

**Texas Department of State Health Services**

**Housing Opportunities for Persons with AIDS**

**Program Manual**

**09/01/23**

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**PROGRAM MANUAL**

# Section 1. Purpose and Use of the Manual

This manual contains an overview of the Texas Department of State Health Services (DSHS) Housing Opportunities for Persons with AIDS (HOPWA) Program. It provides guidance to 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](https://www.hudexchange.info/programs/hopwa/).

# 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](https://www.dshs.texas.gov/sites/default/files/hivstd/funding/docs/Appendix_A.pdf) provides 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 income limits that determine 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. HUD publishes AMIs [here](https://www.huduser.gov/portal/datasets/il.html).

* + - **Beneficiary(ies)**

All members of a household (living with or without HIV) who benefitted 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](https://www.hudexchange.info/homelessness-assistance/resources-for-chronic-homelessness/) person is (1) An individual who: (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

* + - **Disabling Condition**

Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual’s ability to work or perform one or more activities of daily living. In HUD-funded programs, HIV is considered a disabling condition.

* + - **Eligible Individual**

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

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

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

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

A rental assistance service similar to public housing that helps low-income households access affordable housing (see “Rental Assistance”). Unlike tenant-based rental assistance, 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 rental assistance is classified as project-based rental assistance (PBRA). If the Project Sponsor leases the facility, the rental assistance is classified as master leasing.

* + - **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, which are incorporated separately from congregations and national networks.

* + - **Family**

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

* + - * + A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
        + A group of persons residing together, and such group includes, but is not limited to:

A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

An elderly family;

A near-elderly family;

A disabled family;

A displaced family; and

The remaining member of a tenant family.

Family includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, important to the eligible person or person's care or welfare, and surviving members of any family described in this definition who were living in a unit assisted under the program with the PLWH at the time of their death. The language of these regulations, as amended by the “[Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule](https://www.federalregister.gov/documents/2012/02/03/2012-2343/equal-access-to-housing-in-hud-programs-regardless-of-sexual-orientation-or-gender-identity),” 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 any group of people that present together for assistance and identify themselves as a family – regardless of relationship, age, disability, or other factors – are considered a family 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” in place of “family.”

**NOTE:** The old definition of “family,” (persons related by blood or marriage) is not used. 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. Local affiliates of national organizations are not considered “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 the purpose of allocating federal and state HIV care services funds.

* + - **Household**

A single person or a group of persons residing together. See “Family.” Any group of people that present together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – are considered a household and Project Sponsors serve them together as such. The term is used for collecting data on changes in eligibility, changes in access to services, and outcomes on achieving housing stability. Live-In Aides (see “Live-In Aide”) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not included in the household.

* + - **Housing Information Services (HIS)**

Counseling, information, and referral services dedicated to assisting eligible households locate, acquire, finance, and maintain housing. 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 that infects the body and destroys portions of the immune system and is documented by a positive serologic test.

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

* + - **Leveraged Funds**

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

* + - **Live-In Aide**

A person who resides with the 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. Live-In Aides are not considered household members.

* + - **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 obtain a lease on their own 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**

Applies to facility-based housing that is currently open. Operating costs can include day-to-day housing function and operation costs 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 health care and support.

* + - **Output**

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

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

A supportive housing assistance service 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 the use of HOPWA funds (e.g., household rent payments to the Project Sponsor, security or utility deposit refunds, etc.). 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 that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR §574.300. Project Sponsors must provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| *HUD* |  | *DSHS* |  | *AA* |  | *Sponsor* |

* **Rental Assistance**

A housing assistance service that subsidizes the rent of a household, including assistance for shared housing arrangements. The subsidy amount depends on several factors, including household income and rental costs associated with the household’s lease. HOPWA rental assistance can be tenant- or facility-based. All rental assistance services are subject to the following components:

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

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

* + - **Rent Standard**

HOPWA grantees that authorize rental assistance activities must have rent standards, which 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 are 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 typically publishes FMRs in October of each year and makes them available [here](https://www.huduser.gov/portal/datasets/fmr.html). 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](https://www.hudexchange.info/resource/6712/notice-cpd-22-10-clarification-of-rent-standard-requirement-for-the-hopwa-program/), 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, which is between 90 percent 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 within the State of Texas. Note, 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 of the existing regulatory options to utilize FMR or an HCVP payment standard (basic range or exception payment standard) 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 pertaining to this approved rent standard on the DSHS HOPWA Program website [here](https://www.dshs.texas.gov/hivstd/hopwa/).

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 utilized for establishing 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**

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

* + - **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 depending on funds available, need, and program guidelines.

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

A type of facility-based housing assistance that provides temporary shelter to eligible households that are homeless. Services allow households to develop individualized housing plans that culminate 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 depending on funds available, need, and program guidelines.

* + - **Supportive Services**

Supportive Services include, but are not limited to, health, mental health, assessment, substance use treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to PLWH. The DSHS HOPWA Program currently limits the use of Supportive Service funds to Housing Case Management (HCM). Supportive Services may be provided in conjunction with HOPWA housing assistance or as a standalone service (Supportive Services Only).

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

A rental assistance service similar to the Housing Choice Voucher Program (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 is defined as a person who identifies with, or presents as, a gender that is different from the gender assigned to them at birth.

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

A facility-based housing assistance model that provides up to 24 cumulative months of non-portable facility-based rental assistance to households that are homeless or at risk of homelessness. Services allow households to prepare for permanent housing and develop individualized housing plans that culminate in permanent housing.

* + - **VAWA Internal Emergency Transfers**

An emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

* + - **VAWA External Emergency Transfers**

An emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process to reside in the new unit.

* + - **Veteran**

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

# Section 4. Program Purpose, Administration, and Overview

* 1. **Program Purpose**

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

* 1. **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 located outside of the six HOPWA-funded Metropolitan Statistical Areas: Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio. Therefore, the program targets less populated and non-urban 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 a combination of 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.

* 1. **Authorized Activities**

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

|  |  |
| --- | --- |
| * + 1. Tenant-Based Rental Assistance (TBRA)     2. Short-Term Rent, Mortgage, and Utility (STRMU)     3. Facility-Based Housing Assistance (FBHA)        1. Short-Term Supportive Housing (STSH)        2. Transitional Supportive Housing (TSH)     4. Permanent Housing Placement (PHP) | * + 1. Housing Case Management (HCM)     2. Housing Information Services (HIS)     3. Resource Identification (RI)     4. Project Sponsor Administration     5. Grantee Administration |

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

* 1. **AA Roles and Responsibilities**
     1. AAs must comply with all federal and state regulations, policies, standards, and guidelines as specified in the contract, the Texas Health and Human Services Uniform Terms and Conditions, and this manual.
     2. 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 pursuant to 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).
     3. 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.
     4. AAs must ensure that direct and indirect Project Sponsor administrative costs do not exceed seven percent of each Project Sponsor’s total program allocation.
     5. AAs must conduct programmatic and fiscal subcontract monitoring to ensure that Project Sponsors comply with all federal and state regulations, policies, standards, and guidelines, and to ensure that Project Sponsors implement the program efficiently, effectively, and properly in each HSDA.
     6. AAs must collaborate with Project Sponsors to develop local program policies as needed. Local policies:
        1. Should not conflict with federal and state regulations, policies, standards, and guidelines; and
        2. May address, but are 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.
     7. AAs must maintain programmatic and fiscal records for a four-year period to document compliance with federal and state regulations, policies, standards, and guidelines. AAs must also maintain the following:
        1. Current and accurate data on the race and ethnicity of program participants.
        2. Documentation of the actions the AA has taken to affirmatively further fair housing, pursuant to 24 CFR [§5.151](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-A/subject-group-ECFRb064b8192adda7c/section-5.151) and [§5.152](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-A/subject-group-ECFRb064b8192adda7c/section-5.152).
        3. Data on emergency transfers requested under [24 CFR §5.2005(e)](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2005#p-5.2005(e)), pertaining to survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
     8. 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 with respect to assisted activities, or who participates in a decision making process or gains inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. AAs should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, often part of an organization’s “code of conduct” for board, staff, and volunteers. DSHS advises AAs to assess and address conflicts of interest on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](https://www.dshs.texas.gov/hivstd/policy/policies/241-005.shtm).
  2. **Project Sponsor Roles and Responsibilities**
     1. Project Sponsors must comply with all federal and state regulations, policies, standards, and guidelines as specified in the subcontract, the Texas Health and Human Services Uniform Terms and Conditions, and this manual.
     2. Project Sponsors must manage program funds in compliance with HUD and DSHS regulations and charge costs to the appropriate contract (costs incurred in one contract year cannot be paid with funds from a different contract year). Current and historical spending data should be used for service planning purposes. Throughout the program year, Project Sponsors should monitor expenditures to prevent prematurely depleting their funds. For example, service allocations could be divided monthly (1/12). In this way, Project Sponsors could determine the balance of available funds based on over- or under-spending in a given month and adjust current spending accordingly.
     3. Project Sponsors must ensure direct and indirect administrative costs do not exceed seven percent of their total program allocation.
     4. Project Sponsors must implement the program efficiently, effectively, and properly in their HSDA(s).
     5. Project Sponsors must collaborate with their AA to develop local program policies as needed.
     6. Project Sponsors must maintain programmatic and fiscal records for a four-year period to document compliance with federal and state regulations, policies, standards, and guidelines. Project Sponsors must also maintain the following:
        1. Current and accurate data on the race and ethnicity of program participants.
        2. Documentation of the actions the Project Sponsor has taken to affirmatively further fair housing, pursuant to 24 CFR [§5.151](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-A/subject-group-ECFRb064b8192adda7c/section-5.151) and [§5.152](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-A/subject-group-ECFRb064b8192adda7c/section-5.152).
        3. Data on emergency transfers requested under [24 CFR §5.2005(e)](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2005#p-5.2005(e)), pertaining to survivors of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
     7. 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, then 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” who was 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](https://www.irs.gov/forms-pubs/about-form-w-9) and [1099-MISC](https://www.irs.gov/forms-pubs/about-form-1099-misc), as well as detailed instructions for completing each form, from the IRS [website](https://www.irs.gov/).

**NOTE:** DSHS Project Sponsors cannot pay clients directly.

* + 1. 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 with respect to assisted activities, or who participates in a decision making process or gains inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Project Sponsors should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, 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 on an annual basis. Additionally, the policy must comply with the DSHS HIV/STD Program Policies located [here](https://www.dshs.texas.gov/hivstd/policy/policies/241-005.shtm).
    2. 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.
    3. Project Sponsors cannot charge households with any fees other than rent.
    4. 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 to be paid or reimbursed with such funds) 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 for each property any environmental review required by §574.510. Project Sponsors must also carry out mitigating measures required by the responsible entity or select alternate eligible property.

**NOTE:** DSHS Project Sponsors cannot use DSHS HOPWA Program funds to acquire, rehabilitate, convert, repair, dispose of, demolish, or construct property. DSHS Project Sponsors may only undertake activities 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 proposed activity.

* 1. **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 *(if applicable)* |
| Procurement | Requiring application to HCVP/other affordable housing |
| Reallocations | Additional program eligibility criteria *(if applicable)* |
|  | Additional service requirements *(if applicable)* |
|  | STRMU, STSH, and other local service caps *(if applicable)* |
|  | 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] or Local Responsible Party [LRP], Privacy Liaison, etc.). The policy should explain measures the AA and Project Sponsor take to prevent unintentional disclosures, such as via agency logos or other identifying information on checks, letters, notifications, forms, envelopes, etc. that could imply a household member lives with HIV. For example, Project Sponsors could accomplish this by establishing a housing assistance checking account using a neutral account name such as “Housing Fund” or “Assistance Fund.” Additionally, the policy must comply with the [HOPWA Confidentiality User Guide](https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/) and the DSHS HIV/STD Section Security Policies and Procedures located [here](https://www.dshs.texas.gov/hivstd/policy/security.shtm).

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

Prior to exchanging confidential information with any other agency or entity, Project Sponsors must first secure a release of information from the client. There may be exceptions to client disclosure as required by law. 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 resign Form F annually at minimum. In the absence of 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.

* 1. **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](https://www.dshs.texas.gov/sites/default/files/hivstd/policy/policies/LRPHandbook.pdf) provides additional guidance on security, confidentiality, privacy incidents, and policies and procedures. LRP duties include, but are not limited to:

* + 1. Establishing appropriate policies and procedures for handling and releasing confidential information, as well as 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.
    2. Periodically reviewing security policies and procedures for efficacy.
    3. 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, etc.).
    4. Determining when personnel have a work-related need to view or handle confidential information.
    5. Maintaining lists of authorized personnel who may view or handle confidential information; have received all applicable confidentiality, privacy, and security trainings; and may access secure areas, network drives, and databases storing confidential information. The LRP updates these lists annually at minimum to ensure they remain current.
    6. Ensuring personnel permitted to view or handle confidential information have:
       1. 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.
       2. 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.
       3. 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.
    7. 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](https://www.dshs.texas.gov/hivstd/policy/policies/2011-04) policy.
    8. Completing and submitting all required reports on time.

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

* + 1. Computers and networks will meet DSHS security standards as certified by DSHS IT staff.
    2. DSHS system user account termination requests will be sent to DSHS within 1 business day of the notification of account termination.
    3. Secure data will be transferred electronically using the Texas Health Alert Network (TxHAN).
    4. A visitors’ log will be maintained for individuals entering secured areas and it will be reviewed by the LRP quarterly at minimum.
    5. DSHS system user account passwords must be changed at least every 90 calendar days.
    6. Portable devices used to store confidential data will be approved by the LRP and encrypted.
    7. Confidential data will be:
       1. Maintained in a secure area;
       2. Locked when not in use;
       3. Not left in plain sight; and
       4. 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 program information via pamphlets, fliers, or email lists. Project Sponsors must document how they share this information each program year.

* 1. **Sharing Program Information with Clients**

Project Sponsors should assess client housing needs during intake and routine medical, psychosocial, or other appointments. When a client requests housing assistance, the Project Sponsor should inform them of the program. At minimum, the information should include the types of housing assistance available; application process; 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.

* 1. **Application Office Location**

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

* 1. **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:

* + 1. **Regular Office Meetings**

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

* + 1. **Special Office Meetings**

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

* + 1. **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.

* + 1. **Remote Meetings**

Instead of a face-to-face meeting, a Project Sponsor may arrange a remote meeting via phone or secure audio/video streaming technology and households may submit applications and/or other relevant documentation via mail, fax, or secure electronic means. Project Sponsors using telemedicine, teledentistry, or telehealth platforms to offer remote meetings must do so in accordance with federal and state law and the [DSHS Guidance for the Use of Telemedicine and Telehealth for HIV Core and Support Services](https://www.dshs.state.tx.us/hivstd/taxonomy/telemedguidance.shtm).

* 1. **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](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp) or the HUD Exchange Fair Housing and Civil Rights [website](https://www.hudexchange.info/programs/fair-housing/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=f7067015af-FHEO-Landing-Page-Announcement-2023&utm_medium=email&utm_term=0_-f7067015af-%5BLIST_EMAIL_ID%5D). For fair housing outreach and marketing tools, visit HUD’s Fair Housing Marketing [website](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/marketing). To file a fair housing complaint with HUD, visit HUD’s File a Complaint [website](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint). For additional fair housing information and resources in Texas, visit the Texas Department of Housing and Community Affairs Fair Housing [website](https://www.tdhca.state.tx.us/fair-housing/index.htm).

* 1. **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 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. 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).

* 1. **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).

* 1. **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 a disability, and maintain evidence of implementation of the procedures.

* 1. **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 a person with a disability 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 space, as well as to common use spaces. Additionally, the design and construction of new multifamily housing with four or more units must accommodate individuals 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](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003#p-5.2003(Domestic%20violence)), [dating violence](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003#p-5.2003(Dating%20violence)), [sexual assault](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003#p-5.2003(Sexual%20assault)), or [stalking](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L/section-5.2003#p-5.2003(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. Forms that require a signature are available in Spanish. The forms allow both electronic and written signatures. Project Sponsors must enter their neutral program and/or fund name into each document before using them to attribute the documents to their programs and protect client confidentiality. As of this publication, the VAWA materials include:

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

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

* + 1. **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.

* + 1. **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.

* + 1. **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.

* + 1. **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:

* + - 1. Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
      2. Deny housing assistance and supportive services to the applicant or beneficiary;
      3. Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
      4. At the Project Sponsor's discretion, extend the 14-business-day deadline.
    1. **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:

* + - 1. The **VAWA Certification Form**, which:
         1. States that the applicant or beneficiary survived an incident of domestic violence, dating violence, sexual assault, or stalking;
         2. Describes the incident; and
         3. Includes the name of the accused perpetrator if known and safe to provide; or
      2. A document:
         1. 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;
         2. Signed by the applicant or beneficiary; and
         3. 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
      3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
      4. 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.

* + 1. **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.

* + 1. **Remedies**
       1. *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.

* + - 1. *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.
    1. **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:

* + - 1. A household member, guest, or other person under the control of the household perpetrates the criminal activity; and
      2. A beneficiary survives actual or threatened domestic violence, dating violence, sexual assault, or stalking.
    1. **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.

* + 1. **Limitations of VAWA Protections**
       1. 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.
       2. 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.
       3. 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.
       4. 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.
    2. **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.

* + 1. **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.

* + 1. **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](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint).

* 1. **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.

* 1. **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), §574.635, §35, and HUD CPD Notices [94-05](https://www.hudexchange.info/resource/2635/notice-cpd-94-05-implementation-fire-administration-authorization-act/) and [22-15](https://www.hudexchange.info/news/hud-issues-notice-cpd-22-15-carbon-monoxide-alarms-or-detectors-in-hopwa-assisted-housing/), assisted housing, including shared housing arrangements, must meet safety and sanitation standards and comply with applicable state and local housing codes, licensing provisions, and any other structural or operational requirements. Assisted housing must also meet all Habitability Standards, Lead Safe Housing Rules, Fire Safety Requirements, and Carbon Monoxide Safety Requirements. Housing assisted by TBRA or TSH require inspections. Housing assisted by STRMU or PHP do not require inspections, but households must certify their housing meets all standards and requirements. 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 all Housing Quality Standards (HQS). Project Sponsors complete **Form G: Housing Quality Standards Certification** before assisting housing and annual eligibility recertifications. Also, they 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 judgement.

* 1. **Habitability Standards**

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

* + 1. *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
    2. *Access*. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
    3. *Space and security*. Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
    4. *Interior air quality*. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
    5. *Water supply*. The water supply must be free from contamination at levels that threaten the health of individuals.
    6. *Thermal environment*. The housing must have adequate heating and/or cooling facilities in proper operating condition.
    7. *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
    8. *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
    9. *Sanitary condition*. The housing and any equipment must be maintained in sanitary condition.
  1. **Lead Safe Housing Rules**

The regulations for lead-based paint in 24 CFR §35, require certain responses to potential lead-based paint hazards. Unless otherwise [exempt](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1115), if the structure was built prior to 1978, a child under the age of six is [expected to reside](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) in the unit, and the property has a [deteriorated paint](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) surface inside or outside the structure, the property cannot be approved until the surface is [appropriately](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#sp24.1.35.b) [controlled](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) and [cleared](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11340). If a child under the age of six has an [elevated blood lead level](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110), see Appendix B: Lead Safe Housing Rules for additional instructions. Project Sponsors use the following criteria to determine if a property can be approved or is deficient:

* + 1. What year was the housing built or most recently rehabilitated?
    2. Will a child under the age of six or pregnant person reside in the housing?
    3. Is the household the resident owner of the housing?
    4. Will the household lease or sublease the housing from an owner?
    5. Is the housing assistance expected to continue for more than 100 cumulative days?

If the housing was built or most recently rehabilitated before 1978, the household is the resident owner of the housing, and the housing assistance is expected to continue for more than 100 cumulative days, then the Project Sponsor must provide a [“Protect Your Family from Lead in Your Home”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet to the household. If the housing was built or most recently rehabilitated before 1978, the household will lease or sublease the housing from an owner, and the housing assistance is expected to continue for more than 100 cumulative days, then the lessor and lessee must complete and attach the “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” ([English](https://www.hud.gov/sites/documents/DOC_12345.PDF) | [Spanish](https://www.hud.gov/sites/documents/DOC_12346.PDF)). Note, if the lease agreement already includes a comparable disclosure, then obtain and attach a copy of said disclosure. If the housing was built or most recently rehabilitated before 1978, a child under the age of six or pregnant person will reside in the housing, and the housing assistance is expected to continue for more than 100 cumulative days, then the Project Sponsor must [visually assess](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) the housing and review the applicable lead [hazard reduction requirements](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1100). Housing case managers that 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.

* 1. **Fire Safety Requirements**

The [Fire Administration Authorization Act of 1992](https://www.congress.gov/bill/102nd-congress/house-bill/2042/text) requires smoke detector installation. Smoke detectors must be installed in accordance with [National Fire Protection Association Standard 72](https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=72), or more stringent local policies as applicable. The housing must contain a single- or multi-station smoke detector; both inside and outside of sleeping areas; and on each occupiable level (including basements but excluding attics and crawl spaces). Detectors must be interconnected and audible, with accommodations for persons with sensory impairments. Detectors must be battery-operated or hardwired with battery backup. Owners must provide and maintain detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide detectors for mortgagers.

* 1. **Carbon Monoxide Safety Requirements**

The [Carbon Monoxide Alarms Leading Every Resident to Safety Act of 2019](https://www.congress.gov/bill/116th-congress/house-bill/1690/text) requires carbon monoxide detector installation in certain circumstances. Carbon monoxide detectors must be installed in accordance with chapters [9](https://codes.iccsafe.org/content/IFC2018P6/chapter-9-fire-protection-and-life-safety-systems#IFC2018P6_Ch09_Sec915) and [11](https://codes.iccsafe.org/content/IFC2018P6/chapter-11-construction-requirements-for-existing-buildings#IFC2018P6_Ch11_Sec1105) of the 2018 publication of the International Fire Code, or more stringent local policies as applicable. If equipped with combustion appliances or an attached garage, the housing must contain a single- or multi-station carbon monoxide detector; outside each sleeping area; inside sleeping areas with combustion appliances; and on each occupiable level (including basements but excluding attics and crawl spaces). Combustion appliances burn fuel for heating, cooking, or decorating (e.g., furnace, range, fireplace, etc.). Detectors must be interconnected and audible, with accommodations for persons with sensory impairments. Detectors must be battery-operated or hardwired with battery backup. Owners must provide and maintain detectors for renters. Project Sponsors may use local fire programs or hardware store donations to provide detectors for mortgagers.

* 1. **Remote and On-Site Inspections**

If a Project Sponsor must physically inspect a proposed unit for compliance with HQS, then they may conduct the initial inspection or annual re-inspection either on-site or remotely. Per [HUD CPD Notice 22-09](https://www.hud.gov/sites/dfiles/OCHCO/documents/2022-09cpdn.pdf), Project Sponsors may satisfy applicable physical inspection requirements through the use of a proxy who conducts a physical inspection on behalf of the Project Sponsor with the assistance of technology. The proxy can be an owner, property representative, participant household member, or any adult associated with the eventual tenancy of the unit. Physical inspections via proxy using video streaming technology pursuant to a written agreement maintained in the participant household’s record will satisfy the HQS physical inspection requirement. Project Sponsors that incorporate technology in their processes should also ensure the proxy has the equipment necessary to complete the HQS inspection. For example, the proxy may need the following:

* + 1. Tape measure;
    2. Lighting device, i.e., a flashlight;
    3. Circuit analyzer to test the low-voltage operation of electrical lines;
    4. Means to test smoke and carbon monoxide detectors;
    5. Temperature device for displaying the internal unit temperature;
    6. Smartphone or tablet that is fully charged and with a reliable internet connection.

Regardless of the use of technology to facilitate the HQS inspection, the Project Sponsor remains responsible for conducting the inspection and determining whether a condition violates HQS. In certain situations, the application of technology 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 in place to address such limitations.

# 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, etc.). Other long-term housing assistance programs include, but are not limited to:

* + 1. [HOPWA Project-Based Housing or Tenant-Based Rental Assistance](https://www.hudexchange.info/hopwa)
    2. [Housing Choice Voucher Program](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv)
    3. [Veterans Affairs Supportive Housing](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv/vash)
    4. [Continuum of Care](https://www.hudexchange.info/programs/coc/)
    5. [Public Housing](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph)
    6. [HOME Investment Partnerships Program](https://www.hudexchange.info/programs/home/)
    7. [Section 811 Supportive Housing for Persons with Disabilities](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/grants/section811ptl)
    8. [Section 202 Supportive Housing for the Elderly](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/progdesc/eld202)
    9. [Low-Income Housing Tax Credits](http://lihtc.huduser.gov/agency_list.htm)
    10. [United States Department of Agriculture Housing Assistance](http://www.usda.gov/wps/portal/usda/usdahome?navid=HOUSING_ASSISTA)
  1. **TBRA and TSH Requirements**
     1. **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.

* + 1. **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, and/or accept assistance as offered. This requirement helps reduce TBRA and FBHA waitlists and provide 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:

* + - 1. Client would have to move away from support systems important to their care or welfare;
      2. Client would have to move, but is too sick at the time to do so; or
      3. 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, and/or accept assistance as offered, they must follow local program policies and procedures for termination as set forth in Section 16. Termination.

* 1. **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 likely 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. Forms that require a signature are available in Spanish. The forms allow both electronic and written signatures.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Program Enrollment Forms** | | **English** | **Spanish** | **Format** |
|  | File Structure Checklist | Yes | No | 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 and/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 and/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 |

# Section 13. Program Eligibility

* 1. **Program Eligibility Criteria**

Project Sponsors determine whether applicant households meet the 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:

* + 1. At least one household member must live with HIV (24 CFR §574.3);
    2. Household annual income cannot exceed 80 percent of area median income per the household’s county of residence (24 CFR §574.3); and
    3. The household must reside in the Project Sponsor’s HSDA (DSHS requirement).
  1. **Establishing Additional Program Eligibility Criteria**

HUD permits Project Sponsors to establish additional program eligibility criteria as a means of prioritizing benefits to 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 any persons 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.

* 1. **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. Project Sponsors notify households of their eligibility (eligible or ineligible) in writing.

* + 1. **Proof of HIV seropositivity for at least one household member**

*(This documentation must predate the initial eligibility certification date.)*

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 continuously evolve. Project Sponsors should stay informed of advances as newer tests may also provide proof of HIV.

* + - 1. Positive result from HIV screening test (Multi-Spot, HIV 1/2 Combo Ab/Ag Enzyme Immunoassay [EIA]);
      2. Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NAAT);
      3. Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g., viral load test);
      4. Report of detectable HIV “viral load” that includes the name of the eligible individual;
      5. 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;
      6. A completed THMP Medical Certification Form signed by the physician; or
      7. A hospital discharge summary documenting that the eligible individual lives with HIV.
    1. **Proof of income for all household members aged 18 years old or older**

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

* + - 1. Per 24 CFR §5.609, income includes, but is not limited to:
         1. Gross wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
         2. Net income from operation of a business or from rental or real personal property
         3. Interest, dividends, and other net income of any kind for real personal property
         4. 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
         5. 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
         6. Temporary Assistance for Needy Families (TANF), including amounts designated for shelter and utilities
         7. Alimony, child support payments, and regular contributions from organizations or from persons not residing in the dwelling
         8. All regular pay, special pay, and allowances of a member of the Armed Forces except as provided in line 7 of Annual Income Exclusions.
      2. 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. Also, they complete Form C if household eligibility factors have changed.
      3. If any household member aged 18 years old 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**.
      4. The **Determining Household Annual Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.
    1. **Proof of current residency for all household members aged 18 years old or older**

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

* + - 1. 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.
      2. 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.
      3. 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.
      4. If any household member aged 18 years old or older reports that they do not have a fixed address or have attempted but cannot obtain third-party proof of current 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 in which they reside per their proof of residency. However, DSHS may make exceptions on a case-by-case basis, if justified and with advance written approval from DSHS.

* 1. **Annual and Interim Eligibility Recertifications**
     1. **Annual Eligibility Recertifications**

After an initial eligibility certification, Project Sponsors must recertify household eligibility annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual eligibility recertifications, households must provide proof of income and current residency per the Eligibility Confirmation and Documentation Requirements above. Also, households must complete all applicable program enrollment and service forms again.

* + 1. **Interim Eligibility Recertifications**

When household income, residency, or composition change during an annual eligibility period, Project Sponsors must recertify household eligibility. 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 **Form O: Interim Recertification Worksheet** if household income, residency, and/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.

* + - 1. *Change in Household Income.* The DSHS HOPWA Program defines a change in income as $200.00 or more per month to align with HUD’s [Occupancy Requirements of Subsidized Multifamily Housing Programs](https://www.hud.gov/program_offices/administration/hudclips/handbooks/hsgh/4350.3), (see Chapter 7: Recertification, Unit Transfers, and Gross Rent Changes, Section 2: Interim Recertification). Nonetheless, households may request an interim recertification for a change in income of any amount at any time during an annual eligibility period. Attach documentation of the change in income to Form O. This documentation must be complete and cover the 30 days immediately preceding the interim recertification date. If household annual income exceeds 80 percent of AMI, the household no longer meets the program eligibility criteria. Complete and attach Form I for TBRA or TSH households and Form C for all households.
      2. *Change in Household Residency.* Attach documentation of the change in residency to Form O. This documentation must be current as of the interim recertification date. 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 the program eligibility criteria. Complete and attach Forms H and I for TBRA or TSH households and Forms C and G for all households.
      3. *Change in Household Composition.* Attach eligibility documents for all new household members aged 18 years old or older to Form O. If the household does not include a household member living with HIV, the household no longer meets the 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 the 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 the 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, and service requirements, and their 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); and
* 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**
     1. The household can be housed or homeless;
     2. The gross rent of the unit must fall at or below the lower of the rent standard or the reasonable rent;
     3. At least one household member must be named on the current lease or utility bill; and
     4. The current lease must include a **VAWA Lease Addendum**.
  2. **To receive Short-Term Rent, Mortgage, and Utility (STRMU) services**
     1. The household must already be housed;
     2. The household must provide proof of a recent short-term emergency that jeopardizes housing stability;
     3. At least one household member must be named on the current lease, mortgage, or utility bill; and
     4. 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**
     1. The household must be homeless;
     2. 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**
     1. The household must be homeless/at risk of homelessness;
     2. The gross rent of the unit must fall at or below the lower of the rent standard or the reasonable rent;
     3. At least one household member must be named on the current lease or utility bill;
     4. The current lease must include a **VAWA Lease Addendum**; and
     5. The household can receive only 24 months of facility-based assistance (local Caps may apply).
  5. **To receive Permanent Housing Placement (PHP) services**
     1. The household can be housed or homeless;
     2. The household must locate housing; and
     3. At least one household member must be named on **Form L: PHP Intent to Lease Worksheet** for initial move-in costs.
  6. **To receive Housing Case Management (HCM) services**
     1. The household can be housed or homeless; and
     2. 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/last month’s rent; credit checks; utility deposits, hookup fees, and processing costs; security deposits** | Yes, first and/or last month’s rent, but not utility deposits, hookup fees, and processing costs; or security deposits. | No | No | Yes, first and/or last month’s rent, but not security deposits or utility deposits, hookup fees, and/or processing costs. | Yes. Total rent payment (security deposit + first and/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 and provided in the form of 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 and provided in the form of a utility reimbursement. | Yes, but only for utility deposits and hookup fees and processing costs. | No | No |
| **5. Information and/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, in the event of nonpayment, the household risks eviction or loss of housing. | 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 at the time of 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, including assistance for shared housing arrangements, in the private rental housing market 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. TBRA households that fail to apply for the HCVP and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with Other Affordable Housing Programs).

* 1. **Eligible Costs**
     1. **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:

1. Assessing housing status and needs
2. Collecting program eligibility documentation and qualifying households for services
3. Performing initial eligibility certifications and annual and interim eligibility recertifications
4. Referring ineligible households to other housing assistance services
5. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
6. Completing and distributing applicable VAWA materials
7. Collecting supporting documentation and attaching it to program forms when required or applicable
8. Traveling to proposed units to complete HQS inspections
9. Communicating with owners and utility companies about program requirements
10. Reviewing prospective leases to ensure that they include and exclude certain provisions
11. Requesting, issuing, and documenting payments
12. Documenting housing assistance and supportive service outcomes
13. Recordkeeping, logging time and effort, and maintaining case notes
    * 1. **Housing Assistance Costs**

TBRA only pays 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 households’ 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.

* 1. **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, etc.), Project Sponsors can pay such costs using PHP.

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

* 1. **Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional TBRA service requirements as a means of prioritizing benefits to 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 any persons 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 amount of time households can receive 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.

* 1. **Housing Status**

Households can be housed or homeless. 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 mortgagers.

* + 1. **Rent**

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

* + 1. **Utilities**

If a TBRA-assisted household qualifies for a utility reimbursement, then 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). To receive a utility reimbursement, 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 utility accounts 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.

* 1. **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 in a uniform, consistent, and non-discriminatory manner 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, then 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:

* + 1. Provide for the smallest number of bedrooms a household needs without overcrowding.
    2. Comply with space requirements under HQS.
    3. Include children temporarily away from the home because of placement in foster care.
    4. Treat a household consisting of only one pregnant person as a two-person household.
    5. Permit small children (less than two years of age) to share a one-bedroom with a single parent.
    6. Count any live-in aide (approved by the Project Sponsor to reside in the unit).
    7. 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](https://files.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf) 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 |

* 1. **Rent Standard and Rent Reasonableness**

HOPWA grantees that authorize rental assistance activities must have rent standards, which 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 are 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 typically publishes FMRs and SAFMRs in October of each year and makes them available [here](https://www.huduser.gov/portal/datasets/fmr.html). 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 the 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 located 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 basic utilities included in the rent paid to the owner; and
* The basic utilities paid separately in addition to the rent paid to the owner.

Project Sponsors select the household’s rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the 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 unit, the Project Sponsor will use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but selects a one-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit.

The current effective rent standard always applies to the initial rent standard examination for a proposed unit. If a rent standard increases, then the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, then the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold harmless the households occupying such units 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, then the household’s 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 gross rent of the proposed unit 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 gross rent of the proposed unit 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 gross rent of the proposed unit 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, etc.).
* *Amenities.* Compare to units with similar amenities (appliances, patios, etc.).
* *Location.* Compare to units in the same or similar areas.

If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then 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. Also, they 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.

* 1. **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, in some circumstances, make payments to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount equaling the higher of 1) 30 percent of the household’s monthly adjusted income as described in [24 CFR §5.611](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.611#p-5.611(a)), 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. Also, they complete Form I if household eligibility factors or rent have changed.

* 1. **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. In the event 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 in the form of a utility reimbursement. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the client of the amount paid to the utility vendor and maintain a copy of the notification in the household’s record.

* 1. **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 and/or assistance; how long each household has received TBRA services; whether the eligible individual has ever been prescribed antiretroviral therapy (ART); 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 | *Stable/Permanent Housing* |
| Other HOPWA housing assistance |
| Other non-HOPWA housing assistance |
| Private housing |
| Institutional arrangement expected to last more than six months |
| Institutional arrangement expected to last less than six months | *Temporarily Stable/Reduced Risk* |
| Transitional housing |
| Temporary housing | *Unstable Arrangements* |
| 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 |
| Death | *Life Event* |

### 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 health care, 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 efforts to restore self-sufficiency; develop job skills necessary for gainful employment; access public benefits; and/or enhance educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individualized housing plans also serve as documentation that Project Sponsors have met the requirements for ongoing assessments of housing assistance and supportive services in [24 CFR §574.500(b)(2)](https://www.ecfr.gov/current/title-24/subtitle-B/chapter-V/subchapter-C/part-574/subpart-F/section-574.500#p-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.

* 1. **Eligible Costs**
     1. **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:

1. Assessing housing status and needs
2. Collecting program eligibility documentation and qualifying households for services
3. Collecting evidence of the emergency/need for services and inability to pay housing costs
4. Performing initial eligibility certifications and annual and interim eligibility recertifications
5. Referring ineligible households to other housing assistance services
6. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K1, O, and P
7. Completing and distributing applicable VAWA materials
8. Collecting supporting documentation and attaching it to program forms when required or applicable
9. Traveling to proposed units to complete HQS inspections (if necessary)
10. Communicating with owners and mortgage and utility companies about program requirements
11. Requesting, issuing, and documenting payments
12. Documenting housing assistance and supportive service outcomes
13. Recordkeeping, logging time and effort, and maintaining case notes
    * 1. **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, in the event of nonpayment, the household risks eviction or loss of housing. 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.

* 1. **Ineligible Costs**

STRMU cannot assist households that already receive 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 own homes by preventing eviction or loss of housing. Accordingly, STRMU can only assist currently housed households as an intervention 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, etc.). 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 at the same time (i.e., TBRA, STRMU, and FBHA service periods cannot overlap).

* 1. **Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional STRMU service requirements as a means of prioritizing benefits to 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 any persons 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 .

* 1. **Housing Status**

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

* + 1. **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, then 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:

1. 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.
2. Late payment notices or any other written communications from the owner to the household.
3. If not named on the lease, written confirmation from the owner that the household legally resides in the unit.
   * 1. **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 period of assistance ends.

STRMU mortgage assistance includes costs for principal and interest. STRMU mortgage assistance may also include the following additional costs if included in the monthly mortgage statement and held in escrow: Property taxes; special assessments (if applicable); condo fees; and flood, fire, or other hazard insurance premiums. STRMU cannot assist with these additional costs if excluded from the monthly mortgage statement. Other forms of assistance, such as homeownership programs, may provide alternative forms of 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. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, among others) may lead homeowners to foreclosure and eviction. STRMU provides short-term mortgage payments regardless of priority (i.e., the first or second mortgages) to minimize the threat of homelessness for an adequately housed household.

* + 1. **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 utility accounts 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.

* 1. **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 cannot be paid or reimbursed by other available resources. To qualify for STRMU, households must demonstrate that they lack the resources to pay their rent, mortgage, or utility costs and that they 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 actual housing costs using leases, default or late payment notices, utility bills, account ledgers, etc.;
* Verify that households lack other resources, such as income or savings, to address the unmet need; and

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:

* + 1. A record of actual monthly bills for recurring costs, and evidence of the limited nature of household income along with limited available financial resources (i.e., bank account balances).
    2. A housing case manager’s assessment of “need” which includes a variety of elements such as current, previous, and future month’s financial situation, employment and benefits status, and HIV health-related conditions.

|  |  |
| --- | --- |
| **STRMU: Examples of Need** | |
| **Acceptable:** | **Unacceptable:** |
| * 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 health care costs | * Credit card debt for expenditures of a personal nature such as vacations, holiday gifts, home furnishings, personal grooming, pets etc. * 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 potentially help avoid or reduce late fees.

**NOTE:** Each request for STRMU services requires adequate justification.

* 1. **STRMU Caps**

Project Sponsors may choose to implement annual STRMU payment and/or time caps as needed based on availability of HOPWA funds, clients’ needs, and waitlists. The payment cap means a specific dollar limit and the time cap means a specific alternate number of days. Project Sponsors must collaborate with their AA to develop a STRMU cap policy. Project Sponsors must apply the cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, 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). If a Project Sponsor establishes a cap, the total STRMU assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 21-week limit. The 21-week limit always supersedes an established cap.

* 1. **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 assure 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 begin on April 1 and end on March 31 of the following year. If the same household receives STRMU utility assistance for utility arrears accrued prior to April 1, the eligible STRMU period would begin on the earliest utility metering period date that the assistance covers.

* 1. **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 an annual STRMU payment and/or time cap, the total STRMU assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 147-day limit. The 147-day limit always supersedes an established cap.

* + 1. **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.

* + 1. **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 to 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.

* 1. **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, and/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 contributions made by a household towards their rent, mortgage, and/or utility 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.

* 1. **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 and/or assistance; and each household’s STRMU history. Outcome categories include:

|  |  |
| --- | --- |
| **Household Status** | **Outcome** |
| Continued to the next year | *Stable/Permanent Housing* |
| Other HOPWA housing assistance |
| Other non-HOPWA housing assistance |
| Private housing |
| Institutional arrangement expected to last more than six months |
| Institutional arrangement expected to last less than six months | *Temporarily Stable/Reduced Risk* |
| Likely to need additional STRMU to maintain current housing arrangements |
| Transitional housing |
| Temporary housing | *Unstable Arrangements* |
| 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 |
| Death | *Life Event* |

### 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); and
  + Permanent Supportive Housing (PSH).

PSH facilities provide for continued residency as established by a lease or occupancy agreement and enable households to live as independently as possible. Unlike PSH facilities, STSH and TSH facilities provide for term- or service- limited residency. STSH facilities provide temporary shelters to households experiencing homelessness as a bridge to permanent housing. TSH facilities allows households an opportunity to prepare for permanent housing and develop individualized housing plans that culminate 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 such institutional settings. Households receiving FBHA services ought to need some level of supportive services to maintain stability and receive appropriate levels of care. Project Sponsors must have expertise in program and property management and 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.

1. **Approvals and Certifications**
2. **Approvals**

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

1. **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:

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

* 1. **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 and/or assistance; and how long each household has received FBHA services. Outcome categories include:

|  |  |
| --- | --- |
| **Household Status** | **Outcome** |
| Continued to the next year | *Stable/Permanent Housing* |
| Other HOPWA housing assistance |
| Other non-HOPWA housing assistance |
| Private housing |
| Institutional arrangement expected to last more than six months |
| Institutional arrangement expected to last less than six months | *Temporarily Stable/Reduced Risk* |
| Transitional housing |
| Temporary housing | *Unstable Arrangements* |
| 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 |
| Death | *Life Event* |

#### 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 both short- and long-term needs and culminate 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 households’ 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.

* 1. **Eligible Costs**
     1. **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:

1. Assessing housing status and needs
2. Collecting program eligibility documentation and qualifying households for services
3. Performing initial eligibility certifications and annual and interim eligibility recertifications
4. Referring ineligible households to other housing assistance services
5. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, K2, O, and P
6. Completing and distributing applicable VAWA materials
7. Collecting supporting documentation and attaching it to program forms when required or applicable
8. Traveling to proposed units to complete HQS inspections
9. Communicating with temporary shelter vendors about program requirements
10. Requesting, issuing, and documenting payments
11. Documenting housing assistance and supportive service outcomes
12. Recordkeeping, logging time and effort, and maintaining case notes
    * 1. **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 they have identified subsequent rental housing not immediately available for move-in. In this context, necessary minimum costs means those that 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 the use of 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.

* + 1. *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, etc., but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](https://www.hudexchange.info/resource/3197/guidance-categorizing-activity-as-maintenance-environmental-regulations-24-cfr-parts-50-and-58/) 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.
    2. *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).
  1. **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, etc.), Project Sponsors can pay such costs using PHP. STSH cannot pay for any costs beyond those necessary to accessing and occupying a temporary shelter (e.g., hotel room service).

* 1. **Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional STSH service requirements as a means of prioritizing benefits to 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 any persons 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.

* 1. **Housing Status**

Households must be [homeless](https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members aged 18 years old 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.

* 1. **Facility Requirements**

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

* 1. **STSH Caps**

Project Sponsors may choose to implement six-month STSH payment and/or time caps as needed based on availability of HOPWA funds, clients’ needs, and waitlists. The payment cap means a specific dollar limit and the time cap means a specific alternate number of nights. Project Sponsors must collaborate with their AA to develop an STSH cap policy. Project Sponsors must apply the cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a cap, 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). If a Project Sponsor establishes a cap, the total STSH assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 60-day limit. The 60-day limit always supersedes an established cap.

* 1. **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 assure 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 begins on the first day of accrued costs paid by STSH. At the end of this six-month period, the next six-month period may begin 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 begin on November 9 and end on May 8.

* 1. **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 days of accrued costs in a six-month period. If a Project Sponsor establishes a six-month STSH payment and/or time cap, the total STSH assistance provided to a household cannot exceed the cap. If a household reaches a cap, the assistance attributes to the entire 60-night period. The 60-night limit always supersedes an established cap.

* + 1. **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.

* + 1. **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 and it does not require Project Sponsors to levy occupancy charges.

* 1. **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 contributions made by a household 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 households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. Services allow households to prepare for permanent housing and develop individualized housing plans that culminate 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. TSH households that fail to apply for the HCVP and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Section 11. Linkage with Other Affordable Housing Programs).

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

* 1. **Eligible Costs**
     1. **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:

1. Assessing housing status and needs
2. Collecting program eligibility documentation and qualifying households for services
3. Performing initial eligibility certifications and annual and interim eligibility recertifications
4. Referring ineligible households to other housing assistance services
5. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, H, I, J, O, and P
6. Completing and distributing applicable VAWA materials
7. Collecting supporting documentation and attaching it to program forms when required or applicable
8. Traveling to proposed units to complete HQS inspections
9. Communicating with owners and utility companies about program requirements
10. Reviewing prospective leases to ensure that they include and exclude certain provisions
11. Requesting, issuing, and documenting payments
12. Documenting housing assistance and supportive service outcomes
13. Recordkeeping, logging time and effort, and maintaining case notes
    * 1. **Housing Assistance Costs**

TSH only pays 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 households’ 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.

* + 1. *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.
    2. *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.
    3. *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, etc., but not for staff delivering Supportive Services, such as housing case managers), equipment, supplies, and other incidental costs (for example, certain legal costs). [Maintenance](https://www.hudexchange.info/resource/3197/guidance-categorizing-activity-as-maintenance-environmental-regulations-24-cfr-parts-50-and-58/) 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.
  1. **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, etc.), Project Sponsors can pay such costs using PHP.

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

* 1. **Establishing Additional Service Requirements**

HUD permits Project Sponsors to establish additional TSH service requirements as a means of prioritizing benefits to 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 any persons 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 cap on the number of months households can receive 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.

* 1. **Housing Status**

Households must be [homeless](https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/) or [at risk of homelessness](https://www.hudexchange.info/resource/1975/criteria-for-definition-of-at-risk-of-homelessness/) as defined by HUD. If a household informs a Project Sponsor they are homeless, all household members aged 18 years old or older complete and sign **Form B: Self-Declaration of Residency**, 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.

* + 1. **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, then 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).

* + 1. **Utilities**

If a TSH-assisted household qualifies for a utility reimbursement, then 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). To receive a utility reimbursement, 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 utility accounts 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.

* 1. **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 in a uniform, consistent, and non-discriminatory manner 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, then 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:

* + 1. Provide for the smallest number of bedrooms a household needs without overcrowding.
    2. Comply with space requirements under HQS.
    3. Include children temporarily away from the home because of placement in foster care.
    4. Treat a household consisting of only one pregnant person as a two-person household.
    5. Permit small children (less than two years of age) to share a one-bedroom with a single parent.
    6. Count any live-in aide (approved by the Project Sponsor to reside in the unit).
    7. 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](https://files.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf) 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 |

* 1. **Rent Standard and Rent Reasonableness**

HOPWA grantees that authorize rental assistance activities must have rent standards, which 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 are 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 typically publishes FMRs and SAFMRs in October of each year and makes them available [here](https://www.huduser.gov/portal/datasets/fmr.html). 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 located 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 basic utilities included in the rent paid to the owner; and
* The basic utilities paid separately in addition to the rent paid to the owner.

Project Sponsors select the household’s rent standard by referring to the Occupancy Standards (see 6. Occupancy Standards above), determining the 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 unit, the Project Sponsor will use the rent standard for a one-bedroom unit. Similarly, if a household qualifies for a two-bedroom unit, but selects a one-bedroom unit, the Project Sponsor will use the rent standard for a one-bedroom unit.

The current effective rent standard always applies to the initial rent standard examination for a proposed unit. If a rent standard increases, then the higher rent standard will apply to current units at the next interim or annual rent standard reexamination. If a rent standard decreases, then the lower rent standard will not apply to current units already approved under the higher rent standard. Project Sponsors will hold harmless the households occupying such units 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, then the household’s rent standard will depend on their new authorized unit size and the current effective rent standard at the next annual rent standard reexamination.

Per 24 §CFR 574.320 (a)(3), the gross rent of the proposed unit 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 gross rent of the proposed unit 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 gross rent of the proposed unit 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, etc.).
* *Amenities.* Compare to units with similar amenities (appliances, patios, etc.).
* *Location.* Compare to units in the same or similar areas.

If the gross rent of the proposed unit 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. Also, they 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.

* 1. **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, in some circumstances, make payments to utility vendors in the form of a utility reimbursement. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount equaling the higher of 1) 30 percent of the household’s monthly adjusted income as described in [24 CFR §5.611](https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.611#p-5.611(a)), 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. Also, they complete Form I if household eligibility factors or rent have changed.

* 1. **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. In the event 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 in the form of a utility reimbursement. Failure to provide a reimbursement of this amount would violate 24 CFR §574.310(d). Per 24 CFR §982.514, Project Sponsors must notify the 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, maintained either on their own or with the help of ongoing rental assistance. Project Sponsors can use PHP as a standalone service or in conjunction with other HOPWA or non-HOPWA housing assistance services.

* 1. **Eligible Costs**
     1. **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:

1. Assessing housing status and needs
2. Collecting program eligibility documentation and qualifying households for PHP services
3. Performing initial eligibility certifications and annual and interim eligibility recertifications
4. Referring ineligible households to other housing assistance services
5. Completing the File Structure Checklist and Forms A, B, C, D, E, F, G, L, O, and P
6. Completing and distributing applicable VAWA materials
7. Collecting supporting documentation and attaching it to program forms when required or applicable
8. Traveling to proposed units to complete HQS inspections (if necessary)
9. Communicating with owners and utility companies about program requirements
10. Providing tenant counseling
11. Assisting households with unit searches and securing rental units that meet program requirements
12. Helping households understand leases, establish utility services, and make moving arrangements
13. Mediating tenant and/or owner issues that may arise while placing households in new units
14. Requesting, issuing, and documenting payments
15. Documenting housing assistance and supportive service outcomes
16. Recordkeeping, logging time and effort, and maintaining case notes
    * 1. **Housing Assistance Costs**

Eligible PHP housing assistance costs include: Application fees charged by owners/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); 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 and/or last month’s rent or prorated rent (when 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/or 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, inquires, and insurance. Also, the cap does not apply to assistance for utility deposits, utility hookup fees, and utility arrears.

* 1. **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 mortgagers); 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, such as moving trucks or hired movers. PHP cannot pay for the first and/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 to the household’s rental history.

* 1. **Housing Status**

Households can be housed or homeless. PHP helps both housed and homeless households access, secure, and establish a permanent residence, maintained either on their own or with the help of 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 issue a payment to 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 for the deposit.

* 1. **Security and Utility Deposit Tracking**

If an owner or utility vendor fully or partially refund a security or utility deposit when the assisted household leaves a unit, they must return it to the Project Sponsor (see Appendix C: Permanent Housing Placement Accounting Guidelines). 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. 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.

* 1. **Additional DSHS Requirements**

Before providing PHP services, Project Sponsors must:

* + 1. 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](mailto:hivstdreport.tech@dshs.state.tx.us) on behalf of Project Sponsors for approval;
    2. Obtain accounting technical assistance from the DSHS Fiscal Support and Oversight (FSO) Unit;
    3. Follow the DSHS Accounting Guidelines for documenting PHP services (Appendix C: Permanent Housing Placement Accounting Guidelines); and
    4. 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](mailto:hivstdreport.tech@dshs.state.tx.us) on behalf of Project Sponsors for approval.
  1. **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 and/or assistance. Outcome categories include:

|  |  |
| --- | --- |
| **Household Status** | **Outcome** |
| Other HOPWA housing assistance | *Stable/Permanent Housing* |
| Other non-HOPWA housing assistance |
| Private housing without housing assistance |

### 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 when 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 in conjunction with HOPWA housing assistance services (TBRA, STRMU, FBHA, and PHP) or as a standalone service (Supportive Services Only). The DSHS HOPWA Program currently limits the use of Supportive Service funds 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 must make available adequate supportive services to these households. At their discretion, Project Sponsors may provide HOPWA-funded or leveraged supportive services directly and connect participant households with other supportive services available in the community.

Per HUD’s [HOPWA Rental Assistance Guidebook](https://www.hudexchange.info/resource/2818/hopwa-rental-assistance-guidebook/) (pages 36 – 37), HCM plays a vital role in HOPWA Supportive Services and effective implementation of HCM can contribute to successful program outcomes for housing stability and access to care. “Housing case management” primarily centers around matters related to housing issues, including housing options, stability, and goals. The core functions of HCM should include engagement, assessment, goal-setting, service coordination, and discharge planning. All Project Sponsors should make HCM available to households and encourage households to make use of this service. The intensity or level of housing case management that a Project Sponsor provides to a household will depend on the household’s assessed level of need.

* 1. **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:

1. Assessing housing status, primary housing barriers, and other needs
2. Collecting program eligibility documentation and qualifying households for services
3. Performing initial eligibility certifications and annual and interim eligibility recertifications
4. Referring ineligible households to other supportive services
5. Completing the File Structure Checklist and Forms A, B, C, D, E, F, M, N, O, and P
6. Completing and distributing applicable VAWA materials
7. Traveling to meet with households
8. Communicating with owners and mortgage and utility companies about program requirements
9. Assessing an eligible individual’s need for medical care
10. Coordinating referrals and services for housing, medical care, and other mainstream benefits
11. Budgeting with households and assessing options to increase income/decrease expenses
12. Developing, implementing, and maintaining individualized housing plans with regular updates
13. Evaluating and reevaluating progress made toward housing plan goals and tasks
14. Case-conferencing
15. Documenting housing assistance and supportive service outcomes
16. Recordkeeping, logging time and effort, and maintaining case notes

Project Sponsors may leverage housing case management costs using an alternate funding source (e.g., Ryan White Housing Services). HCM should be provided in accordance with the DSHS Ryan White Part B Case Management Standards from the [HIV Core and Support Service Categories](https://www.dshs.state.tx.us/hivstd/taxonomy/default.shtm).

* 1. **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.

* 1. **Housing Status**

Households can be housed or homeless.

* 1. **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 complete **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 health care and supportive services. The plan should promote housing stability without fostering long-term dependency on program services. As such, Project Sponsors should document their efforts to assist households locate other housing assistance. Individualized housing plans should note the responsible parties for specific tasks or interventions based on the needs of the household. 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:** Use of Forms M and N are optional – Project Sponsors may use their preferred budgeting form and housing plan form. Alternate budget and/or housing plan forms should contain similar levels of detail.

For example, a Project Sponsor could work with TBRA-assisted households to develop a plan that safeguards against future crises, identifies 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 so they 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 better understand recent spending and determine current available financial resources. The plan, with the budget, could address money management issues (particularly if housing instability relates to poor money management practices, such as the use of credit cards or cash for non-essential items or entertainment activities). Households can also use Form M to plan and prioritize future expenditures in the interest of promoting financial stability.

* 1. **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 and should be performed by a certified housing counseling agency. Also, the content and process of housing counseling must meet the standards outlined in 24 CFR §214.

**NOTE:** Counseling, information, and referral activities 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.

1. **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:

* 1. Exploring households’ housing status, barriers, and needs;
  2. Searching for and referring households to available and appropriate housing or shelter;
  3. Providing services that assist with locating, acquiring, financing, and maintaining housing;
  4. Advocating on behalf of households with housing barriers;
  5. Delivering qualified housing counseling, fair housing guidance, and landlord/tenant mediation;
  6. Hiring consultants or other contractors for specialized housing information services;
  7. Navigating and linking households to housing assistance and supportive services continuums of care;
  8. Responding to housing information inquiries from housing assistance and supportive services providers;
  9. Organizing or collaborating with local resource fairs to provide housing information;
  10. Holding housing information classes or presentations on the following topics:
      1. Owner and tenant responsibilities,
      2. Disclosure of rental, credit, and/or criminal history to owners,
      3. Budgets and financial management,
      4. Leases and contracts,
      5. Fair housing and reasonable accommodations,
      6. Safety and sanitation, and
      7. Other topics with advance written approval from the AA; and
  11. Other activities with advance written approval from DSHS.

1. **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 bear a resemblance to those under HCM and PHP, HIS, by comparison, should be brief, limited in scope, and require 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 clearly 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.

1. **Exceptions to General Program Protocols**

DSHS authorizes the following exceptions to general program protocols for HIS:

1. **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.

1. **Exceptions to Eligibility Confirmation and Documentation Requirements**

Project Sponsors do not need to obtain proof of income and current residency for all household members aged 18 years old 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 as proof of HIV seropositivity depends on whether the activity provides generalized or individualized services.

1. *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 may be named or anonymous and do not require signatures, ensuring minimal barriers to accessing generalized services.
2. *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, Project Sponsors may require these documents if they would improve the utility or efficacy of individualized services. If a Project Sponsor establishes additional documentation requirements, they must apply them in a uniform, consistent, and non-discriminatory manner.

1. **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 and/or procedures and program forms and/or 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 and/or referral outcome of the service transaction. Or, if a Project Sponsor holds individualized classes on the topic of landlord and tenant responsibilities, the Project Sponsor could develop a mechanism that 1) tracks the number of participant households, 2) confidentially obtains proof of HIV seropositivity for at least one household member from each participant household, 3) secures participant household consent for services and/or consent to release and/or obtain confidential information as necessary, and 4) notes the purpose and content of the service transaction.

Additionally, Project Sponsors 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. Self-declarations may be verbal or written, completed by a PLWH or any other member of a household that includes a PLWH, and named or anonymous.

1. **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 housing information services the Project Sponsor will provide; how the Project Sponsor will collect proof of HIV seropositivity; the types of additional documentation the Project Sponsor will require (if any) to improve the utility or efficacy of the service; whether their services will be generalized and/or individualized; affirmative outreach and marketing; recordkeeping; the budget and anticipated costs; etc. 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).

1. **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 may be used 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. Note, 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 an appropriate rate and incorporate the 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.

1. **Ineligible Costs**

While Resource Identification provides a broad and flexible range of possible activities, these activities must focus on establishing, coordinating, and developing housing assistance resources for eligible households, not placing or steering 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.

1. **Resource Identification Activities**

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

1. **Housing Resource Development**
   1. Outreach and relationship-building with housing owners
   2. Identifying and tracking housing resources and vacancies
   3. Developing an inventory of current housing assistance and supportive services available to PLWH
   4. Leveraging mainstream housing for PLWH
   5. Establishing and/or maintaining housing information websites
   6. Creating housing information brochures and other distributable materials
   7. Other activities with advance written approval from DSHS
2. **Housing Research and Needs Assessment**
   1. Collecting and/or analyzing local HIV housing-related quantitative and/or qualitative data
   2. Funding client housing surveys or partnering on Ryan White needs assessment surveys
   3. Conducting housing market studies
   4. Facilitating client focus groups on housing and collecting and/or analyzing qualitative data
   5. Conducting voluntary consumer satisfaction surveys for housing assistance and supportive services
   6. Hiring consultants or other contractors to perform HIV housing needs assessments
   7. Illustrating overall engagement in care by PLWH receiving housing assistance services
   8. Benchmarking against national- and community-level HIV housing and care continuums
   9. Identifying successes and gaps in care experienced by PLWH receiving housing assistance services
   10. Evaluating housing programs and service outcomes
   11. Offering reasonable stipends or other incentives to PLWH who participate in research/assessments
   12. Other activities with advance written approval from DSHS
3. **Housing Systems Coordination**
   1. Creating and/or leading collaborative efforts (e.g., housing and healthcare)
   2. Coordinating housing assistance and supportive services efforts across providers
   3. Implementing system and/or service enhancements to improve health outcomes
   4. Aligning housing systems with national initiatives
   5. Interfacing with Public Housing Agencies
   6. Informing policymakers about program development
   7. Building and/or maintaining a housing care continuum for PLWH
   8. Holding periodic collaborative housing and healthcare service provider meetings
   9. Participating in Ryan White, Continuum of Care, Texas HIV Syndicate, and other planning bodies
   10. Other activities with advance written approval from DSHS
4. **HUD-Approved HOPWA-Related Training**
   1. 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 and should include a statement explaining the necessity of the project; a work plan and timeline with specific project activities; an implementation strategy and/or methodology; a budget with anticipated project costs; and a statement on the intended impact of the project for PLWH. AAs will consider project proposals, with DSHS oversight, on a case-by-case basis. 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 impact of the project, 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.

1. **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; etc. 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 3 percent of each annual grant amount for its own 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 7 percent of the portion of the grant amount they receive. Examples of administrative activities include, but are not limited to:

1. Facilitating staff meetings and employee evaluations
2. Compiling, preparing, and evaluating data
3. Completing programmatic and fiscal reports
4. Compiling expenditures and requesting reimbursements
5. Keeping adequate programmatic and fiscal records
6. Preparing, performing, and documenting programmatic and fiscal monitoring
7. Initiating, implementing, and completing corrective actions
8. Recruiting and onboarding staff to undertake and/or manage HOPWA activities
9. Addressing the concerns and grievances of applicant and participant households
10. Procuring goods and services
11. Preparing budget justifications and allocating and/or reallocating funds
12. Setting and/or adjusting objectives, goals, and targets
13. Reviewing service delivery systems and utilization to identify trends and gaps
14. Providing training and/or technical assistance
15. Developing and/or revising policies and/or procedures
16. Consulting with agencies to resolve issues, identify training needs, and enhance program effectiveness
17. **Ineligible Costs**

Do not allocate personnel costs under Administration when they belong under another program activity. Some activities may seem administrative when 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, etc.) would fall under TBRA or TSH. Similarly, personnel costs for time spent supervising staff who deliver services (e.g., case-conferencing, etc.) would also fall under the appropriate programmatic activity.

Staff time may split between programmatic and administrative activities depending on the tasks they perform. 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 record their activities in sufficient detail to document them as allowable programmatic or administrative costs. Do not bill costs associated with the delivery of 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 of their activities to avoid unnecessarily allocating and billing non-administrative indirect costs to Administration.

1. **Allocation of AA Administrative Costs**

The sum of DSHS and AA administrative costs cannot exceed 3 percent of each annual grant amount. After DSHS calculates the 3 percent grantee administrative cap and the amount needed for DSHS direct and indirect administrative costs, DSHS will allocate the remaining funds to HSDAs via 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 own administrative costs. No AA administrative cost cap shall equal less than $10,000. Therefore, if these calculations would result in any AA receiving less than $10,000, the amount allocated to this AA will increase to $10,000 and the allocations to AAs in excess of $10,000 will proportionately decrease by the amount of the increase. Note, an AA will not receive separate or additional funding for Grantee Administration. If an AA allocates funds for AA 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 another means of communication (e.g., email, etc.).

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

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

If a household requested VAWA protections from a Project Sponsor and the Project Sponsor requested documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household’s 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 *(this documentation must be current and predate service dates)* |
| Owner IRS Form W-9(s) |
| VAWA Written Request for Documentation, Documentation, and/or Emergency Transfer Form *(if applicable)* |

# Section 16. Termination

Project Sponsors complete **Form P: Service Outcome Assessment and Program Disenrollment Worksheet** when terminating an assisted household from the program. Potential reasons for termination include:

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

Per 24 CFR §574.310(2), “Violation of requirements,” households may face termination from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). 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 be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - Providing prompt written notification of the final decision to the household.

# Section 17. Reasonable Absences from Assisted Housing

Per 24 CFR §982.312, participant households may be absent from their unit 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 health care, etc. For longer absences, Project Sponsors should establish a policy on how long households may be absent from their assisted unit. HUD has provided a [sample “HOPWA Absence from Unit Policy”](https://www.hudexchange.info/resource/1844/absence-from-unit-policy-hopwa-program-draft-sample/) 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 may be absent, and for how long. The policy could also address resumption of assistance after an absence, including re-enrollment in the program. However, households cannot be absent from their unit for a period of 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 in accordance with 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 hospice/long-term health care, Project Sponsors must provide surviving and remaining household members a reasonable grace period to establish eligibility for the DSHS HOPWA Program, establish eligibility for another housing program, or find alternative housing.

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

* Notify 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; and
* 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 hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), but expected to eventually return to the unit, see Section 17. Reasonable Absences from Assisted Housing.

* 1. **TBRA and/or TSH Services**

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

* 1. **STRMU and/or STSH Services**

The minimum grace period for households receiving STRMU or STSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in substance use treatment, or entered hospice/long-term health care. The maximum grace period cannot exceed the 21-week limit for STRMU services or the 60-night limit for STSH services.

* 1. **Supportive Services**

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

* 1. **Roommates and Other Households**

In shared housing arrangements, where two or more unrelated households voluntarily live together in a unit, grace periods may be extended only 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 in a timely manner. Additionally, AAs must submit Exhibit A to report Semi-Annual and Annual expenditures for their Project Sponsors. AAs email reports for each HSDA to [HIVSTDReport.Tech@dshs.texas.gov](mailto:HIVSTDReport.Tech@dshs.texas.gov) and CC 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. The AA and Project Sponsor versions of the PPR and the AA Exhibit A are located [here](https://www.dshs.texas.gov/hivstd/hopwa/).

|  |  |  |  |
| --- | --- | --- | --- |
| **Semi-Annual and Annual Program Progress Reports and Exhibit A** | | | **Due to DSHS** |
| Period 1 (P1) | Semi-Annual | Covers 09/01/22 – 02/28/23 | 03/31/23 |
| Period 2 (P2) | Annual | Covers 09/01/22 – 08/31/23 (Cumulative) | 10/15/23 |

* 1. **Exhibit B**

AAs must submit Exhibit B to DSHS with each voucher for reimbursement submitted. AAs email Exhibit B to [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov); [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov); and [HIVVSF@dshs.texas.gov](mailto:HIVVSF@dshs.texas.gov) and CC the DSHS HOPWA Coordinator. DSHS uses Exhibit B data to track and review program expenditures by AA, Project Sponsor, and activity category. Additionally, DSHS uses Exhibit B data to report expenditures in HUD’s Integrated Disbursement and Information System (IDIS) database. Bill direct activity delivery costs (e.g., staff costs, etc.) to the associated activity category budget line item. Do not bill costs associated with the delivery of 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.

* 1. **Financial Status Reports**

AAs must submit Financial Status Reports (FSRs) to DSHS on a semi-annual basis. AAs email FSRs to [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) and CC the DSHS HOPWA Coordinator.

|  |  |  |
| --- | --- | --- |
| **Financial Status Reports** | | **Due to DSHS** |
| FSR 1 | Covers 09/01/22 – 02/28/23 | 03/31/23 |
| FSR 2 | Covers 03/01/23 – 08/31/23 | 10/15/23 |

* 1. **Reallocation Requests**

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

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

* 1. **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(s) 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 term or 2) a change of any amount in the equipment and/or indirect costs budget categories during the contract term.

AAs must contact their assigned Contract Manager and the DSHS HOPWA Coordinator to request a categorical budget change. The Contract Manager will provide a Request for Budget Change Form to the AA. 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, upon receipt of which, CMS will incorporate the revised budget into their contract. AAs must submit all categorical budget change requests no later than 30 calendar days prior to the last day of the contract term; or with prior program approval, no later than 30 days after the expiration of a contract.

* 1. **Project Sponsor Data Sheets**

DSHS uses Project Sponsor Data Sheets (Appendix E) to collect required Project Sponsor information for IDIS. Project Sponsor Data Sheets are due no later than the first day of each program year and must be updated annually at minimum. AAs must email Data Sheets for each HSDA to [HIVSTDReport.tech@dshs.texas.gov](mailto:HIVSTDReport.tech@dshs.texas.gov) and CC the DSHS HOPWA Coordinator.

1. **Program Monitoring**
2. **Policies and Procedures**

Contract monitoring systematically reviews a contractor’s records, business processes, deliverables, and activities to ensure compliance with the terms and conditions of the contract. In addition to following the contract monitoring policy and procedures set forth in the [Texas Health and Human Services Contract Management Handbook](https://www.hhs.texas.gov/sites/default/files/documents/laws-regulations/handbooks/contract-manual.pdf), DSHS also follows the DSHS HIV/STD Contract Monitoring Policies and Procedures located [here](https://www.dshs.texas.gov/hivstd/policy/policies/090-010.shtm). These policies and procedures provide instructions for completing [risk assessments](https://www.dshs.texas.gov/hivstd/policy/procedures/900-002.shtm), as well as for scheduling, conducting, and documenting both remote and on-site monitoring events.

1. **Programmatic Monitoring Tool**

The DSHS HOPWA Program uses a standardized programmatic monitoring tool, located [here](https://www.dshs.texas.gov/hivstd/hopwa/). DSHS and AA reviewers use this tool to monitor AA and Project Sponsor policies and/or procedures and other programmatic management and/or oversight items. Reviewers also use this tool to monitor household records for completeness and accuracy.

1. **Sample Size Guidelines for Monitoring Client Records**
2. *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 2022 (09/01/22 to 08/31/23), the reviewer would pull a sample from HOPWA 2021 (09/01/21 to 08/31/22).
3. *Review Items.* The reviewer will examine all components in each household record as opposed to components specific to a given service category. For example, if a household received TBRA, STRMU, and Supportive Services, the reviewer would examine all the components for each of these service categories in addition to the basic program eligibility criteria.
4. *Randomization.* The reviewer should incorporate a method for randomizing the sample into their monitoring policies and procedures.
5. *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 an eligible individual and who received a HOPWA service during the review period. The reviewer will exclude household members designated as additional beneficiaries from the denominator.
6. *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 |

1. **Monitoring Schedule**

The following 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.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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 | 12 | Odd Years | Even Years |
| East | TRG | 6 | 7 |

1. **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.

1. **DSHS Reviews**

DSHS must conduct programmatic and fiscal reviews of their AAs and provide a copy of all review reports, corrective action determinations, revisions, and resolutions to AAs per the DSHS HIV/STD Contract Monitoring Policies and Procedures located [here](https://www.dshs.texas.gov/hivstd/policy/policies/090-010.shtm). 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/or procedures and other programmatic management and/or 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**](https://www.huduser.gov/portal/datasets/il.html)

To meet income eligibility for the DSHS HOPWA Program, household annual income cannot exceed 80% of Area Median Income per the household’s county of residence. Collect proof of income for all household members aged 18 years old or older. This documentation must be complete and cover the 30 days immediately preceding the eligibility certification or recertification date. 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 is counted, inclusions and exclusions, and calculation guidance.

* 1. [**Fair Market Rent and Small Area Fair Market Rent**](https://www.huduser.gov/portal/datasets/fmr.html)

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 are 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 typically publishes FMRs and SAFMRs in October of each year and makes them available [here](https://www.huduser.gov/portal/datasets/fmr.html). 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 Trainings

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

|  |  |
| --- | --- |
| **Blade L. Berkman, MSSW**  **HOPWA Coordinator, HIV Care Services Group**  Texas Department of State Health Services  P.O. Box 149347, MC 1873  Austin, Texas 78714-93  [47](http://47www.dshs.texas.)  [www.dshs.texas.](http://47www.dshs.texas.)gov  P: 512-578-6985  F: 512-533-3172  E: [blade.berkman@dshs.texas.gov](mailto:blade.berkman@dshs.state.tx.us) | **HIV Care and Medications Unit**  P.O. Box 149347, MC 1873  Austin, Texas 78714-93  [47](http://47www.dshs.texas.)  [www.dshs.texas.](http://47www.dshs.texas.)gov  P: 737-255-4300  F: 512-533-3172  **DSHS HOPWA Website**  [https://www.dshs.texas.gov/hivstd/hopwa/](http://www.dshs.state.tx.us/hivstd/hopwa/default.shtm)  **DSHS HIV/STD Program Website**  [https://www.dshs.texas.gov/hivstd/](http://www.dshs.state.tx.us/hivstd/default.shtm) |

* 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.

* + 1. [Community Planning and Development Financial Management Curriculum](https://www.hudexchange.info/trainings/financial-management-curriculum/)
    2. [HOPWA Oversight Training Curriculum](https://www.hudexchange.info/training-events/hopwa-oversight-training/)
    3. [HOPWA Getting to Work Training Curriculum](https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/)
    4. [HUD Lead-Based Paint Visual Assessment Training Course](http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm)
  1. **AA and Project Sponsor Recommended Trainings**

DSHS recommends that AAs and Project Sponsors obtain certificates of completion for the following DSHS HOPWA Program trainings. These trainings are available on the TX TRAIN [website](https://tx.train.org/DesktopShell.aspx).

|  |  |
| --- | --- |
| **TX TRAIN Course ID** | **Title** |
| 1058804 | DSHS Technical assistance for HOPWA Program Progress Reports |
| 1064721 | DSHS HOPWA Program Core For–s - 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 Pl–n - Part 5 of 5 |

* 1. **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.

* + 1. [HOPWA Grantee Oversight Resource Guide](https://www.hudexchange.info/resource/1003/hopwa-grantee-oversight-resource-guide/)
    2. [HOPWA Institute](https://www.hudexchange.info/trainings/hopwa-institute/)
    3. [HOPWA Factsheets](https://www.hudexchange.info/resource/6298/hopwa-factsheets-addressing-changes-in-formula-allocations/)
    4. [HOPWA Rental Assistance Guidebook](https://www.hudexchange.info/resource/2818/hopwa-rental-assistance-guidebook/)
    5. [HOPWA Income and Rent Calculation Curriculum](https://www.hudexchange.info/news/hopwa-income-and-rent-calculation-curriculum-now-available/)
    6. [HOPWA Short-Term Rent, Mortgage, and Utility Assistance](https://www.hudexchange.info/resource/4843/hopwa-short-term-rent-mortgage-and-utility-assistance/)
    7. [HOPWA Best Practices Training Series](https://www.hudexchange.info/resource/1040/hopwa-best-practices-training-series/)
    8. [HOPWA Financial Management Online Training Course](https://www.hudexchange.info/trainings/courses/hud-hopwa-financial-management-online-training/)
    9. [HOPWA Financial Management Training Manual](https://www.hudexchange.info/resource/1920/hopwa-financial-management-training-manual/)
    10. [HOPWA Guide for Conducting Voluntary Consumer Satisfaction Surveys](https://www.hudexchange.info/resource/2014/hopwa-guide-for-conducting-voluntary-consumer-satisfaction-surveys/)
    11. [HOPWA Guides, Tools, and Webinars](https://www.hudexchange.info/programs/hopwa/guides/#guides-and-training-manuals)
    12. [HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) Training Modules](https://www.hudexchange.info/programs/hopwa/new-consolidated-apr-caper/)
    13. [HOPWA Confidentiality User Guide](https://www.hudexchange.info/resource/3296/hopwa-confidentiality-user-guide/)
    14. [HOPWA 20 Housing Innovations in HIV Care](https://www.hudexchange.info/resource/2037/hopwa-20-housing-innovations-in-hiv-care/)
    15. [HOPWA Integrated Disbursement and Information System Guides, Tools, and Webinars](https://www.hudexchange.info/programs/idis/guides/hopwa/#resources)
    16. [HUD Community Planning and Development Monitoring Handbook](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2)
    17. [HUD Integrity Bulletins from the Offices of Community Planning and Development & Inspector General](https://www.hudexchange.info/resource/5065/hud-integrity-bulletins/)
    18. [HUD Lead Safe Housing Toolkit](https://www.hudexchange.info/programs/lead-based-paint/lshr-toolkit/introduction/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=efb1c21d86-New_Lead_Safe_Housing_Rule_Toolkit&utm_medium=email&utm_term=0_f32b935a5f-efb1c21d86-19342361)
    19. [HUD Lead Safe Housing Training for TBRA](https://www.hudexchange.info/trainings/courses/lshr-amendment-training-for-hud-funded-recipients-who-administer-tbra-webinar/3022/)
    20. [HUD Lead Safe Housing Training for PBRA](https://www.hudexchange.info/trainings/courses/lshr-amendment-training-for-conventional-public-housing-and-pba-programs-webinar/3023/)
    21. [HUD Lead Safe Housing Training for Rehabilitation, Acquisition, Leasing, Support Services, or Operation](https://www.hudexchange.info/trainings/courses/lead-safe-housing-rule-webinar-series-subparts-j-and-k/3921/)
    22. [HUD HOPWA YouTube Playlist](https://youtube.com/playlist?list=PLS7Yr7j8XXlZJAOS2mZ-eXj5bAIgdogAx)
    23. [DSHS HOPWA Webinars](https://vimeo.com/showcase/4066815)

# APPENDICES

1. **Using HOPWA Housing Assistance for Mobile Homes**
2. **Lead Safe Housing Rules**
3. **Permanent Housing Placement Accounting Guidelines**
4. **Permanent Housing Placement Application Form**
5. **Project Sponsor Data Sheet**
6. **Frequently Asked Questions**
7. **HIV Service Delivery Area (HSDA) Map and Counties**
8. **Rental Assistance Instructions for Shared Housing Arrangements**
9. **Tenant Lease Requirements**
10. **Can I Pay this Owner?**
11. **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. Additionally, PHP can help households access, secure, and establish permanent residence in a mobile home, maintained either on their own or with the help of ongoing rental assistance. HUD permits such payments in accordance with guidance established for the HOME Affordable Housing program in [HUD CPD Notice 03-05](https://www.hudexchange.info/resource/2269/notice-cpd-03-05-guidance-manufactured-housing-under-home-program/). 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 be connected 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 to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.” A mobile home is a manufactured home. “Mobile home” and “trailer” were commonly used terms before 1976 when Congress adopted legislation using the term “manufactured home” to take their place. This Notice uses the term manufactured home to refer to all types of non-motorized manufactured housing units (thus excluding recreational vehicles) as defined in 24 CFR §3280.2.

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

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

**Section V. Permanent Foundations**

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

## **Appendix B: Lead Safe Housing Rules**

*(Source: 24 CFR §35.* [*Lead Safe Housing Toolkit*](https://www.hudexchange.info/programs/lead-based-paint/lshr-toolkit/introduction/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=efb1c21d86-New_Lead_Safe_Housing_Rule_Toolkit&utm_medium=email&utm_term=0_f32b935a5f-efb1c21d86-19342361)*. Lead Safe Housing Rule Amendment Trainings for* [*TBRA*](https://www.hudexchange.info/trainings/courses/lshr-amendment-training-for-hud-funded-recipients-who-administer-tbra-webinar/3022/)*;* [*PBRA*](https://www.hudexchange.info/trainings/courses/lshr-amendment-training-for-conventional-public-housing-and-pba-programs-webinar/3023/)*; and* [*Acquisition, Leasing, Support Services, and Operations*](https://www.hudexchange.info/trainings/courses/lead-safe-housing-rule-webinar-series-subparts-j-and-k/3921/)*)*

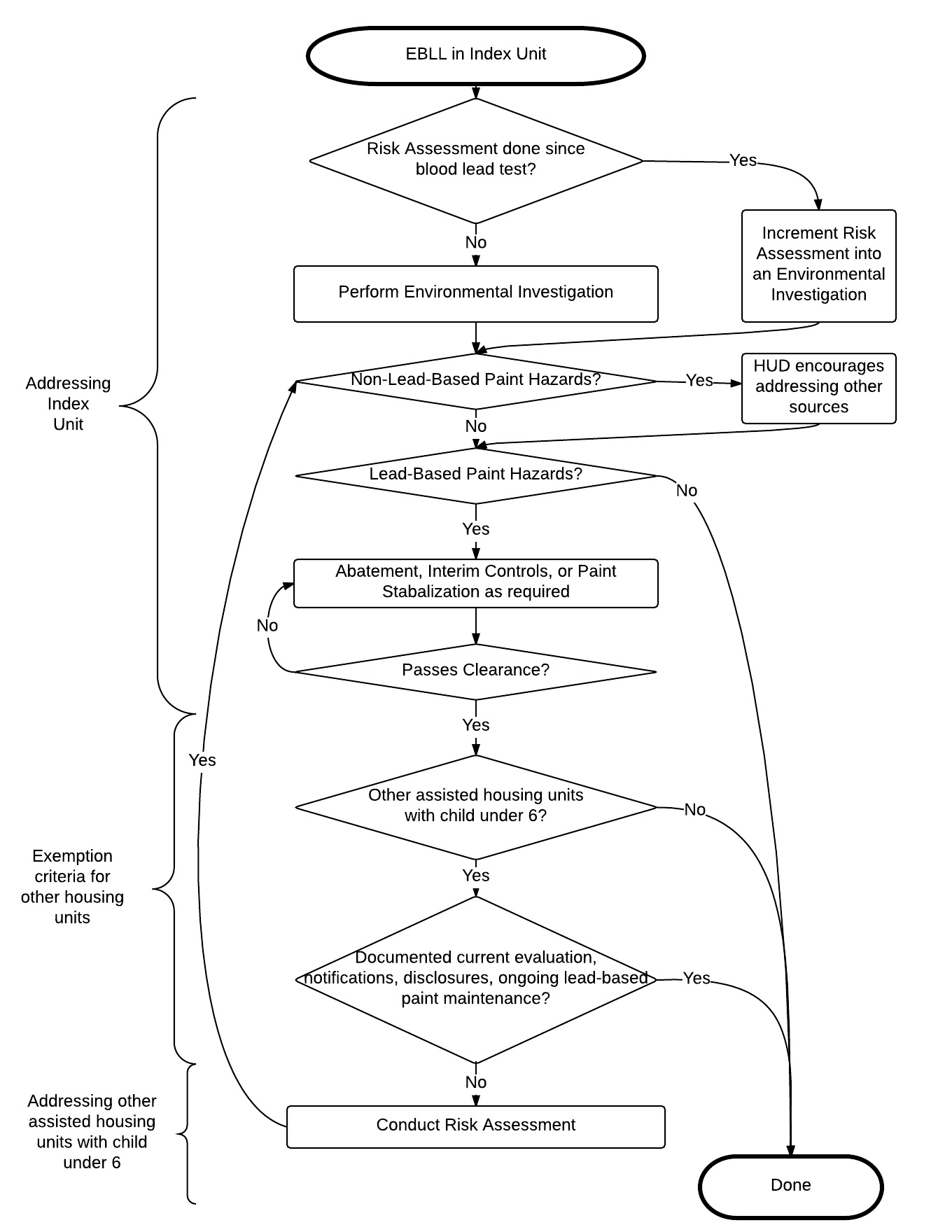
|  |  |  |
| --- | --- | --- |
| **TBRA Lead Safe Housing Protocols** | Applicability | 24 CFR §35, Subparts A, B, M, and R apply to TBRA-assisted units in which a child under the age of six is [expected to reside](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) 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”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ([English](https://www.hud.gov/sites/documents/DOC_12345.PDF) | [Spanish](https://www.hud.gov/sites/documents/DOC_12346.PDF)), and available records and reports to households at initial occupancy, when their lease renews with changed terms, and/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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_182) for a list of transactions exempt from disclosure rules. |
| Exemptions | See [24 CFR §35.115](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1115) for a list of property exemptions. |
| Lead hazard approach | Identify and stabilize [deteriorated paint](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110). |
| Identification method | [Visual assessment](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) |
| Pre-renovation education | Before starting work, the entity performing any renovations must provide a ["Renovate Right"](https://www.epa.gov/lead/renovate-right-important-lead-hazard-information-families-child-care-providers-and-schools) pamphlet to households. |
| Lead hazard reduction | [Paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) using [safe work practices](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) and [occupant protection](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11345) performed with proper [training](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) or supervision. |
| Clearance and notification | [Clearance](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11340) must occur following [abatement](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11325), [interim controls](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330), and [paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) (unless the area controlled or stabilized is less than the [de minimis](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11355) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1120). Use safe work practices only on LBP surfaces. |

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| --- | --- | --- | --- | --- |
| **TBRA Protocols for Children with an EBLL** | EBLL Response Activity | Timeframe | Owner | Sponsor |
| If a child has an [Elevated Blood Lead Level](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11225) (EBLL), notify the [local HUD field office](https://www.hud.gov/states/texas/offices#fortworth), [HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)](mailto:LeadRegulations@hud.gov), and [public health department](https://www.dshs.texas.gov/lead/child.shtm) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) (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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) (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 | - |  | ✓ |

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| --- | --- | --- | --- |
| **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”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ([English](https://www.hud.gov/sites/documents/DOC_12345.PDF) | [Spanish](https://www.hud.gov/sites/documents/DOC_12346.PDF)), and available records and reports to households at initial occupancy, when their lease renews with changed terms, and/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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_182) for a list of transactions exempt from disclosure rules. | |
| Exemptions | See [24 CFR §35.115](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1115) for a list of property exemptions. | |
| Lead hazard approach | Identify and stabilize [deteriorated paint](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110). | [Risk assessment](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) and [interim controls](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) in accordance with [Part H](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1715). |
| Identification method | [Visual assessment](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) | Risk assessment and notification to residents describing results. |
| Pre-renovation education | Before starting work, the entity performing any renovations must provide a ["Renovate Right"](https://www.epa.gov/lead/renovate-right-important-lead-hazard-information-families-child-care-providers-and-schools) pamphlet to households. | |
| Lead hazard reduction | [Paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) using [safe work practices](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) and [occupant protection](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11345) performed with proper [training](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) or supervision. | [Interim controls](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) using safe work practices and occupant protection performed with proper training or supervision. |
| Clearance and notification | [Clearance](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11340) must occur following [abatement](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11325), [interim controls](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330), and [paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) (unless the area controlled or stabilized is less than the [de minimis](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11355) includes annual visual assessments to check for failed lead hazard reduction work or deteriorated paint. Owners must again undertake lead hazard reduction, pass clearance, and provide notice to residents. | |
| Periodic reevaluation | None | Conducted by a certified risk assessor within 2 years of hazard reduction. Repeated 2 years later. End after 2 consecutive reviews without finding LBP hazards or failed hazard reduction work. |
| Options | [Paint testing](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1120). 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11225) (EBLL), notify the [local HUD field office](https://www.hud.gov/states/texas/offices#fortworth), [HUD’s Office of Lead Hazard Control and Healthy Homes (OLHCHH)](mailto:LeadRegulations@hud.gov), and [public health department](https://www.dshs.texas.gov/lead/child.shtm) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) (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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) (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) | ✓ | ✓ |

|  |  |  |
| --- | --- | --- |
| **Acquisition, Leasing, Support Services, and Operations Lead Safe Housing Protocols** | 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) 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”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet, “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” form ([English](https://www.hud.gov/sites/documents/DOC_12345.PDF) | [Spanish](https://www.hud.gov/sites/documents/DOC_12346.PDF)), and available records and reports to households at initial occupancy, when their lease renews with changed terms, and/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”](http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure) pamphlet to the household. See [24 CFR §35.82](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_182) for a list of transactions exempt from disclosure rules. |
| Exemptions | See [24 CFR §35.115](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1115) for a list of property exemptions. |
| Lead hazard approach | Identify and stabilize [deteriorated paint](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110). |
| Identification method | [Visual assessment](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1110) |
| Pre-renovation education | Before starting work, the entity performing any renovations must provide a ["Renovate Right"](https://www.epa.gov/lead/renovate-right-important-lead-hazard-information-families-child-care-providers-and-schools) pamphlet to households. |
| Lead hazard reduction | [Paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) using [safe work practices](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) and [occupant protection](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11345) performed with proper [training](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) or supervision. |
| Clearance and notification | [Clearance](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11340) must occur following [abatement](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11325), [interim controls](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330), and [paint stabilization](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11330) (unless the area controlled or stabilized is less than the [de minimis](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11350) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_11355) 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](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=bd30a1976e649e5a50a91925ee3abfe8&mc=true&n=pt24.1.35&r=PART&ty=HTML#se24.1.35_1120). Use safe work practices only on LBP surfaces. |



## **Appendix C: Permanent Housing Placement Accounting Guidelines**

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

PHP can pay security and utility deposits to the extent the cost conforms to the general policies and principles stated in [Texas Grant Management Standards](https://comptroller.texas.gov/purchasing/grant-management/). Project Sponsors must maintain adequate records and supporting documentation for all deposits. A record of individual deposits should be maintained in a subsidiary ledger that posts to the general ledger. The subsidiary ledger should be reconciled on a monthly basis to the general ledger control account. Outlays for security deposits will be reflected as assets until returned to the Project Sponsor. Any funds returned to the Project Sponsor will be treated as applicable credits towards program expenses in the year recovered. Deposit refunds (credits) should be reported on the Program Income line on Form 269a, Financial Status Report. Questions about accounting for security and utility deposits should be addressed to the DSHS HOPWA Coordinator.

**Security/Utility Deposit Payment Entries**

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

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

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

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

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

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

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

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

**Instructions**

Project Sponsors 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](mailto:hivstdreport.tech@dshs.state.tx.us) on behalf of Project Sponsors for approval. 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](mailto:hivstdreport.tech@dshs.state.tx.us).

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **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 | | |
|  |  | |
| Approved by FMU | | | DSHS Comments: | | | | |
|  |  | |
| Final DSHS Approval | | |
|  |  | |

## **Appendix E: HOPWA Project Sponsor Data Sheet**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 09/01/23 – 08/31/24 | | | | |
| The Administrative Agency must complete one Data Sheet for each Project Sponsor in each HSDA. Electronically submit Data Sheets to the HOPWA Coordinator before the program year begins (09/01). Form A certifies all information herein is true. | | | | |
| Administrative Agency: | | | Choose an Administrative Agency. | |
| Project Sponsor Name: | | |  | |
| Project Sponsor Parent Company Name: | | |  | |
| Is System for Award Management (SAM) registration active? | | |  | |
| 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: | | | 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? | | |  | |
| Is this a faith-based organization? | | |  | |
| Is this a grassroots organization? | | |  | |
| Cities in this HSDA: | | |  | |
| Counties in this HSDA: | | |  | |
| Congressional Districts in this HSDA: | | |  | |
| Congressional District of Project Sponsor: | | |  | |
| **Select all that apply to the Project:** | | | **Selection process for Project:** | |
| Minority Organization\* | | | Competitive | |
| Minority Provider\*\* | | | Sole source | |
| Historically Underutilized Business (HUB) Certified | | | Other (Specify): | |
| **Assurances** | | | | |
| **I certify that this Project has not:** | | | | |
| Been suspended by DSHS or is delinquent on a repayment agreement to DSHS; | | | | |
| Had a contract terminated by DSHS for cause; | | | | |
| Had a required license or certification revoked that is required to carry out the terms of the subcontract; and | | | | |
| Voluntarily surrendered any license issued by DSHS within the past three (3) years. | | | | |
| **I certify that the following is in place:** | | | | |
| Subcontract is in writing, consistent with the DSHS contract, and signed by both parties; | | | | |
| Programmatic/financial review of Project is conducted in accordance with 2 CFR § 200 et seq.; | | | | |
| Procedures used to advertise and award these funds meet the minimum standards required by 2 CFR § 200 et seq.; | | | | |
| Subcontractor receives a written report of the results of all monitoring activities conducted; and | | | | |
| Appropriate corrective action steps are taken when subcontractor is not in compliance with contract terms. | | | | |
| **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** | **$** |  | |  |
| \* Minority Organization: Board of Directors has 50% racial/ethnic minority members. \*\* Minority Provider: a) history of targeting racial/ethnic minorities; b) located in/near racial/ethnic minority communities; c) offers culturally/linguistically appropriate services to reduce disparities. | | | | |

## **Appendix F: Frequently Asked Questions**

Program Eligibility

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

No, a household either meets or does not meet the program eligibility criteria.

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

HUD has confirmed that all PLWH – regardless of how advanced – meet this program eligibility criterion. If a Project Sponsor establishes additional program eligibility criteria, they must collaborate with their AA to develop a local program policy.

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

No, child support expenses cannot be excluded from household annual income.

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

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

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

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

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

Yes, a spouse cannot be considered a live-in aide. Per 24 CFR §813.102, a live-in aide is a person who resides with an elderly or disabled person or persons and who 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

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

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

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

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

1. **Can a client simultaneously receive TBRA and STRMU services?**

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

1. **Can a person living in public housing or enrolled in the Housing Choice Voucher Program (HCVP) also receive HOPWA housing assistance?**

No, they cannot receive TBRA, STRMU, or FBHA. However, clients may receive HCM, HIS, and PHP.

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

No. As with persons living in public housing or enrolled in the Housing Choice Voucher Program (HCVP), they cannot receive TBRA, STRMU, or FBHA while enrolled in another federal housing assistance program. However, clients may receive HCM, HIS, and PHP.

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

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

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

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

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

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

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

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

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

1. **Can a household have no income and receive rental assistance services?**

Yes, a household may have no income and receive rental assistance services. Adult household members must complete Form A if they do not have income. Project Sponsors should periodically reassess their income.

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

Yes, TBRA or TSH services may pay the first (and/or last) month of rent. This requires careful coordination with the owner/representative because they may decline to execute a lease before receiving the first month’s rent. For example, PHP could pay for the security deposit, then TBRA would pay for the first month’s rent.

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

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

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

For TBRA or TSH services, the gross rent of the proposed unit must fall at or below the lower of the rent standard or reasonable rent. If not, the Project Sponsor cannot approve the unit for TBRA or TSH services. If the gross rent of the proposed unit complies with this requirement, then 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 the calculated monthly rental assistance subsidy.

|  |  |
| --- | --- |
| Source | Text *(emphasis added)* |
| [24 CFR §574.310](https://www.ecfr.gov/cgi-bin/text-idx?SID=17d91360e10bdd3d2cfae4b9340595a9&mc=true&node=pt24.3.574&rgn=div5#se24.3.574_1310) | 1. 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](https://www.ecfr.gov/cgi-bin/text-idx?SID=17d91360e10bdd3d2cfae4b9340595a9&mc=true&node=pt24.3.574&rgn=div5#se24.3.574_1320) | 1. 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:       1. The lower of the rent standard or reasonable rent for the unit; and       2. 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](https://www.hudexchange.info/resources/documents/HOPWARentalAssistanceGuidebook.pdf) | 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). |

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

In short:

* The household could relocate to a unit that complies with rent standard/rent reasonableness requirements,
* The household could find another household to split housing costs with provided there are enough bedrooms to accommodate both households (shared housing arrangement),
* The household or Project Sponsor could identify and secure an alternate payer for household-paid utility costs to reduce or eliminate the amount of utility allowance required,
* The household could negotiate a new rent or revise the utility responsibilities with the owner, or
* On a unit-by-unit basis, the grantee may increase the rent standard by up to 10 percent for up to 20 percent of the units assisted (in other words, Project Sponsors may use 110 percent of the rent standard for 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.

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

Generally, a couple only needs one bedroom. 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 the exception is 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 disabling condition, Project Sponsors could grant a reasonable accommodation (see Section 8: Fair Housing, Nondiscrimination, and Equal Opportunity, 5. Reasonable Accommodations).

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

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

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

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

Project Sponsors should contact the nearest local Public Housing Agency. The Public Housing Agency may be in a different county than the household. After locating the nearest Public Housing Agency, Project Sponsors must keep a copy of the utility allowance schedule they used in the household’s record.

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

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

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

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

1. **If a household qualifies for rental assistance services, but they do 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 services?**

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

1. **If a household receives rental assistance services, but they do not meet the eligibility criteria for the Housing Choice Voucher Program (HCVP) or other affordable housing programs (for example, due to a specific criminal background barrier), 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 that have been documented by a physician, do they also 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. A denial letter that explains why the household’s application was denied and includes the duration of the household’s ineligible period is sufficient. The denial letter may be used for the duration of the ineligible period. When the ineligible period is over, the household should apply again if possible. If a physician says a household cannot move for health reasons, attach documentation from the physician that describes the reasons to Form J. If the household member recovers from whatever prevented the move, then they should apply again per usual. Note, HUD issued a press release titled “HUD and Justice Department announce new efforts to ease transition from prison and expand opportunities for jobs and housing.” The full press release and a link to the accompanying guidance can be found [here](https://archives.hud.gov/news/2015/pr15-140.cfm). 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.”

1. **Are foster children or foster adults considered 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 $480 dependent deduction. However, payments a household receives for the care of foster children or foster adults are excluded from annual income.

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

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

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

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

* + Rent payment receipts, cancelled 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.

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

In short:

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

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

Although rapid rehousing is a good goal for households, STRMU cannot be provided for back debts for homeless households. Households must be currently housed to qualify for STRMU. STRMU is intended to stabilize households experiencing a crisis due to health or income loss that can be alleviated with a short-term assistance to keep them in their current housing if they can sustain it after STRMU services end. PHP can pay for utility hookup fees and deposits. PHP can also pay for utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified for the household to secure a new unit. Project Sponsors could also contact the utility company to see if they would agree to a PHP deposit for the new service and a payment plan for the past-due amount. Because of PHP financial limitations, Project Sponsors may have to use other sources of funding to leverage the costs.

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

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

1. **Are property taxes an eligible STRMU cost?**

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

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

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

1. **Can we use STRMU to pay rent, mortgage, and/or utility bills that predate a household’s enrollment in the HOPWA Program? For example, if a household was enrolled in the HOPWA Program 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 the HOPWA Program 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.

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

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

1. **Regarding the 21-week cap for STRMU, what happens when the 21st week is in the middle of a month?**

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

1. **If a Project Sponsor provides one STRMU service in March, then another service in September, then another service in December, do they need to fill out Form P each time?**

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

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

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

1. **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. HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

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

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

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

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

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

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

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

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

1. **If a household is receiving 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, etc.), 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, it might be possible to provide this type of assistance on a case-by-case basis depending upon the circumstances. HUD/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/HCVP) and emergency assistance, including hotel/motel assistance, at the same time. However, if a household receiving rental assistance must leave the assisted unit due to an emergency event 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 approved by DSHS, 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.

1. **Which program activities are subject to Housing Quality Standards (HQS)?**

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; and
* 8: Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs.

TBRA and FBHA (both STSH and TSH) units must be inspected. Broadly, DSHS-authorized FBHA activities could include leasing, operating, project-based rental assistance, and/or master-leasing (which falls under leasing). Therefore, all DSHS-authorized FBHA activities are subject to HQS. STRMU and PHP units generally do not require inspections, but households must certify their housing meets all standards and requirements. Please see Section 10: Housing Quality Standards for additional information.

1. **A household is currently enrolled in the HOPWA program and receiving rental assistance services (in this case, TBRA). The household has received a voucher from the HCVP and must find a suitable unit before their voucher term expires. If their current unit does not qualify for the HCVP (although it should since the requirements for TBRA and the HCVP are similar), then they would have to move. This 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 from HOPWA to the HCVP, can PHP pay penalties for breaking the current lease in the interest of 1) securing a new permanent residence with a reasonable expectation their occupancy will continue while 2) averting a negative impact to the household’s rental history?**

No. Breaking and buying out the remainder of a lease agreement is not an eligible PHP cost, nor an eligible cost under any other HOPWA activity. The Project Sponsor should work closely with the household and the HCVP to help ensure the current unit meets HCVP requirements. The Project Sponsor should also inquire about the HCVP’s policy for requesting an extension to the initial voucher search term if necessary. Additionally, the household may request an extension to the initial voucher search term as a reasonable accommodation for a person with disabilities even after the voucher term expires.

Household Composition and Shared Housing Arrangements

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

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

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

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

1. **Can an applicant household include a dependent child as a household member if they don’t live with them?** No, the dependent child must live with household at least 51 percent of the time.
2. **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

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

Generally, Project Sponsors cut checks for next month’s rent a few days early to ensure that the rent is paid in a timely manner. In this scenario, the invoice (supporting document) is for September rent. When the check clears, the Project Sponsor will move the funds from the prepaid account to the rent expense account showing it was paid. This will be done in the month (September) in which the activity (rent) occurred. For example, a check cut on 08/31/22 for September rent would ultimately appear on the HOPWA 2022 (09/01/22 – 08/31/23) general ledger because the Project Sponsor would complete a journal entry moving the funds from the prepaid account to the expense account. Project Sponsors must remember to move funds from the prepaid account to the expense account. If a Project Sponsor forgets to move these funds, then they would remain in the HOPWA 2021 (09/01/21 – 08/31/22) general ledger. If this expenditure were selected for fiscal review, the cost would be disallowed because the activity occurred in HOPWA 2021.

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

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

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

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

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

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

1. **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.

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

Yes. There is no time limitation 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.

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

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

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

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

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

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

1. **If a client is unable to meet with a Project Sponsor nor complete/update program forms in person, can a Project Sponsor utilize remote means of interfacing with the client?**

Yes. Instead of a face-to-face meeting, a Project Sponsor may arrange for a remote meeting via phone or audio/video streaming technology. When possible, please attempt to complete all paperwork and documentation via mail, fax, or other secure electronic means. Third-party eligibility and supporting documents are still preferred. 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/or procedures. If a Project Sponsor needs to procure such software, the cost may be allocated to specific activity categories as a direct service delivery cost or allocated to Project Sponsor administration. Note, Project Sponsors performing telehealth activities may already have such software and could expand its 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). In lieu of a household member’s signature, Project Sponsors may make a note on the program form that obtaining a signature from the applicable household member was not possible. In the household’s case notes, the Project Sponsor should document this decision and provide a brief rationale.

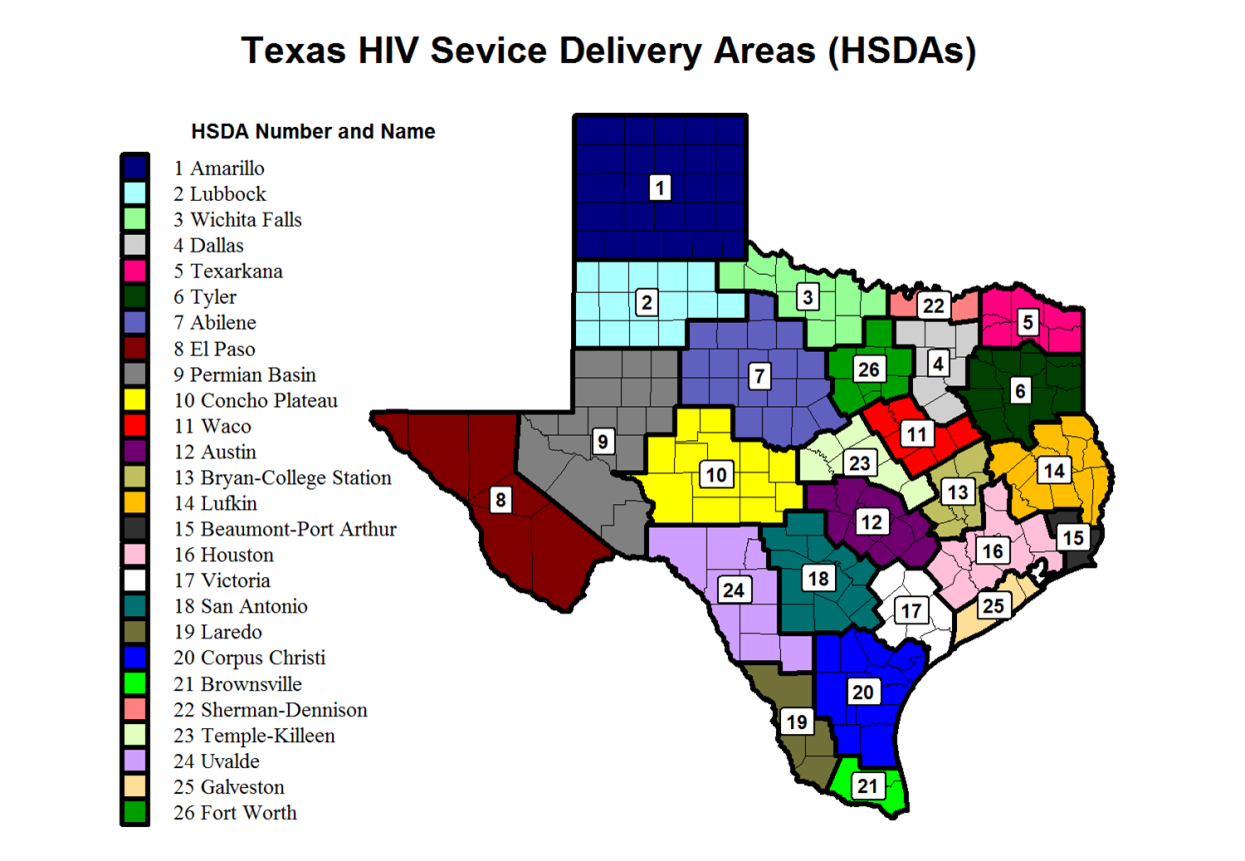
1. **What kinds of costs are we allowed to bill to our HOPWA contract?**

In general, allowable costs include those authorized in this manual, personnel (salaries and benefits), travel, subcontracts for goods and services, equipment, supplies, and indirect. Costs must be necessary and reasonable.

1. **If an AA or a Project Sponsor uses HOPWA funds to pay for conference registration fees and the conference does not take place until the next contract term, are they going to bill that cost to the current contract or the future contract? For example, if the current HOPWA contract term runs 09/01/22 to 08/31/23 and the conference occurs in October 2023 (after the current contract term 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 would not be an expense until the conference begins (occurs). The regular fee is considered prepaid (asset) until the date the conference begins. When the conference begins, a journal entry should be made to change the prepaid asset to an expense. A request for reimbursement from DSHS should not include the registration fee until it is expensed (the contract year the conference occurred).

## **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. The rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. 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 member of the household. Project Sponsors may grant an exception to these regulations if they determine that approving the unit would provide a reasonable accommodation for a household member with disabilities (see Appendix J: “Can I Pay this Owner?”).

**Rent Standard Requirements in Shared Housing Arrangements**

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

|  |  |
| --- | --- |
| **1** | **Rent Standard for the size of the private space** |
| or | 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 as compared to the total space in the unit** |
|  | Divide the total space the household qualifies for by the total private space available to determine the pro-rata share. For example, if a household qualifies for two out of three bedrooms, divide the rent standard for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Rent Standard. |
|  |
|  |

**Rent Reasonableness Requirements in Shared Housing Arrangements**

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

|  |  |
| --- | --- |
| **1** | **If the rent standard for the size of the private space is used, then comparison units should have this unit size** |
| or | In the above example, if the rent standard for a two-bedroom was lower than the pro-rata shared rent, then comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness. |
| **2** | **If the rent standard for the pro-rata share of the private space as compared to the total space in the unit is used, then comparison units should have the same 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, then comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. The rents of the comparison units must be figured using the same pro-rata share. If the comparison unit rent is $600.00 and the household will occupy 2 out of 3 bedrooms, the comparison unit rent will be figured as $400.00 (($600.00 / 3) \* 2 = $400.00). |
|  |
|  |

**NOTE:** If the household will receive a utility allowance, the allowance for the unit and comparison units must be figured as the pro-rata share of the private space. Project Sponsors must 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. 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 certain provisions as described in this Appendix. Program staff should review prospective leases to ensure they meet any additional requirements developed by the Project Sponsor. Households should not be directed to sign a lease until this review is complete. Generally, the lease should be for not less than one year and should allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for a household and such shorter term is the prevailing local market practice. Executed leases (i.e., signed and dated by all parties) must be maintained in each household’s 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.

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

* Details about the rental amount, including tenant and rental program shares of the rent 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

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

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

**The terms should allow the owner to terminate or not renew the lease only for the following reasons:**

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

## **Appendix J: “Can I Pay this Owner?”**

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

## **Appendix K: VAWA Requirements for Rental Assistance Services**

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