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Health and Human
Services

Texas Department of State
Health Services

APPENDIX C

Texas Department of State Health Services

Housing Opportunities for Persons with AIDS (HOPWA)

Program Manual

02/01/26

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PROGRAM MANUAL

Section 1. Purpose and Use of the Manual

This manual provides an overview of the Texas Department of State Health Services (DSHS) Housing Opportunities for Persons with AIDS (HOPWA) Program. It guides DSHS Administrative Agencies (AAs) and Project Sponsors regarding program requirements, allowable activities, administration, and oversight. It does not replace existing guidance produced by the U.S. Department of Housing and Urban Development (HUD). For additional information about the HOPWA program, please visit the [HUD Exchange HOPWA Page](#).

Section 2. Program Rules

The HOPWA rules in 24 Code of Federal Regulations (CFR) §574 provide general standards for eligible activities such as determining household 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

- **Achieved Viral Suppression**

When the load or volume of HIV present in a person's blood measures less than 200 copies per milliliter of blood.

- **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 ensures a comprehensive continuum of care exists in its funded area by managing, distributing, and overseeing Federal and State HIV care services funds. The [Ryan White Program Requirements for Service Delivery and Administrative Contracts](#) provide additional guidance on the entity's roles and responsibilities.

- **Administrative Costs**

Costs for general management, oversight, coordination, evaluation, and reporting. Statute limits grantee administrative costs to 3 percent of the total grant award, expended over the life of the grant. DSHS shares grantee administrative costs with AAs. The sum of DSHS and AA administrative costs cannot exceed 3 percent of each annual grant amount. AAs may also leverage State Administration funds for AA HOPWA administrative costs. Statute limits Project Sponsor administrative costs to 7 percent of the portion of the grant amount they receive.

- **Anti-Retroviral Therapy**

The combination of drugs used to treat HIV.

- **Area Median Income (AMI)**

HUD sets and publishes [Area Median Income](#) (AMI) limits, determining income eligibility for assisted housing programs, including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location.

- **Beneficiary(ies)**

All members of a household (living with or without HIV) who benefited from HOPWA assistance during the operating year, not including the eligible individual (see "Eligible Individual").

- **Chronically Homeless Person**

Per 24 CFR §578.3, a [chronically homeless](#) person means (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. HUD considers HIV a disabling condition.

- **Eligible Individual**

The one low-income person living with HIV (PLWH) who qualifies a household for HOPWA assistance. You might designate this person as the "Head of Household." When a performance report asks for information on eligible individuals, report only this person. If a household has more than one PLWH, designate additional PLWHs as beneficiaries.

- **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, services link to a specific unit or building. If a household moves out of their unit, they cannot transfer their assistance to another unit. The subsidy amount depends on several factors, including household income and rental costs associated with the household’s lease or sublease. If the Project Sponsor owns the facility, the program classifies the rental assistance as project-based rental assistance (PBRA). If the Project Sponsor leases the facility, the program classifies the rental assistance as master leasing.

- **Faith-Based Organization**

Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations incorporated separately from congregations and national networks.

- **Family**

Per 24 CFR §5.403 and §574.3, 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 (the program considers a child who is temporarily away from the home because of placement in foster care as a family member),
 - 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, important to the eligible person or person's care or welfare, and surviving members of any family described in this definition who lived 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 remain open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. This means that the program considers a family any group of people who present together for assistance and identify themselves as a family – regardless of relationship, age, disability, or other factors – and Project Sponsors serve them 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. HUD has broadly implemented the term “household” instead of “family.”

NOTE: The program does not define “family” as persons related by blood or marriage. See “Household.”

- **Grassroots Organization**

An organization headquartered in the local community where it provides services, has a social services budget of \$300,000 or less annually, and six or fewer full-time equivalent employees. The program does not consider local affiliates of national organizations “grassroots.”

- **Gross Rent**

The sum of combined rent and utilities costs. For rental assistance services, the gross rent of the unit, including appropriate utility allowances, must fall 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 allocating federal and state HIV care services funds.

- **Household**

A single person or a group of persons residing together. See “Family.” The program considers a household any group of people who present together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – and Project Sponsors serve them together as such. The program uses this term to collect data on eligibility changes, service access, and housing stability outcomes. Do not include live-in aides (see “Live-In Aide”) and non-beneficiaries (e.g., roommates in a shared housing arrangement) who resided in the unit in the household.

- **Housing Information Services (HIS)**

Counseling, information, and referral services dedicated to assisting eligible households locate, acquire, finance, and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination based on race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or handicap/disability.

- **Housing Stability**

The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See Section 14. Program Activities for all service outcome categories.

- **Human Immunodeficiency Virus (HIV)**

A virus documented by a positive serologic test that infects the body and destroys portions of the immune system.

- **Improved HIV Viral Load**

A reduction in the load or volume of HIV present in the eligible individual's blood at the end of the reporting period compared to the beginning of the reporting period. Most PLWH engaged in medical care have routine laboratory tests. The eligible individual's latest laboratory test report should include viral load results.

- **In-Kind Leveraged Resources**

Additional types of support provided to assist HOPWA beneficiaries, such as volunteer services, materials, and the use of equipment and building space. The value of the support may include actual costs contributed from other leveraged resources or estimated costs based on customary rates. Use the criteria described in [2 CFR §200.306](#) to determine a rate for contributed volunteer time and services. Base the value of any donated material, equipment, building, or lease on the fair market value at the time of donation. Value donations using recent bills of sale, 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 directly or indirectly support HOPWA program delivery.

- **Live-In Aide**

A person who resides with the 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 live in the unit except to provide the necessary supportive services. The program does not consider live-in aides household members. The household must identify whether an individual is a household member or a live-in aide at the time of application and any subsequent renewals.

- **Master Leasing**

A facility-based rental assistance service linked to specific units (single or scattered site) leased from an owner by a Project Sponsor. Project Sponsors sublease the units to eligible households. Project Sponsors facilitate housing by assuming the tenancy burden for households unable to independently obtain a lease due to a lack of income or poor credit, rental, or criminal history. Unlike Tenant-Based Rental Assistance, the assistance cannot transfer to another unit.

- **Maximum Subsidy**

The maximum amount of grant funds used to pay monthly rental assistance cannot exceed the difference between the lower of the rent standard or reasonable rent for the unit and the household's calculated monthly rent payment.

- **Medically Assisted Living Facilities**

HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. The assistance may include regular medical care, supervision, and rehabilitation.

- **Nonbinary**

A gender other than singularly female or male.

- **Operating Costs**

Facility-Based Housing Assistance operating costs can include day-to-day housing functions like interior and exterior maintenance, security measures, insurance, utilities for the facility and units, furnishings for the facility and units, salary and fringe, equipment, supplies, and other incidental costs, but not staff costs for delivering services.

- **Outcome**

The degree to which the HOPWA-assisted household has established or maintained a stable living environment in safe, decent, and sanitary housing, reduced risks of homelessness, and improved access to HIV treatment and other healthcare 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 used to help households establish permanent residence with a reasonable expectation their occupancy will continue. Eligible costs include application fees, related credit checks, utility hookup fees and deposits, and reasonable security deposits necessary to move persons into permanent housing.

- **Program Income**

Gross income directly generated from using HOPWA funds (e.g., household rent payments to the Project Sponsor, security or utility deposit refunds, and so on). See grant administration requirements for program income at 2 CFR §200.307.

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

A facility-based rental assistance service linked to specific units (single or scattered site) owned or controlled by a Project Sponsor. Project Sponsors lease the units to eligible households. Unlike Tenant-Based Rental Assistance, the assistance cannot transfer to another unit.

- **Project Sponsor**

Any nonprofit organization or governmental housing agency receiving 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 must provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows:



- **Rental Assistance**

A housing assistance service that subsidizes the rent of a household, including assistance for shared housing arrangements. The subsidy amount depends on several factors, including household income and rental costs associated with the household's lease. All rental assistance services require the following components:

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

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

- **Rent Standard**

HOPWA grantees that authorize rental assistance activities must have rent standards that set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published [Fair Market Rent](#) (FMR) or 2) the HUD-approved community-wide exception rent. One of the two regulatory options DSHS may utilize to set rent standards is the published FMR. FMRs provide estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research publishes FMRs annually in October. The other regulatory option DSHS may utilize to set its rent standards is a HUD-approved community-wide exception rent. Per [HUD Community Planning and Development \(CPD\) Notice 22-10](#), HUD interprets the HUD-approved community-wide exception rent to mean one of the following:

- *Housing Choice Voucher Program (HCVP) Payment Standard.* DSHS may adopt an HCVP payment standard set by a local Public Housing Agency (PHA) as the rent standard, meaning either the basic range or the exception payment standard. Per 24 CFR §982.503, PHAs may set their payment standards within the basic range – from 90 to 110 percent of the FMR – without HUD approval. A PHA may also set exception payment standards below 90 percent or above 110 percent of the FMR for designated parts of the FMR area with HUD’s approval. DSHS may set its rent standard based on the payment standard (basic range or exception payment standard) adopted by one of the PHAs operating in Texas. This option does not permit the use of 1) more than one HCVP payment standard, 2) a mix of local HCVP payment standards and FMRs, or 3) Small-Area Fair Market Rents (SAFMRs).
- *Other HUD-Approved Rent Standard.* DSHS may adopt a rent standard proposed and justified by DSHS and approved by the Fort Worth HUD field office. This option allows DSHS to propose and receive HUD’s approval for a rent standard outside the existing regulatory options to utilize FMR or an HCVP payment standard (basic range or exception) set by a local PHA. HUD will only approve a proposed rent standard if a grantee can document that the other allowable options for establishing the rent standard do not provide households a reasonable selection of decent, safe, and sanitary units. DSHS will direct such proposals to the CPD Director of the Fort Worth HUD Field Office. If HUD approves a proposed rent standard, DSHS will provide further information and guidance on the DSHS HOPWA Program [website](#).

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors may implement such increases regardless of the method used to establish the rent standard.

- **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**

In a shared housing arrangement, roommates share rent and utility bills in exchange for a share of the available space. The program does not consider roommates household members. The household must identify whether an individual is a household member or a roommate at the time of application and any subsequent renewals.

- **System for Award Management (SAM)**

All organizations applying for a federal award must have a valid registration at SAM.gov. SAM registration includes maintaining current information and providing a valid DUNS number.

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

Time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may assist with up to 21 weeks of accrued costs in a 52-week period. The amount of assistance varies per household and depends on available funds, household needs, and program guidelines.

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

A type of facility-based housing assistance that provides temporary shelter to eligible homeless households. Services allow households to develop individualized housing plans, culminating in permanent housing. Project Sponsors may assist with up to 60 days of accrued costs in a six-month period. The amount of assistance varies per household and depends on available funds, household needs, 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 if required, and assistance in gaining access to local, State, and Federal government benefits and services, except that Project Sponsors may only provide health services to PLWH. The DSHS HOPWA Program currently limits the use of Supportive Services to Housing Case Management (HCM). Project Sponsors may provide Supportive Services 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 (HCVP) that helps low-income households access affordable housing (see “Rental Assistance”). Unlike facility-based rental assistance, services do not link to a specific unit. If a household moves out of their unit, they may transfer their assistance to another unit,

subject to individual program rules. The subsidy amount depends on several factors, including household income and rental costs associated with the household's lease.

- **Transgender**
Transgender means a person who identifies with, or presents as, a gender that differs from the gender assigned to them at birth.
- **Transitional Supportive Housing (TSH) Services**
A facility-based housing assistance model that provides up to 24 cumulative months of non-portable facility-based rental assistance to homeless households or households at risk of homelessness. Services allow households to prepare for permanent housing and develop individualized housing plans, culminating in permanent housing.
- **VAWA Internal Emergency Transfers**
An internal emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would not have to apply again. The tenant does not undergo an application process to reside in the new unit.
- **VAWA External Emergency Transfers**
An external emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would have to apply again. The tenant undergoes an application process to reside in the new unit.
- **Veteran**
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 called to active duty.

Section 4. Program Purpose, Administration, and Overview

1. Program Purpose

HOPWA serves as the only federal program dedicated to addressing the housing needs of low-income PLWH and their households. It helps them establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to healthcare and supportive services. Stable housing helps PLWH adhere to HIV treatment and achieve viral suppression.

2. Program Administration

The DSHS HIV Care and Medications Unit administers the State of Texas HOPWA formula grant from HUD. The DSHS HOPWA Program serves all 254 counties in Texas, prioritizing those outside the six HOPWA-funded Metropolitan Statistical Areas: Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio. Therefore, the program targets less urbanized areas of Texas.

DSHS contracts with AAs in six 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). DSHS selects AAs through competitive Requests for Applications (RFAs) and intergovernmental 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) | E. Housing Case Management (HCM) |
| B. Short-Term Rent, Mortgage, and Utility (STRMU) | F. Housing Information Services (HIS) |
| C. Facility-Based Housing Assistance (FBHA) | G. Resource Identification (RI) |
| i. Short-Term Supportive Housing (STSH) | H. Project Sponsor Administration |
| ii. Transitional Supportive Housing (TSH) | I. Grantee Administration |
| D. Permanent Housing Placement (PHP) | |

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, procedures, standards, general provisions, and guidelines as specified in the contract, the Texas Health and Human Services Uniform Terms and Conditions, and this manual.
- B. AAs must subcontract with eligible Project Sponsors and confirm that Project Sponsors manage program funds in compliance with HUD and DSHS regulations. AAs may only provide grant funds to Project Sponsors under legally binding agreements that contain the provisions required by 2 CFR §200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR §574.500(b)(1) through §574.500 (b)(4).
- C. AAs must ensure that direct and indirect grantee administrative costs do not exceed the cap established by DSHS during procurement in Table A: Allocations by HIV Service Delivery Area.
- D. AAs must ensure that direct and indirect Project Sponsor administrative costs do not exceed seven percent of each Project Sponsor's total program allocation.
- E. AAs must conduct programmatic and fiscal subcontract monitoring to ensure that Project Sponsors comply with all federal and state regulations, policies, procedures, standards, general provisions, and guidelines, and implement the program efficiently, effectively, and properly in each HSDA.
- F. 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.
 - ii. May address, not limited to, issues related to transitioning assisted households into the Housing Choice Voucher Program (HCVP) or other affordable housing programs, establishing service caps, and establishing additional program eligibility criteria or service requirements beyond basic regulations. Project Sponsors may consult with local housing experts for policy development.
- G. AAs must maintain programmatic and fiscal records for four years to document compliance with federal and state regulations, policies, procedures, standards, general provisions, and guidelines. AAs must also maintain:
 - i. Current and accurate data on the race and ethnicity of program participants.
 - ii. Documentation of the AA's actions to affirmatively further fair housing under 24 CFR [§5.151](#) and [§5.152](#).
 - iii. Data on emergency transfers requested under [24 CFR §5.2005\(e\)](#) about survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
- H. AAs must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for State recipients and subrecipients) and 2 CFR §200.318 through §200.326 (for non-State recipients and subrecipients), no employee, agent, consultant, officer, or elected or appointed official of the AA who exercises or has exercised any functions or responsibilities concerning assisted activities, or who participates in a decision making process or gains inside information about 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 that identify and handle real or potential conflicts of interest by board members, staff persons, and other organizational representatives, such as volunteers. HUD requires such a policy, often part of an organization's "code of conduct" for board, staff, and volunteers. DSHS advises AAs to assess and address conflicts of interest annually. Additionally, the policy must comply with the [DSHS HIV/STD Program Policies](#).

2. Project Sponsor Roles and Responsibilities

- A. Project Sponsors must comply with all federal and state regulations, policies, procedures, standards, general provisions, and guidelines as specified in the subcontract, the Texas Health and Human Services Uniform Terms and Conditions, and this manual.
- B. Project Sponsors must manage program funds in compliance with HUD and DSHS regulations and charge costs to the appropriate contract. For example, do not pay costs incurred in one contract year with funds from a different contract year. Use current and historical spending data for service planning

purposes. Project Sponsors should monitor expenditures throughout the program year to prevent prematurely depleting their funds. For example, divide service allocations into months (1/12). In this way, Project Sponsors could determine the balance of available funds based on over- or under-spending each month and adjust current spending accordingly.

- C. Project Sponsors must ensure direct and indirect administrative 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 their AA to develop local program policies as needed.
- F. Project Sponsors must maintain programmatic and fiscal records for four years to document compliance with federal and state regulations, policies, standards, and guidelines. Project Sponsors must also maintain:
 - i. Current and accurate data on the race and ethnicity of program participants.
 - ii. Documentation of the Project Sponsor's actions to affirmatively further fair housing under 24 CFR [§5.151](#) and [§5.152](#).
 - iii. Data on emergency transfers requested under [24 CFR §5.2005\(e\)](#) about survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
- G. Project Sponsors must file Internal Revenue Service (IRS) Form 1099-MISC 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, they report this to the IRS on Form 1099-MISC, Box 1, "Rents" (Revenue Rule 88-53). To comply with this requirement, Project Sponsors 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 issue IRS Form W-9 to all property owners. Before a Project Sponsor makes rent payments to an owner, the owner must complete and return Form W-9 to the Project Sponsor. Every calendar year, Project Sponsors must complete and issue Form 1099-MISC to each "person" to whom they paid \$600.00 or more in rent. Persons include individuals and partnerships, not corporations or utility vendors. Project Sponsors issue Form 1099-MISC to property owners by January 31st and submit a copy to the IRS no later than February 28th. Project Sponsors may obtain copies of IRS Forms [W-9](#) and [1099-MISC](#), as well as detailed instructions for completing each form, from the IRS [website](#).
NOTE: DSHS Project Sponsors cannot pay clients directly.
- H. Project Sponsors must safeguard against conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for State recipients and subrecipients) and 2 CFR §200.318 through §200.326 (for non-State recipients and subrecipients), no employee, agent, consultant, officer, or elected or appointed official of the Project Sponsor who exercises or has exercised any functions or responsibilities concerning assisted activities, or who participates in a decision making process or gains inside information about 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 that identify and handle real or potential conflicts of interest by board members, staff persons, and other organizational representatives, such as volunteers. HUD requires such a policy, often part of an organization's "code of conduct" for board, staff, and volunteers. DSHS advises Project Sponsors to assess and address conflicts of interest annually. Additionally, the policy must comply with the [DSHS HIV/STD Program Policies](#).
- I. Project Sponsors must track the number of clients served and units of service provided by completing all applicable HOPWA-related fields in the Take Charge Texas (TCT) database, the Uniform Reporting System (URS). Project Sponsors enter HOPWA data into TCT on a scheduled basis corresponding with the program reporting periods specified in this manual. Project Sponsor programmatic reports and other submissions to DSHS must align with client and service information entered in TCT.
- J. Project Sponsors cannot charge households with any fees other than rent.
- K. 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) completes the environmental review

required by §58 and approves the Request for Release of Funds (RROF) and Certification. HUD will not release grant funds if DSHS commits grant funds (i.e., incurs any costs or expenditures such funds will pay or reimburse) before a Project Sponsor submits and HUD approves its RROF (if required). Project Sponsors must supply all available, relevant information necessary for the responsible entity to perform any environmental review required by §574.510 for each property. Project Sponsors must also carry out mitigating measures required by the responsible entity or select an 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 considered 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 their AA, and their AA must consult with DSHS to identify all environmental compliance actions for each 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
Grievances of clients and bidders	Grievances
Monitoring	Rent standard increase (<i>if applicable</i>)
Procurement	Requiring application to HCVP/other affordable housing
Reallocations	Additional program eligibility criteria (<i>if applicable</i>)
	Additional service requirements (<i>if applicable</i>)
	STRMU, STSH, and other local service caps (<i>if applicable</i>)
	Survivor grace periods
	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 client 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 protocols for maintaining confidentiality, 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 minimum) and designate a staff member as responsible for privacy and security (e.g., Privacy or Security Officer, Overall Responsible Party [ORP], Local Responsible Party [LRP], Privacy Liaison, and so on). The policy should explain the 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, and so on, that could imply a household member lives with HIV. For example, Project Sponsors could establish a housing assistance checking account using a neutral name such as “Housing Fund” or “Assistance Fund.” Additionally, the policy must comply with the [HOPWA Confidentiality User Guide](#) and the [DSHS HIV/STD Section Security Policies and Procedures](#).

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

Before exchanging confidential information with any other agency or entity, Project Sponsors must secure a release of information from the client. In certain situations, Project Sponsors may have to break confidentiality if required by law (e.g., a client makes a credible threat to inflict serious and imminent bodily harm on one or more persons). Clients must complete and sign [Form F: Consent to Release and/or Obtain Confidential Information](#), identifying specific individuals or organizations to which Project Sponsors may disclose confidential information, and clients must sign Form F annually at minimum. Without specific written authorization, the Project Sponsor cannot disclose information identifying an individual’s HIV status to any individual or organization.

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

3. Privacy and Security

AAs and Project Sponsors must designate and identify a HIPAA Privacy Officer who develops and implements federal and state privacy and security requirements. AAs and Project Sponsors must also designate and identify a Local Responsible Party (LRP) who ensures the security of confidential information. The [DSHS LRP Handbook](#) provides additional guidance on security, confidentiality, privacy incidents, and policies and procedures. LRP duties include, but are not limited to:

- A.** Establishing appropriate policies and procedures for handling and releasing confidential information, and rapidly responding to suspected breaches of confidentiality, protocol, or both. These policies and procedures must comply with DSHS HIV/STD Security Policies and Procedures. AAs and Project Sponsors may adopt DSHS HIV/STD Security Policies and Procedures as their own.
- B.** Periodically reviewing security policies and procedures for efficacy.
- C.** Monitoring evolving technology to ensure confidential information remains as secure as possible (e.g., new methods of illegally accessing confidential information, technologies for protecting confidential information from cyber threats, and so on).
- D.** Determining when personnel have a work-related need to view or handle confidential information.
- E.** Maintaining lists of authorized personnel who 1) may view or handle confidential information; 2) have received all applicable confidentiality, privacy, and security trainings; and 3) have access to secure areas, network drives, and databases storing confidential information. The LRP updates these lists annually at minimum to ensure they remain current.
- F.** Ensuring personnel permitted to view or handle confidential information have:
 - i.** Completed training on federal and state privacy laws before accessing confidential information. The LRP ensures that personnel renew their training annually at minimum and maintains copies of current training certificates.
 - ii.** Completed training on confidentiality and security policies and procedures before accessing confidential information. The LRP ensures that personnel renew their training annually at minimum and maintains copies of current training certificates.
 - iii.** Submitted signed confidentiality agreements before accessing confidential information. The LRP ensures that personnel renew their agreements annually at minimum and maintains copies of current confidentiality agreements.
- G.** Thoroughly and quickly investigating suspected breaches of confidentiality, protocol, or both in consultation with the DSHS LRP to comply with the DSHS [HIV/STD Section Breach of Confidentiality Response](#) policy.
- H.** Completing and submitting all required reports on time.

AA and Project Sponsor confidentiality and security procedures must include the following provisions:

- A.** Ensure computers and networks meet DSHS security standards as certified by DSHS IT staff.
- B.** Send DSHS system user account termination requests to DSHS within one business day of the account termination notification.
- C.** Transfer electronic data securely using the Texas Health Alert Network (TxHAN).
- D.** Maintain a visitors' log for individuals entering secured areas, reviewed by the LRP at least quarterly.
- E.** Change DSHS system user account passwords at least every 90 calendar days.
- F.** Use only LRP-approved and encrypted portable devices to store confidential data.
- G.** Describe how confidential data will be:
 - i.** Maintained in a secure area.
 - ii.** Locked when not in use.
 - iii.** Hidden from plain sight.
 - iv.** Destroyed before disposal.

Section 7. Ensuring Access to the Program

1. **Sharing Program Information with the Community**

Project Sponsors must routinely share program information with other HIV prevention and care agencies, local Public Housing Agencies (PHAs), and other affordable housing programs in their HSDA(s). For example, Project Sponsors should post program information on their websites and social media platforms, and distribute it via pamphlets, fliers, or email lists. Project Sponsors must document how they share this information each program year.

2. **Sharing Program Information with Clients**

Project Sponsors should assess client housing needs during intake and routine medical, psychosocial, or other appointments. When clients request housing assistance, the Project Sponsor should inform them of the program. At minimum, the information should include the types of housing assistance available, the application process, the documentation needed to determine household eligibility and satisfy other program requirements, qualifications for specific program services, current waitlists and priority populations if applicable, and potential interview dates and times.

3. **Application Office Location**

Project Sponsors should have a physically accessible facility near adequate public transit where households may easily apply for assistance. Households should feel safe and comfortable while visiting these locations, and the design of these facilities should protect client confidentiality.

4. **Methods of Meeting with Applicant and Participant Households**

Project Sponsors may hold scheduled or unscheduled meetings with applicant and participant households. To accommodate the needs of various households and assure proper use of staff resources, Project Sponsors should offer the following options for meeting with households:

A. Regular Office Meetings

Households can meet with Project Sponsor staff in the office during regular business hours.

B. Special Office Meetings

If a household cannot meet with Project Sponsor staff in the office during regular business hours, then the Project Sponsor should arrange an off-hour meeting.

C. Home Visit Meetings

If a household cannot meet with Project Sponsor staff in the office, then the Project Sponsor should arrange a meeting at the household's current residence or other agreed location.

D. Remote Meetings

Instead of an in-person meeting, the Project Sponsor may arrange a remote meeting via phone or secure audio/video streaming technology, and households may submit applications or other relevant documentation via mail, fax, or secure electronic means. Project Sponsors using telemedicine, teledentistry, or telehealth platforms to offer remote meetings must comply with federal and state law and the [DSHS Guidance for the Use of Telemedicine and Telehealth for HIV Core and Support Services](#).

5. **Waitlists**

Project Sponsors must establish a waitlist for eligible households when demand for services exceeds the Project Sponsor's ability to supply them. Further, Project Sponsors must collaborate with their AA to develop a waitlist policy. The policy must specify how the Project Sponsor maintains their waitlist and how they prioritize waitlisted households. Additionally, Project Sponsors must create a waitlist management tool that categorizes waitlisted households by the service category they need (i.e., TBRA, STRMU, and FBHA), update the waitlist every three months at minimum, and include the dates that households transition on or off the waitlist.

Section 8. Fair Housing, Nondiscrimination, and Equal Opportunity

1. Fair Housing Act

The Fair Housing Act protects people from discrimination when they rent, buy, or secure financing for any housing. The prohibitions specifically cover discrimination because of race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or disability. The Act makes it 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 fair housing and civil rights, visit HUD's Office of Fair Housing and Equal Opportunity [website](#) or the HUD Exchange Fair Housing and Civil Rights [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

Federal grantees must 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 equity and fair housing choice, and foster inclusive communities free from discrimination. Affirmatively furthering fair housing encompasses not only combating discrimination, but also implementing measures that overcome patterns of segregation, fostering inclusive communities, removing barriers to opportunity based on protected characteristics, addressing significant disparities in housing needs and 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. For example, Project Sponsors could establish additional service requirements to prioritize benefits for those with the greatest need. Such local preferences could target the needs, barriers, and vulnerabilities disproportionately faced by people with characteristics protected by civil rights or fair housing law without specifically targeting those characteristics. The duty to affirmatively further fair housing extends to all housing and urban development programs and activities. AAs and Project Sponsors must report efforts to affirmatively further fair housing in their Semi-Annual and Annual 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 (including gender identity and sexual orientation), age, national origin, familial status, or disability, know of the availability of the HOPWA program, including facilities and services accessible to persons with disabilities, and maintain evidence of implementation of the procedures.

5. Reasonable Accommodations

The Fair Housing Act requires owners of housing facilities to make reasonable accommodations for persons with disabilities. These accommodations may include exceptions to existing rules, policies, practices, services, or operations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling. For example, an owner with a "no pets" policy may need to waive this rule to allow a person with vision impairments 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 and common-use spaces. Additionally, the design and construction of new multifamily housing with four or more units must accommodate persons with disabilities, with features like accessible common areas, wide doors for wheelchair access, maneuverable kitchens and bathrooms, 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 survived [domestic violence](#), [dating violence](#), [sexual assault](#), or [stalking](#). Despite the name of this law, program applicants and beneficiaries may avail themselves of VAWA protections and remedies regardless of their sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA. Specifically, applicants and beneficiaries of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify for admission, assistance, participation, or occupancy.

1. VAWA 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 survived 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 requires Project Sponsors to use the latest versions of these forms, complete them accurately, and maintain them in each household's record. The forms include the latest revision date. DSHS considers old forms obsolete, and Project Sponsors should discard them. Project Sponsors must maintain any forms used in the household's record. The program makes forms that require a signature available in Spanish. The forms allow both electronic and written signatures. Project Sponsors must enter their neutral program 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 confidentiality requirements for documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that a survivor may terminate their lease without penalty if they meet emergency transfer requirements. 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 it does not, a Project Sponsor cannot approve a 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 the 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 also determine 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 the 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: When approving or denying 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking, the Project Sponsor may request, in writing, that the applicant or beneficiary submit documentation of survivor status as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors do not need 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking;
 - b. Describes the incident; and
 - c. Includes the name of the accused perpetrator if 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 the 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 will 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 cannot enter confidential information into any shared database or disclose such information to any other entity or individual, unless the survivor requests or consents to the disclosure in a time-limited release, an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program requires the disclosure, or applicable law otherwise mandates the disclosure.

G. Remedies

- i. *Lease Bifurcation.* Owners may bifurcate a lease to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing the 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 18. 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, 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 that remaining in the unit they currently occupy poses an actual and imminent threat. If they survived sexual assault, the survivor must reasonably believe that remaining in the unit they currently occupy poses an actual and imminent threat, 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 the 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 maintain emergency transfer records for a 4-year period.

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

Applicants and beneficiaries of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived 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 cannot be denied assistance or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- i. A household member, guest, or other person under the control of the household perpetrates the criminal activity; and
- ii. A beneficiary survives actual or threatened 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 cannot 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 owners or Project Sponsors, when notified of a court order, from complying with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect survivors of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
- ii. VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household for any violation unrelated to domestic violence, dating violence, sexual assault, or stalking attributable to the beneficiaries in question. However, owners or Project Sponsors must not subject a beneficiary, who survived domestic violence, dating violence, sexual assault, or stalking, or affiliates with a beneficiary who survived the same, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- iii. VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household when they can demonstrate the presence of an actual and imminent threat to other households or those employed at or providing services to the property of the owner or Project Sponsor if they did not evict or terminate assistance to the beneficiary or household. In this context, an “actual and imminent threat” includes words, gestures, actions, or other indicators that meet the definition of “actual and imminent threat” in 24 CFR §5.2003.
- iv. Owners or Project Sponsors should utilize eviction or termination of assistance only when they cannot reduce or eliminate threats via other actions including but not limited to transferring survivors 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. Owners or Project Sponsors must tailor such restrictions to particularized concerns about individual beneficiaries. Restrictions predicated on public safety cannot rely on stereotypes.

K. Prohibition on Retaliation and Coercion

VAWA prohibits owners from discriminating against any person because that person opposed acts or practices made unlawful by VAWA housing provisions, or because that person testified, assisted, or participated in any related matter. VAWA makes it unlawful for an owner or property representative to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages another person to exercise any rights or protections under VAWA housing provisions.

L. Right to Report Crime and Emergencies

VAWA protects the right to report crime and emergencies from one’s home. Owners, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. VAWA prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they have survived or were otherwise not at fault.

M. Enforcement Authority

HUD’s Office of Fair Housing and Equal Opportunity (FHEO) implements and enforces VAWA housing provisions consistent with, and in a manner that provides, the same rights and remedies as those provided by the Fair Housing Act. FHEO ensures that program participants comply with, and investigates potential violations of, applicable VAWA requirements. Individuals who believe their VAWA rights have been or will be violated may file a VAWA complaint with FHEO using HUD’s File a Complaint [website](#).

2. VAWA 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 cannot be denied STRMU or STSH services on the basis or as a direct result of the fact that the applicant or beneficiary survived domestic violence, dating violence, sexual assault, or stalking.

3. **VAWA 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 survivors 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\(b\)](#), all housing assisted under 24 CFR §574.300(b)(3), (4), (5), and (8) must meet Housing Quality Standards (HQS), defined as: 1) state and local requirements, and 2) HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE). This includes:

- 3: Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services
- 4: New construction (for single-room occupancy (SRO) dwellings and community residences only)
- 5: Project- or tenant-based rental assistance, including assistance for shared housing arrangements
- 8: Operating costs for housing, including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs

Program regulations do not require STRMU- or PHP-assisted housing to meet HQS. However, Project Sponsors must ensure all assisted housing, including STRMU- and PHP-assisted housing, meets lead-safe housing, smoke alarm, and carbon monoxide alarm requirements.

TBRA- or FBHA-assisted housing requires inspection. STRMU- or PHP-assisted housing generally does not require inspection, but households must certify their housing meets applicable requirements and standards. If a household resides in substandard housing, the housing plan should address housing deficiencies or include a goal of moving the household into housing that meets HQS. Project Sponsors complete [Form G: Housing Quality Standards Certification](#) before assisting a unit and annual eligibility recertifications. They also complete Form G if household residency has changed. Housing case managers can perform inspections without specialized training and should interpret the standards and requirements using their best judgment.

Form G has two variants. Form G1 uses the old definition of HQS based on HOPWA Habitability Standards. Form G2 uses the new definition of HQS based on HOPWA NSPIRE Standards. Effective February 1, 2026, Project Sponsors will use Form G2 for all initial inspections of new proposed housing and any subsequent interim, annual, and follow-up inspections of this housing. Housing that continues meeting the old HOPWA HQS that applied when the eligible household moved into that housing does not need to meet new or different standards under 24 CFR §5.703. Project Sponsors will use Form G1 for these units. However, if a new eligible household moves into the housing, the housing must meet the new HQS detailed in the HOPWA NSPIRE Standards. Project Sponsors will use Form G2 for these units.

1. **State and Local Requirements**

Housing assisted under 24 CFR §574.300(b)(3), (4), (5), and (8) must provide safe and sanitary housing that complies with all applicable state and local housing codes, licensing requirements, and any other structural or operational requirements.

2. **National Standards for the Physical Inspection of Real Estate**

Housing assisted under 24 CFR §574.300(b)(3), (4), (5), and (8) must meet the National Standards for the Physical Inspection of Real Estate (NSPIRE) in 24 CFR §5.703, further detailed in the [HOPWA NSPIRE Standards](#). As applied to HOPWA, assisted housing means the units eligible households occupy or will occupy, systems equipment that directly services those units, items and components within the primary and secondary means of egress from those units' doors to the public way, and common features related to the residential use of the building (e.g., the laundry room, community room, mail room). Housing that continues meeting the old HOPWA HQS that applied when the eligible household moved into that housing does not need to meet new or different

standards under 24 CFR §5.703. However, if a new eligible household moves into the housing, the housing must meet the new HQS detailed in the HOPWA NSPIRE Standards.

NOTE: NSPIRE regulations at 24 CFR §5.705 through §5.713 do not apply to the HOPWA program.

A. Compliance With State and Local Codes

Per 24 CFR §5.703(f), the NSPIRE standards for the condition of HUD housing do not supersede state and local codes (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, or residential code requirements). Per 24 CFR §574.310(b)(1), Project Sponsors must verify that the housing complies with all applicable state and local housing codes, licensing requirements, and any other applicable state or local requirements regarding the condition of the structure and the operation of the housing.

B. Standards for Single-Room Occupancy Units

A Single Room Occupancy (SRO) is an eligible type of housing subject to HQS and, therefore, NSPIRE. SRO means a single-room dwelling unit that provides private living and sleeping space for the exclusive use of the occupant, but that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. Only one individual may occupy an SRO unit.

SROs assisted under 24 CFR §574.300(b)(3), (4), (5), and (8) only have to comply with 24 CFR §5.703(d), which outlines affirmative requirements for the unit (not the inside or outside), to the extent that those components exist within the unit.

For example, in cases where the SRO does not contain sanitary facilities or food preparation facilities, it does not need to comply with 24 CFR §5.703(d)(1), which requires that the unit must have hot and cold running water in both the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen. Similarly, it does not need to comply with 24 CFR §5.703(d)(4), which requires that the unit must contain a kitchen area with a sink, cooking appliance, refrigerator, food preparation area, and food storage area. The same exception applies to 24 CFR §5.703(d)(2), which requires that the unit must include its own bathroom or sanitary facility, in proper operating condition, and usable in privacy. However, if the SRO has sanitary facilities or food preparation facilities, the HOPWA NSPIRE Standards apply to those components.

C. Inspectable Areas

i. Unit

A unit (or “dwelling unit”) of HUD housing refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the bathrooms, call-for-aid systems (if applicable), carbon monoxide alarms, ceilings, doors, electrical systems, enclosed patio, floors, HVAC (where provided), kitchen, lighting, outlets, smoke alarms, stairs, switches, walls, water heater, and windows.

ii. Inside

Inside of HUD housing (or “inside areas”) refers to the common areas and building systems generally found within the building interior, and not inside a unit. Examples of “inside” common areas may include basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services.

iii. Outside

Outside of HUD housing (or “outside areas”) refers to the building site, building exterior components, and any building systems located outside the building or unit. Examples of “outside” components may include fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garages or carports, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings, and walkways. Outside areas also include components

found on the exterior of the building, such as doors, attached porches, attached patios, balconies, carports, fire escapes, foundations, lighting, roofs, walls, and windows.

D. Affirmative Requirements

Project Sponsors may only provide housing assistance if the housing meets basic affirmative requirements. Regulations at 24 CFR §5.703 provide the minimum, or affirmative, habitability requirements for each inspectable area (unit, inside, and outside), and the HOPWA NSPIRE Standards further clarify these affirmative requirements. The standards designate affirmative requirements as either pass or fail and also include specific deficiencies. Housing that does not meet or continue to meet the affirmative requirements for each inspectable area would not pass an inspection and therefore would not meet eligibility for occupancy with HOPWA assistance. If possible, Project Sponsors should work with the owner to correct any deficiencies during the inspection to facilitate move-in or continued occupancy of the unit. The affirmative requirements for each inspectable area are listed below, with applicable HOPWA NSPIRE Standards table references:

i. Unit

- a.** The unit must have hot and cold running water in both the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen (Table 47).
- b.** The unit must include its own bathroom or sanitary facility, in proper operating condition, and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet (Tables 1, 47, and 52).
- c.** The unit must meet the smoke detection standards (Table 48).
- d.** The unit must have a living room and kitchen area with a sink, cooking appliance, refrigerator, food preparation area, and food storage area (Tables 2, 8, 24, 43, 47).
- e.** The unit must meet the carbon monoxide detection standards (Table 4).
- f.** The unit must have two working outlets or one working outlet and a permanent light fixture within all habitable rooms (Table 38).
- g.** Outlets within 6 feet of a water source must be GFCI protected (Table 15).
- h.** The unit must have a permanently installed heating source. No units may contain unvented space heaters that burn gas, oil, or kerosene (Table 30).
- i.** The unit must have a guardrail when there is an elevated walking surface with a drop off of at least 30 inches or greater measured vertically (Table 28).
- j.** The unit must have a permanently mounted lighting fixture in the kitchen and each bathroom (Table 37).

ii. Inside

- a.** The inside area must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property (Table 48).
- b.** The inside area must meet the carbon monoxide detection standards (Table 4).
- c.** For the inside area, any outlet installed within 6 feet of a water source must be ground-fault circuit interrupter (GFCI) protected (Table 15).
- d.** The inside area must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically (Table 28).
- e.** The inside area must have permanently mounted light fixtures in any kitchens and each bathroom (Table 37).
- f.** The inside area may not contain unvented space heaters that burn gas, oil, or kerosene (Table 30).

iii. Outside

- a.** For the outside area, outlets within 6 feet of a water source must be GFCI protected (Table 15).
- b.** The outside area must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically (Table 28).

E. Health and Safety Concerns

The inside, outside, and unit cannot have health and safety hazards that pose a danger to households. Project Sponsors use the HOPWA NSPIRE Standards to inspect housing for health and safety deficiencies. The standards incorporate the following Health and Safety categories, which establish correction timelines for each deficiency:

- Life-Threatening: Owner must correct within 24 hours after notification
- Severe: Owner must correct within 30 days (or the approved extension) after notification
- Moderate: Owner must correct within 30 days (or the approved extension) after notification
- Low: Owner should correct within 60 days after notification, but it will not result in a fail

Project Sponsors may only permit extensions with documented justification for severe, moderate, and low deficiencies. Under no circumstances should a household remain in a unit with an identified life-threatening deficiency that the owner has not corrected within 24 hours after notification.

If the owner does not correct a life-threatening, severe, or moderate deficiency within the provided timeframe, the Project Sponsor will consider the inspection failed, withhold assistance payments, terminate agreements with the owner, and relocate the household to a compliant unit. Project Sponsors may use HIS to assist households with locating a new unit and PHP for security deposits or other move-in costs. Project Sponsors should ensure their policies and procedures address circumstances where a unit does not pass inspection.

3. Inspections

TBRA- or FBHA-assisted housing requires inspection. STRMU- or PHP-assisted housing generally does not require inspection, but households must certify their housing meets applicable requirements and standards. Both initial and recurring annual inspections should follow a consistent process to ensure assisted households live in safe, habitable dwellings. The party responsible for the inspection (the Project Sponsor or a contracted third-party vendor) should complete HUD's [NSPIRE Online Inspector Training](#) and review the [NSPIRE Standards: How to Inspect Video Series](#). The responsible party will thoroughly inspect the inspectable areas, including items and components located both inside and outside the building, as well as within the unit.

The responsible party must ensure the inspectable areas meet all affirmative requirements. If a unit does not meet all affirmative requirements, the Project Sponsor may not provide housing assistance. Beyond the affirmative requirements, the responsible party must inspect for all deficiencies listed in the HOPWA NSPIRE Standards. The standards encompass both affirmative requirements and deficiencies, provide guidance on conducting unit inspections, and outline deficiency correction timeframes. If the responsible party identifies deficiencies during an inspection, they must notify the owner of each deficiency and its respective correction timeframe for the unit to begin or continue receiving housing assistance.

For a unit to pass an inspection and receive housing assistance, it must meet all affirmative requirements, and the owner must correct all identified deficiencies (life-threatening, severe, or moderate) within the correction timeframe or the approved extension. Project Sponsors cannot start providing housing assistance to unoccupied and unassisted proposed units before the owner addresses affirmative requirements or deficiencies. However, Project Sponsors may continue providing housing assistance to occupied and assisted current units during a correction timeframe or approved extension while the owner addresses affirmative requirements or deficiencies. If an owner does not correct the deficiencies within the correction timeframe or the approved extension, the unit will fail the inspection and cannot continue receiving housing assistance.

A. Frequency of Inspections

Project Sponsors must inspect all housing assisted under TBRA or FBHA before a household moves in. Project Sponsors must also ensure that assisted housing continues meeting HQS for the entire assistance period. Accordingly, DSHS requires Project Sponsors to reinspect assisted housing annually.

B. Paying for Inspections

Project Sponsors may use program funds for inspection training, staffing, and policymaking, including:

- i. Training to conduct inspections (e.g., understanding requirements, standards, processes, methods, and so on), billed to the respective housing assistance activity
- ii. Conducting inspections (e.g., preparing, scheduling, collecting, completing, and following up on inspections with owners and assisted households), billed to the respective housing assistance activity
- iii. Performing outreach and education to landlords and assisted households on smoke and carbon monoxide alarm requirements, and inspecting or obtaining self-certification for compliance with these requirements, billed to the respective housing assistance activity
- iv. Performing outreach and education to households on smoke and carbon monoxide alarm requirements, billed to HIS
- v. Developing and updating inspection policies and procedures, billed to Project Sponsor Administration

C. Remote and On-Site Inspections

If a Project Sponsor must physically inspect the housing for HQS compliance, they may conduct the initial inspection or annual re-inspection on-site or remotely. Per [HUD CPD Notice 22-09](#), Project Sponsors may satisfy applicable physical inspection requirements by using a proxy who conducts a physical inspection on behalf of the Project Sponsor with the assistance of video streaming technology. The proxy can include an owner, property representative, participant household member, or any adult associated with the eventual tenancy of the unit. Physical inspections conducted via proxy under a written agreement maintained in the participant household's record will satisfy the HQS physical inspection requirement. Project Sponsors that incorporate technology into their processes should establish policies and procedures for conducting remote inspections, train staff on how to conduct remote inspections, and ensure the proxy has the necessary equipment to complete the HQS inspection. For example, the responsible party conducting the inspection may need the following:

- i. Tape measure
- ii. Lighting device, i.e., a flashlight
- iii. Circuit analyzer to test the low-voltage operation of electrical lines
- iv. Means to test smoke and carbon monoxide detectors
- v. Temperature device for displaying the internal unit temperature
- vi. Smartphone or tablet with a reliable internet connection

Regardless of whether the Project Sponsor uses technology to facilitate the HQS inspection, they remain responsible for conducting the inspection and determining whether a condition violates HQS. In certain situations, applying these technologies may provide insufficient information or evidence for the Project Sponsor to make an appropriate determination. Project Sponsors that incorporate technology into their processes must have policies and procedures to address these limitations.

D. STRMU and PHP Inspections

STRMU- or PHP-assisted housing generally does not require inspection, but households must certify their housing meets applicable requirements and standards.

4. Lead Safe Housing Requirements

The regulations for lead-based paint in [24 CFR §35](#) require specific responses to potential lead-based paint hazards. Unless otherwise [exempt](#), if the structure was built or most recently rehabilitated before 1978, a Project Sponsor [expects a child under the age of six to reside](#) in the unit, and the property has a [deteriorated paint](#) surface inside or outside the structure, the Project Sponsor cannot approve the property until the owner [appropriately controls](#) and [clears](#) the surface. 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 use the following criteria to determine if a property passes or fails:

- A. What year was the housing built or most recently rehabilitated?
- B. Will a child under the age of six or a pregnant person reside in the housing?
- C. Does the household own and reside in the housing?

- D. Does or will the household lease or sublease the housing from an owner?
- E. Does the Project Sponsor expect the housing assistance to continue for more than 100 cumulative days?

If the housing was built or most recently rehabilitated before 1978, the household owns and resides in the housing, and the Project Sponsor expects the housing assistance to continue for more than 100 cumulative days, the Project Sponsor must provide the household with a [“Protect Your Family from Lead in Your Home”](#) 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 Project Sponsor expects the housing assistance to continue for more than 100 cumulative days, the lessor and lessee must complete and attach the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” ([English](#) | [Spanish](#)). If the lease agreement already includes a comparable disclosure, 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 or a pregnant person will reside in the housing, and the Project Sponsor expects the housing assistance to continue for more than 100 cumulative days, the Project Sponsor must [visually assess](#) the housing and review the applicable lead [hazard reduction requirements](#). Housing case managers who perform visual assessments must complete the HUD Lead-Based Paint Visual Assessment Training (see Section 21. Program Technical Assistance and Trainings, 1. AA and Project Sponsor Required Trainings).

NOTE: Project Sponsors can perform a property search on the local county appraisal district website to determine the year the housing was built or most recently rehabilitated. The 100-day period is cumulative and applies to the dwelling unit, not the assisted household.

5. **Smoke Alarm Requirements**

Per [42 U.S.C. 12905](#), each HOPWA-assisted unit must contain qualifying smoke alarms installed in accordance with applicable codes and standards published by the International Code Council or the National Fire Protection Association and the requirements of the National Fire Protection Association Standard 72, or any successor standard, in each level and in or near each sleeping area, including in basements but excepting crawl spaces and unfinished attics, and in each common area in a project containing such a unit.

- A. In the case of a dwelling unit built before December 29, 2022, and not substantially rehabilitated after December 29, 2022:
 - i. A qualifying smoke alarm must be:
 - a. Hardwired or use a 10-year non-rechargeable, non-replaceable primary battery,
 - b. Sealed,
 - c. Tamper-resistant, and
 - d. Silenceable; and
 - ii. A qualifying smoke alarm must provide notification for people with hearing loss as required by the National Fire Protection Association Standard 72, or any successor standard; or
- B. In the case of a dwelling unit built or substantially rehabilitated after December 29, 2022:
 - i. A qualifying smoke alarm must be:
 - a. Hardwired.

For housing activities subject to HQS at [24 CFR 574.310\(b\)](#) (TBRA and FBHA), Project Sponsors apply the HOPWA NSPIRE Standards, Table 48: Smoke Alarm.

For housing activities not subject to HQS (STRMU and PHP), Project Sponsors still apply the HOPWA NSPIRE Standards, Table 48: Smoke Alarm, but may rely on the tenant or owner’s self-certification that the unit meets the requirements, provided that the Project Sponsor develops and provides training, a standard checklist, or other reasonable procedures to ensure that the tenant or owner understands and applies the criteria when making the self-certification that the unit meets the requirements. Project Sponsors keep the self-certification in the assisted household’s record and document the method(s) used to confirm the unit meets the requirements.

Neither the statutory requirement nor the HOPWA NSPIRE Standards limit the applicability of any State or local law that imposes more stringent standards relating to smoke alarm installation and maintenance in housing.

6. Carbon Monoxide Alarm Requirements

Per [42 U.S.C. 12905](#), each HOPWA-assisted unit must contain installed carbon monoxide alarms or detectors that meet or exceed:

- A. The standards described in chapters 9 and 11 of the 2018 publication of the International Fire Code, as published by the International Code Council; or
- B. Any other standards HUD adopts, including any relevant updates to the International Fire Code, as published in a Federal Register notice.

For housing activities subject to HQS at [24 CFR 574.310\(b\)](#) (TBRA and FBHA), Project Sponsors apply the HOPWA NSPIRE Standards, Table 4: Carbon Monoxide Alarm.

For housing activities not subject to HQS (STRMU and PHP), Project Sponsors still apply the HOPWA NSPIRE Standards, Table 4: Carbon Monoxide Alarm, but may rely on the tenant or owner's self-certification that the unit meets the requirements, provided that the Project Sponsor develops and provides training, a standard checklist, or other reasonable procedures to ensure that the tenant or owner understands and applies the criteria when making the self-certification that the unit meets the requirements. Project Sponsors keep the self-certification in the assisted household's record and document the method(s) used to confirm the unit meets the requirements.

Neither the statutory requirement nor the HOPWA NSPIRE Standards limit the applicability of any State or local law that imposes more stringent standards relating to carbon monoxide alarm or detector installation and maintenance in housing.

Section 11. Linkage with Other Affordable Housing Programs

1. Collaboration with the Housing Choice Voucher Program (HCVP) and Other Affordable Housing Programs

Project Sponsors must establish linkages and collaborative relationships with local Housing Choice Voucher Programs (HCVPs) and other affordable housing programs. These programs can play a crucial role in meeting the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how they accomplish these linkages and collaborative relationships (e.g., written cooperative agreements, protocols, correspondence, and so on). 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 Program](#)
- 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](#)

2. TBRA and TSH Requirements

A. Applying for the HCVP 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 HCVP 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 HCVP or other affordable housing program waitlist number with periodic check-in dates.

B. Households that Fail to Accept Assistance from the HCVP or Other Affordable Housing Programs

Local program policies must state that Project Sponsors may terminate TBRA or TSH households from the program if they fail to apply for the HCVP and other affordable housing programs, renew applications as required, or accept assistance as offered. This requirement helps reduce TBRA and FBHA waitlists and provides timely services to other eligible households. Housing case managers work closely with households receiving TBRA or TSH services and the local Public Housing Agency to prevent such terminations. In special circumstances where accepting assistance from the HCVP or other affordable housing programs 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](#). Project Sponsors submit Form J to their AA for approval, and AAs may approve each waiver on a case-by-case basis. Special circumstances include, but are not limited to:

- i. Client would have to move away from support systems important to their care or welfare.
- ii. Client would have to move, but is too sick at the time to do so.
- iii. Client cannot find a suitable residence that will accept a voucher from the HCVP.

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

3. STRMU and STSH Requirements

STRMU and STSH cannot provide ongoing housing assistance. When assessments indicate little or no improvement of the conditions that caused the current housing instability will occur during or after the assistance period, Project Sponsors should employ other types of long-term permanent housing assistance. 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, they 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 provides standardized program forms to assist Project Sponsors with household program enrollment and service delivery. DSHS requires Project Sponsors to use the latest versions of these forms, complete them accurately, and maintain them in each household's record. The forms include the latest revision date. DSHS considers old forms obsolete, and Project Sponsors should discard them. The program makes forms that require a signature available in Spanish. The forms allow both electronic and written signatures.

NOTE: Project Sponsors may use their preferred HIPAA-compliant release of information, budget, or housing plan forms instead of Forms F, M, and N, respectively. View Excel documents at 100 percent zoom.

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

Form	Instructions
A	Complete Form A for each adult household member who does not have income or cannot obtain third-party proof of income.
B	Complete Form B for each adult household member who does not have a fixed address or cannot obtain third-party proof of residency.
C	Complete Form C before initial eligibility certifications and annual eligibility recertifications. Complete Form C if household eligibility factors have changed.
D	Complete Form D before initial eligibility certifications and annual eligibility recertifications.
E	Complete Form E before initial eligibility certifications and annual eligibility recertifications. Complete Form E if household composition has changed.
F	Complete Form F before initial eligibility certifications and annual eligibility recertifications. Complete Form F before exchanging confidential information. Alternatively, Project Sponsors may use their preferred HIPAA-compliant form.
G	Complete Form G before assisting a unit and annual eligibility recertifications. Complete Form G if household residency has changed.
H	Complete Form H before rental assistance starts and annual eligibility recertifications. Complete Form H if household residency, composition, or rent have changed.
I	Complete Form I before rental assistance starts and annual eligibility recertifications. Complete Form I if household eligibility factors or rent have changed.
J	Complete Form J for households receiving rental assistance if accepting ongoing housing assistance from another program would unduly burden the household.
K1	Complete Form K1 to assign a unique 52-week period to each household and count the days of accrued costs paid by STRMU. STRMU may assist with up to 147 days of accrued costs in a 52-week period.
K2	Complete Form K2 to assign a unique six-month period to each household and count the nights of accrued costs paid by STSH. STSH may assist with up to 60 nights of accrued costs in a six-month period.
L	Complete Form L for owners/representatives who intend to lease to the household.
M	Project Sponsors should complete Form M with the household. Alternatively, Project Sponsors may use their preferred budget form.
N	Project Sponsors must complete Form N with the household. Alternatively, Project Sponsors may use their preferred housing plan form.
O	Complete Form O if household income, residency, or composition have changed and the household will remain in the program.
P	Complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Track service outcomes as they occur.

Required Forms by Activity

Some forms within a record can support multiple activities. For example, a record might include PHP, TBRA, and HCM services, but it only requires one Form C, D, E, and so on. Also, some forms may require additional attachments.

TBRA	STRMU	STSH	TSH	PHP	HCM
File Checklist	File Checklist	File Checklist	File Checklist	File Checklist	File Checklist
A if required	A if required	A if required	A if required	A if required	A if required
B if required	B if required	B	B if required	B if required	B if required
C	C	C	C	C	C
D	D	D	D	D	D
E	E	E	E	E	E
F if required	F if required	F if required	F if required	F if required	F if required
G for TBRA	G for STRMU	G for STSH	G for TSH	G for PHP	M if appropriate
H	K1	K2	H	L if required	N
I	O if required	O if required	I	O if required	O if required
J if required	P	P	J if required	P	P
O if required			O if required		
P			P		
VAWA Lease Addendum			VAWA Lease Addendum		

Section 13. Program Eligibility

1. Program Eligibility Criteria

Project Sponsors determine whether applicant households meet program eligibility criteria. In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit, Project Sponsors assess the eligibility of only the applicant household, not the other household(s). Households must meet the following program eligibility criteria:

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

2. Establishing Additional Program Eligibility Criteria

HUD permits Project Sponsors to establish additional program eligibility criteria to prioritize benefits for those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude anyone by design or omission. If a Project Sponsor establishes additional program eligibility criteria, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize households at or below 30 percent of area median income per the household's county of residence. Or a Project Sponsor could prioritize households with a member recently discharged from an institution, or some other specific situation.

3. Eligibility Confirmation and Documentation Requirements

Before enrolling an applicant household in the program, Project Sponsors confirm household eligibility by obtaining complete and acceptable eligibility documentation, as outlined below. Project Sponsors maintain eligibility documentation in each household's record and notify households of their eligibility or ineligibility in writing.

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

Collect confirmatory HIV documentation predating the initial eligibility certification date for at least one household member. Project Sponsors may document that a person lives with HIV using one of several options, including laboratory test results or other medical records bearing the eligible individual's name. The following list provides examples of acceptable eligibility documents.

NOTE: HIV testing technology changes rapidly, and standards for HIV confirmation continually evolve. Project Sponsors should 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 an 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 eligible individual
- v. A signed statement from a physician, physician's assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the eligible individual
- vi. A completed THMP Medical Certification Form signed by the physician
- vii. A hospital discharge summary documenting that the eligible individual lives with HIV.

B. **Proof of income for all household members aged 18 or older**

Collect current and complete income documentation covering the 30 days before the eligibility certification or recertification date for all household members aged 18 or older. The DSHS HOPWA Determining Household Annual Income Guide outlines acceptable forms of documentation, whose income counts, and income inclusions and exclusions.

- 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 the 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 use **Form C: Household Income Eligibility Worksheet** to document and annualize household income and determine household income eligibility for the program. Project Sponsors complete Form C before initial eligibility certifications and annual eligibility recertifications. They also complete Form C if household eligibility factors have changed.
- iii. If any household member aged 18 or older reports that they do not have income or have attempted but cannot obtain third-party proof of income, they complete and sign **Form A: Self-Declaration of Income**.
- iv. The **Determining Household Annual Income Guide** outlines acceptable forms of documentation, whose income counts, and income inclusions and exclusions.

C. Proof of residency for all household members aged 18 or older

Collect current residency documentation as of the eligibility certification or recertification date for all household members aged 18 or older. The household must reside in the Project Sponsor's HSDA.

- i. Documentation evidencing tenancy includes a lease naming the household member as the leaseholder or occupant. This documentation must bear 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 household member as the property owner/debtor; or a valid, currently-dated title insurance policy identifying the household member as the property owner/debtor. This documentation must bear an address in the Project Sponsor's HSDA.
- iii. Documentation evidencing a utility account in a household member's name with a utility vendor. This documentation must bear an address in the Project Sponsor's HSDA.
- iv. If any household member aged 18 or older reports that they do not have a fixed address or have attempted but cannot obtain third-party proof of residency, they complete and sign **Form B: Self-Declaration of Residency**.

NOTE: Form B does not serve as a supporting document for housing assistance payments. Households must receive services in the HSDA where 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 Eligibility Recertifications

A. Annual Eligibility Recertifications

After an initial eligibility certification, Project Sponsors must complete an annual eligibility recertification so housing assistance and supportive services may continue. For annual eligibility recertifications, households must provide proof of income and residency per the Eligibility Confirmation and Documentation Requirements above. Also, households must complete all applicable program enrollment and service forms again.

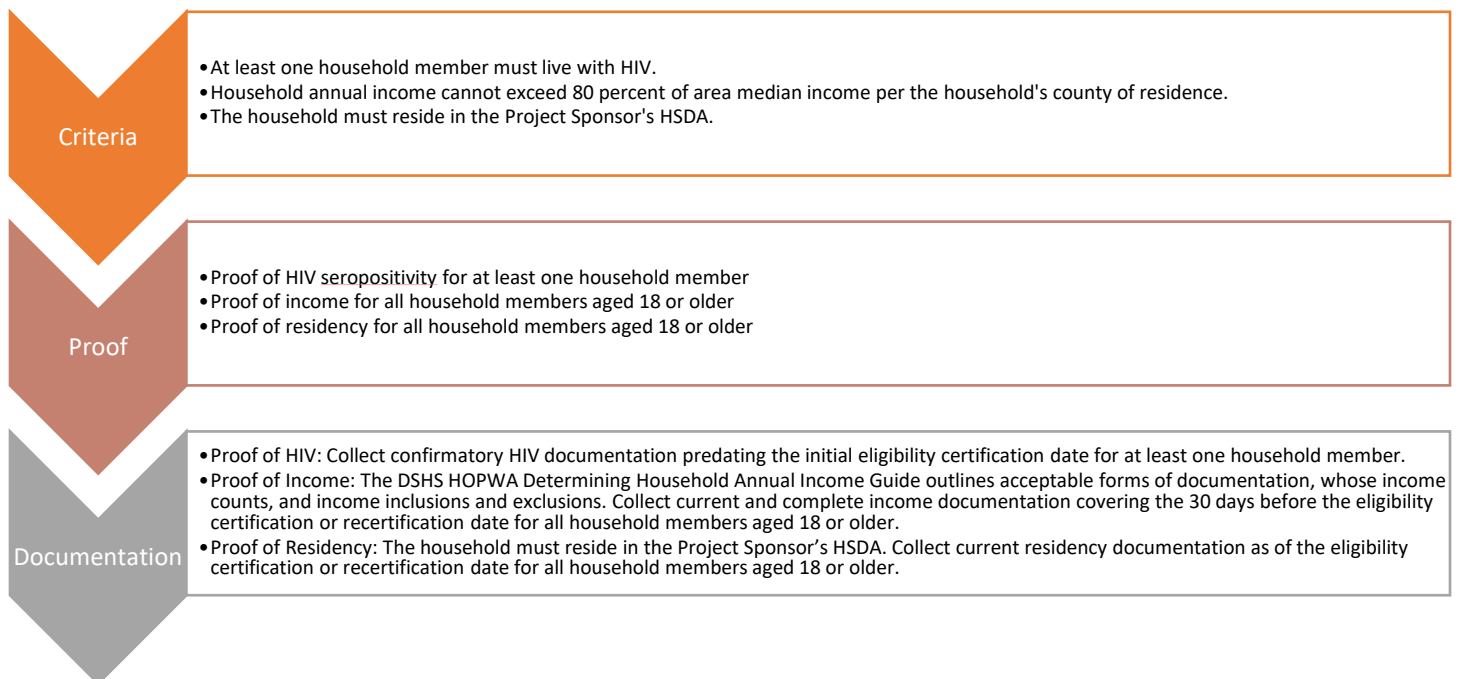
B. Interim Eligibility Recertifications

When household income, residency, or composition change during an annual eligibility period, Project Sponsors must complete an interim eligibility recertification. Changes in household eligibility factors

may affect 1) whether the household remains eligible for the program and 2) their rental assistance calculation if applicable. Project Sponsors complete interim eligibility recertifications within a reasonable timeframe from the date the household reports or the Project Sponsor becomes aware of such changes. While the timeframe may vary based on the time it takes to verify information, it generally should not exceed 30 days.

Project Sponsors complete **Form O: Interim Recertification Worksheet** if household income, residency, or composition change, and the household will remain in the program. Form O provides instructions for documenting changes, describes how changes affect household eligibility, and indicates which program forms require updates because of changes. Project Sponsors carefully follow the instructions on Form O to ensure they thoroughly document each change.

- i. *Change in Household Income.* Attach current and complete documentation of the change in income covering the 30 days before the interim recertification date to Form O. If household annual income exceeds 80 percent of AMI, the household no longer meets program eligibility criteria. Complete and attach Form I for TBRA or TSH households and Form C for all households.
- ii. *Change in Household Residency.* Attach current documentation of the change in residency as of the interim recertification date to Form O. If the household relocates 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 income exceeds 80 percent of AMI, the household no longer meets program eligibility criteria. 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 documentation for all new household members as of the interim recertification date to Form O. If the household does not include a household member living with HIV, the household no longer meets program eligibility criteria unless the household qualifies for the Project Sponsor's grace period. If household annual income exceeds 80 percent of AMI, the household no longer meets program eligibility criteria. Complete and attach Forms H and I for TBRA or TSH households and Forms C and E for all households.

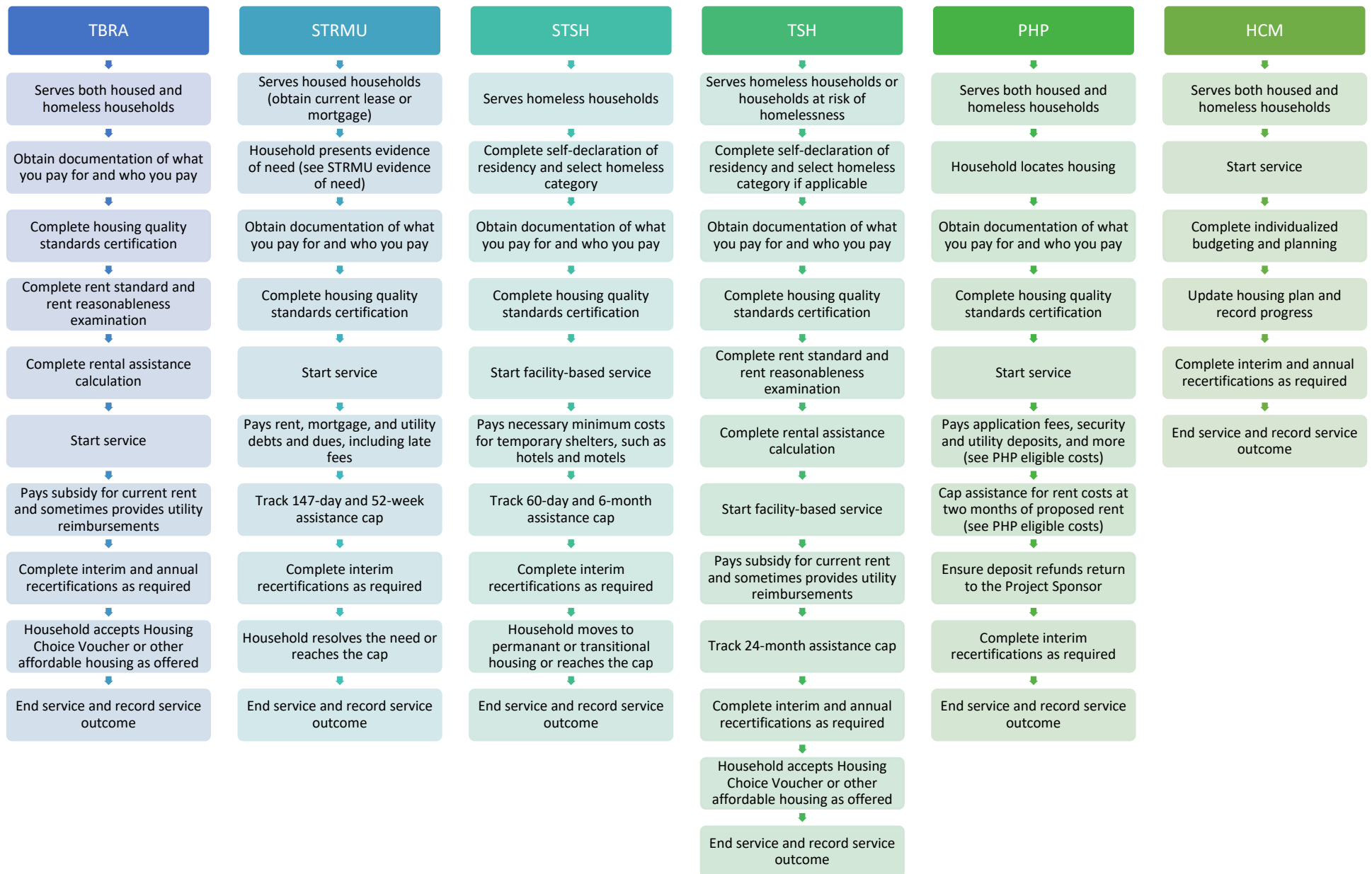


Section 14. Program Activities

Housing Assistance and Supportive Services

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

- The household must meet program eligibility criteria (see Section 13: Program Eligibility).
 - The household must consent to program enrollment by completing [Form D: HOPWA Program Agreement](#), which outlines the program's goals, eligibility criteria, service requirements, and rights and responsibilities.
 - 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).
 - The Project Sponsor must obtain the owner's IRS Form W-9 before paying rent under TBRA, STRMU, FBHA, or PHP.
1. **To receive Tenant-Based Rental Assistance (TBRA) services:**
 - A. The household can be housed or homeless.
 - B. The gross rent cannot exceed the lower of the rent standard or reasonable rent.
 - C. The lease must name at least one household member and include a [VAWA Lease Addendum](#).
 2. **To receive Short-Term Rent, Mortgage, and Utility (STRMU) services:**
 - A. The household must already have housing.
 - B. The household must provide proof of a recent short-term emergency that jeopardizes housing stability.
 - C. The current lease, mortgage, or utility bill must name at least one household member.
 - D. The household can receive only 21 weeks of assistance in a 52-week period (local Caps may apply).
 3. **To receive Short-Term Supportive Housing (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 Transitional Supportive Housing (TSH) services:**
 - A. The household must be homeless/at risk of homelessness.
 - B. The gross rent cannot exceed the lower of the rent standard or reasonable rent.
 - C. The lease must name at least one household member and include a [VAWA Lease Addendum](#).
 - D. The household can receive only 24 months of facility-based assistance (local Caps may apply).
 5. **To receive Permanent Housing Placement (PHP) services:**
 - A. The household can be housed or homeless.
 - B. The household must locate housing.
 - C. [Form L: PHP Intent to Lease Worksheet](#) must name at least one household member to pay initial move-in costs.
 6. **To receive Housing Case Management (HCM) services:**
 - A. The household can be housed or homeless.
 - 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.



Program Activities and Eligible Costs	A. TBRA	B. STRMU	C. STSH	D. TSH	E. PHP	F. HCM	G. HIS
1. Rent payments (for households with a lease)	Yes, if the unit meets rent standard and rent reasonableness. The amount of assistance depends on household income. Provides tenant-based assistance. Has no cap.	Yes, if within 21-week limit. The amount of assistance depends on household need and negotiation.	No	Yes, if the unit meets rent standard and rent reasonableness. The amount of assistance depends on household income. Provides facility-based assistance. Capped at 24 cumulative months	No	No	No
2. Mortgage payments (but not down-payment support for new units)	No	Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance depends on household need and negotiation.	No	No	No	No	No, but can provide information on available homeownership programs.
3. First or last month's rent; credit checks; utility deposits, hookup fees, and processing costs; security deposits	Yes, first or last month's rent, but not credit checks; utility deposits, hookup fees, and processing costs; or security deposits.	No	No	Yes, first or last month's rent, but not credit checks; utility deposits, hookup fees, and processing costs; or security deposits.	Yes. The total rent payment – security deposit + first or last month's rent + rental arrears – cannot exceed the value of two month's rent.	No	No
4. Utility payments (gas, electric, water, and sewer)	Yes, if part of the rental payment or provided as a utility reimbursement.	Yes, if within 21-week limit. The amount of assistance depends on household need and reasonable negotiation.	No	Yes, if part of the rental payment or as a utility reimbursement.	Yes, but only for utility deposits and hookup fees and processing costs.	No	No
5. Information or support to locate and apply for housing assistance	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 to develop a housing service plan to establish stable permanent housing.	Yes, such as costs for providing materials that inform households of available housing and housing assistance programs.
6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units	No	No	Yes, allowable as a facility-based operating cost. Supplies, durable furnishings, and maintenance.	Yes, allowable as a facility-based operating cost. Supplies, durable furnishings, and maintenance.	No, but programs may coordinate with leveraged resources and donations for these purposes.	No	No
7. Other elements	No	Yes. Late fees and other penalties if the household risks eviction or loss of housing in the event of nonpayment.	Yes. Necessary minimum costs for temporary shelters, including hotels/motels, if within 60-day limit.	No	Yes. Application and administrative fees, rental insurance (limited to the first payment only), rental and utility arrears or other past expenses if a household must pay them to secure a new unit. Tenant counseling, reviewing leases with households, and mediation of disputes with owners when placing the household into the unit.	Yes. Help to access other benefits, such as healthcare and other supportive services.	Yes. Searching for and referring households to housing assistance and supportive services. Assisting with locating, acquiring, financing, and maintaining housing. Delivering housing counseling, guidance, and mediation. Holding housing information classes or presentations on life skills; unit cleaning, maintenance, and household budgeting.

Tenant-Based Rental Assistance (TBRA) Services

1. Purpose

TBRA provides an ongoing and portable rental subsidy that helps households obtain or maintain permanent housing in the private rental housing market, including assistance for shared housing arrangements, until they can enroll in the Housing Choice Voucher Program (HCVP) or other affordable housing programs. Under TBRA, households select a housing unit of their choice. Unlike FBRA, services do not link to a specific unit. If a household moves out of their unit, they may transfer their assistance to another unit, subject to individual program rules. Project Sponsors may terminate TBRA households from the program if they fail to apply for the HCVP and other affordable housing programs, renew applications as required, and accept assistance as offered (see Section 11. Linkage with Other Affordable Housing Programs).

2. Eligible Costs

A. **Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to TBRA. TBRA service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms if required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with owners and utility companies about program requirements
- x. Reviewing prospective leases to ensure that they include and exclude specific provisions
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes
- xiv. Translating documents and interpreting speech

B. **Housing Assistance Costs**

TBRA pays only current rental costs and cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 8. Calculating Monthly Household and Project Sponsor Rent Payments). In some circumstances, TBRA reimburses a household's monthly utility costs (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs, Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household.

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

3. Ineligible Costs

While not an exhaustive list, TBRA cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TBRA cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 2. Eligible Costs above). While TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, and so on), Project Sponsors can pay such costs using PHP.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services simultaneously (i.e., TBRA, STRMU, and FBHA service periods cannot overlap).

4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional TBRA service requirements to prioritize benefits for those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude anyone by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop

a local program policy. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize 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 duration of TBRA services. Or a Project Sponsor could prioritize TBRA services to waitlisted households or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation.

5. Housing Status

TBRA serves both housed and homeless households. To receive TBRA services, households must present evidence of current or imminent tenancy in the private unassisted housing market. TBRA alleviates the rent burden of low-income households. As such, TBRA cannot assist mortgagors.

A. Rent

To receive TBRA services, households must have a legal right to reside in a 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 lease does not name the eligible individual as a tenant or occupant, they have no legal right to reside in the unit, disqualifying them from TBRA housing assistance services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

B. Utilities

If a TBRA-assisted household qualifies for a utility reimbursement, the Project Sponsor pays this amount 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). A household member must have a utility account in their name to receive a utility reimbursement. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on those established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving utility reimbursements. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

6. Occupancy Standards

TBRA Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. They also establish guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below). Project Sponsors determine the unit size a household needs based on household size and composition. Project Sponsors apply unit size determinations uniformly, consistently, and non-discriminatorily for all households of like size and composition. A bedroom must meet applicable Housing Quality Standards (HQS) (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If entering an area necessitates passing through another room, the space may count as a living/sleeping area, but not a bedroom. The living room may count as a living/sleeping area, but not a bedroom. Kitchens and bathrooms cannot count as living/sleeping areas or bedrooms. When determining an appropriate unit size, Project Sponsors:

- A.** Provide for the smallest number of bedrooms a household needs without overcrowding.
- B.** Comply with space requirements under HQS.
- C.** Include children temporarily away from the home because of placement in foster care.
- D.** Treat a pregnant person as two persons.
- E.** Permit small children (less than two years of age) to share a one-bedroom with a single parent.
- F.** Count any live-in aide (approved by the Project Sponsor to reside in the unit).
- G.** Allow elderly or disabled household members to occupy separate bedrooms.

Project Sponsors may grant an exception to the occupancy standards if justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Project Sponsors must

document such exceptions in the household's record. The DSHS HOPWA Program uses the [HOPWA Rental Assistance Guidebook](#) to regulate allowable unit sizes.

TBRA Occupancy Standards: Permissible Unit Sizes			
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members	Maximum Occupancy if Using the Living Room 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
6	10	12	14

7. Rent Standard and Rent Reasonableness

HOPWA grantees that authorize rental assistance activities must have rent standards that set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Low rent standards make it difficult for households to find acceptable units in neighborhoods close to medical care, transportation, employment, schools, and other resources. High rent standards can limit the number of households Project Sponsors serve, given finite funding.

Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published Fair Market Rent (FMR) or 2) the HUD-approved community-wide exception rent. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs provide estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R publishes FMRs and SAFMRs annually in October. DSHS reviews its rent standards annually to ensure they correspond with PD&R's current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with their AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the Project Sponsor might grant an exception to a household that needs housing near a medical provider in the center of town, where housing costs more.

When examining whether a proposed unit meets the rent standard, Project Sponsors need to know:

- The rent requested by the owner.
- The types of utilities the owner will pay for.
- The types of utilities the household will pay for.

Project Sponsors select the household's rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the authorized unit size the household qualifies for, and identifying

the corresponding rent standard. A household may occupy a unit sized smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors use the rent standard for the lower of either 1) the unit size allowed by the Occupancy Standards or 2) the actual unit size. For example, if a household qualifies for a one-bedroom unit but selects a two-bedroom, the Project Sponsor will use the rent standard for a one-bedroom. Similarly, if a household qualifies for a two-bedroom unit but selects a one-bedroom, the Project Sponsor will use the rent standard for a one-bedroom.

The current effective rent standard always applies to a proposed unit's initial rent standard examination. If a rent standard increases, the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold households occupying such units harmless until they move to a new unit. This will minimize the threat of housing instability for affected households during subsequent interim or annual rent standard reexaminations.

If a current household's authorized unit size changes during an interim reexamination, their rent standard will depend on their new authorized unit size and the current effective rent standard at their next annual rent standard reexamination.

Per 24 §CFR 574.320 (a)(3), the proposed unit's gross rent 1) must reasonably relate to the gross rents charged for comparable unassisted units in the private market and 2) cannot exceed the gross rents charged for comparable unassisted units owned by the same owner. Project Sponsors should not assume that the proposed unit's gross rent meets rent reasonableness requirements if it falls within the established rent standard. A proposed unit may meet rent standard requirements but fail to meet rent reasonableness requirements. Project Sponsors 1) document for each proposed unit that the owner charged a reasonable gross rent when compared with the gross rents of other similar units in the private unassisted market, and 2) verify, if applicable, that the owner charged a reasonable gross rent when compared with the gross rents of other similar units owned by the same owner. Project Sponsors compare the proposed unit's gross rent to the average gross rent of two similar units, accounting for unit size, type, age, location, amenities, and utilities.

- *Size.* Compare to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Compare to units of similar type (e.g., house, duplex, apartment, and so on).
- *Amenities.* Compare to units with similar amenities (appliances, patios, and so on).
- *Location.* Compare to units in the same or similar areas.

If the proposed unit's gross rent exceeds the lower of the rent standard or the reasonable rent, the Project Sponsor cannot provide TBRA services. To ensure compliance with this requirement, Project Sponsors complete [Form H: Rent Standard and Rent Reasonableness Examination](#) for each unit before TBRA services start and annual eligibility recertifications. They also complete Form H if household residency, composition, or rent have changed.

NOTE: Project Sponsors must attach comparison unit documentation and a utility schedule to Form H.

NOTE: Form H automatically selects a rent standard based on zip code, county, and authorized unit size. Form H returns a zip-code-level rent standard where available and a county-level rent standard where not.

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 household's calculated monthly rent payment and the rent specified in their lease agreement. Project Sponsors make rental assistance payments directly to property owners and sometimes provide utility reimbursements to utility vendors. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount equaling the higher of 1) 30 percent of the household's monthly adjusted income as described in [24 CFR §5.611](#), 2) 10 percent of the household's monthly income, or 3) the household's monthly welfare payments from a public agency designated to meet 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 and rental assistance subsidy, Project Sponsors complete [Form I: Rental Assistance Worksheet](#) before TBRA

services start and annual eligibility recertifications. They also complete Form I if household eligibility factors or rent have changed.

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 not paid by another source. Project Sponsors prorate allowances for shared housing arrangements (See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements). Project Sponsors may request current copies of HUD-approved utility schedules from local Public Housing Agencies. Project Sponsors use the utility allowance for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the unit. If a household's allowance exceeds their calculated monthly rent payment, the household's adjusted rent payment will equal \$0, and the Project Sponsor will pay the difference to the utility vendor as 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 client of the amount paid to the utility vendor and maintain a copy of the notification in the household's record.

10. **TBRA Outcome Measures**

To measure the effectiveness of TBRA services, Project Sponsors record household status outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes, household sources of income, household sources of medical insurance or assistance, how long each household has received TBRA services, whether the eligible individual has ever had an antiretroviral therapy (ART) prescription, and whether the eligible individual has shown an improved viral load or achieved viral suppression. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Transitional housing	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing Emergency shelter Place not meant for human habitation Jail or prison term expected to last more than six months Jail or prison term expected to last less than six months Disconnected from care	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

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

1. **Purpose**

STRMU provides short-term rent, mortgage, and utility payments for households experiencing a financial crisis related to their HIV health condition or a change in their economic circumstances. STRMU helps prevent homelessness by enabling households to remain in their own homes. When combined with other complementary efforts, including healthcare, case management, benefits counseling, and employment or vocational services, STRMU can stabilize households facing homelessness.

STRMU payments alone may only offer temporary stability to an unstable living arrangement. To achieve lasting housing stability, STRMU-assisted households should devise plans that address short- and long-term housing stability goals. When appropriate, these goals should involve restoring self-sufficiency; developing job skills necessary for gainful employment; accessing public benefits; or enhancing educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individualized housing plans

also document that Project Sponsors have met the requirements for ongoing housing assistance and supportive services assessments in [24 CFR §574.500\(b\)\(2\)](#). Project Sponsors should evaluate the ongoing housing needs of STRMU-assisted households, assess their current resources, and link them to other permanent housing options as appropriate.

2. Eligible Costs

A. Service Delivery Costs

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to STRMU. STRMU service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Collecting evidence of the emergency/need for services and inability to pay housing costs
- iv. Performing initial eligibility certifications and annual and interim eligibility recertifications
- v. Referring ineligible households to other housing assistance services
- vi. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K1, O, and P
- vii. Completing and distributing applicable VAWA materials
- viii. Collecting supporting documentation and attaching it to program forms if required or applicable
- ix. Traveling to proposed units to complete HQS inspections (if necessary)
- x. Communicating with owners and mortgage and utility companies about program requirements
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes
- xiv. Translating documents and interpreting speech

B. Housing Assistance Costs

STRMU pays rental, mortgage, and utility debts and dues to help prevent homelessness. STRMU can pay late fees and other penalties if the household risks eviction or loss of housing in the event of nonpayment. Per 24 CFR §574.330(a)(1), STRMU may assist with up to 21 weeks of accrued costs in a 52-week period. Unlike TBRA and TSH services, the amount of STRMU assistance a household receives depends on the household's assessed needs and negotiation. STRMU does not require a rent standard or rent reasonableness examination, and households do not have to pay a calculated portion of their income toward their rent, mortgage, or utility costs. However, if able, households may pay a portion of their housing costs, as any portion contributed by the household does not count against the 21-week STRMU limit.

3. Ineligible Costs

STRMU cannot assist households receiving rental assistance via HOPWA or another federal, state, or local housing assistance program. For example, if a household has enrolled in the Housing Choice Voucher Program (HCVP) or receives another type of rental assistance, STRMU cannot pay the household's calculated share of rent. Per statute, STRMU enables households to remain in their homes by preventing eviction or loss of housing. Accordingly, STRMU can only assist currently housed households in preventing homelessness. STRMU cannot assist homeless households or households moving into new housing arrangements (e.g., costs for moving services, security or utility deposits, first month's rent, and so on). Furthermore, STRMU cannot assist with the costs of household supplies, furnishings, automobile/transportation repairs, or telephone, internet, or cable services.

Additionally, STRMU cannot assist with the following mortgage costs: Support for an open line of credit or loan secured by the house; payments for property taxes, insurance premiums, or other fees paid separately after paying the first or second mortgage in full; payments towards personal loans or credit debts secured against the unit; payments for a second mortgage when the household owes payments for the first mortgage; or down-payment assistance to purchase a new unit.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services simultaneously (i.e., TBRA, STRMU, and FBHA service periods cannot overlap).

4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional STRMU service requirements to prioritize benefits for those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude anyone by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize STRMU services to households experiencing specific types of emergencies or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation.

5. Housing Status

STRMU serves housed households. Households must present evidence that they rent or own their home. STRMU enables renters and homeowners to remain in their current homes. As such, STRMU cannot assist homeless households or households moving into new housing arrangements.

A. Rent

To receive STRMU rent 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 lease does not name the eligible individual as a tenant or occupant, they have no legal right to reside in the unit, disqualifying them from STRMU housing assistance services. Project Sponsors may also use the following less-preferable forms of documentation as evidence of tenancy:

- i. Rental receipts, cancelled checks, copies of money orders from the household to the owner, or other documentation of the household's responsibility for making rental payments
- ii. Late payment notices or any other written communications from the owner to the household
- iii. If not named on the lease, written confirmation from the owner that the household legally resides in the unit

B. Mortgage

To receive STRMU mortgage services, households must demonstrate that they own and reside in 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 or 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 whether a household can maintain mortgage payments after the assistance period ends.

STRMU mortgage assistance includes principal and interest. It may also include property taxes; special assessments (if applicable); condominium fees; and flood, fire, or other hazard insurance premiums if part of the monthly mortgage statement and held in escrow. STRMU cannot assist with these additional costs if the monthly mortgage statement excludes them. Other forms of assistance, such as homeownership programs, may provide alternative support for costs not included in the monthly mortgage statement.

STRMU mortgage assistance may include costs related to second mortgages. Generally, a second mortgage represents a lien on real property. Mortgage defaults (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 minimize the threat of homelessness for an adequately housed household.

C. Utilities

To receive STRMU utility services, a household must present evidence of legally residing in the private unassisted unit, and a household member must have a utility account in their name. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on those established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving STRMU utility assistance. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

6. Evidence of Need

STRMU serves households experiencing a financial crisis related to their HIV health condition or a change in their economic circumstances. The amount of STRMU assistance a household receives depends on the household's assessed needs. STRMU can only pay for costs that other available resources cannot pay or reimburse. To qualify for STRMU, households must demonstrate that they lack the resources to pay their rent, mortgage, or utility costs and would risk homelessness without STRMU. To assess household needs, Project Sponsors need to:

- Verify how the financial crisis prevents or will prevent households from paying their housing costs.
- Verify housing costs using leases, default or late payment notices, utility bills, and account ledgers.
- Verify that households lack other resources, such as income or savings, to address the unmet need.
- Verify that STRMU services will prevent eviction, foreclosure, or shutoff.

Project Sponsors should establish a reasonable basis to verify and quantify the need for STRMU services.

Examples include:

- A. A record of monthly bills for recurring costs, and evidence of the limited nature of household income and available financial resources (i.e., bank account balances).
- B. A housing case manager's assessment of "need," which includes various elements such as current, previous, and future months' financial situation, employment and benefits status, and HIV health-related conditions.

STRMU: Examples of Need	
Acceptable:	Unacceptable:
• Household experiences a sudden loss of income due to changes in health • Household has lost employment • Household loses a source of income when household composition changes • Household faces extraordinary and unexpected out-of-pocket healthcare costs	• Credit card debt for expenditures of a personal nature, such as vacations, holiday gifts, home furnishings, personal grooming, pets, and so on • Automobile repairs or payments (unless essential for regular employment or full-time education, and where public transportation is inadequate) • Payment of child support or alimony • Payment of telephone, cell phone, or internet bill • Payment of tickets, fines, or restitution • Payment of personal loans or other financial obligations, other than rent, mortgage, or utilities
NOTE: This is a non-exhaustive list.	

While Project Sponsors may use default or late payment notices to demonstrate housing need, STRMU services do not require such documentation. Other ways to verify need and amounts owed include documenting rent, mortgage, or utility payments due and calling the owner, lender, or utility company before they issue default or late payment notices, which could help avoid or reduce late fees.

NOTE: Each request for STRMU services requires adequate justification.

7. **STRMU Caps**

Project Sponsors may choose to implement annual STRMU payment caps, time caps, or both based on the availability of HOPWA funds, clients' needs, and waitlists. The payment cap limits the amount of financial assistance paid by STRMU, and the time cap imposes a more restrictive limit on the days of accrued costs paid by STRMU. If a Project Sponsor establishes a cap, the total STRMU assistance provided to a household in a 52-week period cannot exceed the cap. Project Sponsors must collaborate with their AA to develop a STRMU cap policy. Project Sponsors must apply the cap uniformly, consistently, and non-discriminatorily. If a Project Sponsor establishes a cap, their AA must approve it, and it must comply with the 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).

8. **STRMU 52-Week Period**

Per 24 CFR §574.330(a)(1), STRMU may assist with up to 21 weeks of accrued costs in a 52-week period. Therefore, Project Sponsors must examine the time periods associated with rent, mortgage, and utility costs to ensure that STRMU assistance does not exceed this limit. Project Sponsors use [Form K1: STRMU Tracking Worksheet](#) to assign a unique 52-week period to each STRMU-assisted household based on the time periods paid by STRMU. Using this method, the 52-week period begins on the first day of accrued costs paid by STRMU. At the end of this 52-week period, the next 52-week period may begin for that household. For example, the 52-week period for a household that receives STRMU rent assistance for the full amount of April rent would start on April 1 and end on March 31 of the following year. If the same household receives STRMU utility assistance for utility arrears accrued before April 1, the eligible STRMU period would start on the earliest utility metering period date that the assistance covers.

9. **STRMU 147-Day Tracking**

The DSHS HOPWA Program uses a 147-day tracking methodology, which converts the 21-week limit to 147 calendar days and counts the unduplicated days of accrued costs paid by STRMU. Project Sponsors use [Form K1: STRMU Tracking Worksheet](#) to comply with this methodology. STRMU may assist with up to 147 days of accrued costs in a 52-week period. If a Project Sponsor establishes a time cap, the total STRMU assistance provided to a household in a 52-week period cannot exceed the cap.

A. **Example 1**

A household's utility bill metering period started on April 5 and ended on May 4 (30 days). If a Project Sponsor pays the whole utility bill, the Project Sponsor counts this as 30 days of assistance.

B. **Example 2**

Using the example above, if a Project Sponsor pays a portion of the utility bill, the Project Sponsor only counts the days paid by STRMU. For example, say the bill equals \$148.00, and the household and Project Sponsor will pay \$48.00 and \$100.00, respectively. 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 payment counts as 21 days of assistance.

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 do not manually split utility metering periods between two months. The form automatically counts the unduplicated days of accrued costs paid by STRMU and sorts them into the correct months.

NOTE: For debts, Project Sponsors obtain a ledger from the owner/lender/utility vendor to correctly attribute debts to the correct months.

10. **Amount of Assistance**

Although STRMU does not require households to pay a portion of their housing costs, assistance must not relieve households of their responsibility to make housing payments. If a household can pay some of their rent, mortgage, or utility costs, Project Sponsors may negotiate an appropriate household contribution. Such determinations limit STRMU assistance to the difference between the amounts due and the amounts the household can pay. Project Sponsors should document any household contributions towards their housing costs.

This ensures full payment of the amounts due and avoids partial payments that may lead to evictions, defaults, or utility cut-offs.

For example, say a household's April rent (30 days) equals \$800.00, and the household and Project Sponsor will pay \$200.00 and \$600.00, respectively. For 147-day tracking, the Project Sponsor only counts the days paid by STRMU. With rounding, this payment counts as 23 days of assistance. The household's contribution does not count against the 147-day limit. If the household needs further assistance in the same 52-week period, they will have more time remaining in their 147-day limit than if they had not contributed towards their rent.

11. STRMU Outcome Measures

To measure the effectiveness of STRMU services, Project Sponsors record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes, household sources of income, household sources of medical insurance or assistance, and each household's STRMU history. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Likely to need additional STRMU to maintain current housing arrangements Transitional housing	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing Emergency shelter Place not meant for human habitation Jail/Prison term expected to last more than six months Jail/Prison term expected to last less than six months Disconnected from care	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

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 comprises three supportive housing categories for populations with special needs:

- Short-Term Supportive Housing (STSH)
- Transitional Supportive Housing (TSH)
- 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 provide for term- or service-limited residency. STSH facilities provide temporary shelters to households experiencing homelessness as a bridge to permanent housing. TSH facilities allow households to prepare for permanent housing and develop individualized housing plans, culminating in 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 institutional settings. Households receiving FBHA services likely need supportive services to maintain stability and receive appropriate levels of care. Project Sponsors must have expertise in program and property management and the capacity to deliver complex supportive housing services.

Depending on the program design, sub-activity, and facility, expenditures may include Operating, Leasing, Project-Based Rental Assistance, and Master-Leasing costs. The diagram below depicts allowable expenditures by sub-activity.

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 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 planning to provide FBHA must submit the following supportive services certifications to their AA:

- i. *Services.* A certification that the Project Sponsor or a service provider will provide supportive services as required by 24 CFR §574.310(a)
- ii. *Funding.* A certification that the Project Sponsor will provide an analysis of necessary supportive services and a statement of how they will fund them
- iii. *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 must collaborate with their 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; procedures to avoid and mitigate conflicts of interest, and so on. AAs will consider proposals, with DSHS oversight, on a case-by-case basis. AAs must consult with DSHS, and DSHS must consult with HUD before DSHS approves the proposal.

3. FBHA Outcome Measures

To measure the effectiveness of FBHA services (both STSH and TSH), Project Sponsors record household status outcomes on [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#). Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes, household sources of income, household sources of medical insurance or assistance, and how long each household has received FBHA services. Outcome categories include:

Household Status	Outcome
Continued to the next year Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing Institutional arrangement expected to last more than six months	<i>Stable/Permanent Housing</i>
Institutional arrangement expected to last less than six months Transitional housing	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing Emergency shelter Place not meant for human habitation Jail/Prison term expected to last more than six months Jail/Prison term expected to last less than six months Disconnected from care	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

Short-Term Supportive Housing (STSH) Services

1. Purpose

STSH provides temporary shelter for households experiencing homelessness. Services allow households to develop individualized housing plans that address short- and long-term needs, culminating in permanent housing. Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each STSH-assisted household an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors assess each household's housing needs, develop an individualized housing and service plan, and consider using PHP and rental assistance or other affordable housing programs to promote housing stability. STSH services might not result in permanent housing arrangements, and service outcomes might not fit into simple categories. While households might not achieve full housing stability or 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

A. **Service Delivery Costs**

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to STSH. STSH service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K2, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms if required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with temporary shelter vendors about program requirements
- x. Requesting, issuing, and documenting payments
- xi. Documenting housing assistance and supportive service outcomes
- xii. Recordkeeping, logging time and effort, and maintaining case notes
- xiii. Translating documents and interpreting speech

B. **Housing Assistance 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 or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays when households cannot access appropriate temporary shelters

or have identified subsequent rental housing not immediately available for move-in. In this context, necessary minimum costs mean those a household must pay to access and occupy a temporary shelter. Per 24 CFR §574.330(a)(1), STSH may provide residence to a household for up to 60 days of accrued costs in a six-month period. Unlike TBRA and TSH services, the amount of STSH assistance a household receives depends on the household's assessed needs and negotiation. STSH does not require a rent standard or rent reasonableness examination, and households do not have to pay a calculated portion of their income toward using the facility. However, if able, households may pay a portion of their necessary minimum costs, as any portion contributed by the household does not count against the 60-day STSH limit. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

- i. *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. Optionally, Project Sponsors may levy an occupancy charge and collect any household payments (program income). Operating costs include interior and exterior maintenance (for example, repairing and cleaning a unit when an assisted household vacates it), security measures, insurance, utilities for the facility and units, furnishings for the facility and units (that remain in the unit when an assisted household vacates it), salary and fringe (for staff directly related to the facility, such as property managers, front desk managers, house managers, and so on, but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](#) costs mean protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects not affixed to or part of the building. If a Project Sponsor leases a facility, STSH limits operating costs to those not covered by the owner in the rental agreement.
- ii. *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. Optionally, Project Sponsors may levy an occupancy charge and collect any household payments (program income). Project Sponsors cannot 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. Leasing costs also include payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease).

3. Ineligible Costs

While not an exhaustive list, STSH cannot provide long-term or continuous assistance in temporary shelters. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. While STSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, and so on), Project Sponsors can pay such costs using PHP. STSH cannot pay for any costs beyond those necessary to access and occupy a temporary shelter (e.g., hotel room service).

4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional STSH service requirements to prioritize benefits for those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude anyone by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize STSH services to households experiencing specific types of emergencies or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation.

5. **Housing Status**

STSH serves [homeless](#) households. All homeless household members aged 18 or older complete and sign [Form B: Self-Declaration of Residency](#), indicate they do not have a fixed address, and select their homeless category. STSH provides temporary shelter for households experiencing homelessness. As such, STSH cannot assist households that already have housing.

6. **Facility Requirements**

Per 24 CFR §574.330(b)(1), STSH facilities provide temporary shelter to no more than 50 households at one time.

7. **STSH Caps**

Project Sponsors may choose to implement six-month STSH payment caps, time caps, or both based on the availability of HOPWA funds, clients' needs, and waitlists. The payment cap limits the amount of financial assistance paid by STSH, and the time cap imposes a more restrictive limit on the nights of accrued costs paid by STSH. If a Project Sponsor establishes a cap, the total STSH assistance provided to a household in a six-month period cannot exceed the cap. Project Sponsors must collaborate with their AA to develop an STSH cap policy. Project Sponsors must apply the cap uniformly, consistently, and non-discriminatorily. If a Project Sponsor establishes a cap, their AA must approve it, and it must comply with the 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).

8. **STSH Six-Month Period**

Per 24 CFR §574.330(a)(1), STSH may provide residence to a household for up to 60 days of accrued costs in a six-month period. Project Sponsors must examine the time periods associated with temporary shelter costs to ensure that STSH assistance does not exceed this limit. Project Sponsors use [Form K2: STSH Tracking Worksheet](#) to assign a unique six-month period to each STSH-assisted household based on the time periods paid by STSH. Using this method, the six-month period starts on the first day of accrued costs paid by STSH. At the end of this six-month period, the next six-month period may start for that household. For example, the six-month period for a household that receives STSH assistance for the full cost of a stay that began on November 9 would start 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, which counts the nights of accrued costs paid by STSH. Project Sponsors use [Form K2: STSH Tracking Worksheet](#) to comply with this methodology. STSH may provide residence to a household for up to 60 nights of accrued costs in a six-month period. If a Project Sponsor establishes a time cap, the total STSH assistance provided to a household in a six-month period cannot exceed the cap.

A. **Example 1**

A household's check-in/check-out dates for a motel stay ranged from September 3 to October 14 (41 nights). If a Project Sponsor pays the whole cost, the Project Sponsor counts this as 41 nights of assistance.

B. **Example 2**

Using the example above, if a Project Sponsor pays a portion of the cost, the Project Sponsor only counts the nights paid by STSH. For example, say the cost equals \$2,583.65 and the household and Project Sponsor will pay \$608.65 and \$1,975.00, respectively. 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 payment counts as 32 nights of assistance.

NOTE: STSH does not require households to pay a portion of their temporary shelter costs, nor does it require Project Sponsors to levy occupancy charges.

10. Amount of Assistance

STSH does not require households to pay a portion of their temporary shelter costs. If a household can pay some of their temporary shelter costs, Project Sponsors may negotiate an appropriate household contribution. Such determinations limit STSH assistance to the difference between the cost of the temporary shelter and the amount the household can pay. Project Sponsors should document any household contributions towards their temporary shelter costs. This ensures full payment of the amounts due and maintains the household's good standing with the Project Sponsor or independent temporary shelter vendor.

For example, say a household's motel stay (7 nights) equals \$511.68, and the household and Project Sponsor will pay \$90.00 and \$421.68, respectively. For 60-night tracking, the Project Sponsor only counts the nights paid by STSH. With rounding, this payment counts as 6 nights of assistance. The household's contribution does not count against the 60-night limit. If the household needs further assistance in the same six-month period, they will have more time remaining in their 60-night limit than if they had not contributed toward their temporary shelter cost.

Transitional Supportive Housing (TSH) Services

1. Purpose

TSH provides up to 24 cumulative months of non-portable facility-based rental assistance to homeless households or households at risk of homelessness, including assistance for shared housing arrangements. Services allow households to prepare for permanent housing and develop individualized housing plans, culminating in permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the Housing Choice Voucher Program (HCVP) or other affordable housing programs. Unlike TBRA, services link to a specific unit or building. If a household moves out of their unit, they cannot transfer their assistance to another unit. Project Sponsors may terminate TSH households from the program if they fail to apply for the HCVP and other affordable housing programs, renew applications as required, and accept assistance as offered (see Section 11. Linkage with 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.

2. Eligible Costs

A. Service Delivery Costs

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to TSH. TSH service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms if required or applicable
- viii. Traveling to proposed units to complete HQS inspections
- ix. Communicating with owners and utility companies about program requirements
- x. Reviewing prospective leases to ensure that they include and exclude specific provisions
- xi. Requesting, issuing, and documenting payments
- xii. Documenting housing assistance and supportive service outcomes
- xiii. Recordkeeping, logging time and effort, and maintaining case notes
- xiv. Translating documents and interpreting speech

B. Housing Assistance Costs

TSH provides up to 24 cumulative months of non-portable facility-based rental assistance to homeless households or households at risk of homelessness, including assistance for shared housing arrangements. Unlike tenant-based rental assistance, services link to a specific unit or building. If a

household moves out of their unit, they cannot transfer their assistance to another unit. The subsidy amount depends on several factors, including household income and rental costs associated with the household's lease or sublease. Depending on the facility type and needs, TSH may also pay for facility operating costs.

- i. *Rental Assistance*: TSH pays only current rental costs and cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 8. Calculating Monthly Household and Project Sponsor Rent Payments). In some circumstances, TSH reimburses a household's monthly utility costs (see 9. Utility Allowances and Reimbursements below). In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs, Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household. If the Project Sponsor owns the facility, the program classifies the rental assistance as project-based rental assistance (PBRA). If the Project Sponsor leases the facility, the program classifies the rental assistance as master leasing.

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. Project Sponsors that collect PBRA subsidies cannot also 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 cannot 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. Project Sponsors that collect master-leasing subsidies cannot also bill for facility leasing costs.
- ii. *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 interior and exterior maintenance (for example, repairing and cleaning a unit when an assisted household vacates it), security measures, insurance, utilities for the facility and units, furnishings for the facility and units (that remain in the unit when an assisted household vacates it), salary and fringe (for staff directly related to the facility, such as property managers, front desk managers, house managers, and so on, but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](#) costs mean protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects not affixed to or part of the building. If a Project Sponsor leases a facility, TSH limits operating costs to those not covered by the owner in the rental agreement.

3. Ineligible Costs

While not an exhaustive list, TSH cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TSH cannot pay more or less than a household's calculated monthly rental assistance subsidy (see 2. Eligible Costs above). While TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, and so on), Project Sponsors can pay such costs using PHP.

NOTE: Households cannot receive TSH and STRMU or TBRA services simultaneously (i.e., TSH and STRMU or TBRA service periods cannot overlap).

4. Establishing Additional Service Requirements

HUD permits Project Sponsors to establish additional TSH service requirements to prioritize benefits for those with the greatest need. HUD's Office of Fair Housing and Equal Opportunity (FHEO) must approve local preferences to ensure such practices do not discriminate or inadvertently exclude anyone by design or omission. If a Project Sponsor establishes additional service requirements, they must collaborate with their AA to develop a local program policy. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the policy. For example, a Project Sponsor could prioritize 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 duration of TSH services. Or a Project Sponsor could prioritize TSH services to waitlisted households or households with members who are unemployed, discharging from a hospital, persons with special needs, or presenting with some other specific situation.

5. Housing Status

TSH serves [homeless](#) households or households [at risk of homelessness](#). All homeless household members aged 18 or older complete and sign [Form B: Self-Declaration of Residency](#), indicate they do not have a fixed address, and select their homeless category. To receive TSH services, households must present evidence of current or imminent 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 lease does not name the eligible individual as a tenant or occupant, they have no legal right to reside in the unit, disqualifying them from TSH housing assistance services (see Appendix I: Tenant Lease Provisions for additional guidance about lease components).

B. Utilities

If a TSH-assisted household qualifies for a utility reimbursement, the Project Sponsor pays this amount 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). A household member must have a utility account in their name to receive a utility reimbursement. Individuals with prior utility debt or poor credit history may encounter barriers to establishing utility accounts in their name, sometimes relying on those established in someone else's name and bearing responsibility for paying the utility expenses. Project Sponsors cannot exclude such households from receiving utility reimbursements. Instead, Project Sponsors obtain proof of the household's responsibility for paying the utility expenses. For example, if a household uses a utility account 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 bears responsibility for paying the utility expenses.

6. Occupancy Standards

TSH Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. They also establish guidelines for selecting a rent standard (see 7. Rent Standard and Rent Reasonableness below). Project Sponsors determine the unit size a household needs based on household size and composition. Project Sponsors apply unit size determinations uniformly, consistently, and non-discriminatorily for all households of like size and composition. A bedroom must meet applicable Housing Quality Standards (HQS) (see Section 10. Housing Quality Standards) and provide a private area where household members may sleep. If entering an area necessitates passing through another room, the space may count as a living/sleeping area, but not a bedroom. The living room may count as a living/sleeping area, but not a bedroom. Kitchens and bathrooms cannot count as living/sleeping areas or bedrooms. When determining an appropriate unit size, Project Sponsors:

- A.** Provide for the smallest number of bedrooms a household needs without overcrowding.
- B.** Comply with space requirements under HQS.
- C.** Include children temporarily away from the home because of placement in foster care.
- D.** Treat a pregnant person as two persons.

- E. Permit small children (less than two years of age) to share a one-bedroom with a single parent.
- F. Count any live-in aide (approved by the Project Sponsor to reside in the unit).
- G. Allow elderly or disabled household members to occupy separate bedrooms.

Project Sponsors may grant an exception to the occupancy standards if justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Project Sponsors must document such exceptions in the household's record. 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 Using the Living Room 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
6	10	12	14

7. **Rent Standard and Rent Reasonableness**

HOPWA grantees that authorize rental assistance activities must have rent standards that set limits for housing costs for each unit size, from efficiencies to six-bedroom units. Rent standards should allow eligible households a reasonable selection of decent, safe, and sanitary units in a range of neighborhoods. As the grantee, DSHS must establish these rent standards, and any Project Sponsor using DSHS HOPWA Program funds to provide rental assistance must adopt them. Low rent standards make it difficult for households to find acceptable units in neighborhoods close to medical care, transportation, employment, schools, and other resources. High rent standards can limit the number of households Project Sponsors serve, given finite funding.

Per 24 CFR §574.320(a)(2), the rent standard cannot exceed 1) the published Fair Market Rent (FMR) or 2) the HUD-approved community-wide exception rent. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs provide estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R publishes FMRs and SAFMRs annually in October. DSHS reviews its rent standards annually to ensure they correspond with PD&R's current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

Further, 24 §CFR 574.320(a)(2) allows Project Sponsors to increase the rent standard by 10 percent for up to 20 percent of the units that receive rental assistance on a unit-by-unit basis (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with their AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a unit. The policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. For example, the Project Sponsor might grant an exception to a household that needs housing near a medical provider in the center of town, where housing costs more.

When examining whether a proposed unit meets the rent standard, Project Sponsors need to know the amount of several costs, including:

- The rent requested by the owner.
- The types of utilities the owner will pay for.
- The types of utilities the household will pay for.

Project Sponsors select the household's rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the authorized unit size the household qualifies for, and identifying the corresponding rent standard. A household may occupy a unit sized smaller or larger than specified by the Occupancy Standards, but in such instances, Project Sponsors use the rent standard for the lower of either 1) the unit size allowed by the Occupancy Standards or 2) the actual unit size. For example, if a household qualifies for a one-bedroom unit but selects a two-bedroom, the Project Sponsor will use the rent standard for a one-bedroom. Similarly, if a household qualifies for a two-bedroom unit but selects a one-bedroom, the Project Sponsor will use the rent standard for a one-bedroom.

The current effective rent standard always applies to a proposed unit's initial rent standard examination. If a rent standard increases, the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold households occupying such units harmless until they move to a new unit. This will minimize the threat of housing instability for affected households during subsequent interim or annual rent standard reexaminations.

If a current household's authorized unit size changes during an interim reexamination, their rent standard will depend on their new authorized unit size and the current effective rent standard at their next annual rent standard reexamination.

Per 24 §CFR 574.320 (a)(3), the proposed unit's gross rent 1) must reasonably relate to the gross rents charged for comparable unassisted units in the private market and 2) cannot exceed the gross rents charged for comparable unassisted units owned by the same owner. Project Sponsors should not assume that the proposed unit's gross rent meets rent reasonableness requirements if it falls within the established rent standard. A proposed unit may meet rent standard requirements but fail to meet rent reasonableness requirements. Project Sponsors 1) document for each proposed unit that the owner charged a reasonable gross rent when compared with the gross rents of other similar units in the private unassisted market, and 2) verify, if applicable, that the owner charged a reasonable gross rent when compared with the gross rents of other similar units owned by the same owner. Project Sponsors compare the proposed unit's gross rent to the average gross rent of two similar units, accounting for unit size, type, age, location, amenities, and utilities.

- *Size.* Compare to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Compare to units of similar type (e.g., house, duplex, apartment, and so on).
- *Amenities.* Compare to units with similar amenities (appliances, patios, and so on).
- *Location.* Compare to units in the same or similar areas.

If the proposed unit's gross rent exceeds the lower of the rent standard or the reasonable rent, then the Project Sponsor cannot provide TSH services. To ensure compliance with this requirement, Project Sponsors complete [Form H: Rent Standard and Rent Reasonableness Examination](#) for each unit before TSH services start and annual eligibility recertifications. They also complete Form H if household residency, composition, or rent have changed.

NOTE: Project Sponsors must attach comparison unit documentation and a utility schedule to Form H.

NOTE: Form H automatically selects a rent standard based on zip code, county, and authorized unit size. Form H returns a zip-code-level rent standard where available and a county-level rent standard where not.

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 household's calculated monthly rent payment and the rent specified in their lease agreement. Project Sponsors collect rental assistance subsidies and sometimes provide utility reimbursements to utility vendors. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount equaling the higher of 1) 30 percent of the household's monthly adjusted income as described in [24 CFR §5.611](#), 2) 10 percent of the household's monthly income, or 3) the household's monthly welfare payments from a public agency designated to meet 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 and rental assistance subsidy, Project Sponsors complete **Form I: Rental Assistance Worksheet** before TSH services start and annual eligibility recertifications. They also complete Form I if household eligibility factors or rent have changed.

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 not paid by another source. Project Sponsors prorate allowances for shared housing arrangements (See Appendix H: Rental Assistance Instructions for Shared Housing Arrangements). Project Sponsors may request current copies of HUD-approved utility schedules from local Public Housing Agencies. Project Sponsors use the utility allowance for the lower of either the number of bedrooms allowed by the Occupancy Standards or the actual number of bedrooms in the unit. If a household's allowance exceeds their calculated monthly rent payment, the household's adjusted rent payment will equal \$0, and the Project Sponsor will pay the difference to the utility vendor as 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 client of the amount paid to the utility vendor and maintain a copy of the notification in the household's record.

Permanent Housing Placement (PHP) Services

1. Purpose

Per 24 CFR §574.300(b)(7), PHP helps households access, secure, and establish a permanent residence, which they will maintain either on their own or with ongoing rental assistance. Project Sponsors can use PHP as a standalone service or in conjunction with other HOPWA or non-HOPWA housing assistance services.

2. Eligible Costs

A. Service Delivery Costs

Generally, service delivery costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to PHP. PHP service delivery activities may include:

- i. Assessing housing status and needs
- ii. Collecting program eligibility documentation and qualifying households for PHP services
- iii. Performing initial eligibility certifications and annual and interim eligibility recertifications
- iv. Referring ineligible households to other housing assistance services
- v. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, L, O, and P
- vi. Completing and distributing applicable VAWA materials
- vii. Collecting supporting documentation and attaching it to program forms if required or applicable
- viii. Traveling to proposed units to complete HQS inspections (if necessary)
- ix. Communicating with owners and utility companies about program requirements
- x. Providing tenant counseling
- xi. Assisting households with unit searches and securing rental units that meet program requirements
- xii. Helping households understand leases, establish utility services, and make moving arrangements
- xiii. Mediating tenant or owner issues that may arise while placing households in new units
- xiv. Requesting, issuing, and documenting payments
- xv. Documenting housing assistance and supportive service outcomes
- xvi. Recordkeeping, logging time and effort, and maintaining case notes
- xvii. Translating documents and interpreting speech

B. Housing Assistance Costs

Eligible PHP housing assistance costs include application fees charged by owners or representatives; administrative fees charged in lieu of or in addition to a security deposit and other initial move-in costs (sometimes structured as refundable or non-refundable); realtor or broker fees; related credit, rental, and criminal background checks; rental insurance (limited to a single payment for the first month of coverage or limited to a single initial payment for multiple months of coverage); utility deposits, hookup fees, and processing fees paid directly to the utility vendor; first or last month's rent or prorated rent (if required for occupancy and the household will not receive ongoing rental assistance, whether via HOPWA or another program); and security deposits required for lease approval and occupancy. PHP can also assist with rental and utility arrears (including accumulated late fees, eviction costs, and related monetary penalties) if these debts present a barrier to obtaining permanent housing or establishing utility services in a new unit. Project Sponsors must document that a household cannot secure a new unit or establish utility services without paying such arrears. The total amount of PHP assistance provided to a household for the 1) security deposit, 2) first month's rent, 3) last month's rent, and 4) rental arrears (paid to the same owner) cannot exceed the value of two months' rent for the new unit. The PHP two-month rent cap applies to assistance for rental costs (including the security deposit). The cap does not apply to assistance for non-rental costs, such as fees, inquiries, and insurance. The cap also does not apply to assistance for utility deposits, utility hookup fees, and utility arrears.

3. Ineligible Costs

While not an exhaustive list, PHP cannot pay for housing supplies, furniture, or appliances; smoke and carbon monoxide detectors (owners provide and maintain smoke and carbon monoxide detectors for renters; Project Sponsors may use local fire programs or hardware store donations to provide smoke and carbon monoxide detectors for mortgagors); minor repairs to the unit associated with the move-in; and other incidental costs for occupancy of the housing unit. While PHP cannot pay for these costs, Project Sponsors may use leveraged funds or donations to address other related needs or move-in support. PHP cannot pay for moving costs like moving trucks or hired movers. PHP cannot pay for the first or last month's rent or prorated rent when the household will receive ongoing rental assistance, whether via HOPWA or another program. PHP cannot pay for the cost of the first utility metering period (i.e., PHP can assist with costs for utility deposits and service activation, not service consumption). Also, Project Sponsors cannot use PHP funds to break and buy out the remainder of a household's current lease agreement as part of a broader strategy of 1) securing a new permanent residence while 2) averting a negative impact on the household's rental history.

4. Housing Status

PHP serves both housed and homeless households. PHP helps households access, secure, and establish a permanent residence, which they will maintain either on their own or with ongoing rental assistance. Generally, owners/representatives will not execute lease agreements with households that have not paid initial move-in costs in advance. Project Sponsors provide [Form L: PHP Intent to Lease Worksheet](#) to owners/representatives of the property. Form L serves as a supporting document verifying initial move-in costs and the owner's/representative's intent to lease the proposed unit to the household, allowing the Project Sponsor to pay the owner. Project Sponsors do not issue Form L to utility vendors.

NOTE: Supporting documentation for a utility deposit can include the first utility bill the household receives from a utility vendor if the bill includes the amount required.

5. Security and Utility Deposit Tracking

If an owner or utility vendor fully or partially refunds a security or utility deposit when the assisted household leaves a unit, they must return it to the Project Sponsor. Project Sponsors maintain a record of all deposits and make a good faith effort to recover program funds upon the household's departure from a unit (see Appendix C: Permanent Housing Placement Accounting Guidelines). Project Sponsors must collaborate with their AA to develop a system of tracking all security and utility deposits made and returned, and maintain accounting records for returned deposits. Project Sponsors report returned deposits 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 their AA. Their AA will submit the application to hivstdreport.tech@dshs.texas.gov for approval on behalf of Project Sponsors.
- B. Obtain accounting technical assistance from the DSHS Fiscal Support and Oversight (FSO) Unit.
- C. Follow the DSHS Accounting Guidelines for documenting PHP services (Appendix C: Permanent Housing Placement Accounting Guidelines).
- D. Submit revised Project Sponsor Data Sheets (Appendix E: HOPWA Project Sponsor Data Sheet) to their AA. Their AA will submit the data sheet to hivstdreport.tech@dshs.texas.gov for approval on behalf of Project Sponsors.

7. PHP Outcome Measures

To measure the effectiveness of PHP services, Project Sponsors record household status outcomes on **Form P: Service Outcome Assessment and Program Disenrollment Worksheet**. Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes, household sources of income, and household sources of medical insurance or assistance. Outcome categories include:

Household Status	Outcome
Other HOPWA housing assistance Other non-HOPWA housing assistance Private housing without housing assistance	<i>Stable/Permanent Housing</i>

Housing Case Management (HCM) Services

1. Purpose

Per 24 CFR §574.300, Supportive Services include health, mental health, assessment, substance use treatment and counseling, day care, personal assistance, nutritional services, intensive care if required, and assistance in gaining access to local, State, and Federal government benefits and services, except that Project Sponsors may only provide health services to persons living with HIV and not to other household members. Project Sponsors may provide Supportive Services with HOPWA housing assistance services (TBRA, STRMU, FBHA, and PHP) or as a standalone service. The DSHS HOPWA Program currently limits the use of Supportive Services to Housing Case Management (HCM).

As described in 24 CFR §574.500(b), Project Sponsors must conduct ongoing assessments of the housing assistance and supportive services required by participant households and make adequate supportive services available to them. At their discretion, Project Sponsors may provide HOPWA-funded or leveraged supportive services and connect participant households with other supportive services available in the community.

Per HUD's [HOPWA Rental Assistance Guidebook](#) (pages 36 – 37), HCM plays a vital role in HOPWA Supportive Services. Effective implementation of HCM can contribute to successful program outcomes for housing stability and access to care. "Housing case management" primarily concerns housing issues, including housing options, stability, and goals. The core functions of HCM include engagement, assessment, goal-setting, service coordination, and discharge planning. All Project Sponsors should make HCM available to households and encourage them to use this service. The intensity or level of HCM provided to a household will depend on the household's assessed level of need.

2. Eligible Costs

Generally, HCM costs include personnel, travel, equipment, and supplies. Costs must be necessary, reasonable, allowable, documented, and allocable to HCM. HCM service delivery activities may include:

- A. Assessing housing status, primary housing barriers, and other needs
- B. Collecting program eligibility documentation and qualifying households for services
- C. Performing initial eligibility certifications and annual and interim eligibility recertifications

- D. Referring ineligible households to other supportive services
- E. Completing the File Structure Checklist and Forms A, B, C, D, E, F, M, N, O, and P
- F. Completing and distributing applicable VAWA materials
- G. Traveling to meet with households
- H. Communicating with owners and mortgage and utility companies about program requirements
- I. Assessing an eligible individual's need for medical care
- J. Coordinating referrals and services for housing, medical care, and other mainstream benefits
- K. Budgeting with households and assessing options to increase income/decrease expenses
- L. Developing, implementing, and maintaining individualized housing plans with regular updates
- M. Evaluating and reevaluating progress made toward housing plan goals and tasks
- N. Case-conferencing
- O. Documenting housing assistance and supportive service outcomes
- P. Recordkeeping, logging time and effort, and maintaining case notes
- Q. Translating documents and interpreting speech

Project Sponsors may leverage housing case management costs using an alternate funding source (e.g., Ryan White Housing Services) and should provide housing case management services per the DSHS Ryan White Part B Case Management Standards from the [HIV Core and Support Service Categories](#).

3. **Ineligible Costs**

While not an exhaustive list, HCM cannot pay for costs eligible under TBRA, STRMU, FBHA, or PHP. HCM cannot pay for general psychosocial or medical case management activities.

4. **Housing Status**

HCM serves 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 complete [Form M: Budget Worksheet](#) and [Form N: Housing Plan](#) with each participant household. 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 healthcare 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 in locating other housing assistance. Individualized housing plans should note the responsible parties for specific tasks or interventions based on the household's needs. The goals within these plans should include the following components:

- A clear statement of each goal the household intends to achieve
- Action steps designed to achieve each goal
- A specified timeframe for completing each action step
- Assignment of action steps to the household or the housing case manager
- Status updates for each action step

NOTE: Project Sponsors may use their preferred budget and housing plan form instead of Forms M and N, respectively. Alternate 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 ongoing 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.

A household's housing plan should have goals, prioritized tasks, target dates, and clear intent. Plans evolve with changing circumstances, and households may need to update or revise their plans to reflect current goals and tasks. Project Sponsors should only provide housing assistance to households that adhere to their plans. Housing

case managers follow up with clients to monitor their progress and needs. If a household does not adhere to their housing plan or DSHS HOPWA Program rules, or if a Project Sponsor has reason to believe the household has committed fraud or inappropriately used program services, the Project Sponsor may terminate the household from the program per their termination policies and procedures (see Section 16. Termination).

Households and Project Sponsors should base budgets on actual income and expenditures so they can better understand household spending patterns. For example, a budget might assess the last 30 days of income and expenditures to understand recent spending and determine current available financial resources. With the budget, the plan could address money management issues (particularly if housing instability relates to poor money management practices, such as using credit cards or cash for non-essential items or entertainment activities). Households can also use Form M to plan and prioritize future expenditures to promote financial stability.

6. HCM Outcome Measures

HCM services do not currently have outcome measures.

Housing Information Services (HIS)

1. Purpose

Per 24 CFR §574.300, Housing Information Services (HIS) 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 based on race, color, religion, sex (including gender identity and sexual orientation), age, national origin, familial status, or disability. Housing counseling, as defined in 24 CFR §5.100, funded by HOPWA or provided in connection with HOPWA services, must adhere to 24 CFR §5.111. A certified housing counseling agency should perform the counseling, and the content and process of the counseling must meet the standards outlined in 24 CFR §214.

NOTE: Counseling, information, and referral activities 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. Therefore, such activities do not need to comply with 24 CFR §5.111.

2. Eligible Costs

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be necessary, reasonable, allowable, documented, and allocable to HIS. HIS service delivery activities may include:

- 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, or criminal history to owners
 - iii. Budgets and financial management
 - iv. Leases and contracts
 - v. Fair housing and reasonable accommodations
 - vi. Safety and sanitation
 - vii. Other topics with advance written approval from the AA
- K. Other activities with advance written approval from DSHS
- L. Recordkeeping and logging time and effort
- M. Translating documents and interpreting speech

3. **Ineligible Costs**

While not an exhaustive list, cannot pay for the following costs: General psychosocial, medical, or housing case management activities; 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 HIS may resemble those under HCM and PHP, HIS provides brief services with a limited scope and little to no follow-up on household goals and tasks. Project Sponsors planning to provide HIS should collaborate with their AA to develop policies and procedures that differentiate the functions of HIS, HCM, 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 HIS:

A. Exceptions to Program Eligibility Criteria

Per 24 CFR §574.3, PLWH and their households may receive HIS regardless of whether their annual 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 live with HIV.

B. Exceptions to Eligibility Confirmation and Documentation Requirements

Project Sponsors do not need to obtain proof of income and residency for all household members aged 18 or older to deliver HIS 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 to prove HIV seropositivity depends on whether the activity provides generalized or individualized services.

- i. *Proof of HIV Seropositivity for Generalized HIS.* 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 lives with HIV or 2) the declarant's household includes a PLWH. Self-declarations do not require names or signatures, ensuring minimal barriers to accessing generalized services.
- ii. *Proof of HIV Seropositivity for Individualized HIS.* 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 do not need to obtain proof of household income or residency for HIS, they 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 uniformly, consistently, and non-discriminatorily.

C. Exceptions to Program Form Protocols

Project Sponsors do not need to use DSHS HOPWA Program Forms to deliver HIS to PLWH and their households. Instead, Project Sponsors must develop policies, procedures, program forms, and tools unique to their HIS 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 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 to release and/or obtain confidential information as necessary, and 4) notes the purpose and content of the service transaction.

Additionally, Project Sponsors providing generalized housing information and referral services must establish a low-barrier protocol for self-declaration of HIV seropositivity. This ensures that Project

Sponsors may deliver generalized HIS to eligible households without necessarily obtaining confirmatory proof of HIV seropositivity, thereby minimizing barriers to accessing generalized services. Project Sponsors may obtain a verbal or written self-declaration of HIV seropositivity, completed by a PLWH or any other member of a household that includes a PLWH. Self-declarations do not require names or signatures.

5. Additional DSHS Requirements

Project Sponsors planning to provide HIS must collaborate with their 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 generalized or individualized 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; affirmative outreach and marketing; recordkeeping; the budget and anticipated costs; and so on. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the proposal. If an AA evaluates and approves a proposal, they must include the proposed activities in the Project Sponsor's contractual statement of work. 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

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be reasonable, allowable, documented, and allocable to Resource Identification. Resource Identification pays for costs related to housing resource development, housing research and needs assessment, housing systems coordination, and HUD-approved HOPWA-related training. DSHS, AAs (in lieu of or in conjunction with DSHS), and Project Sponsors may undertake Resource Identification activities. An AA will not receive separate or additional funding for Resource Identification. If an AA allocates funds for AA Resource Identification costs, it must inversely decrease its total allocation to its Project Sponsors.

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 requesting an increased percentage rate must collaborate with their AA to identify and incorporate an appropriate rate into their comprehensive project proposal. AAs may authorize increased percentage rates on a case-by-case basis, if justified and with advance written approval from DSHS. AA Resource Identification costs do not currently have a cap.

3. Ineligible Costs

While Resource Identification provides a broad and flexible range of activities, these activities must focus on establishing, coordinating, and developing housing assistance resources for eligible households. They do not place or steer individual households into available housing, which aligns more with HIS or PHP. As such, Resource Identification activities do not provide direct services or units of service.

4. Resource Identification Activities

The following represents a non-exhaustive list of potential Resource Identification activities and 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 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 analyzing local HIV housing-related quantitative and qualitative 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 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. Offering reasonable stipends or other incentives to PLWH who participate in research/assessments
- xii. Other activities with advance written approval from DSHS

C. Housing Systems Coordination

- i. Creating and leading collaborative efforts (e.g., housing and healthcare)
- ii. Coordinating housing assistance and supportive services efforts across providers
- iii. Implementing system and service enhancements to improve health outcomes
- iv. Aligning housing systems with national initiatives
- v. Interfacing with Public Housing Agencies
- vi. Informing policymakers about program development
- vii. Building and 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 planning to undertake Resource Identification activities must collaborate with their AA to develop a comprehensive project proposal with clear work products and deliverables. The project proposal must maintain a housing focus. It should include a statement explaining the project's necessity, a work plan and timeline with specific project activities, an implementation strategy or methodology, a budget with anticipated project costs, and a statement on the project's intended impact for PLWH. AAs will consider project proposals, with DSHS oversight, on a case-by-case basis. Their AA must consult with DSHS, and DSHS must consult with HUD before DSHS approves the proposal. If an AA evaluates and approves a project proposal, they must include the proposed activities in the Project Sponsor's contractual statement of work. Additionally, AAs must develop a mechanism for evaluating the project's impact, whether the project met its intended objectives, and all resultant work products and deliverables.

Grantee and Project Sponsor Administration

1. Purpose

Administrative costs include general costs for managing, planning, overseeing, coordinating, evaluating, and reporting eligible HOPWA activities.

2. Eligible Costs

Generally, eligible costs include personnel, travel, equipment, supplies, and contracts for goods and services. Costs must be reasonable, allowable, documented, and allocable to Administration. For example, administrative

costs may include legal, accounting, and audit services; insurance; rent, utilities, and maintenance; and so on. Statute limits grantee administrative costs to 3 percent of the total grant award, expended over the life of the grant. DSHS administers the State of Texas Nonentitlement HOPWA formula grant. As the grantee, DSHS may use not more than three percent of each annual grant amount for its administrative costs relating to administering grant amounts and allocating such amounts to Project Sponsors. DSHS shares grantee administrative costs with AAs. Statute limits Project Sponsor administrative costs to seven percent of the portion of the grant amount they receive. Examples of administrative activities include, but are not limited to:

- i. Facilitating staff meetings and employee evaluations
- ii. Compiling, preparing, and evaluating data
- iii. Completing programmatic and fiscal reports
- iv. Compiling expenditures and requesting reimbursements
- v. Keeping adequate programmatic and fiscal records
- vi. Preparing, performing, and documenting programmatic and fiscal monitoring
- vii. Initiating, implementing, and completing corrective actions
- viii. Recruiting and onboarding staff to undertake and manage HOPWA activities
- ix. Addressing the concerns and grievances of applicant and participant households
- x. Procuring goods and services
- xi. Preparing budget justifications and allocating or reallocating funds
- xii. Setting or adjusting objectives, goals, and targets
- xiii. Reviewing service delivery systems and utilization to identify trends and gaps
- xiv. Providing training and technical assistance
- xv. Developing or revising policies and procedures
- xvi. Consulting with agencies to resolve issues, identify training needs, and enhance program effectiveness

3. Ineligible Costs

Do not allocate personnel costs under Administration when they belong under another program activity. Some activities may seem administrative, but they are programmatic. For example, direct activity delivery costs, such as personnel costs for time spent undertaking, coordinating, and managing rental assistance activities (e.g., determining household eligibility, completing an HQS inspection, performing a rental assistance calculation, issuing payments to owners, and so on) would fall under TBRA or TSH. Similarly, personnel costs for time spent supervising staff who deliver services (e.g., case-conferencing) would also fall under the appropriate programmatic activity.

Staff time may split between programmatic and administrative activities depending on their tasks. For example, supervisory participation in case conferences with staff to discuss complex client cases would fall under HCM. However, supervisory activities such as staff meetings and employee evaluations facilitate management and oversight of the program and would fall under Administration. Similarly, staff time spent issuing a short-term utility payment to a utility vendor would fall under STRMU as a direct activity delivery cost, whereas time spent issuing payments for general office expenditures would fall under Administration. Staff must carefully track their time and sufficiently record their activities to document them as allowable programmatic or administrative costs. Do not bill costs associated with delivering housing assistance, supportive services, or housing information services entirely to HCM or Administration if the cost directly relates to another budget line item.

Do not allocate all indirect costs to Administration when they belong under separate program activities. Following their indirect allocation method, AAs and Project Sponsors allocate indirect costs under each activity to avoid unnecessarily allocating and billing non-administrative indirect costs to Administration.

4. Allocation of AA Administrative Costs

The sum of DSHS and AA administrative costs cannot exceed three percent of each annual grant amount. After DSHS calculates the three percent grantee administrative cap and the amount needed for DSHS direct and indirect administrative costs, DSHS will allocate the remaining funds to HSDAs via a formula and calculate a maximum amount that each AA may allocate for administrative costs. AAs must ensure that direct and indirect grantee administrative costs do not exceed the caps established for each AA by DSHS during procurement in

Table A: “Allocations by HIV Service Delivery Area.” Of the total allocation for each AA in Table A, the AA may use not more than the amount specified under “AA Admin Cost Cap” for its administrative costs. No AA administrative cost cap shall equal less than \$10,000. Therefore, if these calculations would result in any AAs receiving less than \$10,000, the amounts allocated to these AAs will increase to \$10,000, and the allocations to AAs receiving \$10,000 or more will proportionately decrease by the cumulative amount of the increase. An AA will not receive separate or additional funding for Grantee Administration. If an AA allocates funds for its administrative costs, it must inversely decrease its total allocation to its Project Sponsors.

NOTE: Instead of using Table A, DSHS may notify an AA of their administrative cost cap via email.

NOTE: AAs may also leverage State Administration funds for AA HOPWA administrative costs.

Section 15. Other Supporting Documentation

Project Sponsors must document what they pay for and who they pay, and maintain a record of all payments in the household’s record. To accomplish this, Project Sponsors collect current copies of leases, mortgages, utility bills, and ledgers for which they provided housing assistance. These documents must predate service dates and correspond with related service forms and check request vouchers. Project Sponsors obtain new leases as old ones expire. For example, the household’s record must include check request vouchers, and the requested amounts must correspond with the amounts on TBRA, STRMU, STSH, TSH, and PHP forms.

If a household requests VAWA protections from a Project Sponsor and the Project Sponsor requests documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household’s record. 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 (*collect current documentation predating service dates*)

Owner IRS Form W-9(s)

VAWA written request for documentation, documentation, Emergency Transfer Form (*if applicable*)

Section 16. Termination

Project Sponsors complete [Form P: Service Outcome Assessment and Program Disenrollment Worksheet](#) if the household will disenroll from the program or continue to the next annual eligibility period. Potential reasons for disenrollment 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 face termination from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, and so on). Project Sponsors provide supportive services to prevent termination and reserve termination for only the most severe cases. Project Sponsors must collaborate with their AA to develop a local termination policy. Project Sponsors must document that they offered and provided supportive services in the household’s record.

In terminating assistance to any household for a violation of program 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 has an opportunity to confront opposing witnesses, present written objections, and have their counsel represent them before a person other than the person (or a subordinate of that person) who made or approved the termination decision.
- Providing prompt written notification of the final decision to the household.

Section 17. Reasonable Absences from Assisted Housing

Per 24 CFR §982.312, participant households may take absences from their units for brief periods. Absence means that no member of the household resides in the unit. Examples of absences include vacationing, hospitalization, incarceration, enrollment in substance use treatment, entry to hospice/long-term healthcare, and so on. For longer absences, Project Sponsors should establish a policy on how long households may remain absent from their assisted unit. HUD has provided a [sample “HOPWA Absence from Unit Policy”](#) that Project Sponsors may adapt to meet local needs. For example, the policy could describe how a Project Sponsor determines whether or when a household has taken an absence and for how long. The policy could also address resumption of assistance after an absence, including re-enrollment in the program. However, households cannot remain absent from their unit for more than 180 consecutive calendar days in any circumstance or for any reason. At their discretion, Project Sponsors may allow an absence for a lesser period following their policy. If a participant household’s absence exceeds the period permitted, the Project Sponsor may consider terminating the household from the program per their termination policies and procedures (see Section 16. Termination).

Households must promptly notify Project Sponsors of absences from their unit and provide any information requested on the purposes of household absences. Households must supply any information or certification requested by Project Sponsors 1) to verify that the household resides in the unit or 2) relating to the household’s absence from the unit. Households must cooperate with Project Sponsors for this purpose. Project Sponsors may adopt appropriate techniques to verify household occupancy or absence, including letters to households at the unit, phone calls, and visits or questions to owners.

Section 18. 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 long-term/hospice 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 survivors and remaining household members of the duration of the grace period.
- Provide housing assistance and supportive services to survivors and remaining household members.
- Offer survivors and remaining household members information on other available housing programs.
- At the Project Sponsor’s discretion, provide PHP services to assist with moving expenses.

Project Sponsors must collaborate with their 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 entering incarceration, substance use treatment, or long-term/hospice care (i.e., did not die or were not removed from the lease via lease bifurcation), but expected to return to the unit, see Section 17. Reasonable Absences from Assisted Housing.

1. TBRA or TSH Services

Households receiving TBRA or TSH services qualify for a minimum grace period of one month of assistance from the end of the month in which the eligible individual died or entered incarceration, substance use treatment, long-term care, or hospice 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 survivors 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 or STSH Services**

Households receiving STRMU or STSH services qualify for a minimum grace period of one month of assistance from the end of the month in which the eligible individual died or entered incarceration, substance use treatment, long-term care, or hospice care. The maximum grace period cannot exceed the 21-week limit for STRMU services or the 60-night limit for STSH services.

3. **Supportive Services**

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

4. **Roommates and Other Households**

In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit, Project Sponsors may only extend grace periods to surviving or remaining participant household members ("Additional Beneficiaries"). Project Sponsors cannot extend grace periods to other households (roommates).

Section 19. Program Reporting and Reviewing Requirements

1. **Semi-Annual and Annual Program Progress Reports and Exhibit A**

AAs and Project Sponsors (through their AAs) must submit [semi-annual and annual Program Progress Reports](#) (PPRs) to DSHS by the due dates in the table below. Additionally, AAs must submit Exhibit A to report semi-annual and annual expenditures for their Project Sponsors. AAs email reports to HIVSTDReport.Tech@dshs.texas.gov and the DSHS HOPWA Coordinator. DSHS uses these reports to produce the Consolidated Annual Performance and Evaluation Report (CAPER), which it submits to HUD by November 30 each year. The CAPER-reporting period begins on September 1 and ends on August 31 of the next calendar year.

Semi-Annual and Annual Program Progress Reports and Exhibit A			Due to DSHS
Period 1 (P1)	Semi-Annual	Covers 09/01/25 – 02/28/26	03/31/26
Period 2 (P2)	Annual	Covers 09/01/25 – 08/31/26 (Cumulative)	10/15/26

2. **Exhibit B**

AAs must submit Exhibit B to DSHS with each voucher for reimbursement. AAs email Exhibit B to Invoices@dshs.texas.gov, CMSInvoices@dshs.texas.gov, HIVVSF@dshs.texas.gov, and the DSHS HOPWA Coordinator. DSHS uses Exhibit B data to track and review program expenditures by AA, Project Sponsor, and activity category. DSHS also uses Exhibit B data to report expenditures in HUD's Integrated Disbursement and Information System (IDIS) database. Bill direct activity delivery costs (e.g., personnel, fringe, travel, and so on) to the associated activity category budget line item. Do not bill costs associated with delivering housing assistance, supportive services, housing information services, or resource identification entirely to HCM or Administration if the cost directly relates to another budget line item.

3. **Financial Status Reports**

AAs must submit Financial Status Reports (FSRs) to DSHS semi-annually. They email FSRs to FSRGrants@dshs.texas.gov and the DSHS HOPWA Coordinator.

Financial Status Reports		Due to DSHS
FSR 1	Covers 09/01/25 – 02/28/26	03/31/26
FSR 2	Covers 03/01/25 – 08/31/26	10/15/26

4. **Reallocation Requests**

AAs must submit a HOPWA reallocation request for every proposed activity reallocation and receive written approval from DSHS for all requests. AAs email reallocation requests to the DSHS HOPWA Coordinator. AAs submit all reallocation requests no later than 30 calendar days before the last day of the contract period, or with prior program approval, no later than 30 days after the expiration of a contract.

NOTE: Before DSHS may process a reallocation request, the current allocations and goals in the AA's reallocation request must match those recorded by DSHS.

5. Categorical Budget Revisions

With prior written notification to, and approval from, an AA's assigned Contract Management Section (CMS) Contract Manager, an AA may transfer money between budget categories, other than the equipment and indirect cost categories, not to exceed 10 percent of the total contract value during a contract budget period. If the budget transfer exceeds 10 percent of the total contract value, alone or cumulatively, the change requires a formal contract amendment. DSHS must amend an AA's contract when a proposed categorical budget revision would result in 1) a cumulative change of 10 percent or more in any budget category during the contract period or 2) a change of any amount in the equipment or indirect costs budget categories during the contract period.

AAs must contact their assigned Contract Manager and the DSHS HOPWA Coordinator to request a categorical budget change. The Contract Manager will provide the AA a Request for Budget Change Form. This form documents the proposed changes in the AA's categorical budget and whether the change requires a contract amendment. Additionally, the AA must provide a revised Categorical Budget Form to the Contract Manager and DSHS HOPWA Coordinator, highlighting the areas affected by the budget transfer. After review, the Contract Manager will provide notification of acceptance to the AA via email, and CMS will incorporate the revised budget into their contract. AAs must submit all categorical budget change requests no later than 30 calendar days before the last day of the contract period, or with prior program approval, no later than 30 days after the expiration of a contract.

6. Project Sponsor Data Sheets

DSHS uses Project Sponsor Data Sheets (Appendix E) to collect required Project Sponsor information for IDIS. AAs submit Project Sponsor Data Sheets to DSHS no later than the first day of each program year and update them at least annually. AAs email Data Sheets for each Project Sponsor to HIVSTDReport.tech@dshs.texas.gov and the DSHS HOPWA Coordinator.

7. Program Monitoring

A. Policies and Procedures

Contract monitoring systematically reviews a contractor's records, business processes, deliverables, and activities to ensure compliance with the contract's terms and conditions. In addition to following the contract monitoring policy and procedures outlined in the [Texas Health and Human Services Contract Management Handbook](#), DSHS also follows the [DSHS HIV/STD Contract Monitoring Policies and Procedures](#). These policies and procedures provide instructions for completing [risk assessments](#), and scheduling, conducting, and documenting remote and on-site monitoring events.

B. Programmatic Monitoring Tool

DSHS and AA reviewers use the standardized [DSHS HOPWA Program Monitoring Tool](#) to review AA and Project Sponsor policies and procedures and other programmatic management and oversight items. Reviewers also use this tool to monitor household records for completeness and accuracy.

C. Sample Size Guidelines for Monitoring Client Records

- i. *Review Period.* The reviewer will pull a sample from the program year that precedes the current program year (09/01 to 08/31). For example, if the current program year is HOPWA 2025 (09/01/25 to 08/31/26), the reviewer would pull a sample from HOPWA 2024 (09/01/24 to 08/31/25).
- ii. *Review Items.* The reviewer will examine all components in each household record rather than components specific to a given service category. For example, if a household received TBRA, STRMU, and HCM, the reviewer would examine the basic program eligibility criteria and all the elements for each service category.
- iii. *Randomization.* The reviewer should incorporate a method for randomizing the sample into their monitoring policies and procedures.

- iv. *Denominator.* The population will consist of all unduplicated households that received HOPWA services during the review period. The reviewer will use the client-level data system to identify and list all unduplicated households. To generate a household count, the reviewer will select household members designated as eligible individuals who received a HOPWA service during the review period. The reviewer will exclude household members designated as additional beneficiaries from the denominator.
- v. *Numerator.* The Project Sponsor's unduplicated household count for a given review period will determine the sample size. The following table outlines the guidelines for determining the minimum sample size.

Unduplicated HOPWA Households				Random Sample Guidelines
1	-	25	=	All Records
26	-	50	=	25 Records
51	-	100	=	30 Records
101	-	+	=	40 Records

D. Monitoring Schedule

The following programmatic monitoring cycle alternates between AAs and Project Sponsors. This approach provides AAs and Project Sponsors time to implement corrective action plans and quality improvement projects. AAs must conduct fiscal monitoring of Project Sponsors annually.

Planning Area	AA	HSDAs	Number of Project Sponsors	AA Monitoring	Project Sponsor Monitoring
Northeast	Dallas	2	2	Even Years	Odd Years
Northwest	Tarrant	1	2		
South	STDC	4	4		
South Central	UHS	1	1		
Central	BVCOG	12	13	Odd Years	Even Years
East	TRG	6	7		

E. 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 the DSHS HOPWA Coordinator 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 housing assistance and supportive services.

F. 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](#). The HOPWA Coordinator reviews AA program activities for the HIV Care Services Group. Reviews involve periodic remote and on-site monitoring events with AAs and Project Sponsors. If the HOPWA Coordinator monitors a Project Sponsor's 1) policies and procedures and other programmatic management and oversight items, or 2) household records during an annual monitoring cycle, then their AA does not need to monitor those same items during that review cycle.

Section 20. HUD Datasets

1. Area Median Income

To meet income eligibility for the DSHS HOPWA Program, household annual income cannot exceed 80 percent of Area Median Income per the household's county of residence. Collect current and complete income documentation covering the 30 days before the eligibility certification or recertification date for all household members aged 18 or older. Project Sponsors annualize household income from all sources anticipated during the 12-month period following the determination date (payment data multiplied by the number of payment periods per year for all sources). The **Determining Household Annual Income Guide** outlines acceptable forms of documentation, whose income counts, inclusions and exclusions, and calculation guidance.

2. Fair Market Rent and Small Area Fair Market Rent

The gross rent of TBRA- or TSH-assisted units cannot exceed the rent standard. The DSHS HOPWA Program uses a HUD-approved community-wide exception rent based on documented local housing costs and the housing needs of low-income PLWH in Texas. Project Sponsors use 1) 130 percent of the Small Area Fair Market Rent (SAFMR) where available, or 2) 130 percent of the FMR where not. FMRs and SAFMRs provide estimates of 40th percentile gross rents for standard quality units, adjusted for each unit size, within a designated area. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services. HUD's Office of Policy Development and Research (PD&R) calculates FMRs for counties and SAFMRs for zip codes within metropolitan areas. PD&R publishes FMRs and SAFMRs annually in October. DSHS reviews its rent standards annually to ensure they correspond with PD&R's current FMRs and SAFMRs. As part of its annual review, DSHS 1) increases each FMR and SAFMR in Texas by 30 percent to establish the rent standards, 2) updates and publishes these rent standards within 90 days of the annual review, and 3) provides an effective date by which Project Sponsors must adopt these rent standards.

Section 21. Program Technical Assistance and Training

Project Sponsors with program questions or technical assistance needs may contact their AAs. AAs may contact DSHS.

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DSHS HOPWA Website

<https://www.dshs.texas.gov/hivstd/hopwa/>

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. DSHS makes these trainings 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

In addition to the required and recommended HOPWA trainings outlined above, AAs and Project Sponsors should review the other HOPWA trainings, guides, tools, webinars, and other materials outlined below.

- A. [HOPWA Grantee Oversight Resource Guide](#)
- B. [HOPWA Institute](#)
- C. [HOPWA Factsheets](#)
- D. [HOPWA Community Planning and Development Notices](#)
- E. [HOPWA Rental Assistance Guidebook](#)
- F. [HOPWA Income and Rent Calculation Curriculum](#)
- G. [HOPWA Short-Term Rent, Mortgage, and Utility Assistance](#)
- H. [HOPWA Best Practices Training Series](#)
- I. [HOPWA Financial Management Online Training Course](#)
- J. [HOPWA Financial Management Training Manual](#)
- K. [HOPWA Guide for Conducting Voluntary Consumer Satisfaction Surveys](#)
- L. [HOPWA Guides, Tools, and Webinars](#)
- M. [HOPWA Consolidated Annual Performance and Evaluation Report \(CAPER\) Training Modules](#)
- N. [HOPWA Confidentiality User Guide](#)
- O. [HOPWA 20 Housing Innovations in HIV Care](#)
- P. [HOPWA Integrated Disbursement and Information System Guides, Tools, and Webinars](#)
- Q. [HUD Community Planning and Development Monitoring Handbook](#)
- R. [HUD Integrity Bulletins from the Offices of Community Planning and Development & Inspector General](#)
- S. [HUD NSPIRE Online Inspector Training](#)
- T. [HUD Lead Safe Housing Toolkit](#)
- U. [HUD Lead Safe Housing Training for TBRA](#)
- V. [HUD Lead Safe Housing Training for PBRA](#)
- W. [HUD Lead Safe Housing Training for Rehabilitation, Acquisition, Leasing, Support Services, or Operation](#)
- X. [HUD Evaluating Lead-Based Paint in HUD-Assisted Housing Videos](#)
- Y. [HUD HOPWA YouTube Playlist](#)
- Z. [DSHS HOPWA Webinars](#)

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
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- 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 Project Sponsors may refer to HOME Investment Partnership Program (HOME) guidelines when using HOPWA funds for manufactured home rental and mortgage payments.

Project Sponsors may provide TBRA and STRMU services to households that live in mobile homes, trailers, and motor homes, in some situations. A rent, mortgage, or utility payment must serve as the basis for the assistance. Additionally, PHP can help households access, secure, and establish a permanent residence in a mobile home, which they will maintain either on their own or with ongoing rental assistance. TBRA, STRMU, and PHP can also assist with space rental costs. HUD permits such payments following guidance established for the HOME Affordable Housing program in [HUD CPD Notice 03-05](#). This notice classifies 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 as personal property, making them unqualified for housing assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate). Such units must also have connections to permanent utilities and meet local guidelines for mobile home housing. Households residing in attached real property mobile homes that connect to utilities and meet local guidelines qualify for housing assistance. Project Sponsors may assist with mobile home park space rental costs if included in the unit rent.

HUD CPD Notice 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 for use 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 rehabilitated with HOME funds) to have connections to permanent utility hookups. The HOME regulations also require the manufactured home to stand on land owned by the manufactured homeowner or for which the manufactured homeowner 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 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 set on a permanent foundation, the program treats the manufactured home as real property. The title to the real property evidences ownership. 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 Toolkit](#). Lead Safe Housing Rule Amendment Trainings for [TBRA](#); [PBRA](#); and [Acquisition, Leasing, Support Services, and Operations](#))

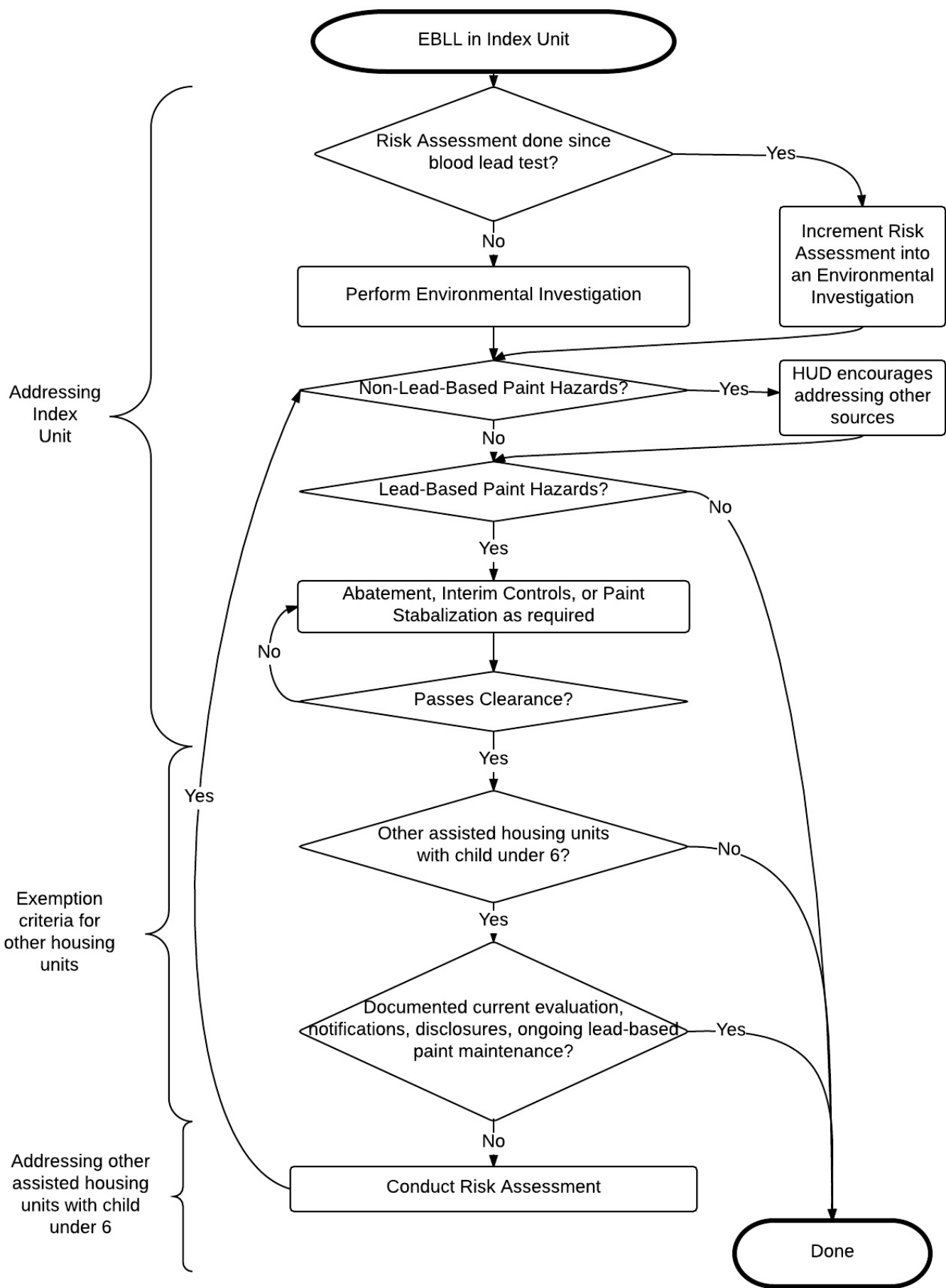
TBRA Lead Safe Housing Protocols	Applicability	24 CFR §35, Subparts A, B, M, and R apply to TBRA-assisted units in which a child under the age of six is expected to reside and the common areas and exterior painted surfaces of these units.
	Disclosure	If the structure was built or most recently rehabilitated prior to 1978, then the owner must provide a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease renews with changed terms, or when their lease renews after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See 24 CFR §35.82 for a list of transactions exempt from disclosure rules.
	Exemptions	See 24 CFR §35.115 for a list of property exemptions.
	Lead hazard approach	Identify and stabilize deteriorated paint .
	Identification method	Visual assessment
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a “Renovate Right” pamphlet to households.
	Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	Clearance must occur following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis 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, ongoing maintenance 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	Paint testing . 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 Elevated Blood Lead Level (EBLL), notify the local HUD field office , HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH) , and public health department of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-		✓
	Conduct an environmental investigation (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 risk assessment (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 completes	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 must provide a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease renews with changed terms, or when their lease renews after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. See 24 CFR §35.82 for a list of transactions exempt from disclosure rules.	
	Exemptions	See 24 CFR §35.115 for a list of property exemptions.	
	Lead hazard approach	Identify and stabilize deteriorated paint .	Risk assessment and interim controls in accordance with Part H .
	Identification method	Visual assessment	Risk assessment and notification to residents describing results.
	Pre-renovation education	Before starting work, the entity performing any renovations must provide a “Renovate Right” pamphlet to households.	
	Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.	Interim controls using safe work practices and occupant protection performed with proper training or supervision.
	Clearance and notification	Clearance must occur following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis 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, ongoing maintenance 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.	
PBRA Lead Safe Housing Protocols	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	Paint testing . 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 Elevated Blood Lead Level (EBLL), notify the local HUD field office , HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH) , and public health department of the EBLL case	Within 5 business days of verifying the EBLL	✓	
	If necessary, verify the EBLL case with the medical provider	-	✓	
	Conduct an environmental investigation (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 risk assessment (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 completes	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)	✓	✓

Applicability	24 CFR §35, Subparts A, B, K, and R apply to STRMU-assisted units in which a child under the age of six is expected to reside and the common areas and exterior painted surfaces of these units.
Disclosure	If the structure was built or most recently rehabilitated prior to 1978 and the household will lease or sublease the housing from an owner, then the owner must provide a “Protect Your Family from Lead in Your Home” pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form (English Spanish), and available records and reports to households at initial occupancy, when their lease renews with changed terms, or when their lease renews after new information on lead-based paint (LBP) or lead-based paint hazards becomes available. If the structure was built or most recently rehabilitated prior to 1978 and the household is the resident owner of the housing, then the Project Sponsor is responsible for providing a “Protect Your Family from Lead in Your Home” pamphlet to the household. See 24 CFR §35.82 for a list of transactions exempt from disclosure rules.
Exemptions	See 24 CFR §35.115 for a list of property exemptions.
Lead hazard approach	Identify and stabilize deteriorated paint .
Identification method	Visual assessment
Pre-renovation education	Before starting work, the entity performing any renovations must provide a “Renovate Right” pamphlet to households.
Lead hazard reduction	Paint stabilization using safe work practices and occupant protection performed with proper training or supervision.
Clearance and notification	Clearance must occur following abatement , interim controls , and paint stabilization (unless the area controlled or stabilized is less than the de minimis 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 the program has an ongoing relationship with the property and LBP is still present, ongoing maintenance 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	Paint testing . Use safe work practices only on LBP surfaces.



Appendix C: Permanent Housing Placement Accounting Guidelines

PHP may pay security and utility deposits following the policies and principles of the [Texas Grant Management Standards](#). Project Sponsors will maintain adequate records and supporting documentation for all deposits.

- Keep a record of individual deposits in a subsidiary ledger that posts to the general ledger.
- Reconcile the subsidiary ledger monthly to the general ledger control account.
- Reflect outlays for security deposits as assets until returned to the program.
- Treat any funds returned to the program as applicable credits towards program expenses in the year recovered.
- Report deposit refunds (credits) on the Program Income line of Form 269a, Financial Status Report.
- Address questions about accounting for security and utility deposits to the DSHS HOPWA Coordinator.

Accounting Entries for Security and Utility Deposit Payments and Refunds

Security/Utility Deposit Payment Entries

- A. Recording the payment
 1. Debit: Security/Utility Deposits Expense (payee name and client ID)
 2. Credit: Cash
- B. Recording the receivable for security/utility deposits
 1. Debit (Asset): Refundable Security/Utility Deposits (payee name and client ID)
 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 (for the amount of the full refund)
 2. Credit (Expense): Security/Utility Deposits Expense (payee name and client ID)
- 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 (payee name and client ID)
- C. Recording the full refund of a security/utility deposit after the grant period/term
 1. Debit (Asset): Cash (for the amount of the full refund)
 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 (payee name and client ID)

Security/Utility Deposit Refund Entries: Partially Recovered

- A. Recording the partial refund of a security/utility deposit during the grant period/term
 1. Debit (Asset): Cash (for the amount of the partial refund)
 2. Credit (Expense): Security/Utility Deposits Expense (payee name and client ID) (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 (payee name and client ID) (for the full amount of the original deposit)
- C. Recording the partial refund of a security/utility deposit after the grant period/term
 1. Debit (Asset): Cash (for the amount of the partial refund)
 2. Credit (Income): 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) (for the full amount of the original deposit)
 2. Credit (Asset): Refundable Security/Utility Deposits (payee name and client ID) (for the full amount of the original deposit)

Security/Utility Deposit Refund Entries: Not Recovered

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

Appendix D: Project Sponsor Permanent Housing Placement Application Form

Instructions

Project Sponsors planning to provide Permanent Housing Placement (PHP) services must complete this form, provide a justification for providing PHP, and submit it to their AA. Their AA will submit the application to hivstdreport.tech@dshs.texas.gov and the DSHS HOPWA Coordinator. AAs and Project Sponsors must obtain accounting technical assistance from the DSHS Fiscal Support and Oversight (FSO) Unit, follow the DSHS Accounting Guidelines for documenting PHP services, and submit revised Project Sponsor Data Sheets to DSHS 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:				
For DSHS Use Only				
Date	Recipient's name and signature	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			Revised Project Sponsor Data Sheet	
Received by FMU				
		DSHS Comments:		
Approved by FMU				
Final DSHS Approval				

Appendix E: HOPWA Project Sponsor Data Sheet

09/01– 08/31

The Administrative Agency will electronically submit one data sheet for each Project Sponsor in each HIV Service Delivery Area to the HOPWA Coordinator before the program year begins. Form A affirms that all information herein is accurate.

Administrative Agency	
Project Sponsor Name	
Project Sponsor Parent Company Name	
Selection Process for Project Sponsor	Choose a selection process. If other:
Is System for Award Management (SAM) registration active?	Yes or No
Unique Entity Identification (UEI) Number	
Employer ID Number (EIN) or Tax ID Number (TIN)	
North American Industry Classification System (NAICS) Code	
HIV Service Delivery Area (HSDA)	Choose an HSDA.
Physical Address	
Mailing Address	
Main Phone Number	
Main Fax Number	
Website	
Facebook Page	
Twitter Handle	
What department administers the HOPWA grant?	
Is this a nonprofit organization?	Yes or No
Is this a faith-based organization?	Yes or No
Is this a grassroots organization?	Yes or No
Cities in this HSDA	
Counties in this HSDA	
Congressional Districts in this HSDA	
Congressional District of Project Sponsor	

Assurances and Certifications

This Project Sponsor complies with all federal and state regulations, policies, procedures, standards, general provisions, and guidelines as specified in their subcontract, the Texas Health and Human Services Uniform Terms and Conditions, and the DSHS HOPWA Program Manual. The Administrative Agency's procurement and oversight procedures for this Project Sponsor follow the minimum standards required by 2 CFR §200 et seq.

- DSHS has not suspended this Project Sponsor from future contracts nor terminated a prior contract with them for cause.
- This Project Sponsor has not defaulted on any repayment agreements with DSHS.
- This Project Sponsor has not had a contractually required license or certification revoked.
- This Project Sponsor has not voluntarily surrendered any DSHS-issued license within the past three years.
- The Administrative Agency followed written procurement policies and procedures to advertise and award these funds.
- The Administrative Agency executed a written subcontract with the Project Sponsor consistent with the DSHS contract.
- The Administrative Agency will bear responsibility to DSHS for this Project Sponsor's performance.
- The Administrative Agency will follow written monitoring policies and procedures to conduct programmatic and fiscal monitoring of this Project Sponsor. This includes documenting monitoring activities for future review, providing them and DSHS with written reports of the results, and taking appropriate corrective actions if they breach contract terms.
- The Administrative Agency will submit documentation of this Project Sponsor's actual or potential conflicts of interest for review and disposition by DSHS within ten days of the date they became aware of the conflict.

Activity	Allocation	Households to be served:
Tenant-Based Rental Assistance	\$	
Short-Term Rent, Mortgage, Utility	\$	
Facility-Based Housing Assistance	\$	
Permanent Housing Placement	\$	
Housing Case Management	\$	
Housing Information Services	\$	
Resource Identification	\$	
Project Sponsor Administration	\$	
Total	\$	

Appendix F: Frequently Asked Questions

Program Eligibility

- 1. Does HOPWA allow conditional program eligibility?**
No. A household must meet program eligibility criteria.
- 2. Does the program require proof of HIV or proof of AIDS?**
HUD confirmed that all PLWH meet this program eligibility criterion regardless of how advanced. If a Project Sponsor establishes additional program eligibility criteria, they must collaborate with their AA to develop a local program policy.
- 3. Do we exclude child support expenses from annual income?**
No. Do not exclude child support expenses from annual income.
- 4. Do we include financial contributions from family and friends in annual income?**
The answer depends on whether the household receives the contribution or gift periodically or sporadically. For example, if the household receives periodic contributions of \$200 per month for a year, include this in annual income. If a household receives sporadic or unpredictable contributions, exclude this from annual income. The **Determining Household Annual Income Guide** provides additional guidance.
- 5. Do we include a minor's earned income in annual income?**
No. Do not include the earned income of dependent children under the age of 18 in annual income. However, do include their other income. The **Determining Household Annual Income Guide** outlines acceptable forms of documentation, whose income counts, and income inclusions and exclusions.
- 6. If a household includes two married persons with one spouse serving as the sole caregiver for the other, do we include the caregiver's income in annual income?**
Yes. Do not designate a spouse as a live-in aide to exclude their income from annual income. Per 24 CFR §813.102, a live-in aide is a person who resides with an elderly or disabled person or persons and who 1) is essential to the care and welfare of the person(s), 2) is not obligated to support the person(s), and 3) would not live 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 and provide other types of housing assistance and supportive services.
- 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 households move their belongings.
- 9. Can a household simultaneously receive TBRA and STRMU services?**
No. Per HUD's *HOPWA Grantee Oversight Resource Guide*, TBRA, STRMU, and FBHA service periods cannot overlap.
- 10. Can a household enrolled in public housing or the Housing Choice Voucher Program (HCVP) receive HOPWA housing assistance?**
No. They cannot receive TBRA, STRMU, or FBHA. However, they may receive HCM, HIS, and PHP.
- 11. Can a household enrolled in any other Federally-funded rental assistance service receive HOPWA housing assistance?**
No. As with households enrolled in public housing or the Housing Choice Voucher Program (HCVP), they cannot receive TBRA, STRMU, or FBHA. However, they may receive HCM, HIS, and PHP.
- 12. Can we pay prorated first or last month's rent?**
Yes. PHP could pay the full prorated rent, or TBRA or TSH could pay a calculated share of the prorated rent. However, PHP cannot pay the full first or last month's rent or prorated rent when the household will also receive ongoing rental assistance – whether via HOPWA or another program – in which case, rental assistance must pay a calculated share of the prorated rent.
- 13. Can TBRA or TSH pay the first or last month's rent?**

Yes. This requires careful coordination with the owner/representative because they may decline to execute a lease before receiving the first or last month's rent. For example, PHP could pay for the security deposit and other initial move-in costs, and TBRA would pay a calculated share of the full or prorated first month's rent.

14. Do we have to complete Form P for households continuing to the following year?

Yes. Project Sponsors record household status outcomes on Form P to measure the effectiveness of program services. Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Additionally, Project Sponsors report household access to care outcomes, sources of income, sources of medical insurance or assistance, and other measures.

15. Can HOPWA pay for a houseboat and boat slip?

Yes, if the boat slip provides connections to permanent utilities. See Appendix A for Mobile Home requirements.

16. Do we deny housing assistance services to active substance users or registered sex offenders?

Do not deny housing assistance simply because a household member uses or allegedly uses substances or because they decline substance use treatment. Base household eligibility on the criteria specified in the eligibility section of this manual. If a household member uses substances and complies with the program agreement and their housing plan, then they have not violated any program rules. However, if their substance use contributes to non-compliance with the program agreement or their housing plan, then Project Sponsors should partner with the household to create a plan that will return them to compliance. Project Sponsors may make referrals to appropriate treatment and supportive services with the household member's consent. If this partnership cannot create a realistic plan or the household remains non-compliant, the Project Sponsor may initiate termination proceedings as a last resort per the Project Sponsor's termination policy and procedure. Regardless, the owner has a right to prohibit illegal activity on their property, notify law enforcement when needed, and initiate eviction proceedings when a household has violated lease provisions. Do not deny housing assistance simply because a household member has registered as a sex offender. HUD's Office of HIV/AIDS Housing has clarified that 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 do not apply to households receiving HOPWA rental assistance. 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 HOPWA.

17. For rental assistance, can a household have no income?

Yes. If adult household members do not have income, they must complete Form A. Project Sponsors should periodically reassess their income.

18. For rental assistance, do rent standards include utilities?

Yes. Rent standards set limits on gross rents for standard quality units within a designated area, adjusted for each unit size. "Gross rent" means the unit rent plus the cost of all tenant-paid utilities, including electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal, but excluding telephone, internet, and cable services.

19. For rental assistance, can DSHS provide guidance on rent standard and rent reasonableness requirements?

For TBRA or TSH services, the proposed unit's gross rent cannot exceed the lower of the rent standard or reasonable rent. Otherwise, the Project Sponsor cannot approve the unit for TBRA or TSH services. If the proposed unit's gross rent complies with this requirement, a household would not pay more or less than their calculated monthly rent payment, and a Project Sponsor would not pay more or less than their calculated monthly rental assistance subsidy.

Source	Text (<i>emphasis added</i>)
24 CFR §574.310	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 must pay as rent , including utilities, an amount which is the higher of: 1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and childcare 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; 2) 10 percent of the family's monthly gross income; or

	3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.
24 CFR §574.320	a) If grant funds are used to provide rental assistance, the following additional standards apply: 1) Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between: i. The lower of the rent standard or reasonable rent for the unit; and ii. The resident's rent payment calculated under §574.310(d). NOTE: "Maximum Subsidy" means the maximum monthly amount of TBRA or TSH funds a Project Sponsor could pay to an owner after determining the household's calculated monthly rent payment. However, the household's actual calculated monthly rental assistance subsidy will depend on the rent specified in their lease agreement.
Rental Assistance Guidebook	Clients must find housing with rents that comply with both the rent standard and the reasonable rent. Otherwise, the grantee may not provide rental assistance (page 82). An important point about the rent standard is that it includes both rent and utilities (page 83). 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).

20. For rental assistance, what if a unit does not meet rent standard and rent reasonableness requirements?

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 the unit has 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 to reduce or eliminate the utility allowance required.
- The household could negotiate a new rent or revise the utility responsibilities with the owner.
- 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 assisted (i.e., Project Sponsors may use 110 percent of the rent standard for 1 out of 5 of the combined households that receive TBRA or TSH services at any given time). Project Sponsors must collaborate with their AA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a unit.

21. For rental assistance, can we approve a two-bedroom unit for a couple? What if the couple requires two bedrooms for medical reasons (e.g., one person has sleep apnea, issues with incontinence, and so on)?

Generally, a couple only needs one bedroom. TBRA and TSH Occupancy Standards provide for the smallest unit size (i.e., number of bedrooms) a household needs without overcrowding. Project Sponsors may grant an exception to the Occupancy Standards if justified by the age, sex, health, disability, or relationship of household members or other personal circumstances. Project Sponsors must document such exceptions in the household's record. 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 disability, 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 lives with HIV, would the additional adults qualify for a dependent deduction?

It depends on whether you designate the other adults living with HIV as the head of the household, co-head, spouse, or sole member. These designees never qualify as dependents regardless of age, disability (including HIV), or student status. Also, foster children, foster adults, unborn children, children who have not yet joined the household, and live-in aides do not count as dependents. For example, if the other adult household member living with HIV is the head of household's romantic partner, they would not qualify as a dependent.

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

No, not because of their citizenship status. The [Determining Household Annual Adjusted Income Guide](#) provides additional guidance on who qualifies as a dependent.

24. Our household lives in a rural county without a Public Housing Agency, and we cannot find a utility allowance schedule for Form H. What should we do?

Contact the nearest local Public Housing Agency, obtain their utility allowance schedule, and keep a copy in the household's record.

25. A client receiving TBRA services has not provided any documentation proving their participation in medical care. Have they violated program requirements?

No. HOPWA only requires proof of HIV when determining household eligibility. Apart from that, HOPWA does not require households to provide additional medical documentation unless they have agreed to this in their housing plan. The client has not violated any program requirements based on the information available. DSHS discourages requiring clients to provide proof of their participation in medical care as a condition of receiving housing assistance. Nevertheless, if a Project Sponsor insists on establishing this additional program eligibility requirement, they should enact and uniformly implement an appropriate policy and procedure for all clients. They should also ensure that their termination policy and procedure state that any violation of this requirement would result in termination proceedings.

26. If a household qualifies for rental assistance but does not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs (for example, because of specific criminal background barriers), does this disqualify the household from rental assistance?

No. Some households may not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs. Document this with a denial letter explaining why and for how long, if applicable. In these circumstances, you may provide HOPWA rental assistance indefinitely or until the household meets the eligibility criteria for other housing assistance programs.

27. If a household receives rental assistance but does not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs (for example, because of specific criminal background barriers), do they still have to apply only to expect denial? Could they apply, receive one denial, and not have to reapply every 90 days? Also, if a client applies but cannot move due to health reasons documented by a physician, do they have to reapply every 90 days?

If the household does not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs, they do not have to apply repeatedly. Document this with a denial letter explaining why and for how long, if applicable. Use the denial letter for the duration of the ineligible period. When the ineligible period ends, the household should apply again if possible. 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 following paragraph could potentially increase access to public housing for some households with criminal background barriers:

“HUD announced updated public housing arrests guidance to Public Housing Agencies (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.”

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, they should apply again per usual.

28. Do we consider foster children or foster adults as dependents when determining annual adjusted income?

No. HUD's *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent* does not categorize foster children or foster adults as dependents, so they do not meet the criteria for a dependent deduction. However, do exclude payments a household receives for caring for foster children or foster adults from annual income.

29. A client lives with his two nephews, both under the age of 18, but he does not have legal custody of them. Do we count the nephews as dependents when determining annual adjusted income?

Yes. HUD's *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent* says household members do not need legal custody of a dependent to receive the dependent deduction.

30. How do we confirm housing status for STRMU if the lease does not name the client?

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." Satisfactory evidence of tenancy may include:

- Rent payment receipts, canceled checks, or copies of money orders from the tenant to the owner that document the individual's tenancy and responsibility for making rental payments.
- A late payment notice or any other written communication from the owner to the tenant that provides evidence of the individual's tenancy and responsibility for making rental payments.
- If not named on the lease, any written documentation from the owner that confirms the individual's tenancy and responsibility for making rental payments.

31. A household uses a pay-as-you-go utility service. The company uses email or text to inform someone how much electricity they have used. This gives the household a chance to add money to their balance. The utility vendor draws from this, like a pay-as-you-go cell phone. Without a formal bill documenting the amount due, how do we 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 number 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 report should provide sufficient information to determine how much the STRMU payment will purchase and the approximate number of days STRMU will cover.
- This verification and a description of the service from the company website should provide sufficient documentation for the payment and tracking.

32. Can a homeless household receive STRMU services to pay a utility debt so they can establish utility services at a new address (i.e., can we use STRMU to rehouse a homeless household)?

No. STRMU cannot pay a homeless household's debts. STRMU enables households to remain in their homes by preventing eviction or loss of housing. Accordingly, STRMU can only assist currently housed households to prevent homelessness. STRMU cannot assist homeless households or households moving into new housing arrangements (e.g., costs for moving services, security or utility deposits, first month's rent, and so on). However, PHP can assist with utility arrears if they present a barrier to obtaining permanent housing or establishing utility services in a new unit. Project Sponsors must document that a household cannot establish utility services without paying such arrears. Project Sponsors could also contact the utility company to see if they would agree to a PHP utility deposit for the new service and allow a household payment plan for the past-due amount.

33. How do we correctly attribute debts to a specific timeframe for STRMU tracking? For example, a household presents a \$600 bill consisting of \$500.00 in past-due debt and \$100.00 in current dues. 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 must obtain either 1) a series of bills or 2) an account ledger from the owner/representative or utility company to establish a timeline of charges and household payments, then assign them to the correct metering periods. Without this level of detail, you will inaccurately calculate 1) the total utility cost for a given timeframe, 2) the amount of STRMU payment needed for each timeframe after accounting for any household payments toward those costs, and 3) the number of days assisted. For example, on Form K1: STRMU Tracking Worksheet, you will make the following data entries for utility payments:

- Actual Utilities: Enter the full utility cost for each metering period. Always enter the full amount even if STRMU only makes a partial payment. If STRMU will pay late fees, add them to each respective metering period for which they accrued.
- Metering Start Date: Enter the utility metering period start date for each billing cycle STRMU will pay for. Research and sort debts and late fees by period(s).
- Metering End Date: Enter the utility metering period end date for each billing cycle STRMU will pay for. Research and sort debts and late fees by period(s).

- STRMU Payment: Enter the amount of STRMU expended on utilities and late fees. Research and sort debts and late fees by period(s). Enter STRMU payments for accrued costs in the corresponding period(s). A utility account ledger will help.

34. Can STRMU pay property taxes?

Yes, if the mortgage includes property taxes held in escrow. Otherwise, no.

35. A household receiving STRMU services has one serodiscordant couple. If the other individual seroconverts, do they qualify the household for an additional 21 weeks of assistance?

No. The 21 weeks of assistance apply to the household overall, not individual household members. You cannot multiply the STRMU cap by the number of PLWH in the household.

36. Can we use STRMU to pay rent, mortgage, and utility bills that predate a household's enrollment in the program? For example, if we enroll a household in HOPWA in January, can we pay December bills?

Yes. To prevent homelessness, STRMU may pay for previous, verifiable balances that predate a household's enrollment date in HOPWA and the start date of STRMU services. Project Sponsors track the days of accrued costs paid by STRMU to ensure that the total amount of STRMU assistance does not exceed 21 weeks. This also applies if the accrued costs of the bills predate the start date of the contract period (the HOPWA program year is 09/01 – 08/31). For example, a Project Sponsor that cuts a check in September for outstanding bills from August of the prior contract year would bill to the contract that started in September, regardless of which days of accrued costs the Project Sponsor paid for. Thus, STRMU provides a "seamless" housing assistance service despite crossing into a new contract timeframe. From an accounting perspective, the Project Sponsor would bill the predating bills to the current project year's budget.

37. 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?

STRMU requires you to calculate days of accrued costs. If STRMU pays April, May, and June, that constitutes roughly 91 days (depending on the actual metering periods for each utility bill) out of 147 days in a 52-week period.

38. What happens if a household reaches the STRMU cap 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.

39. If a Project Sponsor provides STRMU services in March, May, and August, do they need to complete Form P each time?

Not necessarily. Project Sponsors complete Form P if the household will disenroll from the program or continue to the next annual eligibility period. Form P tracks service outcome and program disenrollment data (if applicable) that we report to HUD annually. However, you should continually update Form P when services start and end and when the household achieves specific service outcomes.

40. Can Project Sponsors develop their own STRMU cap tracking system?

No. DSHS Project Sponsors must use the tracking methodology described in the STRMU section of this manual. Per HUD's *HOPWA Short-Term Rent, Mortgage, and Utility Assistance Guide*, a grantee's Project Sponsors must use a uniform tracking method.

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

HOPWA regulations permit the HUD Assistant Secretary for Community Planning and Development to grant a case-by-case waiver to the STRMU 21-week cap. However, STRMU recipients should not expect HUD to approve such a rare and extraordinary waiver.

42. Do Project Sponsors have to establish a STRMU payment cap?

No. Project Sponsors may set a STRMU payment or time cap based on available funds and local needs.

43. With the approval of their AA, can a Project Sponsor allocate only for STRMU due to limited funds?

Project Sponsors must justify to their AA the reason for providing only STRMU. For example, another local organization already meets the need for TBRA. You should base this decision on local needs.

44. Do Project Sponsors that provide STRMU have to pay late or reconnect fees?

No. However, Project Sponsors should first consider the consequences of such a policy on their ability to adequately prevent homelessness. If a Project Sponsor chooses not to pay late or reconnect fees, they must have a local program policy stating they will not pay these fees, and their AA must approve it.

45. Do Project Sponsors have to provide PHP services?

No. However, Project Sponsors should first consider the consequences of not providing PHP services on their ability to adequately facilitate access to housing. Project Sponsors may choose not to provide PHP services based on a lack of program funds, need for move-in assistance within their HSDA, or capacity to maintain accounting records for returned security and utility deposits (“program income”).

46. If a household receives rental assistance (e.g., TBRA or TSH) and experiences an emergency event that forces them to leave the current unit (e.g., a disaster, prolonged utility outage, credible threats to safety, and so on), can a Project Sponsor provide STSH for a hotel/motel stay to prevent homelessness until the situation has resolved?

Yes. While dual rental assistance/emergency shelter payments for a household can constitute a duplication of services in some situations, Project Sponsors may consider providing this assistance on a case-by-case basis depending upon the circumstances. HUD and HOPWA guidance clearly states that an assisted household cannot receive both a rental assistance subsidy (HOPWA rental assistance or another federal rental assistance subsidy such as Section 8/HCVF) and emergency assistance, including hotel/motel assistance, simultaneously. However, if a household receiving rental assistance must leave the assisted unit due to an emergency and temporarily reside in a hotel/motel to prevent homelessness, this would not constitute any duplication of assistance. If a Project Sponsor will utilize this option, they must consult with their AA, and their AA must consult with DSHS. DSHS will provide written approval/denial to the AA and Project Sponsor via email for inclusion in the household’s record. If DSHS approves, a Project Sponsor should include documentation of the circumstances and carefully explain the need for emergency shelter to avoid homelessness in the household’s case notes or on letterhead. If, for any reason, a household receiving rental assistance cannot remain in their current unit due to an action/inaction of the owner, a Project Sponsor should obtain a legal review of the owner’s responsibilities outlined in the lease.

47. To which program activities do Housing Quality Standards (HQS) apply?

All housing assisted under 24 CFR §574.300(b)(3), (4), (5), and (8) must meet HQS. This includes:

- 3: Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services
- 4: New construction (for single room occupancy (SRO) dwellings and community residences only)
- 5: Project- or tenant-based rental assistance, including assistance for shared housing arrangements
- 8: Operating costs for housing, including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs

TBRA- or FBHA-assisted housing requires inspection. STRMU- or PHP-assisted housing generally does not require inspection, but households must certify their housing meets applicable requirements and standards. Broadly, DSHS-authorized FBHA activities include leasing, operating, project-based rental assistance, and master-leasing (which falls under leasing). Therefore, HQS applies to all DSHS-authorized FBHA activities. Please see Section 10: Housing Quality Standards for additional information.

48. A HOPWA-assisted household must move in the middle of their lease, which would entail breaking their current lease and selecting a different unit. The owner of the HOPWA-assisted unit stated that the penalty for breaking the lease would cost approximately \$3,000. If a household must break their current lease to transition to a new unit, can PHP pay penalties for breaking the current lease in the interest of 1) securing a new permanent residence with a reasonable expectation that their occupancy will continue while 2) averting a negative impact to the household’s rental history?

No. PHP cannot pay for breaking and buying out the remainder of a lease agreement – nor can any other HOPWA activity.

49. A HOPWA-assisted household has received a Housing Choice Voucher. After much searching, they are running out of time to use it. What can they do?

The household should inquire about the HCVF’s policy for requesting an extension to the initial voucher search term. Additionally, the household may request an extension to the initial search term as a reasonable accommodation for persons with disabilities even after the voucher term expires.

50. Can a household receive TBRA or STRMU services if the unit identifies as an affordable unit under the Low-Income Housing Tax Credit (LIHTC) or HOME programs?

Yes. Ensure that the affordable unit has a flat rent, not a calculated rental subsidy based on household income. You cannot assist if the unit already provides calculated rental assistance based on household income.

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

Roommates (i.e., households in a shared housing arrangement) share rent and utilities for a share of the available space. In shared housing arrangements, two or more unrelated households voluntarily live together in a unit. Applicant households must identify their household members during initial eligibility certifications and interim and annual eligibility recertifications. The household determines its membership, and membership does not depend on blood or marital relationships.

52. 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.” Additionally, 24 CFR §982.306(d) states that Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any household member. However, Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for persons with disabilities. For example, a reasonable accommodation would permit persons with disabilities, including PLWH, to receive assistance 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. See the decision tree under Appendix J: “Can I Pay this Owner?” for additional guidance. In such situations, the program does not count this family member’s income toward the household’s income for income eligibility determination. If the household will receive rental assistance, the arrangement must comply with Appendix H: Rental Assistance Instructions for Shared Housing Arrangements. To clarify, you only grant a reasonable accommodation when a client needs to stay with their family because of their disability. Do not grant a reasonable accommodation merely to prevent the household from having to move or exclude the family member’s income, but only for legitimate reasons related to the client’s particular disability. If able, a client can make a reasonable accommodation request in writing. If they cannot, 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 backup for the record. Ensure you provide a simple and uncomplicated process for requesting and approving reasonable accommodations.

53. Can an applicant household include a dependent child as a household member if they do not live with them?

No. A dependent child must live with a household at least 51 percent of the time.

54. If two single-person households voluntarily 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 reassess other eligibility factors.

Other Questions

55. Which HOPWA contract pays September rent?

Generally, Project Sponsors cut checks for next month’s rent a few days early to ensure they pay it on time. In this scenario, you have an invoice (supporting document) for September rent. When the check clears, you will move the funds from the prepaid account to the rent expense account, showing you paid it. You will record this in the month (September) in which the activity (rent) occurred. For example, a check cut in August for September rent would appear on the September general ledger because you would complete a journal entry moving the funds from the prepaid account to the expense account. DSHS HOPWA contracts span 09/01 to 08/31. While you cut the check at the end of the previous contract period, you would bill the expense to the subsequent contract period. You must remember to move funds from the prepaid account to the expense account. If you forget to move these funds, they will incorrectly remain in the previous general ledger. If DSHS selected this expense for a fiscal review, we would disallow it.

56. If a household does not have a lease, what kind of documentation can we use to support housing assistance?

The program strongly prefers an executed formal lease because it 1) confirms residency for household eligibility, 2) confirms tenancy for specific program activities, and 3) serves as a supporting document for housing assistance payments. Also, households with executed formal leases have better legal protections and improved housing stability. Project Sponsors can easily find sample leases online and should ask the owner and household to execute one. If a Project Sponsor cannot obtain an executed formal lease, they may accept a letter signed and dated by both the owner and client if it contains the following information: Address of the unit, amount and due

date of rent, period covered by the lease, utility responsibilities, and the owner or payee's address and phone number (see Appendix I: Tenant Lease Provisions for additional guidance).

57. When a household violates their lease, do they face any programmatic consequences?

If a household violates their lease or conditions of occupancy, the Project Sponsor should work with the household to return them to compliance. Should such efforts fail, a Project Sponsor may initiate termination proceedings following their termination policy. Project Sponsors must provide supportive services to prevent termination and reserve termination for only the most severe cases. Suppose an owner evicts a household for violating their lease, but the Project Sponsor will not terminate the household from the program. In that case, the household may receive PHP services for rapid rehousing.

58. What legal liability does the Project Sponsor face under Housing Quality Standards?

None. The certification does not declare the unit free from all safety hazards, and Project Sponsors should not represent the certification in this 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.

59. How does the Project Sponsor ensure smoke and carbon monoxide detector compliance without an inspection?

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

60. If we terminate a household from the program, do they have the right to reapply for the program the following month?

Yes. DSHS does not establish any time limitations between program enrollment periods. However, Project Sponsors must have a termination policy, and this policy should note the duration that a client must wait to reapply for the program after termination or receive specific program services after services end.

61. 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 has closed, the AA must return the funds to DSHS. The refund should identify the specific contract that originally funded the cost.

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

63. How do we record units of service for HOPWA?

Please visit the [HIV Medical and Support Services Taxonomy](#) for more information.

64. If a client cannot meet with a Project Sponsor or complete/update program forms in person, can a Project Sponsor utilize remote means of interfacing with the client?

Yes. Instead of an in-person meeting, a Project Sponsor may arrange a remote meeting via phone or audio/video streaming technology. When possible, please attempt to complete all forms and documentation via mail, fax, or other secure electronic means. The program still prefers third-party eligibility and supporting documents. Project Sponsors may use electronic signature software to obtain household member signatures. The software must meet the Project Sponsor's confidentiality and data security policies and procedures. If a Project Sponsor needs to procure such software, they may allocate the cost to specific activity categories as a direct service delivery cost or to Project Sponsor administration. Project Sponsors performing telehealth activities may already have such software and could expand their use to the HOPWA program. On a case-by-case basis and as a last resort, Project Sponsors may complete DSHS HOPWA Program forms that would otherwise require a household

member's signature on behalf of the household (Forms A, B, D, G, N, and O, but not Form F). Instead of a household member's signature, Project Sponsors may note on the program form that they could not obtain a signature from the applicable household member. In the household's case notes, the Project Sponsor should document this decision and provide a brief rationale.

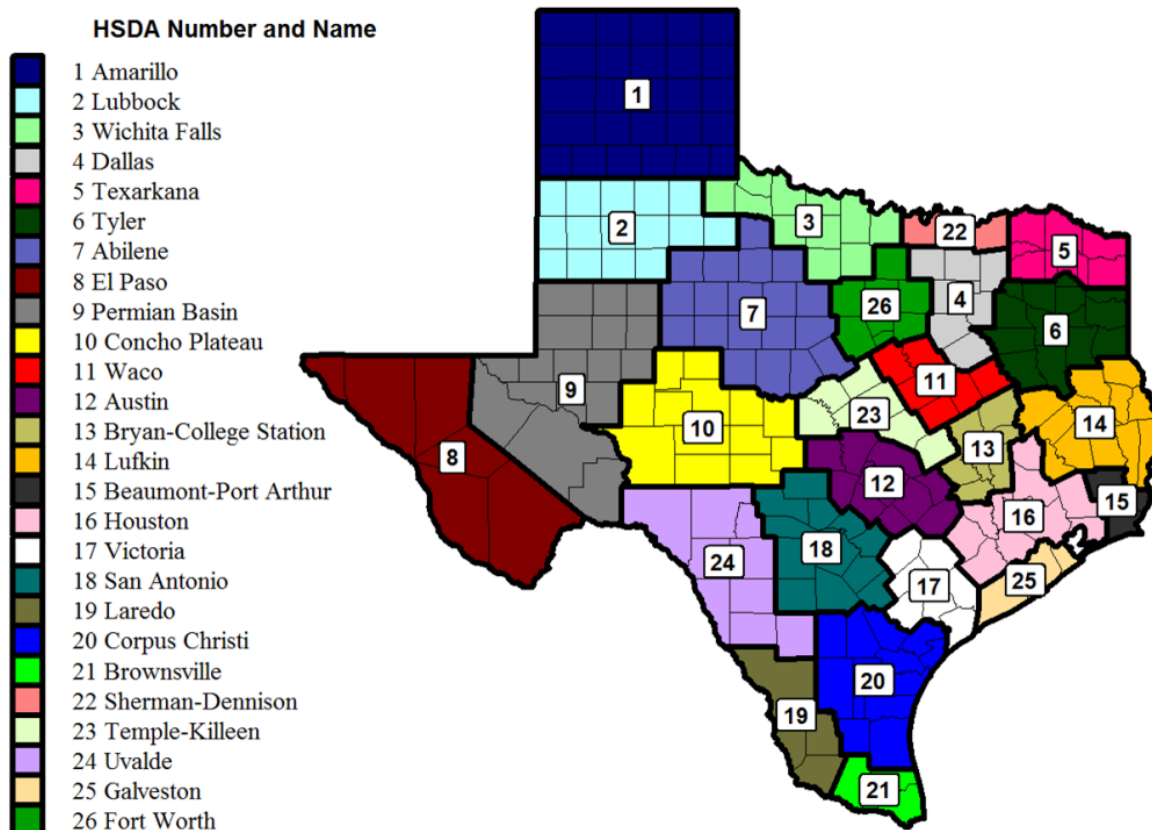
- 65. If an AA or a Project Sponsor uses HOPWA funds to pay for conference registration fees and the conference does not occur until the next contract period, do they bill that cost to the current or future contract? For example, if the current HOPWA contract period runs from 09/01/25 to 08/31/26 and the conference occurs in October 2026 (after the current contract period ends), can we bill the cost of the conference registration fees to the current contract? The Project Sponsor must register early to ensure they have a spot.**

In this scenario, the AA or Project Sponsor would bill the future contract, not the current contract. The conference registration fee becomes an expense when the conference begins (occurs). Treat the fee as a prepaid asset until the date the conference begins. When the conference begins, make a journal entry changing the prepaid asset to an expense. Do not request reimbursement from DSHS until you have expensed the registration fee. Bill the fee to the current contract at the time expensed.

- 66. Can a Project Sponsor use Ryan White Housing services to pay a rental assistance household's calculated share of rent if they have experienced a hardship that prevents them from paying their portion?**

No. As with STRMU, a household cannot receive TBRA and Ryan White Housing services simultaneously. HUD considers this "double-dipping."

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



Plan Area (6)	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
	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
	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
	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
	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
South	Brownsville-Harlingen	Cameron, Hidalgo, Willacy
	Corpus Christi	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio
	El Paso	Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio
	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), TBRA and TSH services permit shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs. Shared housing offers a cost-effective alternative to individual housing arrangements. Project Sponsors prorate rental assistance for the portion of the unit occupied by the participant household. In a shared housing arrangement, the rent charged to a participant household must correlate with the size of their private space compared to the overall private space in the shared unit, excluding common space. For example, an owner or roommate may assign a participant household a pro rata portion based on the ratio derived from dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Project Sponsors must use the following instructions when completing [Form H: Rent Standard and Rent Reasonableness Examination](#).

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 does not qualify for shared housing. Additionally, an assisted person cannot 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 household member. Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for household members 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:

- | | |
|----------------|--|
| 1
or | 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. |
| 2 | Rent Standard for the pro rata share of the private space 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:

- | | |
|----------------|---|
| 1
or | If using the rent standard for the size of the private space, 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, comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness. |
| 2 | If using the rent standard for the pro rata share of the private space compared to the total space in the unit, comparison units should have the same total unit size.
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, comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. Calculate the comparison unit rent using the same pro rata share. If the comparison unit rent is \$600.00 and the household will occupy 2 out of 3 bedrooms, calculate the comparison unit rent as \$400.00 ($(\$600.00 / 3) * 2 = \400.00). |

NOTE: If the household will receive a utility allowance, calculate the allowance for the proposed and comparison units using the pro-rata share of the private space. 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 one out of three bedrooms, divide the utility allowance for a three-bedroom by 3 and multiply the quotient by 1. 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 the provisions described in this Appendix. Households should not sign a lease until program staff have reviewed it to ensure it meets any additional requirements developed by the Project Sponsor. Generally, the lease should last one year and allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for households, and such shorter term is the prevailing local market practice. Project Sponsors maintain executed leases, signed and dated by all parties, in each household's record. In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit and divide rental costs, Project Sponsors must obtain a written roommate agreement with a breakout of each household's share of the total rent to the owner.

Include the following provisions in the lease or add them as a lease addendum:

- Details about the rental amount, including tenant and rental program shares of the rent paid monthly
- List of utilities paid or provided by owner and those paid by tenant
- List of appliances 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 live in the unit

Exclude the following provisions from the lease:

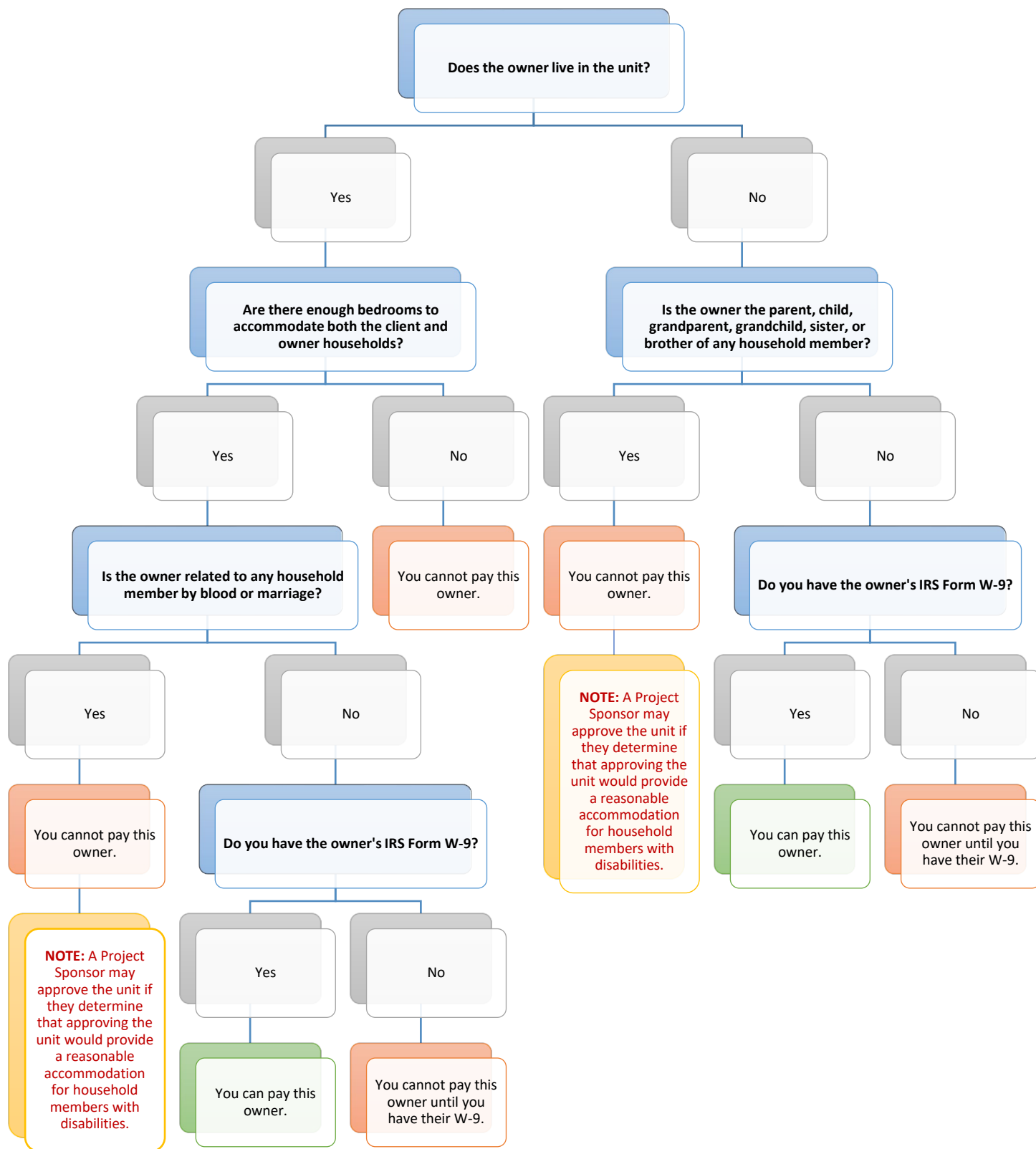
- *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
- *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without 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 following 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 have 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 confidentiality requirements for documentation submitted by survivors requesting emergency transfers and of each survivor's housing location.
- The **VAWA Lease Addendum** provides that a survivor may terminate their lease without penalty if they meet emergency transfer requirements.
- 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 to evict an accused perpetrator without regard to whether the accused perpetrator is a signatory to the lease and without evicting or otherwise penalizing the 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

- The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who survived domestic violence, dating violence, sexual assault, or stalking.
- Despite the name of this law, program applicants and beneficiaries may avail themselves of VAWA protections and remedies regardless of their sex, gender identity, or sexual orientation. 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 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.
- If the 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.
- Project Sponsors also determine 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 the 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 their AA to develop a reasonable survivor grace period policy for continued program participation by surviving or remaining household members. Among other 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 survivors 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.
- Project Sponsors must notify survivors 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 survivors 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: When approving or denying 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.

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 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 that remaining in the unit they currently occupy poses an actual and imminent threat.
- If they survived sexual assault, the survivor must reasonably believe that remaining in the unit they currently occupy poses an actual and imminent threat, 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 maintain emergency transfer records for a 4-year period.

Request for Documentation

- If an applicant or beneficiary informs a Project Sponsor they survived an incident of domestic violence, dating violence, sexual assault, or stalking, the Project Sponsor may request, in writing, that the applicant or beneficiary submit documentation of survivor status as specified under Permissible Documentation.
- Project Sponsors do not need 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 survived an incident of domestic violence, dating violence, sexual assault, or stalking;
 - Describes the incident; and
 - Includes the name of the accused perpetrator if 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 the 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 will 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 cannot enter confidential information into any shared database or disclose such information to any other entity or individual, unless:
 - The survivor requests or consents in a time-limited release to the disclosure;
 - An eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program requires the disclosure; or
 - Applicable law otherwise mandates the disclosure.

Prohibited basis for denial or termination of assistance or eviction

- An applicant or beneficiary of the DSHS HOPWA Program cannot be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit solely because they survived 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 cannot be denied assistance or occupancy rights solely based on criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - A household member, guest, or other person under the control of the household perpetrates the criminal activity; and
 - A beneficiary survives actual or threatened 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 cannot 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 owners or Project Sponsors, when notified of a court order, from complying with a court order with respect to:
 - The rights of access or control of property, including civil protection orders issued to protect survivors of domestic violence, dating violence, sexual assault, or stalking; or
 - The distribution or possession of property among beneficiaries.
- VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household for any violation unrelated to domestic violence, dating violence, sexual assault, or stalking attributable to the beneficiaries in question. However, owners or Project Sponsors must not subject a beneficiary, who survived domestic violence, dating violence, sexual assault, or stalking, or affiliates with a beneficiary who survived the same, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- VAWA does not limit owners or Project Sponsors from evicting or terminating assistance to a household when they can demonstrate the presence of an actual and imminent threat to other households or those employed at or providing services to the property of the owner or Project Sponsor if they did not evict or terminate assistance to the beneficiary or household. In this context, an “actual and imminent threat” includes words, gestures, actions, or other indicators that meet the definition of “actual and imminent threat” in 24 CFR §5.2003.
- Owners or Project Sponsors should utilize eviction or termination of assistance only when they cannot reduce or eliminate threats via other actions including but not limited to transferring survivors 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. Owners or Project Sponsors must tailor such restrictions to particularized concerns about individual beneficiaries. Restrictions predicated on public safety cannot rely on stereotypes.



Appendix L: Fiscal Management References for HOPWA Grantees

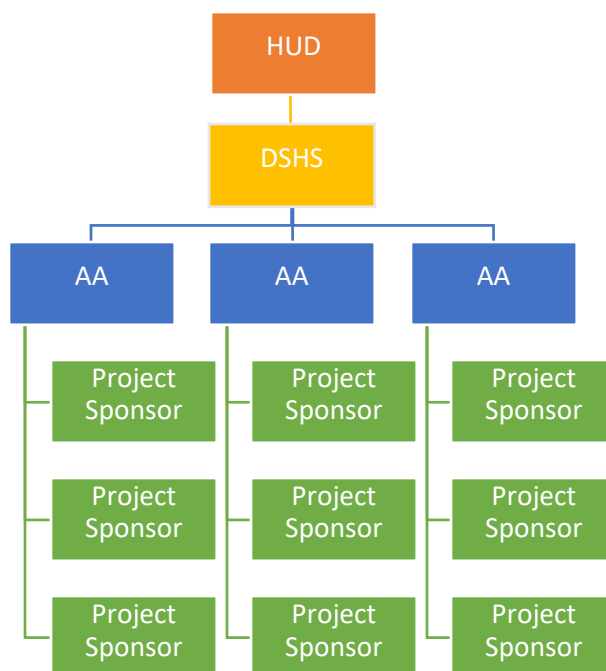
Purpose

This appendix provides a non-exhaustive set of HOPWA-related fiscal management references and requirements. AAs and Project Sponsors should assume that additional requirements apply and refer to their contract's terms and conditions for clarification.

Chain of Authority

The US Department of Housing and Urban Development (HUD) distributes HOPWA formula funding to eligible states and cities, which select service providers called Project Sponsors. DSHS receives funds from HUD and uses a formula to allocate them to HIV Service Delivery Areas (HSDA) in Texas. To ensure that funds effectively address local priorities, DSHS has selected six Administrative Agencies (AAs) that manage and distribute funds to Project Sponsors.

While AAs may set their own local policies and requirements, these directives may not be less stringent than those set by DSHS or HUD.¹ AAs and Project Sponsors must not interpret a lack of objection or action against non-compliant fiscal or programmatic activities as HUD or DSHS approving or endorsing those activities.²



AA and Project Sponsor Responsibilities

AAs must:

- Comply, and ensure Project Sponsors comply, with federal and state regulations
- Manage funds in compliance with federal and state regulations
- Assign costs to the appropriate contract
- Not pay costs incurred in one contract year with funds from a different contract year
- Monitor expenditures to prevent under- or overspending
- Limit AA grantee administrative costs to their specified cap
- Complete annual fiscal monitoring of Project Sponsors (page 61)
- Maintain financial records
- Avoid conflicts of interest within the AA and with Project Sponsors
- Develop local program policies as needed, which should not conflict with federal and state regulations, policies, standards, and guidelines

Project Sponsors must:

- Comply with federal and state regulations
- Manage funds in compliance with federal and state regulations
- Assign costs to the appropriate contract
- Not pay costs incurred in one contract year with funds from a different contract year
- Monitor expenditures to prevent under- or overspending
- Limit Project Sponsor administrative expenses to seven percent of their total program allocations.
- Maintain financial records
- Avoid conflicts of interest
- Develop local program policies as needed, which should not conflict with federal and state regulations, policies, standards, and guidelines

¹ Texas Health and Human Services (HHS). (September 2024). *Uniform Terms and Conditions – Grant (Version 3.4)*. Article XI: General Provisions, 11.6 Limitation on Authority.

² Ibid, General Provisions, 11.15 No Implied Waiver of Provisions.

AAs and Project Sponsors must have the following policies and procedures:

AAs	Project Sponsors
Client Confidentiality ³ Conflict of Interest Grievances of clients and bidders ⁵ Monitoring Procurement Reallocations ⁶	Client Confidentiality ⁴ Conflict of Interest Grievances of clients

Eligible and Ineligible Costs

AAs and Project Sponsors may only undertake and expend funds on activities authorized in their contractual statement of work. Costs must be necessary, reasonable, allowable, documented, and allocable to the respective activity.^{7,8,9}

Please refer to each activity's eligible and ineligible costs in [Section 14. Program Activities](#).

- [Tenant-Based Rental Assistance \(TBRA\) Services](#)
- [Short-Term Rent, Mortgage, and Utility \(STRMU\) Services](#)
- [Short-Term Supportive Housing \(STSH\) Services](#)
- [Transitional Supportive Housing \(TSH\) Services](#)
- [Permanent Housing Placement \(PHP\) Services](#)
- [Housing Case Management \(HCM\) Services](#)
- [Housing Information Services \(HIS\)](#)
- [Resource Identification \(RI\)](#)
- [Grantee and Project Sponsor Administration](#)

Recording Expenses

The grant general ledger must contain all expenses assigned and billed to the HOPWA program. Project Sponsors apply expenses toward grant reimbursement from the AA as well as any program income generated through the HOPWA grant. The general ledger must balance with the categories and corresponding amounts on the submitted FSR.

AAs and Project Sponsors must protect [client confidentiality](#). While this largely applies to programmatic records and third-party communications, Project Sponsors should also maintain client confidentiality in financial documents and avoid the use of client names, identifying information, or other PHI in their accounting systems.

Project Sponsors must document what they pay for and who they pay, and maintain a record of all payments in the household's record. To accomplish this, Project Sponsors collect current copies of leases, mortgages, utility bills, and ledgers for which they provided housing assistance. AA and Project Sponsor financial management systems must use written financial policies and procedures, identify state awards received and expended, support their expenditures using source documentation, and track actual versus budgeted grant expenses.¹⁰

³ Should include de-identifying references to individual clients in accounting systems as well as safeguarding and confining client financial information to the appropriate client file.

⁴ Ibid.

⁵ Includes a mechanism to address Project Sponsor concerns or complaints and grant applicants that were not approved.

⁶ Should specify that Project Sponsors may not overspend their contracts; reallocations increasing a Project Sponsor's total contract must include an executed contract amendment, including an updated budget, between the AA and the Project Sponsor.

⁷ Texas Health and Human Services (HHS). (September 2024). *Uniform Terms and Conditions – Grant* (Version 3.4). Article II: Payment Provisions, 2.5 Use of Funds.

⁸ Ibid, Article IV: Allowable Costs and Audit Requirements, 4.1 Allowable Costs.

⁹ Texas Comptroller of Public Accounts. (October 2024). *Texas Grant Management Standards* (Version 2.0), Basic Considerations, Factors Affecting Allowability of Costs.

¹⁰ Ibid, Financial Management, pages 12-13.

Program Income

Program income means gross income directly generated from the use of HOPWA funds.^{11,12} Generally, this includes payments made by participant households to the Project Sponsor or refunds from security or utility deposits. Project Sponsors may not apply program income generated by other DSHS grant sources toward HOPWA activities.

For example, if an owner or utility vendor fully or partially refunds a security or utility deposit when the assisted household leaves a unit, the deposit must return to the Project Sponsor. Project Sponsors must maintain a record of all security or utility deposits made on behalf of a household and track refunds against deposit expenditures. Project Sponsors treat refunds to the program as applicable credits towards program expenses in the year recovered and enter them into their accounting system as shown in [Appendix C](#).

Recording and Expending Program Income

Project Sponsors must record program income and document how they used it in their accounting system. For example, Project Sponsors should track security and utility deposits and refunds using the accounting procedures outlined in Appendix C: PHP Accounting Guidelines. Project Sponsors must include program income in the grant's general ledger, along with the expenses to which they applied them. Project Sponsors may not apply program income generated by other DSHS grant sources toward HOPWA activities.

Reallocations

AAs must submit a HOPWA reallocation request for every proposed activity reallocation and receive written approval from DSHS for all requests. AAs email reallocation requests to the DSHS HOPWA Coordinator. AAs submit all reallocation requests no later than 30 calendar days before the last day of the contract period, or with prior program approval, no later than 30 days after the expiration of a contract.¹³ AAs should secure an updated budget from the Project Sponsor. Each reallocation between entities requires two amended budgets and two amended contracts. Some reallocations require categorical budget amendments and vice versa.

Categorical Budget Revisions

AAs must seek prior written approval from their Contract Management Section (CMS) Contract Manager to reallocate money between AA budget categories.

AA and Project Sponsor Monitoring

DSHS Fiscal Support and Oversight (FSO) conducts annual fiscal monitoring of AAs. FSO requires AAs to conduct annual fiscal monitoring of Project Sponsors and to submit reports and related information to the HOPWA Coordinator.

AAs must ensure that Project Sponsors fulfill all corrective actions to address noncompliance. DSHS determines whether the corrective actions remedy noncompliance.¹⁴ The AA may implement specific conditions for the Project Sponsor, depending on the circumstances of the noncompliance.¹⁵

References to Other Fiscal Resources

DSHS Fiscal Technical Assistance and Trainings

Project Sponsors who have fiscal questions or need financial or programmatic technical assistance (TA) should contact their AA. For fiscal questions or TA, AAs may contact DSHS FSO at FSTA@dshs.texas.gov. AAs should direct programmatic questions to the DSHS HOPWA Coordinator.

¹¹ Texas Health and Human Services (HHS). (September 2024). *Uniform Terms and Conditions – Grant* (Version 3.4). Article II: Payment Provisions, 2.7 Program Income.

¹² Texas Comptroller of Public Accounts. (October 2024). *Texas Grant Management Standards* (Version 2.0), Program Income.

¹³ Ibid, Revision of Budget and Program Plans.

¹⁴ Texas Health and Human Services (HHS). (September 2024). *Uniform Terms and Conditions – Grant* (Version 3.4). Article VIII: Record Retention, Audit, and Confidentiality, 8.3 Response/Compliance with Audit or Inspection Findings.

¹⁵ Texas Comptroller of Public Accounts. (October 2024). *Texas Grant Management Standards* (Version 2.0). Remedies for Noncompliance, Additional Specific Conditions and Corrective Action.

AA and Project Sponsor Required Trainings

AAs and Project Sponsors must complete and maintain a certificate of completion for specific online trainings, including the following fiscal training.

- [Community Planning and Development Financial Management Curriculum](#)
- [HOPWA Oversight Training Curriculum](#)
 - [Module 3: Monitoring Financial Management](#)

AAs and Project Sponsors should also review other HOPWA trainings, guides, tools, webinars, and other materials, including:

- [HOPWA Financial Management Online Training Course](#)
- [HOPWA Financial Management Training Manual](#)
- [DSHS HOPWA Manual](#)
- [HUD HOPWA YouTube Playlist](#)
 - [Grant-Based Accounting for HOPWA Grantees](#)
 - [HOPWA Financial Management Online Training Overview](#)

State of Texas Requirements

[Universal Terms and Conditions \(UTCs\) – Grant Version 3.4 September 2024](#)

[Texas Grant Management Standards \(TxGMS\) Version 2.0 October 2024](#)

Federal Requirements

- [2 CFR §200](#) et seq. – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- [Subpart A](#)
 - [2 CFR § 200.1](#) Definitions.
- [Subpart D](#)
 - [2 CFR § 200.307](#) – Program Income
 - [2 CFR §200.318 through §200.326](#) – General procurement standards
- [Subpart E – Cost Principles](#)
 - [2 CFR § 200.400](#) – Policy Guide
 - [2 CFR § 200.403](#) – Factors affecting allowability of costs
 - [2 CFR § 200.404](#) – Reasonable costs
 - [2 CFR § 200.405](#) – Allocable costs
 - [2 CFR § 200.410](#) – Collection of unallowable costs