Shared housing arrangements should be voluntary. Project Sponsors must use the following instructions when completing **Form H: Rent Standard and Rent Reasonableness Certification**.

### Qualifications

To qualify for shared housing, 1) the entire unit must meet all Housing Quality Standards; 2) the unit must include (whether in the private or common space) a living room, sanitary facilities, and food preparation and refuse disposal facilities; 3) the entire unit must provide adequate space and security for all of its households (whether assisted or unassisted); 4) the unit must contain private space for each household, plus common space for all households; and 5) the private space for each household must contain at least one bedroom for each two members. A zero- or one-bedroom unit may not be used for shared housing.

Additionally, an assisted person may not be related by blood or marriage to a resident owner and Project Sponsors cannot provide housing assistance if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the household. Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for a household member with disabilities (see Appendix J: “Can I Pay this Owner?”).

### Rent Standard Requirements in Shared Housing Arrangements

In shared housing, rent standard requirements still apply. The rent standard for shared housing is the lower of:

- **Rent Standard for the size of the private space**  
For example, if a household qualifies for two out of three bedrooms, select the rent standard for a two-bedroom. Enter the value on Form H under Rent Standard.  
**\*OR\***
- **Rent Standard for the pro-rata share of the private space as compared to the total space in the unit**  
Divide the total space the household qualifies for by the total private space available to determine the pro-rata share. For example, if a household qualifies for two out of three bedrooms, divide the rent standard for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Rent Standard.

### Rent Reasonableness Requirements in Shared Housing Arrangements

In shared housing, rent reasonableness requirements still apply. The reasonable rent for shared housing depends on:

- **If the rent standard for the size of the private space is used, then comparison units should have this unit size**  
In the above example, if the rent standard for a two-bedroom was lower than the pro-rata shared rent, then comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness.  
**\*OR\***
- **If the rent standard for the pro-rata share of the private space as compared to the total space in the unit is used, then comparison units should have the same number of total bedrooms**  
In the above example, if the pro-rata shared rent for two out of three bedrooms was lower than the rent standard for a two-bedroom, then comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. The rents of the comparison units must be figured using the same pro-rata share. If the comparison unit rent is \$600.00 and the household will occupy 2 out of 3 bedrooms, the comparison unit rent will be figured as \$400.00 ( $(\$600.00 / 3) * 2 = \$400.00$ ).

**NOTE:** If the household will receive a utility allowance, the allowance for the proposed and comparison units must be figured as the pro-rata share of the private space. Project Sponsors must use the allowance for the actual number of bedrooms the household will occupy, not the number of bedrooms the household qualifies for per the Occupancy Standards. For example, if a household will occupy two out of three bedrooms, divide the utility allowance for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Utility Allowance.

## Appendix I: Tenant Lease Provisions

(Source: HOPWA Rental Assistance Guidebook, Chapter 5: Program Operations – Policies and Procedures. HOPWA Grantee Oversight Resource Guide, Leases)

Project Sponsors should ensure that prospective leases for TBRA and TSH services include and exclude certain provisions as described in this Appendix. Program staff should review prospective leases to ensure they meet any additional requirements developed by the Project Sponsor. Households should not be directed to sign a lease until this review is complete. Generally, the lease should be for not less than one year and should allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for a household and such shorter term is the prevailing local market practice. Executed leases (i.e., signed and dated by all parties) must be maintained in each household's file. In shared housing arrangements where two or more unrelated households live together, Project Sponsors must obtain a written roommate agreement with a breakout of each household's share of the total rent to the owner.

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

- Details about the rental amount, including tenant and rental program shares of the rent to be paid monthly
- List of utilities to be paid or provided by owner and those to be paid by tenant
- List of appliances to be provided by owner
- Explanation of owner's responsibility for maintenance and services
- Condition(s) necessary for eviction
- Prohibition against discrimination
- Amount of security deposit and who will pay it
- Names of all occupants that will be living in the unit

### **The following provisions should be excluded from the lease:**

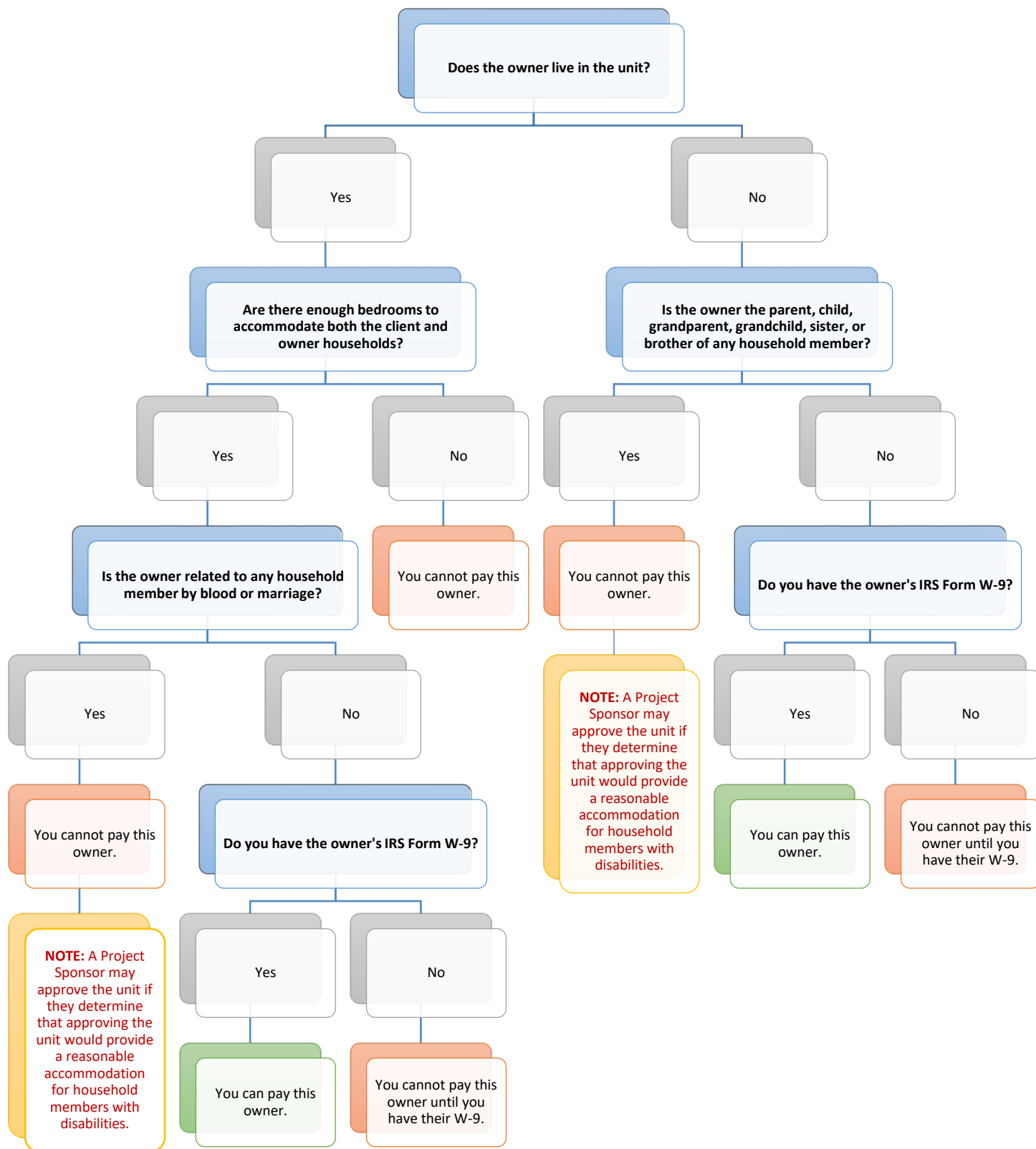
- *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
- *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (Note: This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.)
- *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent
- *Waiver of notice.* Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant
- *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant 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 tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
- *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant (Note: The tenant may be obligated to pay costs if the tenant loses.)
- *Payment of additional rent or fees to owner.* Agreement by the tenant to pay additional rent or fees to the owner out of pocket once occupancy takes place

### **The terms should allow the owner to terminate or not 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
- For other good cause

## Appendix J: "Can I Pay this Owner?"

(Source: 24 CFR §982.306(d), §982.615(b)(3))





## Appendix K: VAWA Requirements for Rental Assistance Services

(Source: 24 CFR §5, Subpart L; §574.310; §574.460; §574.530, §574.604)

### Owners

- Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location.
- The **VAWA Lease Addendum** provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer.
- Owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.
- Owners may bifurcate a lease in order to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries.
- If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination.

### Survivors

- These protections are for survivors 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 VAWA.
- Protections are not limited to women; VAWA covers survivors regardless of sex, sexual orientation, or gender identity. Survivors cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.
- If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow the documentation and confidentiality requirements.
- Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household.
- Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

### Grace Periods

- Project Sponsors must collaborate with the AA to develop a local program policy and procedure for reasonable survivor grace periods. Among other grace period considerations, the policy must address VAWA lease bifurcations where the accused perpetrator is the eligible individual and the survivor is a remaining beneficiary.
- Project Sponsors must provide the survivor and remaining beneficiaries a period which shall be no less than 90 calendar days and no more than one year from the date of lease bifurcation to: Establish eligibility for the DSHS HOPWA Program, another housing program, or find alternative housing.
- Project Sponsors must notify the survivor and remaining beneficiaries of the duration of the grace period and may assist them with information on other available housing programs and with moving expenses.
- Project Sponsors must provide housing assistance and supportive services to the survivor and remaining beneficiaries during the grace period.

### Notification Requirements

- Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications.
- The Notice and Certification must be made available in multiple languages.
- The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

### Emergency Transfers

- Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued rental assistance. Project Sponsors must make its Plan available upon request and, when feasible, must make its plan publicly available.
- To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy.
- If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request.
- The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation.
- Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

### Request for Documentation

- If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation specified under Permissible Documentation.
- Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status.
- If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:
  - Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
  - Deny housing assistance and supportive services to the applicant or beneficiary;
  - Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
  - At the Project Sponsor's discretion, extend the 14-business-day deadline.

### Permissible Documentation & Submission Requirements

- In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:
  - The **VAWA Certification Form**, which:
    - States that the applicant or beneficiary is a survivor;
    - Describes the incident; and
    - Includes the name of the accused perpetrator if it is known and safe to provide; or
  - A document:
    - Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the survivor has sought assistance relating to the incident or the effects of abuse;
    - Signed by the applicant or beneficiary; and
    - That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
  - A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  - At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.
- If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the accused perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

### Confidentiality

- If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence.
- Project Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
  - Requested or consented to in writing by the survivor in a time-limited release;
  - Required for use in an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program; or
  - Otherwise required by applicable law.

## Prohibited basis for denial or termination of assistance or eviction

- An applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the 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, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.
- A beneficiary of the DSHS HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
  - A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

## 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:
  - A serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident; or
  - Good cause for terminating the assistance, tenancy, or occupancy rights under the DSHS HOPWA Program of the survivor or threatened survivor of such incident.

## Limitations of VAWA protections

- VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to:
  - The rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking; or
  - The distribution or possession of property among beneficiaries.
- VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household 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 24 CFR §5.2003.
- Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the accused 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 accused 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 beneficiaries.

