



Oregon Housing Opportunities in Partnership (OHOP) Program

Program Policies & Procedures

State of Oregon Department of Human Services

In Partnership with:

Oregon Housing and Community Services

Oregon Department of Corrections

Oregon Employment Department

Cascade AIDS Project

HIV Alliance

Mid-Willamette Valley Community Action Agency



Cascade AIDS Project



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The Oregon Department of Human Services would like to thank AIDS Housing of Washington for sharing their expertise and their continued technical assistance, the City of Miami for making their HOPWA policies and procedures available, Cascade AIDS Project for sharing their forms and policies, the State of Nebraska for use of their Ryan White Part B program policies, the Fair Housing Council of Oregon for their guidance and review of this document, and the Department of Housing and Urban Development for the continued funding support and technical assistance. We offer special acknowledgement to the OHOP Housing Coordinators and HIV Case Managers throughout Oregon; without their partnership and continued support this program would not be possible.

I: Introduction

Overview

The Oregon Housing Opportunities in Partnership (OHOP) program is funded under grants from the Department of Housing and Urban Development (HUD), Housing Opportunities for Persons with AIDS (HOPWA), the Oregon Housing and Community Services (OHCS) Low Income Energy Assistance Program (LIEAP), and other federal and state funds. OHOP is designed to assist people living with HIV/AIDS in creating a continuum of stable, sustainable housing. The Oregon Department of Human Services, HIV Care and Treatment Program, directly administers OHOP in addition to the HIV Case Management and Support Services Program (funded primarily through the Ryan White Program, Part B) and CAREAssist (Oregon's AIDS Drug Assistance Program). Because OHOP is funded primarily through federal grants, ongoing OHOP assistance is subject to the continued availability of HOPWA funds.

The goal of OHOP is to assist clients in achieving and maintaining housing stability so as to avoid homelessness and improve their access to, and engagement in, HIV care and treatment. OHOP is designed to promote client housing stability and act as a bridge to long-term assistance programs, such as Section 8, or to self-sufficiency (when a client's health and financial situation allows him/her to maintain suitable housing without OHOP or other financial assistance). Participation in OHOP is voluntary and conditional; OHOP is needs-based and is not an entitlement program.

Revised!

OHOP provides a continuum of housing services for low-income people living with HIV/AIDS through several distinct services:

- Comprehensive housing needs assessments and housing planning.
- Referral to community-based emergency housing and other housing resources, including Ryan White Program-funded emergency housing assistance
- Direct provision of:
 - assistance with eligible move-in deposits and fees
 - tenant based rental assistance through monthly rental and utility subsidy payments
 - short-term rent, mortgage, or utility assistance to prevent homelessness by helping individuals at risk of losing their existing housing maintain that housing
 - Low Income Energy Assistance Program (LIEAP) winter heating assistance through limited utility and heating fuel assistance payments
 - transitional services and tenant based rental assistance for individuals returning to the community following incarceration through the Oregon Statewide Supportive Community Reentry (OSSCR) project

The OHOP program serves 31 counties outside of the 5 county Portland Metropolitan Statistical Area (MSA- Multnomah, Clackamas, Yamhill, Washington and Columbia). The OSSCR project is implemented through a partnership with Cascade AIDS Project in the Portland MSA. OHOP Housing Coordinators are assigned to four regions and implement the OHOP program in the following counties:

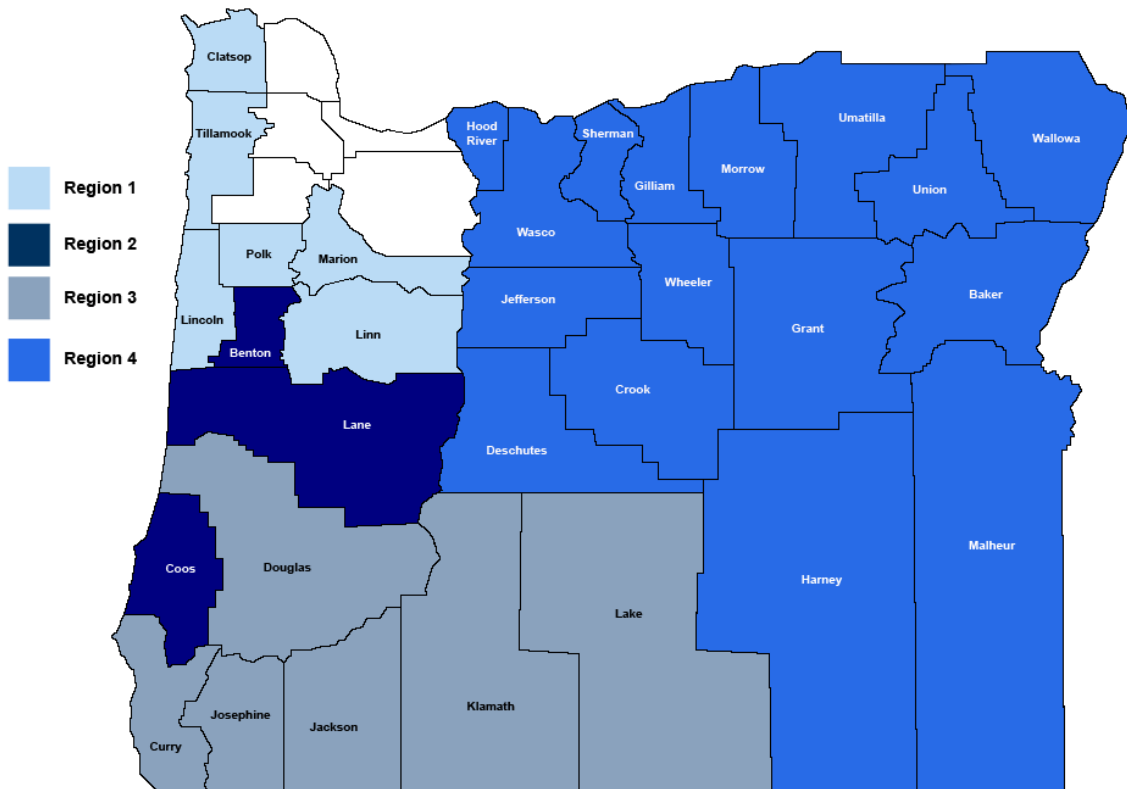
Region 1- Northwest: Serves Clatsop, Lincoln, Linn, Marion, Polk, and Tillamook Counties

Region 2- Central: Serves Benton, Coos, and Lane Counties

Region 3- Southern: Serves Curry, Douglas, Jackson, Josephine, Klamath and Lake Counties

Region 4- Eastern: Serves Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Malheur, Morrow, Umatilla, Union, Wasco-Sherman, Wallowa, and Wheeler Counties

OHOP Region Map



Partner Agencies

The OHOP program is a joint partnership between the Oregon Department of Human Services, Oregon Housing and Community Services (OHCS), the Oregon Department of Corrections, Cascade AIDS Project, and four “host agencies” located throughout Oregon, Mid-Willamette Valley Community Action Agency in Region 1, HIV Alliance in Region 2, the Oregon Department of Human Services Medford Disability Services Office in Region 3, and the Oregon Employment Department Redmond Office in Region 4, . These four host agencies provide office space and access to basic office equipment to the OHOP Housing Coordinators and provide support services necessary to clients accessing the full continuum of HIV care. HIV Alliance is also funded through the HIV Case Management and Support Services Program to provide HIV case management and access to support services such as transportation, nutrition,

dental care, and mental health and substance abuse recovery services. Mid-Willamette Valley Community Action Agency is a community action agency that provides additional housing services such as “Ready to Rent” programs and skills building training. The Oregon Employment Department promotes development of the state’s workforce through unemployment benefits and job placement and recruiting. Oregon Housing and Community Services is the state agency responsible for providing oversight to the local housing authorities, community action agencies, and other community level housing providers and developers and is experienced in providing housing services to persons throughout the State. OHCS has committed to provide access to additional leveraged housing resources to the OHOP program for eligible clients, including Low-Income Energy Assistance, HOME tenant based rental assistance and State Emergency Housing Account funds. Eligible clients receive maximum benefit because of the ongoing collaboration between OHOP resources and the other services available through the partner agencies.

Role of the Oregon HIV Care Coalition and the HIV Housing Task Force

The OHOP program is committed to collaboration among all levels of government and the private sector, including non-profit and for-profit organizations. The goal is to provide decent, safe, and sanitary affordable housing, and creating and maintaining a suitable living environment for low-income persons with HIV and AIDS. The Oregon HIV Care Coalition, the statewide HIV Care and Treatment Program planning group refers housing related planning to the Oregon HIV Housing Task Force. The Oregon HIV Housing Task Force was convened by the HIV Care and Treatment Program in 2000 to identify barriers to housing stability for people living with HIV and AIDS in Oregon (PLWHA). Since 2000, the task force worked to secure funding to support OHOP and continues to act as the OHOP planning and advisory group, advising the HIV Care and Treatment Program on OHOP implementation. In addition the group seeks partnerships and develops strategies to improve access to housing for people living with HIV and AIDS.

Role of the HIV Case Management and Supportive Services Program

The Department of Human Services, HIV Care and Treatment Program also administers the Ryan White Program Part B-funded HIV Case Management and Supportive Services Program and provides direct HIV care and treatment services, as well as managing access to support services for eligible people living with HIV/AIDS in the State of Oregon. The HIV Care and Treatment Program contracts with 20 service organizations to deliver HIV Case Management and supportive services in 31 counties outside of the Portland MSA. The HIV Case Management and Supportive Services Program serves approximately 800 clients annually and administers many of the Ryan White Program Part B-funded supportive services available to OHOP clients. The OHOP program relies on HIV case managers to partner in stabilizing clients, to provide support service assistance and to help develop strong ongoing communication between the Housing Coordinator, client and the HIV case manager. HIV case managers are responsible for developing a client case management Care Plan, which addresses psychosocial and health goals for the client. Many of these goals are important to assisting the client to be successful in the OHOP program, and therefore, the Housing Stability Plan may share many of the same goals. The Coordination and collaboration of these two plans is one of the primary reasons for effective communication between the HIV case manager and Housing Coordinator.

All OHOP clients must be actively engaged in HIV Case Management and Supportive Services Program HIV case management. With the exception of the OSSCR project, all referrals to OHOP come only through the client's HIV case manager.

New!

Basis for Policies and Procedures

Because the OHOP program is funded through multiple grant sources, these policies and procedures are reflective of multiple overlapping federal, state, and local laws, regulations, and administrative guidance. These multiple resources are consulted specifically to develop program policy and procedure, and to address individual scenarios that are not clearly addressed in OHOP policy and procedure. In all cases, the OHOP program, at the sole discretion of program management, reserves the right to amend, waive, or grant exceptions to program policy and procedures on a case by case basis when allowable. OHOP policies and procedures must be consistent with the following:

- HOPWA Regulations (24 CFR Part 574)
- Applicable HOPWA Performance Grant Agreements (currently OR-H040013, OR-H060017 and OR-H07F999) and their associated Super Notices of Funds Availability
- The 2006 – 2010 State of Oregon Consolidated Plan for Housing and Community Development and its associated Annual Action Plans
- The AIDS Housing Opportunity Act (42 U.S.C. 12901-12912)
- Applicable U.S. Department of Housing and Urban Development Community Planning and Development Guidance, including CPD Notice 06-07 and 03-05
- Federal, state, and local Fair Housing Laws
- Applicable Oregon Revised Statutes and Administrative Rules
- Oregon Housing and Community Services Energy Assistance Programs Operation Manual

Where direct regulation or guidance does not provide sufficient direction to determine OHOP policy and procedure, the OHOP program consults several additional resources to provide guidance. These resources include, though are not limited to:

- HOPWA technical assistance providers, primarily AIDS Housing of Washington
- HUD Field Office staff
- Other HOPWA grantees
- Housing Choice Voucher Program Regulations (24 CFR Part 982) and Guidebook
- Internal Revenue Service Publications, Including Publication 502
- Policy and procedure of other Department of Human Service programs, including the HIV Case Management and Support Services Program; Children, Adults and Families Division programs; Seniors and People With Disabilities Division programs; Addictions and Mental Health Division programs; Division of Medical Assistance programs; and other Public Health Division programs

While this OHOP manual is intended to provide thorough and comprehensive documentation of program policies and procedures, many situations may not be adequately addressed here, and the OHOP program reserves the right to amend, alter, or grant incidental exceptions to all policies outlined here.

Description of OHOP Services

General Program Services

OHOP program clients receive the support of a Housing Coordinator, whose primary responsibilities are to perform initial eligibility verification, coordinate comprehensive housing needs assessments and housing planning activities with clients, enroll clients onto the program and conduct periodic recertifications, provide assistance to clients in understanding and completing leases and housing applications, providing referrals to community-based housing resources available to clients, and serve as a liaison between the client and landlord in lease negotiations and in cases where there are disputes. The Housing Coordinator also serves as a partner with the client and HIV case manager to ensure that the client receives necessary services (including Ryan White Program-funded emergency housing assistance) to maintain independent living and that the client remains engaged in case management services.

Deposit Assistance for Permanent Housing Placement

The OHOP program provides incidental assistance with move-in deposits required to secure housing (security deposit, cleaning fees, and first and last month's rent). Deposits must assist clients in securing permanent rental housing under a legal lease or rental agreement, and clients and their landlords must agree to return any refunded deposits directly to the OHOP program upon ending client tenancy.

Short-term Housing Assistance

New Service!

The OHOP program also provides short-term rent, mortgage and utility (STRMU) assistance. This short-term assistance is available to OHOP-eligible households through the OHOP regional Housing Coordinators and includes direct payment of rent, mortgage, or utility payments to the client's landlord, mortgagee, or utility company. *The payments are only available to assist currently-housed clients in order to prevent them from becoming homeless.* STRMU assistance is:

- time-limited (generally no more than 12 weeks of assistance within a 52 week period)
- needs-based (determined through documented, short-term financial needs beyond the client's control)
- intended to lead to client housing self-sufficiency (via development completion of client-specific housing plans that address income, budgeting, and/or access to ongoing housing assistance).

Long-term Rental Assistance

The OHOP program provides ongoing monthly rental assistance for rental housing (including manufactured homes and manufactured home sites), apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of residential treatment facilities. Allowable rental housing may include affordable rental housing, as long as it is not

unit-based subsidized housing (e.g. public housing units in which the tenant pays a variable rent amount based on a percentage of the tenant's income and in which the subsidy is tied to the unit rather than transferable with the tenant if the tenant leaves the unit). Financial assistance to clients may include and is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including a utility allowance when applicable).

The amount of monthly rental assistance under this program is based on the payment standard established by the Local Housing Authority (LHA) or the area's Fair Market Rent (as established by HUD). The maximum amount of assistance is the lower of; i) the rent standard for the unit size or; ii) the actual rent amount for the unit. The OHOP program cannot provide rental assistance for a client's household at more than one property during any consecutive period of time; in such instances (e.g. the client is moving to another property and the rental agreement on the new property begins before the rental agreement at the current property ends), the client will need to seek additional resources to pay for the housing costs at the second property during the overlapping period.

Oregon Statewide Supportive Community Re-entry (OSSCR) Project

The OHOP program provides comprehensive housing services to OHOP-eligible clients who are returning to their communities following release from incarceration. Clients are eligible for OSSCR-funded services if they were released from incarceration within the previous five years. Referrals into the OSSCR program may come through the client's HIV Case Manager or directly from state or local corrections professionals. Though OSSCR-eligible clients may receive any OHOP service, OSSCR-funded services include transitional services (pre-release housing needs assessment and planning) and long-term monthly tenant based rental assistance.

Low-income Energy Assistance Program (LIEAP)

Through a direct partnership with Oregon Housing and Community Services, the OHOP program provides LIEAP-funded direct energy assistance payments on behalf of qualifying households to assist them in affording seasonal heating costs and averting energy crises.

See Appendix E for OHOP program summaries.

II: General Program Eligibility & Referral

OHOP Program Eligibility

To be eligible for OHOP assistance, the applicant must demonstrate, through verifiable documentation that:

1. The applicant resides in the OHOP service region.
2. The applicant has received a medical diagnosis of HIV or AIDS, as defined by the Centers for Disease Control (CDC).
3. The applicant is enrolled in Ryan White Program Part B-funded HIV Case Management.
4. The applicant is homeless or at risk of homelessness and/or has non-emergency housing need as defined in DHS *HIV Case Management and Supportive Service Program Service Definitions and Guidance* (a person who receives housing assistance more than 2 weeks [14 days] in any fiscal year or who exceeds \$750 in Ryan White Program housing assistance funds in any fiscal year).
5. The applicant household's income does not exceed 80 percent of the median family income for the county of residence, as determined by the Secretary of HUD on an annual basis. In calculating income, the OHOP program counts the income of all applicable household members.
6. The applicant has an on-going source(s) of monthly income sufficient to meet their adjusted rent obligation and utility payments.
7. If the applicant is under 18 years of age, the applicant must live as a family unit with the applicant's parents or legal guardians.

The program is not required to verify U.S. citizenship or legal residency status for the client to be eligible for OHOP assistance, however lack of demonstrated citizenship or legal residency status may present a barrier to housing stability.

Eligibility criteria are preliminarily assessed through the OHOP Referral Packet completed by the applicant and submitted by the HIV Case Manager. The Housing Coordinator verifies eligibility criteria at client certification. If you think the client may be near the threshold for income eligibility, contact your local Housing Coordinator prior to referral.

Conflict of Interest

The OHOP program, as required by federal law, must assure that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Department of Human Services and who exercises or has exercised any functions or responsibilities with respect to the OHOP program will be eligible for OHOP assistance. Additionally, no person who may obtain a financial interest or benefit or have an interest in any contract, subcontract or agreement with the OHOP program, either for himself or herself or for those with whom he or she has family or business ties will be eligible for OHOP assistance during their tenure or for one year thereafter. The conflict of interest policy under the HOPWA regulations further stipulates that a conflict of

interest exists for anyone in a position to participate in a decision making process or gain inside information about the OHOP program; such individuals will not be eligible for OHOP assistance.

Household Types

The OHOP program recognizes the diversity in households in which persons with HIV/AIDS reside. The following policies govern the treatment of four types of households in which an eligible person may reside.

Eligible Person Living Alone

A household consisting of an eligible person living alone may apply for OHOP assistance based on the applicant's total income. When the applicant is an eligible person living alone, his/her total income is counted in determining financial eligibility; and the total housing costs are counted in determining the amount of allowable assistance.

Eligible Person Living in a Family Unit

Under federal HOPWA regulations, the definition for family is: "a household composed of two (2) or more related persons. Persons in a family may be related by ties of blood, marriage, or other legal sanctions. The term family also includes one (1) or more eligible persons living with another person(s), determined to be important to their care or well-being." 24 C.F.R. 574.3. A person who is not a relative by blood, marriage, or other legal sanction may be considered a family member if they are important to the care and well-being of the eligible person with HIV/AIDS; people who fit this definition generally meet one or more of the following criteria:

- a) s/he is an intimate partner of the eligible person
- b) s/he has mutually agreed with the eligible person that they will support each other financially, emotionally, and/or spiritually
- c) s/he assists the eligible person in maintaining physical and/or mental health, yet does not live with the eligible person solely for this purpose.

The relationship may also be a dependent relationship (i.e. legal guardianship of a member of the household). If the applicant is a family unit, the total income of all members is counted in determining financial eligibility (with certain exceptions referenced below); and the total housing costs are counted in determining the amount of allowable assistance.

a) Eligible persons may not rent from family members

A client may not rent a property or room from a relative or family member and then request OHOP assistance as an individual. Rental assistance cannot be approved for a "unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless it is determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities." 24 CFR 982.206(d). Requests for such reasonable accommodation must first be approved by OHOP program management [also see "Equal Opportunity and Reasonable Accommodation"].


b) Surviving Family Members – Survivorship Assistance

The term family also includes surviving member(s) of the client's family who do not have an HIV/AIDS diagnosis, but were living with the client in a housing unit

assisted under the OHOP program at the time of his or her death. However, such households may not receive continued assistance beyond 60 days from the date of the client's death. The assistance can only be provided for the surviving family members who were identified during the OHOP Certification (or re-certification) process and who can prove residency in the unit prior to the death of the client (through listing in the lease/ rental agreement or other third-party verification). Family members who join the household in the unit thereafter must pay their pro-rated share of the housing costs.

c) *Surviving Family Member with HIV/AIDS Diagnosis*

In the event that surviving family members include a person with an HIV/AIDS diagnosis who can prove residency in the unit prior to the death of the client and who was identified during the OHOP Certification (or re-certification) process, such person will be deemed the eligible person of the household and, therefore, client of the program, permitting OHOP assistance to continue as long as eligibility is maintained for the client and their household members. Such households must be re-certified within thirty (30) days of the death in the family.



Revised!

d) *Changes in Family Unit*

The OHOP program will allow additions to the household of family members upon the event of birth, adoption, marriage or domestic partnership, or court-awarded custody. Such additions to the household do not require OHOP approval, although the family must inform OHOP regarding the new family member(s) within 15 days of the addition.

All other household additions require OHOP approval, regardless of whether the addition has the effect of changing the allowable unit size or OHOP assistance amount.

Related adults may be added to a household only as a disability accommodation for the head of household or the head of household's dependent(s). OHOP may consider the addition of related adults when the household can demonstrate that it is necessary and reasonable for them to provide medical/life activities to care for the proposed addition(s). Example: A client demonstrates that her disabled, elderly mother needs to come and live with her, for reasons related to her mother's disability.

If an adult who was previously on the household's lease leaves the household but wishes to return within two years of leaving, OHOP will consider reinstating this adult to the household.

In all cases, the landlord must approve the addition and the verified income of the modified household including the additional person must be such that the household continues to qualify for OHOP assistance. (The income of a live-in aide will not be counted.)

In circumstances in which two or more members of an OHOP-assisted household choose to no longer reside together, OHOP assistance will remain with the individual member of the household who qualified the household for OHOP assistance. If two or more members of the OHOP-assisted household would independently qualify for OHOP assistance, the members of the OHOP-assisted household must choose which OHOP-eligible individual the OHOP assistance will remain with. If the other OHOP-eligible individual(s) leaving the family unit otherwise qualify for OHOP assistance, they may be re-referred to the OHOP program, though they may be subject to a program wait list if one is in effect.

Eligible Person Living in a Roommate Relationship – Shared Housing

A roommate relationship, as distinct from a family relationship, is established for the purposes of sharing housing costs (mortgage, rent and/or utility bills) in exchange for a share of the space available in the living unit. When the applicant is an individual with a roommate(s), this is classified as shared housing. Clients living in group homes and other institutional settings are also classified as living in shared housing. Only the eligible person's income is counted when assessing income eligibility; however, rent and utilities must be prorated among roommates. All adult roommates must have verifiable proof of residency in the OHOP-assisted unit.

- a) For example, if a client has two (2) roommates and is residing in a three (3) bedroom rental unit, the rental portion subject to assistance under the OHOP program would be one-third (1/3) of the (a) actual asking rent (total rent requested by the landlord) and utilities or (b) the OHOP program's rent standard for a three-bedroom apartment, whichever is the lesser amount.
- b) If one (1) or more persons in a roommate relationship are eligible for OHOP assistance, each must apply separately based on individual income and prorated housing costs.
- c) In the case where two (2) or more unrelated persons live together as roommates, the individual(s) not eligible for OHOP assistance will not receive any compensation as a result of the OHOP assistance awarded to the eligible person.

Household with a Live-in Aide

A live-in aide compensated for providing care to the eligible person with HIV/AIDS, or another disabled or elderly member of the eligible person's family, shall not be considered a family member or roommate.

a) Definition of a Live-in Aide

A live-in aide is defined by 24 CFR 5.403 as a person who resides with a disabled or elderly person who meets all three of the following criteria:

- i) Is determined to be essential to the care and well being of the person(s).
- ii) Is not obligated to support the person(s).
- iii) Would not be living in the unit except to provide necessary supportive services.

b) A Family Member Cannot Be Considered a Live-in Aide

A family member cannot be considered a live-in aide, even if that person is the sole caregiver to the other. If both persons receive social security or other income, the income must be counted together as a family unit.

c) *Proof of Live-in Aide Status*

In order to declare a person as a live-in aide, not subject to income verification as a member of the family unit or treatment as a roommate, the applicant must certify that such person's services are being provided through a service contract and supported by the following documentation:

- i) The live-in aide is qualified to provide the needed care (documented by copy of state licensing or occupancy certification or, in absence of such documentation, certification by aide's employer that the aide is qualified to provide needed care).
- ii) The live-in aide was not part of the household prior to the need for such care arising (documented by the aide).
- iii) There is no other reason for the aide to reside in the unit than to provide such care (documented by a copy of the contract for services through a third party).
- iv) The aide and the client maintain separate finances (documented by the aide and client through bank statements – bank account numbers may be partially redacted to protect parties' confidentiality). Such certification, and supporting documentation, must be submitted to the Housing Coordinator for review and formal approval of the live-in aide's status.

Declaration of Household Status

A household consisting of an eligible person living in a housing unit with other persons must declare the nature of the relationship as either a family unit, roommates sharing housing or live-in-aide household at the time of initial Certification and subsequent Recertifications. The status of household members shall also be reflected in any lease addendum or rental agreement. Any change in household status thereafter must be reported to the client's Housing Coordinator within 10 days, and ongoing OHOP assistance following the change in household status may be subject to OHOP program approval (see "Changes in Family Unit"). Intentional misrepresentation of household status (a material fact used in making a determination as to the client's eligibility to receive services) is fraudulent and will result in termination.

Revised!

Referrals to OHOP

Per *DHS HIV Case Management and Supportive Service Program Service Definitions and Guidance*, referral to the OHOP program is required if client is determined to have non-emergency housing needs. "Non-emergency housing needs" is defined as: a person who needs supplemental housing assistance more than two weeks (14 days) in any fiscal year or who exceeds \$750 in Ryan White Program Part B housing assistance funds in any fiscal year. HIV case managers assign Acuity level as a part of a client's assessment. **Only "Life Area: Housing/Living Arrangement" levels 2-4 are eligible for referral to OHOP.**

Step-by-step OHOP Referral Process for HIV Case Managers:

1. Complete your full HIV case management intake and assessment, including acuity scale.
2. Determine client's housing need. Refer specifically to the "Life Area: Housing/Living Arrangement" acuity.
 - a. If a client has emergency housing needs, provide Ryan White Program Part B-funded housing assistance or referrals to emergency shelter or other emergency housing as appropriate.
3. Determine whether client meets basic OHOP eligibility criteria. If you are uncertain about whether a referral is appropriate, consult with the OHOP Program Coordinator.
4. Complete the OHOP Referral Packet (You can find the OHOP Referral Packet at www.healthoregon.org/ohop) by:
 - a. assisting the client to fill out the OHOP Client Self-Assessment Form
 - b. filling out the fax cover sheet with additional client information
 - c. obtaining and including a signed DHS Authorization for Use & Disclosure of Information Form (note that the client must *both* sign the form and initial the boxes allowing specific exchange of HIV/AIDS, mental health, and substance abuse-related information (as appropriate).)
 - d. including any documentation of the client's household income (pay stubs, SSI statements, etc) and current housing costs (copy of a lease or rental agreement, proof of mortgage balance, current utility bills, etc.).
5. Fax the OHOP Referral Packet to your local OHOP Housing Coordinator.
6. The OHOP Housing Coordinator will acknowledge receipt of the referral packet by email within two business days.
7. Based on the client's living situation, the OHOP Housing Coordinator will schedule a brief certification appointment with you and the client (either by phone or in person) within 2 business- to 60 calendar-days. The certification appointment will include brief additional questions to determine client eligibility for available housing programs and development of an initial housing plan to meet the client's emergency, short-term, and/or ongoing housing needs. The initial housing plan may include:
 - a. Coordination with the client's Case Manager to provide Ryan White Program-funded housing assistance
 - b. Referral to emergency shelter or other emergency housing
 - c. Referral to community-based transitional housing programs
 - d. Initiation of OHOP short-term rent, mortgage or utility assistance to prevent a housed client from becoming homeless
 - e. Referral to long-term affordable or permanent supportive housing programs like Section 8 or public housing.
 - f. Initiation of OHOP long-term rental assistance (or referral to the OHOP program wait list if a program slot is not immediately available).
8. If a client requires OHOP program assistance and an OHOP program slot is not immediately available, the client will be placed on an OHOP program wait list, ordered by the following factors: 1) the Housing Coordinator's assessment of the client's living situation acuity, 2) The Case Manager's assessment of the client's Overall Acuity, and 3) Date and time of the Case Manager's original client referral to the OHOP program.

- a. Any time a client on an OHOP wait list experiences a change in living situation or Overall Acuity, the Case Manager must update the OHOP Housing Coordinator in writing
 - b. To obtain an update regarding a client's position on an OHOP wait list, contact the OHOP Housing Coordinator. The OHOP Housing Coordinator will be able to issue very broad approximations of estimated wait list time for any given client, though these estimates are subject to the continuous changes in the wait list.
 - c. When a program slot opens for a client on the wait list, the OHOP Housing Coordinator will notify you and the client to schedule an appointment to initiate OHOP assistance.
9. From the point of development of the initial housing plan forward, the client's Housing Coordinator will take the lead role in assisting the client obtain and maintain stable housing, however the Housing Coordinator will work closely with you to assure ongoing coordination.

In the event that a client or prospective client contacts the OHOP program directly for services, that individual will be referred back to their local HIV case management program.

See Appendix A for a copy of the OHOP Client Referral Packet and OSSCR Program Client Referral Form.

III: Certification & Enrollment

A client is Certified in the OHOP program at the point at which the client is determined to be eligible for OHOP program services. A client is Enrolled at the point at which the client first receives direct financial assistance through the program. Both certified and enrolled clients are considered to be OHOP program participants.

Revised!

Certification

The Client Referral Packet, completed by the client and the HIV case manager, identifies the level of client need based on the following factors: (a) Overall Acuity Stage and (b) living situation acuity. The Housing Coordinator will prioritize Certification appointments for clients based on the acuity as identified in the Client Referral Packet. Clients who are homeless, in an uninhabitable housing situation, or accessing an emergency shelter receive the highest priority for a Certification appointment. To maintain the integrity of the program and assure that housing resources will be available for the maximum number of clients, it is imperative that the client and HIV case manager accurately identifies the client's living situation acuity in the referral packet. If the Housing Coordinator subsequently determines that the client or HIV case manager assessment was inaccurate, the Housing Coordinator may reassess the client's priority for scheduling of the Certification appointment and/or initiation of OHOP assistance.

New!

The Housing Coordinator will work with the HIV case manager to set up the Client OHOP Certification (Certification) appointment with the client. Though the actual timeline in which to schedule the appointment will vary depending on client need and Housing Coordinator availability, the appointment will generally be made using the following guidelines:

1. For clients with Living Situation Acuity level 4, the Housing Coordinator must complete an OHOP Certification appointment with the client within five (5) business days, and ideally within no more than two (2) business days.
2. For clients with Living Situation Acuity level 3, the Housing Coordinator must complete an OHOP Certification appointment with the client within ten (10) business days, and ideally within no more than five (5) business days.
3. For clients with Living Situation Acuity Level 2, the Housing Coordinator must complete an OHOP Certification appointment with the client within sixty (60) calendar days, and ideally no more than thirty (30) calendar days.

Once a Certification appointment is scheduled, the Housing Coordinator will send the HIV case manager an Appointment Reminder via email. The notice will inform the HIV case manager and the client to bring documentation related to the income of all household members and documentation necessary to verify status of a live-in aide, if appropriate.

The Certification appointment should be conducted in-person unless travel to meet the client in-person would cause undue delay in the certification process. In such cases, the Certification appointment may be conducted by telephone, provided that the client has access to a fax machine (either directly or through their HIV case manager) in order to sign and submit required forms. The Certification (whether by phone or in-person) should include both the Housing Coordinator

and HIV case manager. In-person Certification appointments are generally conducted in the office of the client's HIV case manager, though they may be conducted in the client's home if the client is a Homebound Client. A Homebound Client is defined as someone who has a physical and/or mental incapacity that prevents them from reporting to the agency for an appointment to apply for assistance. Homebound status may be temporary or permanent. Homebound status must be confirmed by the HIV case manager. Lack of personal transportation is not cause for an in-home Certification appointment.

If the client fails to attend the Certification appointment, the Housing Coordinator must begin a diligent search for the client (see "OHOP Housing Coordinator Responsibilities – Diligent Search for Client").

During the Certification appointment the Housing Coordinator will:

- a) Verify the client's current household composition and secure the client's declaration of household status as a single person, or as a family, roommates, and/or residing with a live-in aide.
- b) Verify client's annual income, and the income of all members of the client's household, to determine the total annual household income and program eligibility [also see "Verification of Household Income"]. If documentation is missing, the Housing Coordinator will give the client fifteen (15) days in which to deliver the documentation. If a follow-up appointment is necessary it will be scheduled at that time.
- c) Determine potential client barriers to find or maintain stable housing.
- d) Determine whether the client has the ability to read and whether the client requires translation assistance. Review applicable program rules, including the Client Participation Agreement, housing search and move-in procedures, and program grievance process with the client. Explain the contents of any program forms to be signed by the client.
- e) Assure that the client has signed a DHS "Notice of Privacy Practices" form and an "Authorization for Use & Disclosure of Information" form allowing the Housing Coordinator to exchange information with the client's HIV case manager. The Housing Coordinator will make a copy of the disclosure form for the HIV case manager.
- f) Work in collaboration with the HIV case manager and client to develop a preliminary Client Housing Stability Plan [also see "Client Housing Stability Plan"]. The initial Housing Stability Plan may include:
 - i) Coordination with the client's Case Manager to provide Ryan White Program-funded housing assistance
 - ii) Referral to emergency shelter or other emergency housing
 - iii) Referral to community-based transitional housing programs

- iv) Initiation of OHOP short-term rent, mortgage or utility assistance to prevent a housed client from becoming homeless
- v) Referral to long-term affordable or permanent supportive housing programs like Section 8 or public housing.
- vi) Initiation of OHOP long-term rental assistance (or referral to the OHOP program wait list if a program slot is not immediately available).

See Appendix B for Certification Forms and documents.

Verification of Household Income

Because the program requires that an applicant have an on-going source(s) of monthly income sufficient to meet their adjusted rent obligation and utility payments, applicants must supply information or documentation to verify the applicant's household income. An applicant with no household income must complete the "Affidavit of No Income" in order to establish proof of income. In this case, the client must attest that he or she will apply for benefits for which he or she is eligible (i.e. food stamps, SSDI, SSI). Within thirty days of signing the affidavit, the client will be required to provide proof of application for disability benefits and/or other financial benefits. This requirement for additional documentation should be noted in the client's Housing Stability Plan. Proof of application for required benefits may also come from the client's HIV case manager.

Annual household income that must be considered includes:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The 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, including lump sum payment for delayed start of a periodic payment;
3. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
4. Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under program funded, separately or jointly, by Federal, State or local governments (e.g, SSI/SSDI and general assistance available through state welfare programs);
5. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
6. Net income from the operation of a business or profession;
7. Interest, dividends, and other net income of any kind from real and personal property;
8. All regular pay, special pay and allowances of a member of the Armed Forces, except special hostile fire pay.

Household income that is **excluded** from consideration includes:

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

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property;
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student assistance paid directly to the student or to the educational institution;
7. Amounts received under training programs funded by HUD;
8. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS); or
9. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
10. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
11. Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
12. Temporary, non-recurring or sporadic income (including gifts);
13. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
14. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
15. Adoption assistance payments in excess of \$480 per adopted child;
16. Deferred periodic payments of SSI income and social security benefits;
17. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
18. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
19. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937:
 - (i) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

- (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C.5044, 5058);
- (iii) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626);
- (iv) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (v) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
- (vii) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Public Law 94-540, 90 Statute 2503-2504);
- (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117);
- (ix) Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C.1087uu);
- (x) Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056(f));
- (xi) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and
- (xii) Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Statute 1785);
- (xiii) Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment;
- (xiv) Payments received as AmeriCorps Living Allowances (29 U.S.C. Sec.1552);
- (xv) Payments received under WIC-Supplemental Food Program for Women, Infants, and Children;
- (xvi) Payments received under the National School Lunch Program (42 U.S.C. 175-176);
- (xvii) Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778);
- (xviii) Payments received under the Child Care Block Grant Act of 1990.

Housing Coordinators must certify all income or justification for exclusion of income through review of documents or third party written verification (See Appendix B for acceptable verification of income sources). Copies of documentation must be kept in the client chart.

Client income will generally be certified at each request for short-term assistance or annually as part of the annual recertification process for long-term rental assistance. If a client receiving

long-term rental assistance experiences a change in cumulative household income of more than \$200 per month, the client must report such a change to the Housing Coordinator within fifteen (15) days of such a change. At that time, the Housing Coordinator must recertify the client income and recalculate the client share of rent amount (See “Maximum Long-term Housing Assistance Amounts”).

Earned Income Disregard

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

Earned Income Disregard does not apply at initial Certification and determination of client eligibility. However, once a client has been determined to meet preliminary eligibility criteria, OHOP client households are eligible for earned income disregard if the household annual income increases as a result of:

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

Housing Coordinators must certify and maintain documentation of ongoing eligibility for earned income disregard in the client chart.

See Appendix H for additional information regarding earned income disregard.

IV: Client Housing Stability Plans

Goals of Housing Stability Plan

The objectives of the OHOP program are to ensure that clients: (a) maintain housing stability; (b) avoid homelessness; (c) experience increased access to health care and HIV-related treatment and (d) establish ongoing permanent housing. The initial Housing Stability Plan established with the client, case manager, and Housing Coordinator is generally considered a “living document,” and may be updated, amended, or replaced when the client, HIV case manager, and Housing Coordinator agree that it is necessary or beneficial to assisting the client meet the objectives of the OHOP program.

Each Housing Stability Plan will be unique to each client and should be structured to address the individual client’s strengths and barriers to meeting OHOP program objectives.

In order to maintain their housing assistance, clients must comply with OHOP program expectations (see “Client Responsibilities”). If the client, Housing Coordinator, or HIV case manager anticipates need for additional supportive service referrals in order for clients to comply with OHOP program expectations, plans for referrals to such services should be incorporated into the Client Housing Stability Plan (see “Housing Stability Assessment and Planning”).

The Housing Stability Plan is intended to assist a client, not penalize them. Therefore, every attempt must be made to assist the client to be successful in meeting the goals in their plan. A client cannot be terminated solely because they experience difficulty meeting the goals of the plan. An appropriate intervention to assist a client experiencing difficulty should include a case conference with the HIV case manager. If the HIV case manager cannot attend this case conference, the Housing Coordinator will communicate the results of the intervention to the HIV case manager.

Clients provided housing assistance with OHOP funds will likely experience improved access to health care and HIV-related treatment as a result of their own housing stability and effective coordination between the OHOP program and the Ryan White system of care and treatment.

Issues and Barriers Relating to Housing Stability

Housing Coordinators should be sensitive to, and attempt to proactively recognize, issues that could lead to or are causing a client’s housing instability. Housing Coordinators will work with clients and HIV case managers to identify potential issues and barriers relating to individual client’s housing stability during certification, but assessment and identification of these issues and barriers should continue throughout the client’s participation in OHOP. HIV case managers perform in-depth psychosocial and nurse assessments, which include the development of a Care Plan related to the disease, mental health and/or substance abuse and the provision of such

related care and treatment. They can provide the Housing Coordinator with information about client related factors that may become a barrier to the client's housing stability.

Examples of Issues or Barriers

Failure to make timely housing-related payments may be the result of limited income and financial resources, poor money management skills, deteriorating independent ability to keep up with bill paying tasks due to HIV-related health factors including fatigue and dementia, untreated or under-treated mental illness, or abuse of financial resources due to substance abuse. These same factors could impact clients' ability to maintain their housing units or cause criminal or disruptive behavior resulting in loss or damage to property and disturbance of neighbors. Intimate partner violence can also be a factor in the household.

A client's poor credit and/or criminal history may make it difficult for the client to obtain housing, but may also indicate past behaviors that, if repeated, may jeopardize housing stability. Similarly, a client's lack of documentation of U.S. citizenship or legal residency status may make it difficult to obtain housing, benefits, or income.

Case Management Coordination

A strong working partnership with the client's HIV case manager is critical to effective housing stability assessment and planning for the client. Communication between the Housing Coordinator and HIV case manager is essential to developing a full understanding of issues that may be causing risk to the client's ability to maintain their housing and the efforts being taken to assist the client in overcoming such issues through counseling, treatment or services. In addition, HIV case managers are the gatekeepers to services and care provided through the HIV/AIDS medical and support services delivery system. Therefore, it is necessary and required that service needs identified through the housing stability planning process be shared with the HIV case manager, both through their participation in the housing assessment and planning process and by maintaining a copy of the client's current Housing Stability Plan in the HIV case management client file.

In coordinating multiple delivery systems, there is always a risk that parties do not communicate often and effectively enough. Conflicting client instructions or planning efforts can result in duplication of effort and confusion for the client. Clients also may take advantage of communication difficulties between those serving the client. At a minimum every three months (quarterly) the Housing Coordinator is responsible for scheduling and meeting with the HIV case manager (face-to-face or via telephone) to include a discussion of recent case management and housing efforts, service referrals, barriers identified, possible solutions to assist shared clients and any areas requiring clarification in roles and responsibilities [also see "Roles, Responsibilities & Rights"].

Housing Stability Assessment & Planning

During the Certification appointment, the Housing Coordinator will conduct a housing stability assessment. The assessment is based upon information collected in the Client Self-Assessment Form and the Client Certification Form, and the information assists the client, Housing

Coordinator, and HIV case manager in the development of the client's Housing Stability Plan. The housing stability assessment includes four broad sets of information (all of which appear in the Client Self-Assessment Form and OHOP Client Certification Form) as follows:

1. Benefits and Other Sources of Income
 - ✓ The Housing Coordinator reviews the client's current benefits and other income to ensure continued receipt and/or to review the status of pending applications.
2. Potential Barriers to Securing Housing
 - ✓ The Housing Coordinator reviews the client's past behavior. Did the client pay his or her rent on time each month? Were there any landlord complaints regarding the condition of the unit or disturbance to neighbors? Were there any other program violations? If so, was the tenant or client-based matter resolved and how? What steps are necessary to resolve open issues?
3. Housing Needs and Preferences Assessment
 - ✓ The Housing Coordinator assesses the client's basic housing needs and preferences including preferred housing type, location, proximity to services, pets or service animals.
4. Expenses and Budgeting Assessment
 - ✓ Assess current expenses and client history with meeting monthly expenses.

Where the assessment identifies specific needs and barriers that may contribute to the client's housing instability, these are addressed through actionable items in the Client Housing Stability Plan, documented on the Client Housing Stability Plan form. To complete the form, the Housing coordinator will record specific activities meant to assist the client in meeting the OHOP program objectives, identification of the person(s) who is to complete each activity, a target date for completion each activity, and (upon update) the date that each activity is completed or revised and the outcome of that completion or revision. The initial Client Housing Stability Plan and subsequent revisions will be agreed upon by the client, HIV case manager, and Housing Coordinator, and all parties will indicate this agreement by signing the Client Housing Stability Plan.



New!

The specific activities identified in any given client's Housing Stability Plan are, by necessity, unique to that individual client, but Housing Stability Plans will often include several common activities. Objectives associated with the Housing Stability Plan may also vary depending on the type of OHOP assistance received. For instance, Housing Stability Plans for clients receiving short-term assistance will often focus concretely on increasing available income sources, decreasing discretionary spending, or addressing other short-term goals; Housing Stability Plans for clients using long-term assistance to obtain permanent housing following homelessness may include short-term activities related to securing housing and longer-term activities to address underlying needs such as substance abuse treatment, engagement in medical care, securing income and benefits, and signing up for other long-term rental assistance programs, such as Section 8; Housing Stability Plans for OSSCR clients will generally also address specific activities related to successfully meeting the ongoing conditions of their parole or probation and other activities aimed at avoiding criminal behavior and reducing recidivism.

Client Housing Stability Plan activities could (but will not necessarily) include:

- Application for and obtainment of other temporary or permanent rental assistance programs (such as Section 8 or HOME-TBA)
- Referral to and participation in “Ready to Rent” or “Second-chance Renters’ Rehab” classes
- Search for and obtainment of employment
- Budgeting and/or referral to financial advising
- Referral to and participation in vocational rehabilitation services
- Application for and obtainment of SSI, Food Stamps, or other public benefits
- Referral to meals-on-wheels or food pantry programs
- Enrollment in education or vocational training programs
- Referral to and participation in support groups, outpatient, or inpatient programs to address substance abuse
- Referral to and participation in first-time home buyer’s programs
- Search for and obtainment of more suitable, stable rental housing

When a client’s housing needs assessment indicates behaviors that may present barriers to obtaining or maintaining housing, it may be appropriate to specifically highlight applicable program expectations and responsibilities by placing them directly into the housing plan.

Examples could include:

- Paying the full amount of the client’s portion of the rent and/or utilities on time every month.
- Maintaining the client’s rental unit in a safe and sanitary condition and in the condition in which it was initially rented to them, which excludes normal wear and tear.
- Avoiding behavior (their own or that of a household member or guest) that would disturb their neighbors’ peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to or theft of others’ property, blocking or cluttering common areas or right-of-ways).

For clients receiving long-term rental assistance, the Housing Coordinator will re-assess the client’s housing stability at least annually as part of the recertification process, unless there has been a significant change or a client need has emerged that would require a review of the Housing Stability Plan. For clients receiving short-term assistance, this review must occur at each incident upon which the client is requesting short-term assistance. This review may occur by phone or during a visit with the client. The HIV case manager will always be invited and encouraged to participate.

Additionally, Housing Coordinators must review all Housing Stability Plans for all active clients at least quarterly, determine client progress toward meeting stated goals, and revise the Housing Stability Plan as necessary. Anytime the Housing Stability Plan is updated and signed by the client, a copy must be sent to and signed by the HIV case manager. A copy of the revised Housing Stability Plan will be kept by the HIV case manager in the client’s case management file and by the Housing Coordinator in the client’s OHOP file.

See Appendix B for Certification forms, including the Housing Stability Plan form.

V: Policies Specific to Deposit Assistance

Deposit and Move-In Cost Assistance Upon Enrollment

Clients new to the OHOP program may receive assistance with move-in costs if the client's household has insufficient funds to cover such costs. OHOP assistance with move-in costs may include payment of the full amount of any of the following costs required under the client's lease or rental agreement: 1) First-month's rent or rent prorate, 2) Last month's rent, 3) Refundable security deposit, 4) Refundable pet deposit, 5) Non-refundable cleaning fee, 6) Non-refundable pet fee. OHOP assistance may not include payment of application fees or moving expenses (i.e. truck rental, moving service). When necessary and when possible, Housing Coordinators should negotiate waiver of application fees and/or work with HIV case managers to provide assistance in paying application fees or moving expenses.

The total amount of deposits and move-in fees may not exceed two times the normal monthly rent. Requests for exception to this policy will be reviewed by the Program Coordinator and may be granted on a case-by-case basis.

Landlords must pay directly to the OHOP program the full refunded amount of any deposits paid by the OHOP program. Clients may not accept payment of refunded amounts of any deposits paid by the OHOP program and should, instead, instruct the landlord to pay such amounts directly to the OHOP program.

Assistance in Response to Difficulties with Security Deposit Return by Landlord

In general, clients who move from one OHOP-assisted unit to another will not receive additional move-in cost assistance. Any deposits refunded to the OHOP program from the first OHOP-assisted unit may be applied to deposits at the new OHOP-assisted unit. If OHOP-paid deposits from the first unit are not refunded, the OHOP program will not provide assistance to cover move-in costs at the new OHOP-assisted unit. Clients are responsible for providing adequate notice to landlords, making repairs to client-caused damage beyond normal wear and tear, and taking any other necessary steps prior to vacating a unit to ensure that the full deposit amount is returned.

A client vacating a unit assisted under the OHOP program may receive assistance with move-in costs (as outlined above) for a new housing unit if difficulties arise in collecting the deposit that the client had paid the former landlord. Eligibility for such assistance is based in the following: (a) an exit inspection determines that no damage beyond wear or tear has occurred or that the repair of present conditions are the responsibility of the landlord; (b) the client kept up with his or her portion of the rent; and (c) letters or other documents from the landlord evidencing the landlord's refusal to return all or part of the deposit. The OHOP program will take all measures available to collect the deposit funds paid to the former landlord in the event that the landlord does not promptly, or refuses to, refund the deposit paid by the OHOP program

Clients may also be eligible for limited move-in cost assistance through the OHOP program if the move-in costs for the client's new unit exceed the amount of the fully refunded move-in costs from the unit they are vacating. By example: A client moves from one OHOP-assisted unit to a new OHOP-assisted unit. The full amount of the refundable deposit from the first unit is returned to the client or to the OHOP program, but this amount is less than the move in costs for the second unit. The OHOP program will apply the full amount of the refunded deposit to the new unit and may provide additional new assistance with the additional move-in costs.

Payment of move-in costs for clients moving from one OHOP-assisted unit to another is subject to the availability of the funds and is approved by the Program Coordinator only on a case-by-case basis.

Return of deposits upon client transitions from OHOP

When clients leave the OHOP program but remain in housing for which the OHOP program provided deposit assistance, the OHOP program does not require immediate repayment of OHOP-paid deposit assistance. However, if the client leaves the housing at a future date, the full amount of any OHOP-paid deposit that is refunded by the landlord should be paid directly to the OHOP program, rather than to the client.

Request for Deposit Payment Assistance

The Housing Coordinator will request deposit assistance payment by completing the Rental Assistance Account Set-up/Change Form and sending it by e-mail to the OHOP Fiscal Coordinator with a copy to the OHOP Program Coordinator. The Rental Assistance Account Set-up/Change Form includes account set-up information for the client's landlord as well as information regarding the nature and amount of the requested payment. The Housing Coordinator should indicate that the request is for deposit assistance only.

All new
Section!

New
Service!

VI: Policies Specific to Short-term Housing Assistance

The OHOP program short-term rent, mortgage and utility (STRMU) assistance serves persons who require assistance with rental, mortgage and/or utility payments on a short-term basis, not to exceed 12 weeks (consecutive or not) within a 52-week period. The goal of the program is to prevent currently-housed tenants or mortgagors from becoming homeless as a result of temporary financial pressures. This assistance may also be applied to past due rent, mortgage or utility payments, though assistance may not be provided for costs accruing over a period of more than 12-weeks in any 52-week period.

This program is not intended to provide continuous or perpetual assistance. Clients and Housing Coordinators must look to other housing programs offering long-term housing assistance rather than this program if the client assessment indicates that little or no improvement of the assessed conditions that caused the financial burden is likely during or after the 12-week benefit period.

Clients receiving assistance through OHOP long-term rental assistance or other long-term housing assistance programs, such as the Housing Choice Voucher (Section 8) Program, are ineligible for assistance under this program. Clients who are currently homeless are also not eligible, as short-term assistance is intended to prevent housed clients from becoming homeless.

OHOP is a “needs-based” program, therefore applicants must demonstrate the level of assistance needed through verifiable documentation. In order to be eligible to receive rent, mortgage or utility assistance under this program, applicants must demonstrate, through verifiable documentation, that circumstance(s) beyond the control of the applicant has resulted in inability to meet their current financial obligations. Documentation must confirm that applicants meet all other OHOP program eligibility criteria and that they are the named owner of mortgaged real property, lease holder of a rented/leased unit, or named as the responsible party for utility payments. Assisted persons will also be required to participate in a housing plan designed to assist the client in maintaining financial and housing stability following the short-term period of assistance.

Eligibility

In order to be eligible for OHOP short-term housing assistance clients must meet all general OHOP eligibility criteria, and must additionally demonstrate through verifiable documentation that:

1. the client is a tenant on a valid lease or rental agreement for property in which they have been residing for a minimum of one month prior to seeking OHOP short-term assistance, or be the owner of a mortgaged dwelling in which they reside;
2. the client is the named tenant or legal occupant under a valid lease or rental agreement (to receive a rental payment), the resident owner of mortgaged real property (to receive a mortgage payment), or have an account in their name with a utility company **or** proof of responsibility to make utility payments (to receive a utility payment);

3. the client has on-going source(s) of monthly income sufficient to meet rent or mortgage obligation and utility payments during or after the 12-week period of assistance **or** the client has reasonable expectation that long-term assistance will be available to the client during or immediately after the 12-week period of assistance;
4. *and* the applicant has or is experiencing circumstance(s) beyond the applicant's control which has resulted in an inability to meet rent, mortgage and/or utility obligations in spite of ongoing income or long-term assistance source(s).

Documentation of Eligibility

Satisfactory evidence of tenancy includes a lease or rental agreement naming the client as leaseholder or eligible household occupant, or a default/late payment notice that identifies the client or a resident member of the family as a named tenant under the lease or rental agreement.

Satisfactory evidence of ownership of encumbered property includes: (i) a deed accompanied by a mortgage or deed of trust; (ii) a mortgage or deed of trust default/late payment notice which identifies the client or a resident member of the family as the property owner/debtor; or (iii) a valid, current dated title insurance policy identifying the client or a resident member of the family as property owner/debtor.

Satisfactory evidence of proof of responsibility to make utility payments includes a utility bill in the client's name or cancelled checks or receipts in the clients name from a utility company.

Individuals who have prior criminal histories, poor credit or lack of rental history often do not have leases or utility accounts in their name, but may still be responsible for paying the housing expenses. Forms of documentation of responsibility for payment of housing costs other than those listed above are generally insufficient to document eligibility for STRMU, but may be approved by the OHOP Program Coordinator on a case-by-case basis.

In the case of a family (i.e. spouse or minor is the OHOP-eligible client and resides in the dwelling to be assisted, but is not named on the lease, mortgage or utility account), documentation of legal relationship to the person named on the mortgage, lease or utility account must be provided (i.e. marriage and birth certificates; legal guardianship papers). In the case of a family unit comprised of individuals who are not related by blood, marriage, or other legally documented sanction, all members of the family unit must sign a written statement acknowledging the family relationship between the eligible client and the person named on the mortgage or utility account.

Assessment of the client's long-term housing stability and circumstances giving rise to short-term housing assistance needs is completed and documented through completion of : (i) the OHOP Referral Packet (including Client Self-Assessment), (ii) the OHOP Certification and accompanying form, (iii) the Budget and STRMU Assistance Form, and (iv) the Housing Stability Plan.

Initial Short-term Housing Need Assessment and Planning

Initial Assessment of Short-term Housing Need

If a client's Referral Packet and subsequent Certification appointment indicate that the client is likely eligible for and would benefit from STRMU assistance, the client's OHOP Housing Coordinator will work with the client and the HIV case manager to further assess the client's current and expected future circumstances that affect the client's ability to maintain stability in their existing housing. Because short-term housing needs will generally be financial in nature, careful assessment of the client's current financial circumstances must be documented using the OHOP Budget and STRMU Assistance Form. This form is comprised of two parts: a budget work sheet that must be completed and signed by the client, and a STRMU Assistance Determination Worksheet that must be completed by the Housing Coordinator.

Any items recorded on the budget worksheet that are marked with a check box must be verified through appropriate documentation (see Appendix B for acceptable verification of income sources and expenses). Completion of the budget worksheet should reflect, as accurately as possible, the client's actual *current* income sources and expenses. The client must sign and date the budget work sheet when it is complete.

Using the information gathered through the OHOP Referral Packet, budget worksheet, and Certification appointment interview, the Housing Coordinator will complete the preliminary short-term housing need assessment by completing the STRMU Assistance Determination Worksheet. The work sheet includes a step-by-step review of the client's general eligibility for STRMU assistance, including documentation of: (i) income eligibility, (ii) the client's current housing costs as a percentage of the client's income, (iii) any past-due housing costs and the associated time period(s) in which these costs were incurred, and (iv) the circumstances creating the client's current financial need.

Examples of Circumstances Creating Financial Need

1. Examples of Circumstances Beyond Client's Control: The client is unable to pay rent, mortgage, utilities at the time assistance is requested because (a) the client is unable to work due to recent hospitalization and, therefore, received significantly less pay and unable to cover expenses; (b) the client had to recently purchase unexpected costly HIV medications or pay for unexpected medical expenses out of pocket; (c) the client was not hospitalized but too ill to work in the recent past according to a physician's statement, and the client did not have a salaried position where sick and annual leave was accrued; (d) the client left employment, has been declared presumptively eligible for disability benefits and is pending commencement of benefits; or (e) the client has attempted, but been unsuccessful in collecting child support legally owed the applicant.
2. Examples of Circumstances Not Beyond Client's Control: The client used their limited income to make payments on a vehicle beyond their means; pay for excessive long distance or cellular telephone calls; purchase illegal drugs; purchase frivolous or financially excessive items; pay traffic citations, court, restitution or probation costs; or otherwise chose to forego payment of housing costs despite the ability to do so with the presumption or expectation that OHOP would pay housing costs.

Preliminary Housing Stability Planning

All information gathered through the Housing Coordinator's preliminary assessment of the client's short-term housing need will be used to develop a preliminary Housing Stability Plan. The Housing Coordinator must work with the client and the client's HIV case manager to develop a Housing Stability Plan that addresses specific budgeting strategies, behavioral interventions, and/or referrals to alternative resources to assist the client in avoiding future housing instability. The goal of the Housing Stability Plan is to assist the recipient in maintaining independence from OHOP at the end of the time-limited assistance.

The Housing Stability Plan may include, but is not limited to:

1. direct provision of:
 - a. Ryan White Program emergency housing assistance (in collaboration with the client's HIV case manager),
 - b. OHOP short-term assistance;
2. client referral to:
 - a. mortgage counseling and other credit or financial counseling,
 - b. OHOP long-term rental assistance or other long-term community-based housing assistance;
3. client exploration of:
 - a. lower cost housing options,
 - b. housing options with or near family members for increased family support,
 - c. moving to a community where the recipient has a support network and/or access to affordable and available housing;
4. Housing Coordinator assistance to the client in negotiating payment plans (independent of or in conjunction with short-term housing assistance) with the client's landlord, mortgagee, or utility company, as appropriate.

The plan must be agreed upon by all parties, as evidenced through the signature of the client, the client's HIV case manager, and the Housing Coordinator. Documentation of efforts to help the clients to maintain affordable housing must be maintained in the client's file. With each request for OHOP short-term housing assistance, the Housing Stability Plan must be reviewed. Housing Coordinators may deny further assistance if the client does not demonstrate an effort to implement all or portions of his or her Housing Plan.

In situations in which the Housing Coordinator determines that the circumstances creating the client's financial need were not beyond the client's control, the Housing Coordinator will assess the client's willingness and ability to successfully enact the Housing Stability Plan. Based upon that assessment, the Housing Coordinator may either: (i) deny the client's request for short-term housing assistance, or (ii) on a one-time basis, approve a short-term housing assistance payment sufficient to meet the client's immediate housing need. If short-term assistance is provided on a such a one-time basis, the client's future eligibility for additional short-term payments will be fully conditional upon the client's demonstrated enactment of the Housing Stability Plan.

In any situation in which the client's circumstances creating financial need include the client's payment of medical expenses, the Housing Coordinator must work with the client and the client's HIV case manager to determine whether the client's medical expenses could be defrayed

through HIV Case Management and Supportive Services or CAREAssist program resources. Any Housing Stability Plans for clients whose need is as a result of medical expenses must include referral to and/or coordination with these essential HIV Care and Treatment Program resources.

Time Limitations & Determination of Short-term Assistance Amounts

Time Limitations on Assistance (12 weeks in a 52-week period)

Federal HOPWA regulations place strict time limitations on short-term rental, mortgage or utility assistance. Under Federal regulations, assistance may not be provided for costs accruing over a period of more than twenty-one (21) weeks in any fifty-two (52)-week period. The OHOP program further restricts OHOP short-term housing assistance to costs accruing over a period of not more than twelve (12) weeks in any fifty-two (52)-week period. It is due to this strict time limitation that OHOP short-term housing assistance is limited to those who could otherwise afford to live in their housing situation after the period of assistance provided.

The OHOP Program Coordinator may, on a case-by-case basis approve short-term housing assistance for costs accruing over a period of greater than twelve (12) weeks, but less than twenty-one (21) weeks in any fifty-two (52)-week period. Such exceptions are rare and are generally only approved when the additional weeks of assistance are tied to a very specific Housing Stability Plan that demonstrates the clear need for the additional assistance and clear likelihood that the client will achieve long-term housing stability within the additional time period.

Calculation of Weeks of Assistance and 52-week Eligibility Period

Weeks of assistance are calculated by first determining the actual period of time in which the housing costs (rent, mortgage, or utility costs) accrued and then determining which portion of those costs are being paid through OHOP short-term assistance.

Utility bills generally specify the exact time period in which charges accrued (for example, June 6 – July 8), and rent and mortgage costs generally accrue for full individual calendar months. Full calendar months are always rounded to four (4) full weeks. Partial weeks of four (4) or more days are rounded to a full week, and partial weeks of three (3) or fewer days are not counted unless the partial week represents the only period of requested assistance, in which case it is counted as a full week.

Although OHOP does not require the client to pay a portion of the rent, mortgage or utility bill when receiving short-term housing assistance, the assistance must not be used to relieve the household responsibility for their rent, mortgage, or utility payments in the absence of inability to pay. If a client is capable of paying some, but not all, of their required payments, the Housing Coordinator may negotiate an appropriate amount for the household's contribution to ensure these partial payments are made by the client. This limits short-term housing assistance to the difference between the amounts due and the amount the client is able to pay. If clients know that they could save some weeks of assistance for future emergencies by paying at least a portion of

the debt and having the assisted portion count as only a portion of the month, it fosters more incentive and accountability with that client.

In situations in which OHOP is providing assistance for only a portion of the accrued housing costs, the total weeks of assistance are determined by calculating the prorated amount of assistance by using the following formula:

$$\left[\frac{\text{OHOP Assistance Amount}}{\text{Total Accrued Housing Cost}} \right] \times \text{Total Weeks in Which Costs Accrued} = \text{Weeks of Assistance}$$

The final value determined for Weeks of Assistance is always rounded up to the next full week.

Example #1: the Housing Coordinator might determine through the assessment process that the client is able to pay \$100 of their \$400 rent (equal to ¼ of the total). For the purposes of tracking, the amount of weeks or period of assistance used would be only for the part of the monthly housing costs paid by OHOP, which in this case is ¾ of the month or three weeks of assistance.

Example #2:

November 2007						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2007						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

A client is requesting assistance for a utility bill that accrued for the period of November 7 – December 11. The full amount of the utility bill is \$136.00. The total weeks in which costs accrued was five (5) [One partial week of four days (Nov 7 – 10), rounded to a full week; four full weeks (Nov 11 – 17, Nov 18 – 24, Nov 25 – Dec 1, and Dec 2 – 8); and one partial week of three days (Dec 9 – 11), not counted]. However, the Housing Coordinator assesses and the client agrees that she can pay \$50 toward the accrued bill, leaving OHOP to assist with \$86. For tracking purposes, the weeks of assistance would be calculated as follows:

$$\left[\frac{\$86}{\$136} \right] \times 5 \text{ weeks of accrual} = (0.63) \times 5 = \mathbf{3.16}$$

The final value of 3.16 weeks would be round up to the next full week, or 4 weeks of assistance. (In this specific example, the Housing Coordinator might want to negotiate with the client to pay \$55 of her bill, as this would result in an OHOP payment amount of \$81, and a final value of 2.98, which would round to only 3 weeks of assistance.)

If **both** a rent or mortgage bill *and* utility bill are paid to address the household's STRMU need, but the dates of service do not coincide, the weeks of assistance would be calculated as follows: Count this overall weeks of assistance as one month (4 weeks) if at least 14 days of the utility period coincide with the rent/mortgage period. In situations where less than 14 days coincide, the remaining portion of the utility period will be attributed to the next month for tracking purposes.

Example #1: (reference the calendars above) A rental period of November 1 – 31 is rounded to 4 weeks. The utility period of November 7 – December 11 results in 24 days coinciding with the rental period; therefore, a total of 4 weeks is counted in November for the payment of *both* rent and utilities.

Example #2: (reference the calendars above) A rental period of November 1 – 31 is rounded to 4 weeks. The utility period of November 20 – December 19 results in only 11 days coinciding with the rental period; therefore, a total of 4 weeks is counted in November for the payment of rent and utilities *and* an additional 3 weeks is counted in December for the additional period of utility assistance for a total of 7 weeks of assistance.

The twelve (12) weeks of assistance do not have to be consecutive, but the fifty-two (52)-week period of eligibility is. This fifty-two (52)-week period is client-specific, commencing on the first day of the period of time for which the client is assisted and ending one calendar year later. For example: If the OHOP program makes the first short-term housing assistance payment on behalf of a new client to cover the full amount of the client's June 2007 rent, the client's fifty-two (52)-week eligibility period would begin on June 1, 2007, and end on May 31, 2008, regardless of the date on which the payment was actually made.

Clients who receive short-term assistance in one fifty-two (52)-week period are eligible to receive payments in any subsequent fifty-two (52)-week period, provided that the client continues to meet all eligibility criteria. Clients should not, however, rely on the ongoing availability of OHOP short-term housing assistance, as the assistance is conditional on several factors including continued client eligibility for services and availability of funds.

Requests for Assistance and Notice of Pending or Denied Payments

Once the Housing Coordinator has determined the client's eligibility for services, documented the need for assistance, and determined the amount of assistance required to meet the need, the Housing Coordinator will issue to the client a Short-term Housing Assistance Notice of Action that details the requested payment amount the number of weeks of assistance represented by the request, the start- and end-date of the client's fifty-two (52)-week eligibility period, and the number of weeks of assistance used to-date within the client's eligibility period.

The Housing Coordinator will then also complete an corresponding request for an OHOP short-term housing assistance payment by completing a STRMU Assistance Form and sending the form by e-mail to the OHOP Fiscal Coordinator with a copy to the OHOP Program Coordinator. The STRMU Assistance Form includes account set-up information for the client's landlord, mortgagee, and/or utility company(s), the start- and end-date of the client's fifty-two (52) week

eligibility period, the specific time periods in which the costs associated with the assistance request were accrued, and the total weeks of assistance represented by the request.

Standard requests for payment are typically received by the client's landlord, mortgagee, and/or utility company within 3 – 7 business days of receipt of the STRMU Assistance Form. "Rush" requests can be received in a minimum of 2 business days (or within the same business day if processed by VISA payment).

In the event that client is deemed ineligible for or otherwise denied assistance, the client's Short-term Housing Assistance Notice of Action will include a written explanation of the determination and the source of authority for determining the client's ineligible status for assistance. If the client is not satisfied, does not understand the decision, or wishes to challenge the decision, the applicant may file a complaint or grievance in accordance with the OHOP Grievance Procedures (see Concerns/Complaints, Appeals, and Grievance Process). Appropriate referrals to other resources and for other funding sources should be explored with the client.

Additional Limitations and Conditions

1. OHOP short-term housing assistance cannot provide emergency housing assistance to persons who are homeless or need assistance with move-in costs. Only persons who are currently housed and named on a lease or mortgage are eligible for short-term emergency rental, mortgage or utility assistance. This assistance cannot be used for move-in expenses, though other OHOP, Ryan White Program, or community-based assistance may be able to address these needs.
2. The OHOP program may not make payment of more than the actual cost of rent/lease, mortgage or utility. Condominium and/or association fees can be included in mortgage assistance. Property taxes which are not included as part of the mortgage payment may not be paid with OHOP funds.
3. OHOP short-time assistance may only assist with basic utilities, meaning electricity, heating utilities, water, sewer, and garbage. OHOP short-term assistance cannot be applied to charges for telephone (cellular or land-line).
5. OHOP long-term rental assistance rent standard and utility allowance guidelines do not apply to rent or mortgage assistance under the OHOP short-term assistance program, however assistance must be contingent upon the client's ongoing ability to independently afford the assisted unit and/or secure alternative permanent, affordable housing within the period of assistance.
6. Units assisted through OHOP short-term housing assistance are not required to pass an OHOP housing habitability standards inspection; however, if the Housing Coordinator assesses that a client is residing in substandard housing, the client's Housing Stability Plan must address measures to correct unit deficiencies, or to move the client to housing that meets OHOP habitability standards.
7. While HUD regulations permit HUD to grant a waiver of the 21-week time limitation on a case-by-case basis, HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

VII: Policies Specific to Long-term Rental Assistance

The OHOP program provides ongoing monthly rental assistance for rental housing (including manufactured homes and manufactured home sites), apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of residential treatment facilities. Allowable rental housing may include affordable rental housing, as long as it is not unit-based subsidized housing (e.g. public housing units in which the tenant pays a variable rent amount based on a percentage of the tenant’s income and in which the subsidy is tied to the unit rather than transferable with the tenant if the tenant leaves the unit). Financial assistance to clients may include and is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including a utility allowance when applicable).

The amount of monthly rental assistance under this program is based on the payment standard established by the Local Housing Authority (LHA) or the area’s Fair Market Rent (as established by HUD). The maximum amount of assistance is the lower of; i) the rent standard for the unit size or; ii) the actual rent amount for the unit. The OHOP program cannot provide rental assistance for a client’s household at more than one property during any consecutive period of time; in such instances (e.g. the client is moving to another property and the rental agreement on the new property begins before the rental agreement at the current property ends), the client will need to seek additional resources to pay for the housing costs at the second property during the overlapping period.

Revised!

Referral and Wait List

Based upon available OHOP program resources, it may be necessary to create a waiting list for long-term rental assistance at any time. Short-term assistance and deposit assistance will be awarded on a first-come, first-served basis within each program year and with no accompanying wait list. The waiting list for long-term rental assistance will be managed statewide by the OHOP Program Coordinator to assure equal access in all service regions.

The OHOP waiting list policy ensures that the people in the greatest need get housed first. Housing need is assessed by using the clients overall HIV Case Management Standards of Service Acuity and the individual acuity for “Living Situation,” which will indicate the clients housing situation. It is imperative that HIV case managers and OHOP Housing Coordinators accurately represent their client’s general and living situation acuity to assure that the clients in immediate crisis are served first.

For purposes of referral to the OHOP wait list, Housing Coordinators should not make a Living Situation Acuity Level assignment for an OHOP referral independent of the client’s HIV case management assessment. In any situation in which the client’s living situation is not directly reflected by one of the Living Situation Acuity Level descriptions or if an OHOP Housing Coordinator is otherwise unsure of the appropriate acuity level assignment based on his/her

assessment of the client’s living situation, the Housing Coordinator must consult with the OHOP Program Coordinator to determine the appropriate acuity level assignment.

Final placement on the OHOP waiting list will be determined by the OHOP Program Coordinator. Clients will be moved from the waiting list to OHOP program service based on priority level. Priority level will be determined first by living situation acuity, then by overall acuity, and finally by date referred to the OHOP program. Living situation acuity levels are:

Acuity Level #2	Acuity Level #3	Acuity Level #4
Living in stable subsidized housing (public housing, private subsidized housing or secure Section-8 voucher)	Formerly independent family or individual temporarily residing with family or friends.	Needs assisted living facility; unable to live independently.
Safe & secure non-subsidized housing, but choices limited due to moderate income.	Eviction imminent.	Home uninhabitable due to health and/or structural safety hazards.
Housing is habitable, but requires limited improvements.	Living in temporary (<3 mo.) transitional shelter.	Recently evicted from rental or residential program.
Housing is in jeopardy due to projected financial strain (>30 days); needs assistance with rent/ utilities to maintain housing.	Housing is in jeopardy due to immediate projected financial strain (<30 days); needs assistance with rent/utilities to maintain housing.	Homeless, (living in emergency shelter, car, on street/camping, etc.)
Living in long-term (>3 mo.) transitional rental housing.	No stable family to live with.	
Client incarcerated (release date >3 mo.)	Client incarcerated (release date <3 mo.)	

If the HIV case manager determines that a client on the wait list no longer requires OHOP assistance or no longer qualifies for OHOP assistance, the HIV case manager must withdraw the client’s referral to the wait list by contacting the local OHOP Housing Coordinator in writing. The HIV case manager should request withdrawal of the client referral as soon as he/she becomes aware of the change in client status leading to the withdrawal.

The OHOP Program Coordinator will inform the Housing Coordinator and the client’s HIV case manager regarding the Program’s final placement of the referred client on the OHOP waiting list.

As the Housing Coordinators are informed of vacancies or pending OHOP vacancies, the applicant’s HIV case manager will be immediately contacted. If the client is unable to begin the Certification process within a reasonable period (30 days), the next applicant from the waiting list will be contacted and the first applicant will be removed from the wait list. The OHOP Program Coordinator will notify the HIV case manager and housing coordinator of this action. If

the client requires OHOP assistance at a future date, the HIV case manager may re-refer the client to the program, and the client will be placed on the wait list based on priority.

The OHOP Program will contact each HIV case manager who has clients on the OHOP waiting list at least every six months. The purpose of this contact is to confirm continued interest in the waiting list and to confirm the information submitted on the Client Referral Form.

Housing Search Guidelines & Time Limitations

Identifying Suitable Housing- Rental Search Guidelines

During the first appointment following the client's enrollment in long-term rental assistance, the Housing Coordinator must provide the client with a copy of the Rental Housing Search Guidelines, which set forth in writing the list of criteria to be employed by the client when searching for suitable housing. Such guidelines will cover:

a) **Permissible Unit Size(s):**

The guidelines must set forth acceptable unit size(s) under the Occupancy Standard (see table below) applicable to the client's household composition by setting out the required living areas (living room, kitchen and bathroom) and the minimum and maximum number of bedrooms that an acceptable unit may have.

b) **Maximum Rent(s) Allowed:**

The guidelines must set forth the maximum amounts of rent that a landlord may receive for the unit under the program rules. Such amount is based on the client's monthly income, unit size(s) available to the client under the occupancy standard, the rent standard for such unit size and whether utilities are included or excluded.

c) **Habitability Standards Checklist:**

The guidelines must set forth a list of basic habitability standards for the client to check against when examining the rental unit. While this client check-off list is not as detailed or exhaustive as the Habitability Standards Checklist employed by the OHOP program, the checklist serves to assist the client in flagging, or altogether eliminating, units that would not pass inspection without some degree of effort on the part of the landlord to make repairs

Housing Resource Identification

The Housing Coordinator will offer the client a housing resource listing. This resource listing may include currently available rental properties as advertised in local newspapers or other publications, listings of affordable rental housing properties, or other housing resources that meet identified client needs such as inpatient substance abuse treatment facilities, assisted living facilities, or transitional housing programs. In addition, the OHOP program expects that the HIV case manager would also assist the client in locating suitable housing, as appropriate. The Housing Coordinator is not allowed to transport clients to view properties or complete rental applications on behalf of the client.

Sixty (60) Day Maximum Period of Time to Locate Housing

The client must find a suitable housing unit that passes a habitability standards inspection and meets other OHOP program requirements within sixty (60) days of being enrolled in the OHOP program.

- a) Failure to locate such housing within the sixty (60) days allotted will result in immediate termination. However, the Housing Coordinator will have the discretion to extend the sixty day period to locate suitable housing by two (2) additional thirty day periods due to extenuating circumstances, which must be noted in the client file. The first request for an extension must be made prior to the expiration of the initial sixty-day search period. Extensions are only effective if given to the client in writing. Copies of any extensions must be maintained in the client file.
- b) This sixty (60) day period in which to locate suitable housing also applies in the event that a client already receiving OHOP assistance is required to move (e.g. landlord issues 30-day notice, client requests to move voluntarily, client must move due to recertification with change in household status or size). The client shall locate a new housing unit that passes a housing quality inspection within sixty days of the Housing Coordinator's issuance of Housing Search Guidelines.
- c) If the client fails to locate suitable housing within the sixty (60) days housing search period (or within the additional maximum of two (2) thirty (30) day extension periods, if requested and approved), the housing coordinator will provide to the client written termination notice using the "Notice of Expiration of Housing Search Period" form. The notice will include a copy of the OHOP grievance procedure and grievance form.

Clients may be considered for return to active client status following failure to locate housing within the OHOP authorized timeframe, under the following procedure:

- a) The HIV case manager must reassess the client's overall and living situation acuties.
- b) The HIV case manager must work with the client to complete a case management Care Plan form (DHS 8400) that outlines how the client will be assisted in any future OHOP housing search. The plan should include specific information regarding the frequency of client contact with the case manager, volunteers, or other care providers in the community who will assist the client in the housing search process. The plan should also clearly outline the specific duties of the client, case manager, and volunteers or other care providers who will assist the client in the housing search. The plan **should not** include increased duties for the housing coordinator above and beyond those typically performed by the housing coordinator in the housing search process.

- c) The HIV case manager must refer the client to the OHOP program wait list by faxing a program referral form and a copy of the Care Plan to the OHOP Program Coordinator.
- d) If, at the sole discretion of the OHOP Program Coordinator, the care plan is determined to be sufficient to ensure that the client has adequate assistance to successfully complete a future housing search, the client will be added to the OHOP wait list. The OHOP Program Coordinator will notify the client, case manager, and housing coordinator when an OHOP program slot becomes available for the client. At that time, the housing coordinator will recertify the client, and the client will begin an additional housing search period not to exceed 60 days. No extensions will be granted. If the client is unable to find a suitable housing unit that passes a habitability standards inspection and meets other OHOP program requirements within sixty (60) days of being re-enrolled in the OHOP program, the client will be terminated from the OHOP program immediately.
- e) If the OHOP Program Coordinator concludes that the plan is not sufficient, the OHOP Program Coordinator will contact the case manager to attempt to develop a plan that is sufficient. If a sufficient plan cannot be developed, the client will not be returned to the OHOP wait list. The OHOP Program Coordinator will notify the client of this decision by certified mail, and the notice will include a copy of the OHOP grievance procedure and grievance form.

Housing Options

The OHOP program provides tenant-based rental assistance towards suitable rental housing selected by the client, which includes manufactured homes and manufactured home sites, apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of residential treatment facilities. Recreational vehicles are regarded as motorized vehicles and are not considered suitable rental housing. While the program respects the client choice in housing, the units that can be assisted under the OHOP program are limited by: (1) household unit size determined under the OHOP program occupancy standard; (2) the rent standard for the household unit size; and (3) the rental unit's ability to meet minimum habitability standards. The amount of monthly rental assistance under this program is based on the payment standard established by the Local Housing Authority (LHA) or the Fair Market Rent published by HUD. The maximum amount of assistance is the lower of; i) the OHOP rent standard for the unit size or; ii) the actual rent amount for the unit.

In addition, a client may not rent a room from a relative or family member and then request OHOP assistance as an individual. Rental assistance cannot be approved for a "unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless [OHOP, as the Grantee] determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities." 24 CFR 982.206(d) [also see "Equal Opportunity and Reasonable Accommodation"]

Clients are only eligible to receive OHOP assistance for units rented in the county from which the client was referred. If the client must rent a unit in a different county than the county from which the client was referred, the client must secure approval to do so from the Program Coordinator prior to renting the unit. Requests for exception to this policy will be reviewed by the Program Coordinator and may be granted on a case-by-case basis.

Occupancy Standard

The occupancy standard established by the OHOP program follows the Section 8 Housing Choice standard.

Occupancy Standard by Which to Determine the Household Unit Size

- a) Federal policy limits subsidy support to the smallest number of bedrooms needed to house the client and household members without overcrowding;
- b) However, the rental unit must be consistent with the space requirements under the federal housing quality standards:
- g) The rental unit must have a living room (which may double as a sleeping area), a kitchen area, and a bathroom.
 - i) The rental unit must have at least one bedroom or living/sleeping room for each two persons. Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping area.
- c) In determining allowable unit size, a married couple or domestic partners will be limited to one bedroom when calculating minimum number of bedrooms unless reasonable accommodation requires otherwise.
- d) A live-in aide, approved by the OHOP program to reside in the unit to care for the client or a household member with a disability or elderly, must be counted in determining the household unit size.
- e) The unit size for a household comprised of a single person is limited to a zero or one-bedroom unit, unless an approved live-in aide resides with the person.
- f) Two elderly or disabled household members may be given separate bedrooms if a reasonable accommodation is requested and approved.
- g) A child who is (a) in the legal joint custody of a member of the client's household or (b) temporarily away from the home because of placement in foster care is considered a member of the family in determining household unit size.
- h) A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- i) The occupancy standard must be applied consistently for all families/households of like size and composition.

Occupancy Standard

<i>Number in Household</i>	<i>Minimum and Maximum* Unit Size</i>
1	0 to 1 Bedroom
2	1 to 2 Bedrooms
3	1 to 3 Bedrooms
4	2 to 4 Bedrooms
5	2 to 5 Bedrooms
6	2 to 6 Bedrooms
7	3 to 6 Bedrooms
8	3 to 6 Bedrooms
9	4 to 6 Bedrooms
10	4 to 6 Bedrooms

* Note that the maximum unit size allowable depends on multiple factors (see above), including the age and genders of children in the household. Each individual household may have a lower maximum unit size than that listed here.

Maximum Housing Assistance Amounts

Maximum Rent Payment

OHOP housing assistance may not exceed the difference between the rent standard for the area of residence and the eligible person's share of the rent payment, which is generally 30% of the client's household monthly adjusted income.

Rent Standard

The rent standard for this program is based on the higher of the Fair Market Rent published by HUD or the voucher payment standard established by the Local Housing Authority (LHA). The OHOP program will survey Local Housing Authorities annually to obtain documentation of the Fair Market Rents and voucher payment standards for each community in the OHOP service area. The maximum amount of assistance is the lower of; i) the rent standard for the unit size or; ii) the actual rent amount for the unit. The gross rent (contract rent plus the LHA-established utility allowance) for a unit occupied by an OHOP client may not exceed the OHOP program rent standard.

The rent standard is applicable to the client at the time of their enrollment in the OHOP program. Thereafter, housing assistance will be adjusted at the time of the client's annual re-certification to conform with an increase, if any. While a client may request re-calculation of their rent share due to a change in household income or composition during the interim, the rent standard shall remain the same until their annual recertification unless this change necessitates a change in unit size. At this time adjustment will be made, if necessary, based on the rent standard in effect at time of recertification.

a) *Rent Standard Based on Unit Size:*

The maximum rent standard is the lower of:

- i) the rent standard amount for the selected unit's size (assuming that such unit meets the federal space requirements); or
- ii) the actual gross rent for the unit (the contract rent plus the LHA-established utility allowance)

In some situations, clients may be able to find rental units that exceed the maximum unit size but meet the rent standard for their household size. OHOP assistance is allowed in such circumstances, provided that the gross rent for the unit does not exceed the rent standard for the household size. Note that the utility allowance for the actual unit size must be applied when determining the unit's gross rent.

An example: A single client living alone qualifies for a maximum unit size of 1BR, but finds a 2BR unit with a contract rent of \$250/month, and the 2BR utility allowance is \$50/month. The 1BR rent standard is \$325. Because the gross rent for the 2BR unit (\$300) is below the 1BR rent standard (\$325), the client may receive OHOP subsidy at the 2BR unit.

Allowable Rent Standard Overage

Federal regulations allow the OHOP program to allow up to 20% of assisted households to exceed the maximum rent standard by up to 10% of the rent standard. If a client household a) resides in a unit which meets all other program standards, but has a gross rent exceeding the maximum rent standard by up to 10% of the rent standard and seeks OHOP assistance for the unit, or b) seeks to move to a unit which meets all other program standards, but has a gross rent exceeding the maximum rent standard by up to 10% of the rent standard, the Housing Coordinator will request approval of the rent standard overage, and the OHOP Program Coordinator will determine whether it is approved. To determine whether the requested rent standard overage will be approved the OHOP Program Coordinator will apply the following criteria:

1. The new request must not cause the number of households assisted through the OHOP program that are renting units above the rent standard but within the allowable rent standard overage program to exceed 20% of the total number of households assisted through OHOP.
2. Approval of the rent standard overage must *either*:
 - a. Assist the client household to maintain stable housing in the client household's current residence, provided that the client household intends to remain in the residence for a period not less than twelve consecutive months following approval of the rent standard overage, *or*
 - b. Assist a client household that demonstrates *at least two* of the following barriers to finding affordable rental housing:
 - i. One or more members of the household are disabled and has specific housing needs related to that disability
 - ii. The household is a large household (one with a minimum occupancy standard of at least three bedrooms)
 - iii. One or more members of the household have criminal history which demonstrably restricts housing options
 - iv. One or more members of the household have poor credit history which demonstrably restricts housing options

- v. One or more members of the household have poor rental history which demonstrably restricts housing options

Rent Reasonableness

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units [57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996].

In order to document that all OHOP-assisted units meet this standard, Housing Coordinators must maintain in each client record:

1. A completed Landlord Participation Agreement from each landlord. The Landlord Participation Agreement includes the following statement: “The Landlord must certify that if the Landlord uses a standard lease form and rent amount for comparable unassisted units, that this standard lease form and rent amount is used for assisted unit(s). The Landlord must also agree to prior approval of the lease document by the OHOP program prior to execution by the client”
2. A completed Request for Move-In Approval form. The Request for Move-In Approval includes documentation of the previous rent charged by the landlord for the unit, the rent charged by the landlord for comparable unassisted units, and estimated rent for a comparable unassisted unit. To estimate the rent for a comparable unassisted unit, the Housing Coordinator must complete one of the following assessments:
 - a. Review of the classified advertisements for rental properties in the local newspaper of the town in which the unit is located (or a comparable online resource, such as Craig’s List). The contract rent for the unit in question should be at or below contract rents for at least three comparable advertised units. To determine if the unit is “comparable” to advertised units, the Housing Coordinator should consider factors such as location (e.g. neighborhood, distance to transportation and shopping, urban versus rural, etc.), age of unit (if known), advertised amenities (washer/dryer, dishwasher, new carpet, etc.), and whether the unit is unattached or part of a larger complex.
 - b. Confirmation from the Local Housing Authority for the area in which the unit is located that the unit meets the Local Housing Authority’s established rent reasonableness guidelines.
 - c. If neither of the above assessment methods is feasible, another reasonable method determined by the Housing Coordinator and approved by the Program Coordinator may be used.

Rent reasonableness must be verified prior to authorizing client move-in and annually at recertification prior to authorizing continuation of OHOP assistance at the unit.

Eligible Person’s Share of Rent Payment

Clients must contribute towards the monthly rent payment based on the household’s monthly income as set forth below. Guidance concerning income verification and calculation of adjusted income can be found in Appendix B.

- a) **Minimum Rent Share:**
 Each person must pay as their share of the rent and utilities an amount, which is the higher of:
- i) 30% of family's adjusted monthly income (adjustment factors include medical expenses, size of the family and child care expenses per U.S. HUD guidelines); or
 - ii) 10% of family's monthly gross income; or
 - iii) the portion of welfare assistance specifically designated for family's housing, whichever is greater.
- b) **Utility Allowance:**
 HUD Fair Market Rents, LHA voucher payment standards, and OHOP rent standards include a utility allowance. Utility allowances are determined by the LHA based on multiple factors, often including the type of building (single-family versus multifamily), utilities used, and weatherization of the unit. If OHOP recipients pay separately for utilities, a utility allowance must be credited against the client's share of the rent payment.

If the housing assistance payment exceeds the rent to the landlord, the OHOP program must pay the difference to the client's utilities based on the calculations. OHOP will pay the Utility Allowance directly to the utility supplier(s) on behalf of the client. OHOP will notify the client of the amount paid to the utility supplier and will also send a copy of this notification to the HIV case manager (see "Payments to Utility Companies").

Clients receiving public or private assistance such as, but not limited to OHOP, Low Income Energy Assistance Program (LIEAP), or any other publicly funded assistance specifically for the purpose of subsidized utilities must provide current detailed documentation substantiating the amount of the subsidy for the particular utility requested. Clients receiving public or private assistance such as outlined above may be eligible to receive Ryan White Title II assistance, up to the full amount of the utility less the amount of the client's utility subsidy. Ryan White funds are the funds of last resort and must only be used when no other funds assistance is available. [also see *Ryan White Title II, Services Definitions and Guidance*]

Calculation of Prorated Rent Amounts

When required for move-in costs or when ending OHOP assistance midway through a month, the OHOP program will pay prorated rent amounts for partial months of rental assistance. To calculate the amount of prorated rental assistance, Housing Coordinators should use the following formula:

$$\frac{(\text{Full month's rent amount}) \times (12)}{(365)} = \text{Daily prorate}$$

$$(\text{Daily prorate}) \times (\# \text{ of days of assistance}) = \text{full prorate}$$

In situations when the client is responsible for paying a portion of the rent, the OHOP portion of the prorated rent will be determined using the following formula:

$$\frac{\text{OHOP Portion of monthly rent}}{\text{Total monthly rent}} = \text{OHOP portion of rent}$$

$$(\text{OHOP portion of rent}) \times (\text{full prorate}) = \text{OHOP portion of prorate}$$

The client is responsible for paying the remaining amount of the full prorate.

Step-By-Step Housing Search and Move-In Procedures

A housing search and the move-in process commences only after the initial Certification or Re-certification has taken place and the client household composition and monthly gross and adjusted income has been determined.

The Housing Coordinator will complete the following in assisting a client to move into a housing unit:

1. During the Certification appointment the Housing Coordinator will remind the client that he or she may not move into a unit until the client has received the OHOP Move-in Authorization Notice. The client will also be reminded: (a) not to sign any lease or rental agreement until such a lease/rental agreement is approved by the Housing Coordinator; (b) to find a suitable housing unit and receive move-in authorization within sixty (60) days; and (c) the limited circumstances in which an extension may be granted. This information is included in the Rental Housing Search Guidelines, which the Housing Coordinator will complete and give to the client prior to the initiation of the housing search. The Rental Housing Search Guidelines include:
 - a) a listing of client responsibilities during the housing search
 - b) rental unit size requirements
 - c) estimated maximum rental cost
 - d) habitability standards guidelines
 - e) blank copies of the OHOP Landlord Participation Agreement
 - f) listing of available properties (if requested by client; may include listings of rental properties from local classified advertisements, listings of subsidized rental properties, etc.)
2. When a client locates a housing unit, the client must make a preliminary determination that the unit is likely to meet program requirements, including rental unit size, cost, and habitability standards requirements. Clients are encouraged to consult the Housing Coordinator regarding this preliminary determination if needed.
3. If a client determines that a unit is likely to meet program requirements and an application to rent is required by the landlord, the client may apply to rent the unit. The OHOP program cannot pay application fees, and if an application fee is required, clients are strongly encouraged to seek positive confirmation that the unit will meet all program

requirements and that the client will meet the landlord's rental criteria prior to applying and paying the application fee.

4. If a landlord approves a client to rent a unit, the client must not sign a rental agreement or lease until the Housing Coordinator issues a Move-In Authorization. The Housing Coordinator will complete a Move-In Authorization within two working days of receipt of all required information so as not to delay the rental process. In order for a Housing Coordinator to approve and issue a Move-In Authorization, the following events must occur:
 - a) The landlord or the client must forward to the Housing Coordinator, and the Housing Coordinator must review and approve, an *unsigned* copy of the rental agreement or lease (see Review of Lease / Rental Agreement Terms).
 - b) The client must complete and forward to the Housing Coordinator a Request for Move-in Approval form, and the Housing Coordinator must confirm that the unit meets Rent Reasonableness, Occupancy, and Rent standards
 - c) The landlord must review, sign, and forward to the Housing Coordinator a copy of the OHOP Landlord Participation Agreement.
 - d) The Housing Coordinator must complete a habitability standards inspection, and the unit must pass this inspection. Limited exceptions to this requirement exist (see "HOPWA Habitability Standards & Inspection").
5. After the Housing Coordinator issues and the client receives the Move-In Authorization, the client may sign the rental agreement or lease.
6. Upon signing the rental agreement or lease the landlord or the client must forward to the Housing Coordinator a copy of the signed lease and a completed copy of an IRS W-9 form for the landlord.
7. With this documentation, the Housing Coordinator will complete a New Account Set-up form and submit the initial request for payment to the Program Coordinator within five business days (See Payment to Landlords). The Housing Coordinator will also issue a statement of subsidy to the client, outlining how much of the eligible move-in expenses and monthly rent the client will pay versus how much the OHOP program will pay.

Upon the completion of these procedures, the client is considered moved in, and OHOP support will begin as outlined in the Move-in Authorization Notice. **At all points in the move-in process, the client, HIV case manager, and Housing Coordinator are strongly encouraged to maintain frequent contact to coordinate the housing search process.**

If a client is already living in rental housing prior to beginning participation in the OHOP program and wishes to continue living in that unit, the Housing Coordinator must review and approve the existing rental agreement or lease, obtain a signed Landlord Participation Agreement, and conduct steps 6 – 8 above prior to beginning OHOP assistance at the existing unit.

See Appendix C for Housing Search and Move-In Forms.

Review of Lease/Rental Agreement Terms

The client and landlord must enter into and execute a written lease or rental agreement for the rental unit. The client must have legal capacity to enter into a lease or rental agreement. If there is any doubt to capacity, the Housing Coordinator will consult with the client's HIV case manager regarding appointment of legal guardianship or advocate.

The Housing Coordinator's role in reviewing the lease or rental agreement document is limited to ensuring that the required information listed below is found in the document and that the agreement appears to comply with OHOP program requirements and state and local law. The Housing Coordinator can reject the lease if it appears not to conform to either the program requirements or applicable law. The following information must be contained in the lease or rental agreement:

- a) Names of the owner and tenant; and if there are roommate(s), the name(s) of the roommate(s).
- b) Unit address.
- c) Term of lease or rental agreement, including initial term and provisions for renewal.
- d) Amount of all deposits and other move-in costs and terms of refund of deposits when applicable.
- e) Amount of monthly rent to owner.
- f) Specifications of what utilities and appliances the owner must supply and what utilities and appliances the tenants must supply.

Requests To Move

One-year Residence Requirement

Clients are prohibited from voluntarily moving from one OHOP-assisted unit to a new OHOP-assisted unit until the client has received OHOP assistance at the unit for a minimum period of twelve consecutive months. Exceptions to this policy will be considered by the Program Coordinator and granted only on a case-by-case basis. Such exceptions will be granted only when the client household demonstrates immediate threats to the health or safety of client household members (e.g. domestic violence) or housing needs that are not met by the client's current housing situation. The Housing Coordinator must document these threats to the health or safety of client household members or unmet housing needs, and the response to those needs (including a planned move to another unit) must be reflected in the client's Housing Stability Plan.

OHOP is not an emergency shelter program, and in situations where the client household faces an immediate threat to the health or safety of household members, the client household will likely need to work closely with their Ryan White case manager, domestic violence shelter providers, or other emergency housing providers to meet immediate housing needs while the OHOP housing coordinator assists clients to secure new permanent housing arrangements.

Requests to Move Must Be Submitted Sixty (60) Days in Advance

When clients seek to voluntarily move from one OHOP-assisted unit to another, they must first submit a request to move from their current unit at least sixty (60) days in advance of the date upon which they wish to move. Such requests should be made in writing, but may be verbal, provided that the client's Housing Coordinator documents the request in the client's chart. Housing Coordinators may, on a case-by-case basis approve requests to move that are made with fewer than sixty (60) day advance notice, when such notice still presents sufficient time for the Housing Coordinator to evaluate the client's requested move, proposed housing unit, and continued eligibility *prior to* the client's actual move.

Revised!

Request to Move During Current Lease Term but Prior to Commencement of Annual Recertification

- a) Upon receiving a Request to Move, the Housing Coordinator reviews the current lease term/rental agreement on file. The client will not be granted permission to commence a housing search until sixty (60) days immediately prior to the expiration of the lease term. In addition, the Request to Move triggers a requirement that the Housing Coordinator commence re-certification of the client's income eligibility also sixty (60) days from the expiration of the lease term.
- b) Upon review and approval of the Request to Move, the Housing Coordinator completes and mails the client a program response to the request, including new Housing Search Guidelines, also maintaining a copy for the file. The response sets forth: (i) the effective date upon which the housing search may commence; (ii) the sixty day period in which the client must identify a new unit that passes inspection and; (iii) the recertification appointment date.
- c) The program response also incorporates a reminder of the client's obligations under the program rules and the terms of the lease to: (i) not abandon the unit while the lease is in effect; (ii) continue to make monthly rent payments as required under the lease addendum; and (iii) provide the landlord with notice of the client's intent to vacate the unit upon expiration of the lease at least thirty (30) days in advance or earlier as may be required under the lease.

Request to Move in Response to 30-day No-Cause Notice to End Tenancy Issued by Landlord

In the event that a client submits a Request to Move (see steps required above) in response to a 30-day no-cause notice to end tenancy issued by the landlord, the Housing Coordinator may authorize the client to immediately commence a housing search.

Request to Move in Response to Other Notices Issued by Landlord

Requests to Move submitted by clients in response to other notices issued by landlords will be considered on a case-by-case basis. In general, Requests to Move in response to 30-day notices to end tenancy for cause, 72-hour eviction notices for non-payment of rent, and 24-hour eviction notices for outrageous or extreme behavior will not be granted. Issuance of such notices likely results from client Category I or Category II Violations, which may be grounds for termination (see “Grounds for Termination”).

Transfer to Another OHOP Region

If a client’s move requires a transfer of OHOP services from one OHOP region to another, the transferring Housing Coordinator must work with the client to ensure that the following events occur prior to, or concurrent with the client move:

1. The client must work with the client’s existing HIV Case Manager to transfer HIV case management from the current county of residence to the new county of residence.
2. The client must submit a request to move, and the current Housing Coordinator must collaborate with the Housing Coordinator in the new region to issue authorization to move, including Housing Search Guidelines with correct information for the new county of residence.
3. The client’s OHOP client record must be transferred to the Housing Coordinator in the new OHOP region (see “Client Records”)
4. The client must secure a Move-in Authorization Notice from the Housing Coordinator in the new OHOP region.
5. If the client is identified by a region-specific client number, the client’s existing client number will be closed in the current OHOP region, and the client will be issued a new client number in the new OHOP region. The transferring Housing Coordinator notes on the appropriate rent tracking sheet that the client has been issued a new client number upon transfer.

HOPWA Habitability Standards & Inspection

General Inspection Requirements

All housing units supported by OHOP long-term rental assistance must meet federal HOPWA Habitability Standards (HHS). The OHOP program is responsible for conducting all inspections and must inspect the unit to be rented to a family/individual prior to authorizing client move-in (for clients moving into new rental housing), within thirty (30) days of client certification (for clients in existing rental housing), at least annually during assisted occupancy, and at other times as needed, to determine if the unit meets the HHS.

Housing Habitability Standards

Housing supported by HOPWA funds must, at a minimum, meet the following federal HOPWA Housing Habitability Standards set forth below:

- a) **Structure and Materials:** The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards. If the unit is a manufactured home, it must rest upon a suitable permanent or non-permanent foundation.
- b) **Access:** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- c) **Space and Security:** Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- d) **Interior Air Quality:** Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents
- e) **Water Supply:** The water supply must be free from contamination at levels that threaten the health of individuals. If the unit is a manufactured home, it must be connected to permanent utility hook-ups.
- f) **Thermal Environment:** The housing must have adequate heating and/or cooling facilities in proper operating condition.
- g) **Illumination and Electricity:** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire. If the unit is a manufactured home, it must be connected to permanent utility hook-ups.
- h) **Food Preparation and Refuse Disposal:** All food preparation areas must contain suitable space and equipment to store, prepare and serve food in a sanitary manner.
- i) **Sanitary Condition:** The housing and any equipment must be maintained in sanitary condition.
- j) **Lead-based paint:** If the structure was built prior to 1978, and there is a child under the age of six who will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Lead Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR Part 35. (Housing Coordinator must confirm that client has signed "Lead-Based Paint, A Threat To Your Children" form.)

- k) Smoke detectors: The HOPWA program must comply with the Fire Administration Authorization Act of 1992 (P.L. 102-522). Smoke detectors must be installed in accordance with NFPA 74, or more stringent local policies as applicable. Existing units must contain a single or multiple station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

Housing Inspection

The Housing Coordinator will be responsible for conducting the habitability standards inspection prior to execution of a new rental agreement or lease (for clients moving into new rental housing), or within thirty (30) days of client certification (for clients in existing rental housing). In very limited circumstances when this is not possible (e.g. the client resides a great distance from the Housing Coordinator's official work station or a Housing Coordinator's schedule prohibits immediate inspection *and* the delay in inspection would result in the unit being rented to another prospective tenant), the Housing Coordinator must complete the inspection within thirty (30) days of the execution of the new rental agreement.

If the Housing Coordinator is unable to conduct the Habitability Inspection due to scheduling challenges and the landlord must receive a commitment to secure the unit for the client, the HIV Care and Treatment Program will use other funds (non-HUD) to assist the client with the initial subsidy needed to access the unit. At the time the Housing Coordinator is able to conduct the Habitability Inspection (and it passes inspection) the program will then use HUD funds to subsidize the unit. If the unit does not pass an OHOP habitability standards inspection within sixty (60) days of execution of a new rental agreement or lease (for clients moving into new rental housing), or within sixty (60) days of client certification (for clients in existing rental housing), OHOP assistance will be ended and the client will be assisted in securing other suitable housing if the client elects to move.

Inspection Report

The Housing Coordinator delivers by mail or hand all written inspection reports to the landlord and the client within five (5) working days of the inspection.

In Event Unit Fails Inspection

The property owner is responsible for curing all HHS violations found at the initial inspection.

In the event that the unit fails inspection, a notification will be delivered to the client and landlord with a copy of the written inspection report. A copy of the notice must also be delivered to the HIV case manager. The notification informs the landlord that a re-inspection will be scheduled no later than thirty (30) days from the date of the notice and that all reported violations need to be corrected by that date. The landlord is responsible for scheduling the re-inspection.

No more than two inspections (the move-in inspection and re-inspection within thirty days) will be undertaken for "first-time" units (units that have not been previously occupied by an OHOP

client). If the client was occupying the unit under lease prior to the determination of his or her program eligibility and remains subject to an extended term lease at the time of program enrollment, the unit may undergo no more than three inspections (the move-in inspection and two re-inspections if necessary).

Documentation of Compliance with Lead-Based Paint Standards

All OHOP program staff must complete the U.S. Department of Housing and Urban Development online Lead-Based Paint Visual Assessment Training (<http://www.hud.gov/offices/lead/training/visualassessment/h00100.htm>).

When conducting habitability standards inspections, Housing Coordinators must certify the year the structure was built and whether or not children under the age of six will reside in the structure on the housing habitability inspection form. Refer to paragraph “J” of the Housing Habitability Standards (above) for additional inspection requirements if the structure was built prior to 1978 and a child under the age of six will reside in the unit.

During the habitability standards inspection the Housing Coordinator will furnish the client with a copy of the pamphlet “Protect Your Family From Lead In Your Home,” and the client will sign a statement certifying that the client received the pamphlet.

Inspections, Landlord/Tenant Disputes

Client Request for Inspection

A client may request an inspection at any time through their Housing Coordinator if a client has a complaint about housing conditions. Clients must be instructed not to move out of a unit due to the landlord’s failure to make repairs without first having an inspection performed. If conditions pose a safety risk to the client and his/her household, an emergency inspection will be performed by the Housing Coordinator within three business days.

Vacating Unit Due to Conditions of Unit

In the event that a client is required to move due to the condition of the housing unit and the landlord, not the tenant, is responsible for necessary repairs to ensure habitability of the unit, OHOP assistance may be used for a deposit on a new unit while efforts are made to collect the deposit from the prior landlord as long as the deposit assistance requirements are met. The Housing Coordinator initiates this request for an emergency deposit by submitting a written request with the following documentation: (a) an exit inspection report documenting that the landlord, not the tenant, was responsible for the conditions requiring the client to vacate the unit; (b) documentation that the client kept up with his or her portion of the rent; and (c) evidence of financial need.

Landlord/Tenant Disputes

In the event that a landlord informs the Housing Coordinator of concerns or complaints regarding the client’s care and/or maintenance of the premises, the Housing Coordinator must conduct a complaint inspection to determine responsibility for repairs within three working days. At that time, the Housing Coordinator must also determine if the client’s ability to maintain the premises

would benefit from more frequent home visits, a live-in aide or other home-based assistance and discuss such assistance recommendations with the HIV case manager.

Exit Inspections to Facilitate Return of Deposits

Upon a client's vacating a unit for termination of the lease or rental agreement, the landlord is required to return all deposit funds within 30 days or deliver a written notice of intent to the agency that made the deposit on behalf of the client (or to the client if the client paid the deposit) to impose a claim on the deposit and the reason for imposing such claim. Deposits made with OHOP funds must be returned directly to the OHOP program, not to the client.

- a) In order to facilitate the return of deposits made with OHOP funds, the Housing Coordinator is required to perform an exit inspection upon notification of the date upon which the client is vacating the unit. Such inspection takes place within forty-eight (48) hours of the client's vacating the unit, if possible.
- b) If (a) the exit inspection determines that no damage beyond wear or tear has occurred or that repair of conditions are the responsibility of the landlord and (b) the client kept up with his or her portion of the rent, the client may request assistance with move-in cost assistance for a new housing unit if difficulties arise in collecting the deposit from the former landlord, whether paid by the client or the OHOP program.

See Appendix C for Housing Search and Move-in Forms, including the Habitability Standards Inspection Form.

Annual Recertification

Qualifying Events & Client Notification

Under federal regulations governing the OHOP program, any active client must be re-certified for participation in OHOP each year within twelve months of the anniversary date of the start of assistance. Recertification means making a determination that the client continues to meet the eligibility criteria for the OHOP program for income or household composition.

Federal regulations also require that housing units subsidized through long-term rental assistance be inspected on an annual basis to ensure compliance with the program's housing standards. As a result of the annual inspection process, the client may have to locate and move into a new unit if their current landlord is unable or unwilling to make necessary repairs or modifications to the unit. Lease terms also should be timed with this recertification. This permits re-calculation of the client's share of rent in light of rent increases or moves during the same period that a household's income is re-verified.

Client recertification must also be initiated following notice of any of the following qualifying events:

1. Client reports a change in household income greater than \$200/month
2. Client reports a change in family size or status
3. Client submits a request to move from one OHOP-assisted unit to another

Timing of Client Notification of Recertification

Housing inspections and paperwork required of third parties (landlords and HIV case managers) can take time. To ensure that clients are recertified as required under federal HOPWA regulations, the Housing Coordinator must commence Recertification and the HHS Inspection process ninety (90) days prior to the annual deadline.

When recertification is initiated following a qualifying event, the recertification must occur within thirty (30) days of the report to the Housing Coordinator of the qualifying event.

Client Notification of Recertification Appointment

Using the Recertification Notice form, the Housing Coordinator notifies the client and HIV case manager of the pending recertification and will set up a recertification appointment with the client. Once the appointment is set, the Housing Coordinator will send the Appointment Reminder to both the client and HIV case manager, which explains that clients must be recertified at least annually and failure to comply may result in termination of assistance. The Appointment Reminder also includes a checklist of required documents that the client or case manager should furnish during the appointment. The HIV case manager will be invited and encouraged to attend the Recertification appointment.

a) Face-to-face Appointments

The client who is mobile and able to travel is requested to meet at the HIV case management agency in order to conduct the OHOP Certification appointment.

b) Homebound Clients

The client who is homebound is scheduled for an in-home OHOP Certification appointment. A Homebound Client is defined as someone who has a physical and/or mental incapacity, which prevents them from reporting to the agency for an appointment to apply for assistance. Homebound status may be temporary or permanent. Homebound status will be confirmed by the HIV case manager. Lack of personal transportation is not cause for in-home Certification appointment.

If no response from the client is received within fifteen (15) days of the initial written notice of pending recertification and appointment, the Housing Coordinator is required to conduct a diligent search for the client (see "OHOP Housing Coordinator Responsibilities – Diligent Search for Client").

Outcome of Recertification Appointment

Depending upon the outcome of the recertification appointment:

a) The client may be recertified.

b) The recertification application may be held, pending receipt of any outstanding items required to complete the application.

c) The recertification may be temporarily waived (due to hospitalization).

d) Termination of assistance may be initiated.

If the recertification demonstrates changes in client household income, status or size, the client's allowable unit size or monthly rental assistance amount may change. In such instances, the client will receive thirty (30) days notice prior to any resulting change in assistance taking effect. If the recertification demonstrates change in household status or size that results in a different allowable unit size that requires the household to move to another unit, the client household will begin a sixty (60) day housing search period beginning on the date of the recertification (see "Housing Search Guidelines and Time Limitations").

Recertification Process

The Housing Coordinator will meet with the client to conduct the recertification. The HIV case manager will be invited and encouraged to participate in the Recertification appointment. During the appointment, the Housing Coordinator will:

- a) Verify the client's annual income and the income of all members of the client's household to determine the total annual household income and continuing program eligibility. *If documentation is missing, the housing coordinator will give the client up to fifteen (15) days in which to deliver the documentation. If a follow-up appointment is necessary, it should be scheduled at that time.*
- b) Review the rent requested by the landlord (if known at that time), calculate OHOP's share of the rent, and make adjustment, if any, to the client's share based on verified adjusted monthly income.
- c) Determine whether the client has the ability to read and whether the client requires translation assistance. Go over the program rules, including housing search and move-in procedures, and grievance process with the client and explain the contents of each program form and notice.
- d) Ask the client to sign a new "Client Participation Agreement".
- e) Ask the client to sign a new "Authorization for Use & Disclose of Information".
- f) Go over the Move-in policies and give the client a blank Request to Move Form.
- g) Go over client's monthly household budgeting to ensure continuing self-sufficiency.
- h) Review and update the client's housing stability plan, as needed.

Following the appointment, a copy of the new "Authorization for Use & Disclose of Information" is sent to the HIV case manager.

An annual inspection of the supported housing unit must also occur during re-certification. This may or may not occur on the same day. Passing a housing inspection can take up to three months if the initial inspection identifies repairs that must be made by the landlord. The landlord must be given a reasonable period of time to make such repairs and request a follow-up inspection. Sometimes several inspection visits are required before a unit passes. Therefore, the first inspection should be scheduled to take place ninety (90) days prior to the client's program anniversary date to give plenty of time to secure an inspection pass.

The OHOP Housing Coordinator is responsible for the housing inspection and will complete the following:

1. Schedule an annual re-inspection.

2. Upon scheduling the inspection, the Housing Coordinator will send the client a notice of the scheduled inspection. A copy of the inspection notice will be sent to the client's HIV case manager and to the Landlord.
3. Upon receipt of the inspection notice, the client may request that the inspection be re-scheduled in the event of a conflict or notify the Program of his or her intent to look for another apartment by sending the Housing Coordinator a completed Request to Move form.
4. In the event that the client intends to look for another apartment, the Housing Coordinator will deliver an acknowledgment of the request, which will include notice to the client that he or she must find a new apartment, which passes inspection within sixty days of the move acknowledgement notice (which does not at this time authorize the client to move into a new unit; such authorization may only take place once the new unit passes inspection and the landlord has executed required program documents).
5. Inspection reports will be sent by the Housing Coordinator to the attention of the landlord with copies to the client and HIV case manager.
6. In the event that the unit does not pass inspection, landlords are given thirty (30) days to make repairs to the unit.
7. In the event that it appears to the Housing Coordinator that the landlord will not make the necessary repairs, the Housing Coordinator must inform the client that he or she must look for a new apartment unit (however, the client must continue to abide by the lease rent payment requirements for the remaining period of occupancy). At that time, the Housing Coordinator will give the client written notice that he or she has sixty days to locate a suitable apartment unit and initiate the inspection process. A copy of the notice will also be sent to the HIV case manager.
9. The Housing Coordinator has the discretion to extend the sixty day period to locate suitable housing up to two (2) additional thirty day extensions due to extenuating circumstances, which must be noted in the client file. The extension must be given to the client in writing, with a copy retained for the client file.
10. Housing Coordinators are responsible for ensuring that copies of all inspection reports and correspondence between the OHOP program, landlord and client are maintained in the client's file.

Completion of Recertification

1. Upon receipt of passing inspection, ask client to sign the lease or rental agreement and make copies for the client and the client file (the original is to be delivered to the landlord).
2. Review the file against the Recertification Checklist to ensure that the file is complete.
3. Utilizing the Certification/Recertification Form provided by the OHOP program, report the date that the recertification process was completed, change in the client's annual income and household composition, unit to be assisted and adjustments to OHOP's share of the rent payment.
4. Mail to the client a Continuation Authorization Notice indicating any changes in the monthly rental assistance conditions.

Payments to Landlord

New Landlord Vendor Account Set-Up

Once the Housing Coordinator receives all required documentation (including signed Landlord Participation Agreement, lease/rental agreement, verification of client income, etc.) from the landlord, the Housing Coordinator issues to the client a written Move-In Authorization Notice, giving the client permission to move into the unit. This notice will be mailed to the client, landlord and the HIV case manager.

To initiate payment to the new landlord, the Housing Coordinator submits a Rental Assistance Account Set-up form via email to the Fiscal Coordinator with a copy to the Program Coordinator. The Program Coordinator reviews the Rental Assistance Account Set-up/Change form for completeness and accuracy of information, and the Fiscal Coordinator establishes a new vendor account for the payee and requests initial payment. OHOP payments to a landlord cannot be made prior to establishing a client account. Additionally, clients may not move into a unit until the Move-in Authorization Notice is issued.

If the landlord/vendor has not previously been established as a vendor with the State of Oregon, the Department of Administrative Services will issue a W9 form for the landlord to complete. A landlord's failure to complete the W9 may result in delay or denial of requested payments.

Ongoing Payments to Landlord

Payments will always be paid directly to the vendor/landlord from the Department of Administrative Services. Paperwork to authorize payments will be submitted by the Fiscal Coordinator for the next month rental subsidy no later than 10 days from the end of the current month. Under no circumstances will OHOP pay a client directly.

Generally, Housing Coordinators will request payments for the upcoming month no later than the 15th of the preceding month, using the program rent tracking sheets to submit the request. The Program Coordinator will review the monthly requests for accuracy and completeness and then notify the Grants Assistant when monthly rent requests are approved. The Grants Assistant will prepare the monthly requests and submit to Business Services for payment. Payments requested in this manner should be received by the landlord on or before the first of each month.

If rent requests must be made at other times during the month, Housing Coordinators should submit the request by forwarding a completed Rental Assistance Account Set-up/Change form to the Fiscal Coordinator with a copy to the Program Coordinator. The Fiscal Coordinator will submit these requests for payment via revolving funds. If rush payment is required, Housing Coordinators should notify the Fiscal Coordinator with request submission. Payments can be processed for receipt by the landlord in as little as two business days if required, though the program's standard practice will be to process payments for receipt by the landlord within five working days.

Late Landlord Payments

In the event that a client, HIV case manager or landlord reports a late or missing payment, the Housing Coordinator will contact the OHOP Program Coordinator or program Fiscal Coordinator immediately. The Fiscal Coordinator will determine the reason for late or non-payment and report this to the OHOP Program Coordinator. If an error has occurred by the program, the Fiscal Coordinator and OHOP Program Coordinator will collaboratively work to correct any issues. The Housing Coordinator will be informed by the OHOP Program Coordinator of the payment status. In turn, the Housing Coordinator will contact the landlord, HIV case manager and the client to inform them of the status and anticipated date of correction. In the event of an over-payment of rent by the program, the Housing Coordinator will work collaboratively with the landlord or property owner to determine which of the following two remedies is preferred: 1) the landlord or property owner must refund the amount directly to the OHOP program (The Fiscal Coordinator will work with the Department of Administrative Services to collect any over-payment); or 2) the rent will be adjusted to reflect over-payment in the next rental subsidy payment to the landlord.

Payments to Utility Companies

New Utility Vendor Account Set-Up

When a client's portion of rent is less than the utility allowance for the OHOP-assisted unit, the OHOP program will pay the difference between the utility allowance and the client's portion of rent directly to the client's utility company on a monthly basis. If more than one utility company supplies utilities to the client household, the OHOP program will generally pay the full amount of any directly-paid utility allowance to only one of the utility companies. In such cases, the client may choose which utility company the client would prefer the OHOP program to pay. In situations where it is not reasonable to pay only one company (e.g. the utility allowance is large enough that it would result in a recurring monthly surplus to the client's utility account), the OHOP program may choose to split the monthly payment among multiple utility companies that supply utilities to the client household.

To initiate monthly utility allowance payments to a utility company, the Housing Coordinator submits a Utility Allowance Account Set-up form via email to the Fiscal Coordinator with a copy to the Grants Assistant and Program Coordinator. The Program Coordinator reviews the Utility Allowance Account Set-up/Change form for completeness and accuracy of information, and the Fiscal Coordinator establishes a new vendor account for the payee and requests initial payment.

If the landlord/vendor has not previously been established as a vendor with the State of Oregon, the Department of Administrative Services will issue a W9 form for the landlord to complete. A landlord's failure to complete the W9 may result in delay or denial of requested payments.

Ongoing Payments to Utility Vendor

Unless otherwise specified by the Housing Coordinator, the Grants Assistant will automatically process monthly payments to the utility company on an ongoing basis. Each month, the Grants

Assistant will mail notice to the client of the payment made to the client's utility company on the client's behalf.

When a client's utility allowance payment amount changes or when utility allowance payments end due to changes in the client's income or participation in the program, the Housing Coordinator must notify the Grants Assistant of the change by emailing a Utility Allowance Account Set-up/ Change form to the Grants Assistant with a copy to the Fiscal Coordinator and Program Coordinator.

VIII: Policies Specific to OSSCR Project Assistance

The Oregon Statewide Supportive Community Re-entry Project (OSSCR) is funded through a HOPWA Special Projects of National Significance (SPNS) grant. The project represents a uniquely collaborative client service model that includes the effort of supporting professionals in HIV housing, HIV case management, state and local corrections, and community corrections. Clients who receive OSSCR project services through the OHOP program are generally subject to the same policies and procedures that apply to all OHOP clients. Minor exceptions to this standard should be noted regarding client eligibility, referral, certification, housing planning, and termination practices.

Eligibility

OSSCR-eligible clients must meet all general OHOP eligibility criteria, and additionally must be returning to the community following release from incarceration within the prior five years. Eligibility is documented through referral by a state or local corrections agency by whom the client is currently incarcerated or through a criminal history background check.

OSSCR Program Referrals, Certification, and Housing Planning

In the event that a client or prospective client is incarcerated at the time of the client's or prospective client's referral to OHOP, the OSSCR Program Client Referral Form may be submitted by fax or postal mail to the Program Coordinator by staff of the Department of Corrections (DOC) or the applicable local criminal justice authority. The Program Coordinator will send an email Notification of Receipt of Referral to the referring DOC or local criminal justice authority staff person and the appropriate OHOP Housing Coordinator within 2 business days of receipt.

When referrals are made in this manner, the Housing Coordinator will collaborate with the DOC or local criminal justice authority staff person to confirm client eligibility status. If allowed by DOC or the local criminal justice authority, initial client certification interviews may be conducted prior to the incarcerated client's or prospective client's release.

The Housing Coordinator will coordinate with the HIV case manager located in the county they will be released to in order to begin case management services immediately upon the incarcerated client's or prospective client's release. The Housing Coordinator and HIV case manager are also strongly encouraged to collaborate with the local community corrections officer working with the post-incarcerated client to assure that the HIV Care Plan, Housing Stability Plan, and post-prison supervision plan are mutually supportive and non-conflicting.

Termination Practices

The OHOP program recognizes that OSSCR-eligible individuals may be at higher risk of continued criminal activity, penalties (including incarceration) associated with non-compliance with post-prison supervision plans, and recidivism. While OSSCR project participants are subject to all OHOP termination policies, OHOP program management reserves the right to waive or amend these policies on a case-by-case basis, particularly in situations where ongoing consultation with a client's community corrections officer indicates that the client continues (despite minor continued criminal activity or other violation of post-prison supervision) to make progress toward successful re-entry to the client's home community.

IX: Policies Specific to LIEAP Assistance

LIEAP Program Overview

The Low-Income Energy Assistance Program (LIEAP) is a federal block grant funded through the U.S Department of Health and Human Services, Administration for Children and Families. In Oregon, LIEAP is administered by the Oregon Housing & Community Services. OHCS provides grants to nineteen local Community Action Agencies, counties, and private not for profit agencies to deliver the program in defined geographic areas. In addition, OHCS has dedicated portions of its agency administrative funds for LIEAP to fund additional LIEAP assistance to low-income individuals living with HIV/AIDS directly through the OHOP program. Among other activities, the LIEAP program provides direct energy assistance payments on behalf of qualifying households to assist them in affording seasonal heating costs and averting energy crises.

OHCS developed and deployed OPUS, a web-based data collection system used by energy assistance providers to process client data and calculate energy assistance benefits.

The OHOP program implements the LIEAP program using existing OHOP program infrastructure and staff members. OHOP staff members each assume the following respective LIEAP program roles:

OHOP staff position	LIEAP program role
Housing Coordinator	Intake Worker
Program Coordinator	Energy Assistance Coordinator, OPUS Agency Administrator
Fiscal Coordinator	Fiscal Contact
Program Manager	Program Manager

General LIEAP Policies and Procedures & OHOP-Specific Exceptions

OHCS Energy Assistance Programs Manual

Oregon Housing and Community Services publishes the Energy Assistance Programs Manual (hereafter “Programs Manual”), which provides comprehensive and explicit state-wide policy and procedure regarding the implementation of the LIEAP program. OHOP staff implementing the LIEAP program will each receive training through annual review of the Programs Manual, and each staff member will receive a current copy of the Programs Manual.

All LIEAP program services definitions, guidance, policy and procedure outlined in the Programs Manual will be followed by OHOP program staff in the implementation of the LIEAP program with the following noted exceptions:

OHOP Program LIEAP policy and procedure exceptions:

Client Eligibility: Only clients referred to and eligible for the OHOP program (including clients currently on the OHOP program wait list) are eligible to receive LIEAP program services through OHOP. Clients may not be referred to the OHOP program solely for the purpose of obtaining LIEAP program assistance.

Disability Determination: For purposes of implementing the LIEAP program through OHOP, all OHOP-eligible clients will be considered disabled due to their HIV-positive serostatus as verified by the OHOP program.

Client Pre-screening and Intake: OHOP certification will substitute for all client pre-screening and intake procedures related to the LIEAP program.

Client Records / Client Files: OHOP client files and existing forms will substitute for any separate LIEAP program client records and files, though all client and household information will still be entered by OHOP program staff into OPUS. The following OHOP documents will substitute for the listed equivalent LIEAP program documents:

OHOP document	LIEAP program document
Referral Packet and Certification Form	Energy Assistance Program Application
OHOP income verification documents (see Required Forms of Income Verification and Documentation of Expenses in Appendix B)	LIEAP income verification documents
Affidavit of Self-Disclosed Income	Declaration of Personal Income

Appeals and Hearing Rights: The appeals process and hearing rights required for the LIEAP program will be facilitated through the OHOP Concerns/Complaints, Appeals & Grievance Process.

Additional Differences in OHOP Policy Versus LIEAP Policy

Beyond the exemptions noted above, several important differences exist between OHOP policies and procedures and LIEAP policies and procedures. The following differences should be noted as LIEAP policy will take precedence over the related OHOP policy for the purposes of providing LIEAP services through the OHOP program:

Determination of Household Membership: LIEAP defines households as individuals “living together as an economic unit” and sharing a “common [utility] account.” Some OHOP clients, especially those in shared living situations, may have additional household members for the

purposes of determining LIEAP eligibility versus OHOP participation. For example, if a client has a roommate in a shared housing situation, the roommate is not considered a member of the client's household as it relates to OHOP, but the roommate would be considered a member of the client's household as it relates to LIEAP. In these situations, for the purposes of providing LIEAP services, OHOP housing coordinators should collect information regarding all LIEAP-defined household members for entry into the OPUS system and determination of LIEAP eligibility.

Income Eligibility: Not all clients eligible for the OHOP program will be eligible for the LIEAP program. LIEAP program income eligibility is capped at 60% of the *statewide* median income versus OHOP program income eligibility, which is capped at 80% of the *area* median family income. Refer to the Energy Assistance Programs Manual for applicable LIEAP program income eligibility guidelines.

Included / Excluded Household Income: Generally, LIEAP guidelines regarding income are nearly identical to OHOP guidelines. The following are exceptions:

- Income which is *included* in LIEAP and *excluded* in OHOP:
 - Training allowances from Federal or State Employment programs
- Income which is *excluded* in LIEAP and *included* in OHOP:
 - Dividends, interest, and royalties (excluded from LIEAP if under \$200 or if it is not withdrawn)
 - Draw down on assets

Refer to the Energy Assistance Programs Manual for specific guidance regarding any OHOP client with income from these sources.

Earned Income Disregard: Earned Income Disregard applies in OHOP, but *does not apply* in LIEAP. Even if an OHOP client is eligible for Earned Income Disregard, all household income should be included under LIEAP policy.

Client Eligibility in Certain Institutional Housing Situations: Clients may be eligible for OHOP services, but are not eligible for LIEAP services in the following institutional housing situations:

- Licensed home care facilities
- Intermediate care facilities
- Skilled nursing facilities
- A&D rehab facilities

Outreach and Eligibility Determination

Outreach to active OHOP clients

Active OHOP clients will be contacted by the OHOP program by mail to determine their eligibility and need for LIEAP assistance beginning in November of each heating year. The mailing will include a notice of LIEAP funds availability for the year, a pre-addressed, stamped envelope addressed to the client's Housing Coordinator, and a request for the following information:

1. Confirmation of client contact information
2. Confirmation of need for LIEAP assistance
3. Confirmation of income and household membership
4. A copy of the client's most recent utility bill
5. A current, signed "Authorization for Use and Disclosure of Information" form that includes the client's utility company(s) and Oregon Housing and Community Services (if one is not already on file)

It is the responsibility of each active OHOP client to provide the requested information, and OHOP Housing Coordinators will attempt to contact all active clients who do not respond in order to solicit a response.

Outreach to clients on the OHOP wait list

Clients on the OHOP wait list will be contacted by their Ryan White Title II Case Manager beginning in November of each heating year to determine initial LIEAP eligibility and need. If a wait-list client needs LIEAP assistance, the client's Ryan White Title II Case Manager will assist the client to complete and forward to the OHOP Housing Coordinator an updated OHOP Referral Packet, including current income verification, a copy of the client's most recent utility bill, and current, signed "Authorization for Use and Disclosure of Information" form that includes the client's utility company(s) and Oregon Housing and Community Services.

Priority for eligibility determination

Housing coordinators will use information gathered through the outreach process to assess clients for LIEAP program eligibility on a first-come, first-served basis, with the following exceptions:

1. Clients facing a life-threatening heating crisis (no heat in the house, no heat distribution) will be served within 18 hours of the request for assistance, such that the threat is removed.
2. Clients experiencing energy emergencies that are not life threatening (e.g. shut-off scheduled within 2 days) will be served within 48 hours of requesting assistance.
3. Clients likely to have a heating crisis within the next 90 days (e.g. large past-due amount that has not yet resulted in a shut-off notice) will be served ahead of others with no known pending heating crisis.

Housing Coordinators should conduct eligibility determination as client information is received, and Housing Coordinators must notify clients of the outcome of the eligibility determination within 15 business days; specifically, if a client is determined to be eligible, the Housing Coordinator should provide the client with a notice of LIEAP payment(s) requested, and if the client is determined to be ineligible, the Housing Coordinator should provide the client with written notice of ineligibility.

Verification of client eligibility and completion of LIEAP requests

If a client is determined to be eligible to receive LIEAP assistance, the Housing Coordinator must assure that the eligibility is documented prior to initiating a LIEAP request. For active OHOP clients, this documentation will reside in the client's OHOP chart, and must include:

- current (i.e. within the last year) documentation of the client’s certification (or recertification)
- income verification
- documentation of energy assistance need (a copy of the client’s most recent utility bill for the household’s primary heat source, a signed statement indicating that their primary heating fuel supply is limited and that the fuel supplier will not restock the fuel without up-front payment (if the primary heat source is wood, bottled gas, heating oil, etc)).

For clients on the OHOP wait list, this documentation will reside in an abbreviated OHOP client file which includes only their initial referral documentation and the LIEAP-specific documentation outlined for active OHOP clients.

OHOP Housing Coordinators will request LIEAP payments on behalf of OHOP clients using the OPUS system. This process includes the following steps:

1. Search for the client to see if the client already exists in the OPUS system
2. Update the client, residence, and household, views if the client already exists in the OPUS system
3. Add a new client with all client, residence, and household information if the client does not exist in the OPUS system
4. Verify that the client’s utility provider exists as a vendor in OPUS
5. Set up the utility / heating fuel provider as a vendor in OPUS if the utility / heating fuel provider does not exist as a vendor in OPUS
6. Request the LIEAP payment
 - a. If the payment includes a crisis or shut-off payment, the request must include specific description of the client’s crisis need, including the following information when applicable
 - i. The past-due amount documented on the client’s current bill
 - ii. The utility shut-off date
 - iii. The specific nature of the heating emergency and whether or not it is life-threatening (e.g. furnace has broken down, oil tank is empty, etc.)
 - iv. Specific known costs associated with resolving a heating emergency
 - v. Description of the client’s monthly income versus expected heating costs over the next several months if crisis request is to avert an expected crisis due to projected lack of sufficient funds to pay future heating bills
7. Notify the energy provider of the requested LIEAP payment and associated authorization number
8. Provide the client with documentation of the requested LIEAP payment

(Refer to specific instructions in the Energy Assistance Programs Manual or in Appendix J.)

LIEAP assistance approval and payment

The OHOP Program Coordinator will review LIEAP requests on a weekly basis and approve requests when they are complete and consistent with program requirements. The OHOP fiscal coordinator will batch and process payment requests on a weekly basis. All payments will be made directly to vendors.

X: Roles, Responsibilities & Rights

OHOP Housing Coordinator Responsibilities

The primary responsibilities of Housing Coordinators are to perform initial eligibility verification, enroll clients into the program, conduct annual recertifications, provide assistance to clients in understanding and completing leases and rental agreements, and serve as a liaison between the client and landlord in lease negotiation or in case of disputes. The Housing Coordinator also serves as a liaison between the client and HIV case manager to assist in the goal that the client receives the necessary services to maintain independent living and housing stability and that the client remains engaged in case management services. Additionally, Housing Coordinators provide information and referral services to assist an eligible person to locate affordable, suitable housing when the need arises. The minimum duties and responsibilities of Housing Coordinators are as follows:

- a) Accepts referrals from HIV case managers. Initiates quarterly contact with HIV case managers to case conference on shared clients.
- b) Certifies applicants for participation in the OHOP program. Certification includes making income verifications and eligibility determinations.
- c) Works with clients and HIV case managers to collaboratively develop preliminary housing stability plans and recommend available OHOP and community-based housing assistance.
- d) Computes utility allowances, tenant rent and housing assistance payments for long-term rental assistance.
- e) Explains program rules and expectations, and client's obligations and rights under program, including grievance process.
- f) Assists clients in identifying suitable housing and negotiating rental agreements, including review of tenant-landlord leases for compliance with federal, state and local laws.
- g) Once units are selected, is available to meet with landlords to review program paperwork and secure a written agreement to participate in program.
- h) Conducts annual Recertification, including annual inspection of the housing unit.
- i) Monitors inspection of properties prior to occupancy, during annual recertification, upon client's request.
- j) Counsels and assists clients and landlords in resolution of housing-related issues as appropriate and serves as a liaison between the landlord and the OHOP program.

- k) Conducts a Housing Stability Assessment initially and every twelve (12) months, or more often as needed. Assists the client in developing a Housing Stability Plan.
- l) Conducts annual housing inspections for units subsidized through long-term rental assistance.
- m) Explains and interprets federal and local HOPWA regulations and rules to interested landlords, realtors and property owners.
- n) Investigates alleged incidents of program rule violation(s) and/or abuse by client or landlord.
- o) Maintains a client record and documents all work related to the client's status as an OHOP client, including interactions with others persons or agencies on behalf of the client. Provides documentation to the OHOP management staff for such reasons as a grievance hearing or termination of participation in the program in event of program rule violations.

Participation in Trainings

All Housing Coordinators must attend the HIV/AIDS New Case Management training by a Department of Human Services, HIV Care and Treatment Program on the first available date offered after their employment date and will receive OHOP program training within one month of their employment date. OHOP management may require additional trainings as needed or suitably identified.

Diligent Search for Client

If the Housing Coordinator attempts to contact a client by telephone or in person multiple times and cannot reach the client, or if the client fails to attend a scheduled appointment without contacting the Housing Coordinator to reschedule, the Housing Coordinator must begin a diligent search for the client. The steps to take are as follows:

- a) The Housing Coordinator will send the client a certified letter noting the failed contact attempts or client's failure to attend or reschedule the appointment; The letter will set a new contact appointment fifteen (15) days from the date of the letter and provide notice that assistance will be subject to termination if the client fails to meet with the Housing Coordinator. The HIV case manager and the OHOP Program Coordinator will also receive a copy of the certified letter.
- b) Within the next fifteen (15) days, the following documented attempts at contact are to be made until contact is accomplished or methods of attempted contact below are exhausted:
 - i) Two phone contact attempts on separate days;
 - ii) The client's HIV case manager will be contacted to assist in locating the client;
 - ii) The Housing Coordinator or HIV case manager will conduct a home visit.
- c) If the client does not contact the Housing Coordinator within fifteen (15) days of the letter, termination of OHOP will be initiated according to the procedures described

under Termination Practices. Any request for assistance made after a case is closed will be considered a new application.

- d) All communications must be documented in the client's file.

HIV Case Manager Responsibilities

Because OHOP is a “needs-based” program, applicants must demonstrate the level of assistance needed through verifiable documentation. The HIV case manager must follow the Oregon HIV Case Management Standards of Service and the Program Policies, Services Definitions and Guidance documents to determine the level of need for housing assistance. HIV case managers assign Acuity Levels after they have completed an assessment. **Only “Living Situation” Acuity Level 2-4 is eligible for referral to the OHOP program.**

To ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted under the OHOP program, as required under federal HOPWA regulations, the OHOP program looks to the Ryan White Program Part B provider network for the provision of support services, such as, health insurance, medications, mental health, drug and alcohol treatment and counseling and nutritional services. Additionally, HIV case managers provide clients’ assistance in gaining access to local, State and Federal government benefits. As a partner of the OHOP program, HIV case managers will:

- a) Determine whether the client has a non-emergency housing need as defined in the Ryan White Part B Program Policies, Services Definitions and Guidance document (a person who receives housing assistance more than 2 weeks [14 days] in any fiscal year or who exceeds \$750 in Ryan White Program housing assistance funds in any fiscal year).
- b) Make referrals to the Housing Coordinator assigned to the service region. This includes completing and submitting a Client Referral Packet.
- c) Once contact is made by Housing Coordinator for a client Certification appointment, schedule the OHOP Certification appointment with the client and Housing Coordinator. Additionally, the HIV case manager is responsible for informing the client of information that he or she should bring to the appointment.
- d) Participate in quarterly case conferences with Housing Coordinators on shared clients.
- e) Contact the Housing Coordinator with any pertinent information and changes in client status that could affect their OHOP eligibility or situation related to their housing.
- f) Assist the client and Housing Coordinator in locating a suitable housing unit.
- g) Update the client’s Authorization for Use & Disclose of Information to include the OHOP program and Housing Coordinator.

- h) Participate in annual OHOP Recertification appointments with the client and Housing Coordinator as time allows.
- i) Sign the client's Housing Stability Plan and maintain a copy of the current Housing Stability Plan in the client's HIV case management file.
- j) For clients who have been terminated from OHOP program long-term rental assistance because they did not meet the 60 day requirement to find suitable housing, assist the client to develop a Care Plan that includes specific actions the client will take to meet the OHOP program requirements prior to submitting another referral to the OHOP program.

The HIV case manager and Housing Coordinators, as partners of the OHOP program may not create barriers for the client in accessing the OHOP program. Specifically, the Housing Coordinators must be allowed full access to the client, the client's family, the client's HIV case manager, the current or potential landlords and other necessary contacts that assist the client in successfully participating in the OHOP program.

Client Responsibilities

Clients receiving OHOP assistance must comply with all program policies and procedures as defined in this manual, as well as any subsequent directives issued by the OHOP program administration. Clients have general responsibilities, which accrue from their right to fair treatment under federal assistance programs, and specific responsibilities associated with OHOP. A client's failure to comply with program responsibilities can lead to termination from the program.

General Responsibilities

The OHOP program guidelines require that the client:

- a) Provide information, documentation and completed OHOP program forms within fifteen (15) business days from the date that such information or material is requested.
- b) Provide accurate, comprehensive, and timely information.
- c) Notify the Housing Coordinator of any changes in income or financial eligibility and household composition within fifteen (15) business days of the event and, if possible, in writing. Such changes are:
 - a. A family member moves out of the assisted unit.
 - b. The client proposes to move a family member into the unit.
 - c. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - d. The family's income cumulatively changes by \$200 per month or more.

- d) Maintain a current mailing address and phone number with the Housing Coordinator at all times.
- e) Maintain current contact information for two persons selected by the client for notification in case of emergency or for receipt of program notices and communications in the event that the program experiences difficulty in locating the client.
- f) Cooperate with the Housing Stability Assessment (and reassessments) conducted by the client's Housing Coordinator.
- g) Develop, commit to and follow a Housing Stability Plan based on the Housing Stability Assessment, which shall be reviewed and revised by the client and Housing Coordinator quarterly, or more often as needed.
- h) Seek and apply for all other types of financial or housing assistance as identified within the Housing Stability Plan, which may be available in order to increase income or eliminate dependency on OHOP. When a client becomes eligible for other financial or housing assistance, the client must obtain this assistance provided that such assistance is consistent with the client's Housing Stability Plan and provided that obtaining such assistance would not require the client to move from the client's current community of residence (e.g. city, town, or county) if the client does not wish to do so. For example, clients are expected to transition from OHOP to the Housing Choice Voucher Program (Section 8) or to unit-based public housing assistance when such assistance is available to the client. Demonstrated failure to accept other financial or housing assistance when it is available may result in termination from the OHOP program.
- i) Maintain regular contact with the Housing Coordinator as defined in the Housing Stability Plan and based on need.
- j) Keep scheduled appointments with the Housing Coordinator or any other OHOP staff person.
- k) Advise the Housing Coordinator of any problems related to OHOP assistance and cooperate in resolving those problems.
- l) Treat OHOP program staff with respect and courtesy at all times.
- m) Ask questions about any aspect of OHOP assistance not understood.
- n) Comply with all OHOP program regulations, rules and guidelines.
- o) Assume full responsibility for the consequences of violating program rules.

Compliance with Ryan White Program Part B HIV Case Management

Clients receiving OHOP assistance must be actively engaged in Ryan White Program Part B funded HIV case management services as required by the HIV Case Management and Support Services Program Standards of Service. In the event that the client is closed or inactivated from HIV case management, the OHOP program will begin the Termination process.

Additionally, the client must provide consent for the exchange of information between the OHOP program and the HIV case management agency.

Additional Responsibilities When Receiving Long-term Rental Assistance

Those clients who receive long-term rental assistance must:

- a) Locate a housing unit that passes a housing quality inspection within sixty (60) days of being enrolled in the OHOP program (this also applies if the client is relocating). Failure to locate such housing within the sixty (60) days allotted will result in immediate issuance of a program termination notice unless an extension of time is approved due to extenuating circumstances.
- b) Acknowledge that (a) no rent payments will be made by the OHOP program towards a unit unless and until the program authorizes the commencement of assistance in writing (known as the “Move-In Authorization Notice”); (b) if the client gives money to a landlord to hold an apartment, pending a successful HHS inspection and issuance of move-in authorization by the OHOP program, the client may lose that money if the unit fails inspection or is not approved by the program; and (c) the program will not be responsible for any rent (or deposits) incurred or accrued as a result of occupancy prior to the date of the Move-in Authorization Notice.
- c) Pay the rent, as set forth in the Move-In Authorization Notice, directly to the landlord by the due date set forth in the client’s lease. Assume responsibility for paying the client portion (and not more than the client portion) of the rent directly to the landlord. In the event that a third party who had agreed to pay the client’s portion stops making such payment on the client’s behalf the client is responsible for continuing rental payments.
- d) All clients will receive a monthly utility allowance through OHOP (either directly paid to the utility company or indirectly through a decrease in the client portion of rent), but clients must assume responsibility for paying any remaining balance of essential utility bills directly to the utility company(s) by the due date set forth in the client’s bill. In the event that a third party who had agreed to pay the client’s portion of utility bills stops making such payment on the client’s behalf the client is responsible for continuing rental payments.
- e) Pay any late fees, which result from late payments of the client’s portion of the rent.

- f) Maintain the housing unit in good condition as set forth in the lease or rental agreement and assume financial responsibility for the repair of any damage to the premises, other than normal wear and tear, caused by the client or member or guest of his or her household;
- g) Promptly notify the client's Housing Coordinator of any problems with the landlord, including failure to repair physical condition(s) in the unit which may be in violation of HHS;
- h) Promptly notify the client's Housing Coordinator of any changes in the amount of rent that the landlord charges for the unit.
- i) Maintain continuous residence in the assisted rental unit through the lease term. ***Abandonment of an assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) days, except in cases where the client is hospitalized or placed into residential substance abuse or mental health treatment, will result in the immediate issuance of a termination notice.***
- j) Give the landlord at least thirty day (30) notice in writing of the client's intent to move at the expiration of a rental agreement or the lease term, unless the rental agreement or lease requires more advance notice;
- k) Comply with all other terms of the lease or rent agreement;
- l) Request permission to move in writing sixty (60) days in advance of a desired move date. Move-in authorization will not be granted until the new unit passes inspection and a fully executed lease and landlord participation agreement are on file with the client's Housing Coordinator. ***Moving into a new apartment without program authorization, unless the client is able to provide sufficient justification for the unauthorized move to the satisfaction of the OHOP program, will result in the immediate issuance of a termination notice and the client will be fully responsible for any and all rents or deposits incurred or owed towards the rental of the new unit.***
- m) Respect the rights, property, and privacy and/or confidentiality of others and their right to peaceful enjoyment of their rental premises.

<i>Clients' Rights</i>

OHOP clients also enjoy certain rights under the program as follows:

1. The right to be treated with respect and courtesy, within any physical setting which provides the highest degree of privacy possible.

2. The right to freedom from discrimination because of race, color, religion, gender, national origin, age, familial status, disability, sexual orientation, or any other arbitrary criteria.
3. The right to full access to information about the OHOP program, including policies and procedures and agency-specific rules and regulations.
4. The right to know the names and titles of employees serving the client.
5. The right to be involved in and make decisions concerning options for the client's assistance, consistent with the client's eligibility status.
6. The right to refuse OHOP assistance.
7. The right to name an advocate to speak on the client's behalf, after a written authorization is presented to the OHOP program.
8. The right to inspect and receive an explanation of income determination calculations and other factors used to determine the actual amounts of direct assistance.
9. The right to confidentiality as established under state law. However, the client will be asked to acknowledge that the OHOP program is funded with federal Housing Opportunities for Persons with AIDS funds and that the client's participation in the program is based, in part, on the client's status and that while all participating agencies will adhere to all legal requirements to protect the client's confidentiality, the client's participation in the program may cause their HIV status to be inferred by others who become aware of the client's participation.
10. The right to prompt written notice of any action that is either adverse or favorable regarding the client's case.
11. The right to due process through initiation of grievances, suggestion of changes, and receipt of timely responses, without fear of reprisal.
12. The right to the protections outlined in the DHS Notice of Privacy Practices.

See Appendix B for Certification Forms, including the Client Rights and Responsibilities Form.

Landlord Responsibilities

The OHOP program must have an executed Landlord Participation Agreement on file prior to commencing long-term rental assistance. Landlord acknowledgement of the following program requirements for long-term assistance shall be incorporated into this agreement:

1. The housing unit must pass a HHS inspection within sixty (60) days of execution of a new rental agreement or lease (for clients moving into new rental housing) or within sixty (60) days of client certification (for clients in existing rental housing), and that such inspection will take place annually thereafter. The client also has the right to request inspection by the OHOP program at any time.
2. The Landlord must comply with Oregon law governing landlord and tenant relations.
3. The Landlord must certify that if the Landlord uses a standard lease form and rent amount for comparable unassisted units, that this standard lease form and rent amount is used for assisted unit(s). The Landlord must also agree to prior approval of the lease document by the OHOP program prior to execution by the client.
4. While the OHOP program recognizes the landlord's right to take appropriate action(s) as he or she sees fit within the rights and the limits of the law if the client is not paying his or her portion of the rent, the Landlord should immediately inform the client's Housing Coordinator of any problems concerning the client's non-payment of his or her portion prior to taking legal action.
5. The Landlord should notify the client's Housing Coordinator of any concern regarding the client's ability to maintain the leased premises in decent condition prior to taking any action towards eviction on such basis.
6. The Landlord should cooperate with the client's reasonable efforts to satisfy back rent or make, or pay for the costs of, repairs resulting from damage beyond normal wear and tear to the OHOP-assisted unit caused by the client or member of his or her household.
7. The Landlord should ask for the Housing Coordinator's assistance with resolving conflict with the client prior to such conflict rising to the level of a breach of lease terms.
8. The Landlord acknowledges that the OHOP program is not liable for (a) client's rental payments, (b) for any injuries or property damage caused by client, members of his or her household; (c) any breach of the terms of any rental/lease agreement between the Landlord and the client. The Landlord acknowledges that the OHOP program is not liable, and will not pay, for late fees relating to the payment of the program's portion of the rent or the client's portion of the rent.
9. The Landlord must inform the client's Housing Coordinator if the client moves or is deceased within 24 hours, or as soon as it is known. The Landlord must acknowledge that he or she is not entitled to any payments from the OHOP program after the departure of the client or death of the client (unless there are surviving family members within an approved grace period).
10. The Landlord must provide immediate access to the rental premises for inspection by the OHOP upon departure or death of client to protect the program's interest in the security and/or deposits made on behalf of client.

11. The Landlord must return all security or deposits paid by the OHOP program to the OHOP program, not to the client, within the period prescribed by law, unless the Landlord has legal cause to withhold such deposits for payment of damages or other eligible expenses within the terms of the rental agreement or lease.
12. The Landlord must agree to promptly notify the OHOP program of: (a) any pending transfer of title in the rental property, which is subject to the lease and (b) the date upon which transfer of title occurred and the name and mailing address of the new property owner.
13. The Landlord must notify the OHOP program of a pending increase in contract rent on the same timeline that such notice is provided to the tenant under the lease or rental agreement. The Landlord acknowledges that such an increase in rent may affect the ability of the OHOP program to continue providing rental assistance to the tenant at that unit.
14. The Landlord acknowledges that the OHOP program retains the right to offset program rent payments due the Landlord on units being assisted under the OHOP program by adjustments resulting from prior overpayments.
15. The Landlord acknowledges that all payments are contingent upon funding due to federal program appropriation and/or local reimbursement.
16. The Landlord acknowledges that all payments are contingent upon the client's continued eligibility for and participation in the OHOP program.

See Appendix C for Housing Search and Move-in Forms, including the Landlord Participation Agreement form.

XI: Client Confidentiality

Federal & State Requirements

Generally, Oregon law prohibits disclosure of results of HIV testing without the consent of the person tested or as authorized by a statute or rule. ORS 433.045. Without either, HIV information cannot be released in a way which identifies the person tested, regardless of how the information was obtained. ORS 433.045(3). Therefore, an individual who learns, for example, the HIV status of a person tested under mandatory testing provisions is prohibited from disclosing such information to others without specific consent or authorization. In addition, there is a prohibition against the disclosure of the HIV status of a prior or current owner or occupant of real estate during the course of a rental or sale. ORS 659A.421(8).

Client names, unique personal identifying codes and other individual information on documents must be kept confidential, as required by the HOPWA federal regulations at 24 CFR 574.440. Unauthorized disclosure of any medical information regarding a client, without prior written consent, may subject the OHOP program to legal action.

See Appendix B for the State of Oregon Department of Human Services Notice of Privacy Practices.

OHOP Program Requirements

To ensure that the client's confidentiality as it relates to his or her HIV-status, AIDS diagnosis, general medical history, mental health or substance abuse history, the following requirements must be adhered to.

1. *No Disclosure of HIV/AIDS Status without Written Consent*

Without expresses written consent of the client, the OHOP program, including Housing Coordinators may not disclose the client's HIV/AIDS status, nor that the client is eligible for program assistance because of the client's HIV/AIDS status. This information may only be disclosed to other service and housing agencies, landlords, and other parties if the client expressly consents to such disclosure in writing utilizing the OHOP Authorization for Use & Disclose of Information Form (DE2099) (see Appendix B). The client's expressed consent to disclose their HIV/AIDS status must specifically designate the person or agency to whom disclosure may be made. Generally, the Housing Coordinator will be responsible for having the client complete at least two separate Authorization for Use & Disclosure of Information forms: one including the HIV case manager with authorization to share information regarding HIV/AIDS and housing, another for landlords, utility companies, and other service providers with authorization to share only housing related information.

2. *Written Correspondence, Program Forms and Material Directed at Persons without Consent to Know Client's HIV/AIDS Status*

All written correspondence, program forms or documents specifically concerning the client that are directed towards, or made available to, landlords, other agencies or third parties, who are not identified in a client's written consent, must avoid even inadvertent disclosure of the client's HIV/AIDS status. Therefore, such correspondence, forms or materials must not make reference to, for example, "Housing Opportunities for Persons with AIDS"; "HOPWA" or "housing program for persons with HIV/AIDS". Instead, such material will refer to the client as an applicant or participant in a federal housing program providing financial assistance towards the client's housing or as OHOP. If any third parties who are not identified in a client's written consent request information regarding program eligibility criteria (either generally or in relation to a specific client), OHOP program staff should first determine whether it is necessary to describe this information (e.g. a landlord requires additional information regarding OHOP program eligibility requirements before making a determination regarding the landlord's willingness to work with the program). If it is not necessary to describe eligibility criteria, OHOP program staff shall not provide the information. If it is necessary to describe eligibility criteria, OHOP program staff shall do so in these general terms: The OHOP program serves clients with low or no income, who are homeless or at risk of becoming homeless, and who are living with specific health conditions.

3. *Secured Client Record Keeping and Storage*

Any information which directly discloses a client's HIV/AIDS status, or indirectly by virtue of being identified as a OHOP client, will not be visible or accessible to program staff persons without a need to know or to any other persons.

- a) OHOP client records will be maintained in a central, secure filing room with controlled access. During working hours, primary or secondary client files must be stored in a locked drawer or cabinet when no OHOP staff person is present.
- b) A client file, or materials intended for a client's case record, must never be left on a desk, even with the door locked, when there is no OHOP staff person in the office.
- c) OHOP Housing Coordinators may transport files outside of their secure office setting only in a locked box or filing carrier.
- d) The OHOP program will maintain a central database of all OHOP clients and access to the database will be strictly controlled by the Department of Human Services, HIV Care and Treatment Program.
- e) Personal client concerns will not be discussed where other persons might overhear the conversation (i.e. public areas).

4. *Email & Fax Communications*

No material which directly discloses a client's name and HIV/AIDS status, or indirectly by identifying the client as a OHOP or HOPWA applicant or client, will be transmitted by email unless the client expressly consents to such a transmission.

Fax transmission of information will be allowed by using a confidential fax machine only.

5. *Agency Staff Affidavit: Client Confidentiality*

All OHOP program staff, including employees of the grantee, subcontractors and contractors performing training, monitoring, and/or auditing functions must review and sign a “Department of Human Services, Office of Disease Prevention and Epidemiology, Statement of Confidentiality”, as part of their orientation process.

Access to client records is restricted to OHOP/HOPWA program staff with the “need to know” the client’s medical information. A need to know is present, and knowledge of the client’s HIV status is permitted, if the employee or agent, in order to perform properly his/her normal job functions, must have access to the client’s medical background.

6. *Informing Clients of Confidentiality Rights*

At the time of referral for OHOP assistance, the HIV case manager must obtain an updated Authorization for Use & Disclose of Information, which includes the OHOP Housing Coordinator. At the time of OHOP Certification the Housing Coordinator will explain the client’s rights to confidentiality, as well as, the need for prior written authorization to disclose client information.

A client will be informed that all information contained in the client’s file is confidential; and, that staff with access to information about the client are bound by confidentiality guidelines and will not disclose this information without prior written consent.

OHOP, as a program of DHS, requires that all clients receive the DHS Notice of Privacy Practices as a part of the Client’s Participation Agreement and will sign the Acknowledgement of Receipt. The original signed copy will be maintained in the client file.

Securing Client Consent to Disclose

The client has a right to give consent freely and voluntarily. However, the client will be informed that OHOP assistance is contingent upon the client’s consent to the disclosure of his or her HIV/AIDS status to the OHOP program by his/her HIV case manager. The HIV Case Manager discloses HIV status by virtue of a referral to the OHOP program. Further, the client must be informed that OHOP assistance will be contingent upon his or her consent to the release and exchange of information between their Housing Coordinator and the HIV case manager.

XII: Equal Opportunity & Reasonable Accommodation

Equal Opportunity

The Department of Human Services will comply with federal and local requirements for non-discrimination and equal opportunity, within the eligible population. Within the population eligible for assistance under the OHOP program, discrimination on the grounds of race, color, religion, gender, national origin, age, familial status, sexual orientation, and disability is strictly prohibited. In particular, the OHOP program must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations at 28 CFR part 35 and part 36.

Requests for Reasonable Accommodation

The OHOP program will provide reasonable accommodation to persons with disabilities as required under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (“ADA”). OHOP must make reasonable modifications in its policies, practices, and procedures in order to accommodate individuals with disabilities. However, modification is not required if it would create an undue financial or administrative burden or would fundamentally alter the nature, services or operations of the Program.

In some circumstances, OHOP policies and procedures are based directly on Federal HOPWA regulations established by Congress and administered by the US Department of Housing and Urban Development (HUD). If a client requests waiver of such Federally established policies and procedures, OHOP program staff will assist the client in requesting the reasonable accommodation directly from HUD, as the OHOP program does not have the discretion to authorize such accommodations.

The laws defines disability as the inability to engage in any substantial gainful activity (SGA) by reason of any medically determinable physical or mental impairment(s) which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

- a) The term *disability* means one or more of the following:
 - i) A physical or mental impairment that substantially limits one or more of the major life activities of an individual
 - ii) A record of such an impairment
 - iii) Being regarded as having such an impairment.

- b) A physical or mental impairment “*substantially limits*” a person in one or more of the “*major life activities*” if it causes substantial difficulty in a person’s ability to:

- See, hear, speak, or breathe
 - Learn, think, or read
 - Work, walk, or perform manual tasks
 - Care for himself or herself
 - Engage in some other “major life activity.”
- c) A *qualified individual with a disability*, with regard to services, means an individual with a disability who meets the essential eligibility requirements for the receipt of OHOP services or the participation in HOPWA funded programs or activities and does not pose a direct threat to the health and safety of himself/herself or others with or without:
- i) Reasonable modifications to rules, policies, or practices
 - ii) The removal of architectural, communications, or transportation barriers
 - iii) The provision of auxiliary aids.
- d) The term *services* includes any services, programs, activities and financial assistance funded by HOPWA grant funds.
- e) The term *auxiliary aids* includes any auxiliary aids, benefits, or services provided by a OHOP program of the Department of Human Services.
- f) The term *direct threat* means a significant risk of substantial harm to the health or safety of others, as determined in an appropriate medical assessment, that cannot be eliminated or reduced to an acceptable level by a modification of policies, practices, or procedures, the removal of architectural, communications, or transportation barriers, or by the provision of auxiliary aids or services.
- g) Undue hardship means an action that would result in a fundamental alteration of OHOP services or present an undue financial and administrative burden.

An applicant or client may request reasonable accommodation at any time. Requests can be requested in any format or by completing a HOPWA Request for Reasonable Accommodation to expedite the request process.

If the modification requested is regarding OHOP program policies and procedures reflected in this Manual or otherwise, the reasonable accommodation request must be directed to the Department of Human Services, OHOP Program Coordinator. In some cases the OHOP program may consult with the Fair Housing Council of Oregon to assure full compliance with fair housing laws.

Reasonable modification means:

- i) A reasonable modification of a policy, practice, or procedure to avoid discrimination on the basis of disability, unless that modification would fundamentally alter the nature of the service
- ii) A method of making a service accessible or usable to a qualified individual with a disability, unless that method would result in a fundamental alteration of the service

or an undue financial and administrative burden. Depending on the circumstances, such methods may include:

- a) Reassignment of service to accessible buildings or delivery of services at alternative sites;
 - b) Home visits
 - c) Alteration of office facilities;
 - d) Arrange for a third party payee to ensure that rent payments are made on time.
 - e) Any other method that would result in making services readily accessible to and usable by qualified individuals with disabilities.
- iii) The provision of auxiliary aids for qualified individuals with disabilities, unless those aids would fundamentally alter the nature of the service or, where applicable, would constitute an undue financial and administrative burden. The following are examples of auxiliary aids:
- a) Qualified interpreters or other effective methods of making aurally delivered materials available to qualified individuals with hearing impairments
 - b) Qualified readers, taped texts, or other effective methods of making visually delivered materials available to qualified individuals with visual impairments
 - c) Acquisition or modification of equipment or devices
 - d) Other similar services and actions

Program accessibility means that OHOP services, when viewed in their entirety, must be readily accessible to and usable by qualified individuals with disabilities.

Assessment of Request for Reasonable Accommodation

Response to a request for accommodation must be made in writing within fifteen (15) business days of the receipt of the request. Response may include requests for additional information from clients or qualified health professionals that provided documentation on a client's behalf. Final response to the original request will generally be provided within fifteen (15) business days of receipt of all requested required documentation. A reasonable accommodation request may seek changes or adjustments to rules, policies, practices or procedures which are followed or prescribed by the OHOP program, or physical modifications to a person's prospective or current apartment or other part of the housing site, including assistive technology. (Note: Responsibility for physical modification to the housing premises under the ADA generally falls on the property owner, and such requests for reasonable accommodation that reside primarily with the property owner or manager should be directed to the property owner or manager rather than to the OHOP program – See Landlords and Fair Housing.). A reasonable accommodation request may also seek the allowance of retroactive relief (e.g., reinstatement of an individual with a disability to the waiting list where he or she did not respond to an update notice for reasons related to the disability (requests must be submitted by the HIV case manager)).

A reasonable accommodation request will be granted when the following four requirements are met:

- a) The subject of the request is a qualified "individual with a disability" as defined above.
- b) The requested accommodation is related to the disability.

- c) The requested accommodation is necessary, because of the disability, to provide an equal opportunity to use and enjoy the housing.
- d) The requested accommodation is reasonable. A request will be considered "reasonable" if it does not create an undue financial and administrative burden or constitute a fundamental alteration in the nature of the housing program.

Additional Guidance:

- c) Unless the OHOP program can identify specific reasons for doing otherwise, it will accept the judgment of an individual with a disability, as independently verified by a qualified individual, that a requested accommodation is: (i) appropriate for and related to his or her disability, (ii) necessary for an equal housing opportunity, and (iii) reasonable (see further guidance below for analysis of reasonableness). In determining whether reason for denial exists, the Program may obtain verification of the reasons advanced for the requested accommodation, and may also seek advice from qualified professionals.
- c) The factors which will be considered in determining whether a requested accommodation would create an undue financial and administrative burden on the OHOP program are: (i) the nature of the accommodation; (ii) the cost of the accommodation; (iii) the Program's financial and administrative resources; (iv) the size of the housing program; (v) the type of unit or facilities involved; and (vi) the possibility of recouping costs from another source.
- c) In determining whether a requested accommodation would cause a fundamental alteration in the nature of the housing program, the OHOP program will consider whether the accommodation sought would require it to conduct activities which extend beyond the scope of its primary purpose, i.e. to provide tenant-based rental subsidies to low income persons with HIV/AIDS and to assure that residents comply with their lease obligations, and the practical components necessary to achieve that purpose. For example, a client's request for the OHOP program to provide child care, nursing services or other services not directly related to rental assistance would constitute a fundamental change in the nature of the program provided. If granting the requested accommodation would constitute a fundamental alteration in the housing program, the OHOP program will deny the request.
- d) The determination of whether a requested accommodation constitutes an undue financial and administrative burden or a fundamental alteration in the housing program will be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision. The fact that granting an accommodation for one person could set a precedent that other requesters might follow will not constitute a sufficient basis for determining that a particular accommodation constitutes an undue financial and administrative burden or fundamental alteration in the program.

- e) If granting a requested accommodation would create an undue financial and administrative burden, the Program will comply with the request to the extent it can do so without undergoing undue burden(s).

The OHOP program must establish that any alternative accommodation it proposes, if the requestor's proposed accommodation cannot be approved under the criteria above, is effective in removing the barriers to a disabled person's equal housing opportunity. If there are several different accommodations that would be effective in meeting the need of the disabled person, the individual may select the option, which is most convenient and acceptable.

- f) If a requested accommodation is unlikely to provide the disabled individual with an equal opportunity to use and enjoy the housing, the Program need not grant that accommodation.
- g) If a disabled individual's requested accommodation would, based on objective evidence, pose a direct threat to the health or safety of others or result in substantial physical damage to the property of others, the OHOP program need not grant the accommodation.
- h) Under certain circumstances, federal laws specifically exclude or exempt an individual with a disability from their protection, and thus allow the denial of admission to or termination of tenancy of an individual with a disability. One of the following conditions must apply:
 - i) The individual's tenancy would pose a direct threat to the health or safety of others, and reasonable accommodation would not eliminate that threat.
 - ii) The individual's tenancy would result in substantial damage to the property of others, provided that a reasonable accommodation would not eliminate the threat.
 - iii) The individual is not "otherwise qualified" because the resident does not meet the essential eligibility requirements for the program, such as being low income.
 - iv) The individual has been convicted by any court of the illegal manufacture or distribution of drugs.
 - v) The individual is a current illegal drug user.

In order to exclude a person on the basis of threat to health or safety, it is necessary to show how the particular person living in a building would pose a direct threat or substantial risk of harm to others. Such a claim must be based on objective evidence rather than on generalized assumptions, subjective fears, and/ or speculations. It should be founded on a history of actions by an applicant or resident, provided that there have not been changes in the meantime which make it likely that such actions would not recur. Also, if a reasonable accommodation could eliminate or sufficiently reduce the risk to health or safety, that accommodation must be provided. However, if it can be shown that no reasonable accommodation is possible to lessen the risk of harm, then no accommodation is necessary.

Significant past threats to property or property damage by a resident who is an individual with disability, including threats or damage which result from a person's

disability, may be reason to deny admission or to terminate tenancy, provided there have been no changes which would make it likely that such actions would not recur, and there is no reasonable accommodation requested which could reduce damage to a reasonable level. This exclusion does not apply to normal wear and tear to a unit, which might be expected from a resident's disability, such as the nicking of walls and doorframes from a wheelchair.

An individual who is not currently using drugs but has a history of illegal drug use is protected by the laws. The exclusion from protection based on current illegal use of drugs applies to a person whose illegal use of drugs occurred recently enough to justify a reasonable belief that the person's use is current. If such a reasonable belief exists, the OHOP program may terminate a tenancy or deny the applicant admission even if the person is an individual with a disability. Therefore, the OHOP program must make a reasonable judgment, based on the specific facts relating to the individual, which determines whether he or she is excluded from protection because of current illegal use of drugs. If a person has a history of illegal drug use, is not currently using illegal drugs, and has either successfully completed a drug rehabilitation program or is participating in a drug treatment program or self-help group or has otherwise been rehabilitated successfully, then it is clear that he or she is not a current illegal drug user.

Questions regarding Reasonable Accommodation and Fair Housing Law should be directed to the OHOP Program Coordinator, who in turn will consult with the Fair Housing Council of Oregon.

See Appendix F for Reasonable Accommodation forms and fact sheets.

Justified Absences from Assisted Housing

The OHOP program recognizes that clients may, from time to time, experience extended hospital stays. The Program also strongly encourages clients to seek appropriate substance abuse and/or mental health treatment. The OHOP program recognizes that appropriate treatment may require clients to enter into residential substance abuse or mental health treatment facilities.

OHOP program rules for clients receiving long-term rental assistance treat a failure to reside on the assisted premises for a period exceeding thirty (30) days as abandonment of the assisted unit and, therefore, a Category I program violation leading to immediate program termination. To accommodate persons in need of extended hospitalization or residential treatment, the Program will recognize this as a justified period of absence if the client complies with the following accommodation request and notice requirements. Absences up to one hundred and twenty (120) days can be approved.

Absentee Notice Requirements

If advanced notice is possible, clients must submit a Request for Reasonable Accommodation, with the accompanying medical verification form. The OHOP program will rely upon the client's HIV case manager regarding the duration of the justified absence.

Clients are required to submit the Request for Reasonable Accommodation at the same time that they are placed on a waitlist for residential treatment. The client or HIV case manager must notify their Housing Coordinator within forty-eight (48) hours of being admitted to the residential facility in order to preserve approval of an extended absence from their assisted housing unit. The client must also consent to exchange information between the client's HIV case manager, Housing Coordinator and residential treatment program in order to protect the client's continued housing assistance.

If advanced notice is not possible due to emergency hospitalizations or residential treatment admissions, the client or HIV case manager must submit the Request for Reasonable Accommodation within fifteen (15) days of the client's absence from the assisted housing unit.

Landlord Notification and Adjustments to Client's Share of the Rent

The client must also notify the landlord of the approved absence and continue to pay his or her portion of the rent while absent to ensure that the landlord does not move to evict on the basis of abandonment.

If the client anticipates a change in income due to treatment (i.e. treatment program fees), the client may ask, as a reasonable accommodation, for an adjustment to program rent during the period of treatment. The Program will require documentation of fees from the treatment facility.

Landlords and Fair Housing

Landlords renting units to OHOP clients are also subject to fair housing requirements. These fair housing requirements may become evident in situations in which the client may be threatened with eviction for disability-related issues that could be resolved through reasonable accommodation. For example, a prohibition against pets may be overcome by the need to accommodate a client's reliance on an animal for assistance with daily living activities. Proposed eviction on the basis that a client's housekeeping or personal hygiene practices pose a threat to the health, safety or right of peaceful enjoyment of others also may be a violation of the disability laws if the landlord refuses to accept home-based support services as a reasonable response to the situation.

A Housing Coordinator can advocate for reasonable accommodation if warranted. If efforts to ensure reasonable accommodation by the landlord become futile, the Housing Coordinator must consult with the OHOP Program Coordinator, who in turn will consult with the Fair Housing Council of Oregon. If it is determined that there is no remedy to the situation, the Housing Coordinator can assist the client in relocating while the client pursues legal recourse against the landlord. The OHOP program may refer the client for legal assistance if evicted, or threatened with eviction by the landlord; and notify the Fair Housing Council of Oregon of landlords who demonstrate discriminatory practices.

XIII: Termination Practices

Participants who receive OHOP housing assistance may be terminated if the participant violates program requirements and/or conditions of occupancy. Additionally, termination will occur at any time the OHOP client becomes ineligible for the OHOP program as described in the Program Eligibility and Referral section.

Clients Rights to Due Process

The federal regulations, which govern the OHOP program recognize the importance of keeping persons with HIV/AIDS housed and emphasize that participants should be terminated only for serious or persistent violations, after intermediate steps have been exhausted. According to the regulations, minimum due process must include all of the following:

- a) Serving the client with a written notice containing a clear statement of the reasons for termination.
- b) Allowing the client to have a review of the decision in which the client can present written objections to a person other than the person (or a subordinate of that person) who made the decision to terminate.
- c) Providing the client with a prompt written notification of the final decision.

During the period of time in which the client is involved in an appeal of the termination decision, his/her assistance will not be discontinued. The client's housing assistance payments may be stopped only after the entire OHOP grievance process has been concluded, and the decision to terminate assistance is upheld and communicated to the client in writing.

Grounds for Termination

Category I Violation

A Category I Violation is a serious program violation, which impacts the integrity of the housing program as set forth below and will result in immediate program termination:

- a) Commission of fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the client's eligibility to receive services.
- b) Abandonment of assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) days, except in cases where the client is hospitalized or placed into residential substance abuse or mental health treatment.
- c) Moving into a new apartment unit without program authorization, unless the client is able to provide sufficient justification for the unauthorized move to the satisfaction of the OHOP program.

- d) Threatening or abusive behavior toward personnel (or others at the OHOP partner agencies), neighbor(s) or the landlord. Threats of violence may be verbal or non-verbal and can occur explicitly or implicitly. When the behavior constitutes a legitimate threat of violence to themselves or others, immediate termination is warranted.
- e) Commission by client, any member of the household, guests or any person under the client's control of any violent or drug-related criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents .
- f) Extreme or excessive damage caused to the OHOP-assisted unit by the client, a client's guest, or a member of his or her household. Extreme or excessive damage is characterized by deliberate destruction of property including vandalism, arson, and breaking or soiling fixtures, floors, walls, windows, doors, or appliances.

Category II Violation

A Category II Violation is a persistent violation of a client obligation under the program, which include, but are not limited to, those listed below. Persistent documented Category II program violation(s) will result in termination.

- a) Failure to notify the provider of a change in income within fifteen (15) days of the event.
- a) Failure to notify the provider of any change in circumstances in order to obtain or continue to receive benefits within fifteen (15) days of the event.
- b) Failure to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- c) Failure to maintain regular contact with the OHOP program.
- e) Failure to cooperate with quarterly Housing Stability Plan reassessments.
- f) Failure to locate suitable housing within required time or failure to actively pursue suitable housing.
- g) Failure to attend OHOP provider appointments, except in the case of illness or other extenuating circumstances.
- h) Failure to make timely payment of the client's required portion of the rent.
- i) Moderate damage to the OHOP-assisted unit caused by the client, client's guest, or member of his or her household (i.e. not normal wear and tear).
- i) Verbal abuse directed toward OHOP personnel (or others at OHOP partner agencies), neighbor(s) or the landlord. Such abuse consists of repeated use of offensive speech, particularly speech that directly insults the listener. Verbal abuse constitutes grounds for dismissal when the offensive speech continues or is repeated after at least two

direct requests to the client to refrain from such behavior. If the verbal abuse constitutes a threat of violence, it shall be treated as a Category I violation.

- k) Harassment consisting of unwarranted and unwelcome contact of any nature (including phone or face-to-face) after the client has been explicitly advised to cease the harassing contacts. If the harassment occurs in a way that constitutes a threat of violence, then such behavior shall be treated as a Category I violation.

Failure to meet the Housing Stability Plan or the HIV case management Care Plan goals does not constitute a violation in and of itself.

Death of Client

OHOP rental assistance terminates immediately upon the death of the client, unless survived by member(s) of the family who were listed on the OHOP application and residing with the client in the assisted unit at the time of his or her death. Such surviving family members are afforded a grace period of rental assistance [also see “Program Eligibility & Referral”].

Exhaustion of Grace Period for Surviving Family Members

Assistance terminates upon the exhaustion of the grace period afforded surviving family members unless the household becomes income eligible prior to expiration of the grace period.

<h2><i>Required Documentation</i></h2>

Any program violation shall be documented in the client’s case notes in detail, including efforts to resolve the matter with the client. Independent evidence and/or documentation must be obtained for the file.

Evidence Required:

Category I violations must be substantiated by independent evidence, including, but not limited to:

- a) Police report indicating behavior by any household member, guest or anyone within the client’s control, which threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- b) Police report, arrest or conviction for drug-related criminal activity of any household member, guest or anyone within the client’s control.
- c) Documentation of a failed diligent search for a client who has abandoned an OHOP-assisted unit (see “OHOP Housing Coordinator Responsibilities – Diligent Search for Client”).
- d) Witnesses, including but not limited to the landlord, who are willing to attest to the behavior of the client, any household member, guest or anyone within the client’s control or facts evidencing fraud on the part of the client;

- i) Note: The landlord's word alone does not constitute evidence of a Category I program violation (except in the case of apartment abandonment or unauthorized moves). When using a witness such as the landlord to terminate assistance, the provider should include additional witnesses and documentation because the landlord's word standing alone will not constitute sufficient evidence to substantiate a termination (except in the case of apartment abandonment or unauthorized moves).
 - ii) The client will have the opportunity to present witnesses to testify on his/her behalf.
 - iii) If allegations of criminal/drug-related activity are involved, the provider must be aware that PLWH/As often require intravenous treatments and medications taken by syringe. Medical supplies required by a PLWH/As may be mistaken as drug paraphernalia by a non-medical person.
- e) Any other relevant documentation that substantiates a Category I violation.

Termination of Assistance to be Issued by the OHOP Program Following Review of Housing Coordinator Recommendation

Upon thorough documentation of the violation, the Housing Coordinator will forward a recommendation for termination to the OHOP Program Coordinator in the form of a completed Termination Notice, along with a complete copy of the client's case file. At their sole discretion, OHOP program management will make a determination whether to terminate based on the documentation provided. Upon making a determination to terminate, the OHOP program will issue the Notice of Termination directly to the client, with a copy to the HIV case management provider. If no response for a grievance hearing is made within the specified time, a notice of subsidy termination will be sent to the landlord. The Notice of Termination must comply with the requirements set forth below.

A client terminated from the program due to criminal behavior or activity may be readmitted to the OHOP program upon submission of court documents demonstrating that the client was acquitted, or cleared, of all charges related to the incident that led to termination. However, re-admission shall be contingent upon availability of program funds and client's program eligibility at the time of a request for re-admission.

<i>Program Response to Category II Violations</i>
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Initial Response to Category II Program Violation and Client's Corrective Action

Prior to initiating termination upon a Category II violation, the Housing Coordinator shall provide the client with:

- a) Written notice (with a copy to the HIV case manager).
- b) Verbal consultation documented in the client file.
- c) The opportunity for corrective action.

Documentation of Program Violation and Client Response

- a) The program violation must be documented in the client's case notes in detail. Independent documentation, where applicable, should also be secured (i.e. documentation by landlord that the client has not been paying his/her required portion of the rent).
- b) All efforts to resolve the matter with the client also will be documented in the client's case file. Documentation of efforts will include records of verbal interactions with client about the violation, documentation of diligent search for the client, copies of written warnings, including the warning of the possibility of termination, and other material as may be relevant.
- c) Documentation in the client's file of the client's efforts to make corrective action, or lack thereof.

Termination of Assistance

Upon thorough documentation of the violations, the Housing Coordinator forwards a recommendation for termination to the OHOP Program Coordinator. A complete copy of the client's case file and Termination Notice must also be forwarded. At the OHOP Program Coordinator's sole discretion, the OHOP Program Coordinator will make a determination whether to terminate based on the documentation provided. Upon making a determination to terminate, the OHOP Program Coordinator will issue the Notice of Termination directly to the client, with a copy to the HIV case management provider. The Notice of Termination must comply with the requirements set forth below.

Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the client. **The client's assistance may be terminated upon three documented incidents of program violations, even if the client took corrective action to cure one or more of these violations.**

Because the decision to terminate OHOP housing assistance is a consequence of a client's violation of OHOP program rules, a client may remain in the rental unit after the termination of OHOP assistance, consistent with the lease, as long as he/she is able to pay the rent and is complying with the other terms of the lease.

Termination Notices

All termination notices must be in writing and must contain the following elements:

1. The notice must inform the client that his or her assistance under the OHOP program is being terminated, the effective date of termination and a statement that the OHOP program will provide thirty (30) additional days of rental assistance from the effective date of termination if the client remains in his/her currently assisted rental unit. If the client no longer resides in the currently assisted rental unit (e.g. the client has been

evicted concurrent to the OHOP program termination), the OHOP program will provide no additional rental assistance at the client's new residence.

2. The notice must specify that a grievance may be initiated with the OHOP program within thirty (30) business days of the date of the termination notice.
3. The notice will provide a detailed explanation of the reason for termination. The explanation must include the reason for termination, i.e. the incident(s) which led to the decision to terminate, the time and date of the incident(s) and the type of supporting evidence the landlord or provider has with regard to the incident(s) (witnesses, case file documentation, police/incident report, etc.).
4. The notice will include a copy of the grievance policy.
5. The notice will clearly state the deadline for submitting a grievance.
6. The notice will state that the client has the right to review his/her file, as well as any documentation supporting the provider's decision to terminate the client's OHOP assistance.
7. The notice will explain that in the event that the client appeals the termination decision and the grievance process is not completed within the remaining one month of assistance, the OHOP program will continue to provide rental assistance until the grievance process is completed.
8. The notice must be faxed to the client's HIV case manager and sent by first class and by certified mail to the client, return receipt requested.

Return to the OHOP Program Following Termination

Any client terminated from the OHOP program will not be eligible for referral to the OHOP program for a period of six (6) months following the date of the client's termination. Clients who are terminated for failure to find housing within the 60-day housing search period are exempt from the 6-month exclusion period and may be referred to the program immediately following termination (see "Sixty (60) Day Maximum Period of Time to Locate Housing"). Clients terminated for a Category I Violation involving documented fraud, violence or extreme damage caused to an assisted unit will not be eligible for referral at any time (see definition for Category I Violations a), d) and f)). At any point following the six-month exclusionary period, the client may be referred to the OHOP program under the following procedure:

1. The client's HIV case manager must reassess the client's overall and living situation acuties.
2. The client's HIV case manager must refer the client to the OHOP program by faxing a new Referral Packet to the local OHOP Housing Coordinator.
3. In addition to the new program referral packet, the client must submit a written statement explaining the situation that gave rise to the client's termination from the program, the steps that the client has taken since termination to address any individual behaviors

giving rise to the termination, and the client's current plan to secure and maintain stable housing. The client's HIV case manager may wish to assist the client in developing the written statement and may also wish to provide documentation supporting information provided in the statement. The client's HIV case manager must work with the client to develop a new Care Plan form (DHS 8400) that outlines how the client will be assisted in securing and maintaining stable housing. The plan should include specific information regarding the frequency of client contact with the HIV case manager, volunteers, or other care providers in the community who will assist the client in their new housing. The plan should also clearly outline the specific duties of the client, HIV case manager, and volunteers or other care providers who will assist the client. The client statement and Care Plan form (DHS 8400) must be submitted along with the new program referral form.

4. If, at the sole discretion of the OHOP Program Coordinator, the client statement and Care Plan indicate that the client is likely to be successful in securing and maintaining stable housing through the OHOP program, the client will be added to the OHOP wait list, and the OHOP Program Coordinator will notify the case manager and housing coordinator of this decision.
5. If the OHOP Program Coordinator concludes that the client statement and Care Plan do not indicate that the client is likely to be successful in securing and maintaining stable housing through the OHOP program, the client will be denied access to the OHOP program, and the OHOP Program Coordinator will notify the client of this decision by certified and first class mail. Notice of the decision will include a copy of the OHOP grievance policy and grievance form.

Clients who are terminated from the OHOP program on two separate occasions will not be eligible for return to the OHOP program.

Summary of End of Participation Policies and Procedures

Clients may end their participation in the OHOP program through several means. Each has slightly different documentation requirements, processes, and consequences for the client. The following page summarizes policies and procedures related to ending participation in the OHOP program. See the appropriate program policies for detailed description of policies and procedures.

See Appendix D for Termination Notices and Grievance Forms.

Summary of OHOP End of Participation Policies and Procedures

REASON FOR END OF PARTICIPATION	Case manager withdrawal of client from OHOP wait list	Unable to certify client within 30-days of removal from wait list	Expiration of client 60-day housing search period	Client voluntary withdrawal	Client transfer to other assistance (e.g. Section 8, HOME)	Client no longer meets eligibility criteria	Termination for Category I or II Program Violations
REQUIRED DOCUMENTATION	Written notice from case manager	Diligent search for client	“Notice of Expiration of Housing Search Period” form mailed to client	Written notice from client (best) or documentation of verbal request to housing coordinator	Written notice of client eligibility for and availability of other assistance (best) or documentation of verbal confirmation from other assistance program	Recertification documents	See termination policies
REQUIRED NOTIFICATION	Case manager must notify client.	Case manager must notify client	“Notice of Expiration of Housing Search Period” form mailed to client by Housing Coordinator	Letter mailed to client from Housing Coordinator	Termination notice for client transfer mailed to client from Housing Coordinator	Termination notice for client transfer mailed to client from Housing Coordinator	Termination notice for program violations mailed to client from Program Coordinator
EFFECTIVE DATE OF END OF ASSISTANCE	N/A	N/A	End date of 60-day housing search period	Determined by client notice	Effective date of beginning of other assistance	30 days from date of termination notice (90 days if notice due to death of client with surviving family members)	30 days from date of termination notice
CLIENT ELIGIBILITY FOR FUTURE RETURN TO OHOP	Eligible for referral at any future date	Eligible for referral at any future date	Conditionally eligible for referral at any future date (see policy)	Eligible for referral at any future date	Eligible for referral at any future date	Eligible for referral at any future date (if once again meets eligibility criteria)	Conditionally eligible for referral following 6-month exclusion period (unless terminated for violence, fraud, or extreme damage to unit)
GRIEVANCE ELIGIBLE?	No	No	Yes	No	Yes	Yes	Yes

Consequences of Eviction

Eviction by the Landlord

Termination from the OHOP program is separate and distinct from eviction by the landlord. A landlord may have reasons for evicting a client, justifiable or otherwise, which differ substantially from termination of OHOP assistance due to breach of program requirements. In the administration of OHOP services, it is important that termination and eviction be carefully differentiated.

An OHOP client may be evicted by the landlord, in accordance with state and local laws governing evictions, for violating a provision of the lease agreement. However, OHOP assistance may not be terminated unless OHOP program rules are violated. Unless there is a Category I or Category II violation, which warrants termination at the same time an eviction takes place, it is the responsibility of the OHOP Housing Coordinator to continue the client's assistance.

Program Involvement in Eviction

If a landlord chooses to initiate eviction proceedings, this must occur without involvement from the OHOP program. The role of the Housing Coordinator, as an advocate, precludes any involvement with eviction proceedings initiated by the landlord.

Under no circumstances should the Housing Coordinator give the client legal advice regarding eviction. This could lead to liability for the program. When a client has received an eviction notice, summons or complaint from the landlord, the client may be referred to legal services.

Depending on the outcome of the eviction proceedings initiated by the landlord, it may be necessary for the Housing Coordinator to make arrangements for the client to move and continue the assistance elsewhere. Additionally, a client may be moved and assistance continued if a program violation has resulted, termination has been initiated, and the grievance process has not been completed.

Landlord Allegation of Program Violation

When the Housing Coordinator is notified by a landlord that a client is alleged to be in violation of OHOP program rules, the landlord's word must not be taken as fact. The Housing Coordinator must proceed independently to substantiate any activity which may constitute a violation of OHOP program rules; that is, if, in the Housing Coordinator's professional judgment, the allegations warrant follow-up by the OHOP program.

XIV: Concerns/Complaints, Appeals & Grievance Process

Concerns and Complaints Process

It is the policy of the OHOP program to consistently respond with diligence to concerns and complaints voiced by clients, landlords, HIV case managers and other interested parties about the administration of the OHOP program or policy issues regarding the program. Any person is free to raise, and have resolved, any concerns or complaints and may do so without fear of retribution. Persons lodging complaints are entitled to the complaint being handled in an expedient, confidential, sensitive and non-judgmental manner.

Whenever possible, verbal complaints will be resolved informally. Concerns and complaints will be resolved in the least formal manner using a variety of approaches, including meetings and telephone conversations.

1. If possible, the person making the complaint should speak to their Housing Coordinator or to the OHOP Program Coordinator first. (Concerns and complaints regarding OHOP policy issues should be directed to the OHOP Program Coordinator and then to OHOP management staff.) The person voicing the concern should clearly explain their complaint and communicate what they feel needs to occur for the complaint to be resolved. The complaint and agreed resolution will be documented on the Complaint Report Form. A copy of this form must be sent to OHOP management within 5 business days after the resolution of the complaint.
2. If the person feels uncomfortable discussing the complaint with their Housing Coordinator or the OHOP Program Coordinator, they are encouraged to lodge their complaint directly with OHOP management staff. The manager will discuss the complaint with the relevant staff member. The complaint and agreed upon resolution will be documented on the Complaint Report Form.
3. The staff member involved will take all reasonable steps to bring a satisfactory resolution of the concern or complaint without undue delay. Where resolution is not immediate, the staff member will keep those involved updated via verbal or written progress reports using the telephone and email. The Program would expect to have most complaints resolved within 10 working days.
4. Documented complaints regarding the OHOP program will be filed and kept by OHOP program management. A brief summary of the complaint, its resolution and the date of resolution will be written on the Complaint Report Form by the OHOP Program Coordinator or OHOP management.

5. Should the client lodging the complaint remain dissatisfied with the outcome of this process, they will be offered the opportunity to initiate the Appeals Process below.

Appeals Process

The Appeals Process is available only to OHOP clients. In those instances when the OHOP staff cannot resolve a client complaint or concern, the staff member must inform the client about the Appeals Process and refer the client to a specific person in OHOP management. Additionally, the Appeals Process should be used for complaints about the manner or quality of OHOP service, including client treatment by their Housing Coordinator.

1. OHOP management will determine the nature of the complaint and, if appropriate, attempt to resolve it.
2. If the client is dissatisfied with OHOP manager's response to the client's complaint about the manner or quality of OHOP services, the client may appeal that response by filing an oral or written statement within fifteen (15) business days after the client has been notified of the OHOP management's response.
3. If appropriate, the HIV case manager may assist the client in preparing the written statement or otherwise transcribing the oral statement on the Client Appeal Form.
4. The written statement will be mailed or otherwise submitted to the HIV Care and Treatment Program Manager, who will investigate the complaint promptly and render a decision in writing to the client, client's HIV case manager and Housing Coordinator within ten (10) business days.

Grievance Process

Grievances must regard decisions which affect a client's eligibility, amount, or length of time of assistance, and/or termination of assistance for program violations. Grievances must be in writing and must be directed to the OHOP Program Coordinator.

The Grievance Process applies to any decision by the OHOP program, which may adversely affect the client's eligibility for assistance, including denial of re-certification or program termination. Grievances may only be filed for:

- a. Denial of listing on an OHOP waiting list.
- b. Denial of eligibility to participate in the OHOP program.
- c. Denial of a request for OHOP program assistance.
- d. Denial of a request for reasonable accommodation.
- e. Termination of assistance for program violations.

Federal Guidelines

The federal regulations governing the OHOP program require that the client be provided with access to a formal process that recognizes the client's right to appeal and the client's right to due process of law.

Federal regulations further specify that this process at a minimum, must consist of:

- a) Serving the client with a written notice containing a clear statement of the reasons for the determination.
- b) Allowing the client to examine the case file, and all accompanying documentation and evidence.
- c) Permitting the client to have a review of the decision, with the opportunity to present written objections before a person, other than the person (or a subordinate of that person) who made or approved the termination decision.
- d) Providing prompt written notification of the final decision to the client.

Grievance Procedure

In order to initiate a Grievance, the client must complete the OHOP Grievance Form, available directly from the Housing Coordinator. Unless there is good cause for delay, a completed OHOP Grievance Form must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved. If filed after that time, the grievance must be accompanied by a written explanation for the delay. The OHOP program, at its sole discretion, will decide whether the client had good cause for filing the grievance late. Good cause consists of hospitalization, serious illness, or other circumstances beyond the client's control, which significantly impaired their ability to file the grievance in a timely manner.

During the period of time in which the client is involved in a grievance of a termination decision, his/her assistance shall not be discontinued or reduced. The client's housing assistance payments may be stopped or reduced only after the entire OHOP Grievance Process has been concluded, and the decision to terminate or reduce assistance is upheld and communicated to the client in writing.

Determination of Merit

The HIV Care and Treatment Program Manager, in consultation with the Oregon AIDS Director and OHOP Management, will determine the merit of the grievance based on review of client records; case notes; discussion with the Housing Coordinator, OHOP Program Coordinator and the client's HIV case manager; and any other pertinent information necessary to determine if the grievance has validity. If the grievance is determined to have no merit, a written notification of this finding will be sent to the client, the client's Housing Coordinator and HIV case manager via certified mail, return receipt requested within (10) business days of the determination.

Grievance Hearing

If the grievance is determined to have merit the OHOP program will schedule a date and time to hear the grievance. The grievance hearing will be scheduled no later than fifteen (15) days after the determination of merit.

In the event that the client has been served with eviction papers, the program will make reasonable attempts to accommodate the client at the earliest possible date.

Within five (5) business days of the request for a grievance hearing, written notification of the time and place of hearing, accompanied by a copy of the grievance, shall be sent, via regular mail to the client's Housing Coordinator and to their HIV case manager, certified mail, return receipt requested, to the complainant and the complainant's representative, if any identified.

1. Venue: The grievance hearing will be convened by the OHOP program at the Portland, Oregon State Office Building, 800 NE Oregon St. Portland, OR 97232 unless otherwise stated.
2. Grievance Panel: The grievance panel may consist of the HIV Care and Treatment Program Manager, a representative from Oregon Housing and Community Services, a representative from the HUD field office, a representative from the Fair Housing Council of Oregon and a member of the HIV Housing Task Force. The client's Housing Coordinator and HIV case manager will not sit on the grievance panel but will be required to attend. All members of the grievance panel will be required to sign a Department of Human Services, Office of Disease Prevention and Epidemiology, Statement of Confidentiality before the hearing begins.
3. Due Process: The client will be afforded a fair and impartial hearing, which provides the basic safeguards of due process. Such due process must include:
 - a) The opportunity to examine, before the hearing, all of the documents, records, and OHOP program rules relevant to the hearing.
 - b) The right to present evidence and arguments in support of the grievance.
 - c) The right to dispute evidence and cross-examine witnesses presented in support of the determination of eligibility, assistance, or termination under appeal.
 - d) The right to reasonable accommodations for persons with disabilities to participate in the hearing.
 - e) The right to language translation if necessary.
 - f) The right to request the support of an independent advocate who may be a friend, family member, or other supporter, to assist the client in the Grievance Process and attend the hearing with the client.
 - g) The right to a decision within ten (10) business days based only on the evidence presented at the grievance hearing, unless additional information is requested by the

panel (such requests shall be made in writing and copied to all parties unless such request is made during the grievance hearing).

- h) Written notification to the client of the final decision by the hearing panel to be sent certified mail, return receipt requested to the client and copied by regular mail to the client's Housing Coordinator and HIV case manager. A decision will not be made at or during the hearing. Whenever possible, the Program will make the final written decision available in the client's language.

Representation

The client may elect to be represented by an advocate or by legal council. The OHOP program may request written verification signed by the client that an advocate or attorney has been designated by the client to represent him or her in the grievance proceedings.

Failure to Appear

Should the client or their representative fails to appear for the scheduled grievance hearing he/she will be in automatic default, leaving the challenged program termination or action to stand.

Conduct of Hearings

The grievance hearing will be conducted by the HIV Care and Treatment Program Manager who will act as the "Hearing Officer". The grievance hearing will be conducted in an orderly fashion. Failure to comply with the directives of the Hearing Officer, by any participant in the hearing, may result in an exclusion from the proceedings.

Recorded Hearing

The grievance hearing will be recorded by audiotape and a copy of the audiotape will be made available to the client upon request.

Transcript of Hearing

The client may arrange in advance, and his/her own expense, for a transcript of the hearing.

Request for Reasonable Accommodation

Any special accommodations required by the client, including translators, should be designated on the Grievance Form.

Requests not specified on the Grievance Form must be submitted in writing and received by the OHOP program no less than three (3) business days prior to the hearing.

Grievance Hearing Decisions

After the hearing is conducted, the Hearing Officer will deliberate and make a final decision, which will be binding on all parties. The decision will be made in writing and will include the reasons for the final decision cited by the grievance panel. The decision will be sent to the client, the client's representative, via certified mail return receipt requested within (10) business days of

the hearing. In addition, a copy will be sent to the client's Housing Coordinator and HIV case manager.

- a) A copy of the final grievance decision, along with the audio record of the hearing, will be maintained in the central OHOP grievance file.
- b) A copy of the final grievance decision will be placed in the client's OHOP file.

The outcome of the grievance hearing will not in anyway affect any rights the client may have to a trial or other review in any judicial proceedings, which may be brought in the matter.

The complainant will have the right to withdraw his/her complaint at any time. The withdrawal will be presented in writing to the OHOP program. The client must be notified in writing, via return receipt US Mail, of the date that the withdrawal was received by the OHOP program. A copy of the withdrawal will be kept in the central OHOP grievance file, along with a copy in the client's OHOP file.

The parties may at any time, before, during or after the grievance hearing, enter into a written stipulation, which resolves the issues being grieved. The stipulation must be submitted to the HIV Care and Treatment Program Manager who will, if accepted, issue a written decision incorporating the stipulation.

See Appendix D for Termination Notices and Grievance Forms.

XV: Client Records

Housing Coordinators, the Program Coordinator and OHOP management will maintain records documenting information used to determine all clients' program eligibility, all services provided to OHOP clients, all program expenditures made on behalf of clients, and any other program activities conducted on behalf of clients. These records will include: 1) centrally-maintained records of client referrals and the program waiting list, rent assistance and utility allowance payments, and program management correspondence with clients; and 2) individual client charts developed and maintained by Housing Coordinators in each region. In all cases, the primary client record will be hard-copy documents in the client chart. In some cases, secondary electronic copies of records will be maintained electronically on secure servers as individual documents and files or as information within larger database structures.

<i>Individual Client Charts</i>
--

Housing coordinators will develop and maintain a client chart for each client enrolled in the OHOP program. Client charts will be kept in 6-fastener folders with two dividers. Each fastener will act as a chart "section," organized as follows, moving front to back throughout the chart and top to bottom within each section.



For clients receiving long-term rental assistance:

Section 1:

- Completed OHOP Certification/Recertification Form
- Housing Stability Plan
- Copy of Referral Packet
- Authorization for Use & Disclosure of Information
- Signed Client Participation Agreement

Section 2:

- Case notes (including hard copy of any informal email correspondence and notation of any telephone correspondence)
- Copies of formal correspondence with clients and other service providers on behalf of the client

Section 3:

- Subsidy Calculation Worksheet
- Income verification documentation (or Affidavit of No Income)
- Documentation of qualified income deductions

Section 4:

- Statement of Client Subsidy/ Move-In Authorization
- Request for Move-in Approval
- Rental Housing Search Guidelines

Section 5:

Rental Agreement
Landlord Participation Agreement
Housing Habitability Standards Inspection Form

Section 6:

Utility Allowance Payment Request / Change
Landlord Account Set-up



For clients receiving short-term assistance:

Section 1:

Long-term Referral Form (if applicable)
Copy of Referral Packet
Housing Stability Plan
Authorization for Use & Disclosure of Information
Signed Client Participation Agreement

Section 2:

Case notes (including hard copy of any informal email correspondence and notation of any telephone correspondence)
Copies of formal correspondence with clients and other service providers on behalf of the client

Section 3:

Income verification documentation (or Affidavit of No Income)
OHOP Budget Worksheet and STRMU Assistance Determination Worksheet

Section 4:

[empty]

Section 5:

Rental Agreement (if applicable)
Landlord contact information

Section 6:

Utility bills (if applicable)
LIEAP assistance information
STRMU payment request forms

As records are added to the chart, more recent records should be added on top of older records, following the same order within each section (e.g. a new Housing Plan should be added to Section 1 on top of the previous housing plan, but below the oldest Client Recertification). If one folder is filled to capacity, a second folder should be started for the client and marked as an additional volume. **No records are to be removed from the client chart.**

Each folder should be labeled with the following information:
The first two letters of each of the client's first and last names (e.g. JoDo)
The client's case number
The county in which the client resides

All changes or additions to the client file must be initialed and dated by the individual making the change or addition.

As a general rule, Housing Coordinators are discouraged from maintaining "shadow files," or partial client files that are kept for removal from secure locations. In instances where such files are required (either for maintenance of client confidentiality or practicality during travel), these files are to be maintained only during the required temporary travel period, and documents within the file will be merged appropriately to the permanent client chart immediately upon completion of the temporary travel-related tasks.

Closing Client Charts

Client charts will be considered closed when one of the following events occurs:

1. The client is terminated and remains inactive for more than two years
2. The client dies and the grace period for remaining family members has expired

When the client chart is closed, the Housing Coordinator will deliver the chart to the Program Coordinator. The Program Coordinator will archive all closed client charts for a minimum period of seven years.

Program Electronic Records

No electronic copy of program documents will be retained on the hard drives of program computers, including the Windows desktop, the "My Documents" folder, or other locations on the computer's hard drive (often identified as the "C:/" drive). All electronic copy program documents will, instead, be retained on secure networked servers (often identified as the "H:/" or "I:/" drives). Copies of electronic files may be temporarily loaded on to hard drives or password-protected jump drives *for temporary access only*. Files temporarily loaded onto hard drives or password-protected jump drives must be moved to a secure networked drive within the same working day, or upon the next log in to the networked drives if the computer is temporarily disconnected from the networked drives. Electronic files must be deleted from the hard drive or password-protected jump drive after they are moved to the networked drive.

Unless it is necessary to the program's business functions, no electronic copy of any program document should be saved (whether on a hard drive, password protected jump drive, or on secure networked drives) with client-identifying information intact. Client-identifying information (specifically name, Social Security number, and date of birth) must be removed or replaced with an anonymous identifier such as the client URN.

Transferring Client Records

When clients transfer from one OHOP region to another, or when a client record is closed and delivered to the Program Coordinator, client records should be transferred by the following process:

1. If it is reasonable to do so, the Housing Coordinator holding the client record should transfer the full record in person.
2. If it is not reasonable to transfer the client record in person, the Housing Coordinator should follow the following procedure:
 - a. Make a complete photocopy of the full record
 - b. Enclose the original client record in an envelope marked “Confidential” and clearly addressed to the receiving Housing Coordinator or Program Coordinator.
 - c. Send the original client record to the receiving Housing Coordinator or Program Coordinator via United Postal Service (or other contracted courier that offers full parcel tracking services).
 - d. Upon confirmation of receipt of the original client record by the receiving Housing Coordinator or Program Coordinator, shred the photocopy of the original record.

XVI: Home Visit Safety Protocol

Home visits for habitability standards inspections are required by the OHOP program. OHOP Housing Coordinators have a duty to ensure reasonable care for their own health and safety during any client home visit. These standards, along with the Housing Coordinators general safety awareness, are intended to help to assure OHOP program staff safety.

Standards for Home Visiting

1. All Housing Coordinators should make a record of where they are going in writing according to the practices of their host agency. If the host agency has no standards for such practice, the Housing Coordinator should record where they are going by sending email to the OHOP Program Coordinator.
2. Staff at the Housing Coordinator's host agency should be notified about the planned home visit, and should have a copy of information to include: the approximate location of the client's home and the Housing Coordinator's expected return time.
3. Each Housing Coordinator should report to a designated staff person on their return to their host agency or telephone the designated staff person after they have left the home at the completion of the home visit.
4. The Housing Coordinator's host agency should develop a policy about the steps to be taken if the Housing Coordinator does not report in at the expected time. The policy should include specific steps, order of telephoning the Housing Coordinator's cell phone and home number and the length of time that should elapse with no communication before contacting the police.
5. Housing Coordinators should consider selecting a code word that staff at the host agency know and would be used during a phone check-in by the Housing Coordinator during the home visit that indicates the case manager need assistance.
6. All home visits should be scheduled during daylight hours.
7. Unless a risk assessment has been completed which indicates otherwise, initial home visits should be done in pairs (preferably with the client's HIV case manager).
8. All members of the staff doing home visits should carry a mobile phone, pager or personal alarm, or all of these.
9. The Housing Coordinator should assess if the neighborhood or house appear unsafe. If the Housing Coordinator is uncomfortable with the situation, the appointment should be rescheduled, and two or more service providers can return together at a later date/time. The client should be notified of the delay.
10. Housing Coordinators should not enter a home unless invited to do so.
11. It is the responsibility of each Housing Coordinator to ensure his/her own safety, inform people of his/her whereabouts, and withdraw from situations where he/she feels at an unacceptable level of risk.

Appendix A: Referral Forms



Oregon Housing Opportunities in Partnership Client Referral Packet

~ Submit via fax to your local housing coordinator ~

To:	From:
Fax:	Pages:
Phone:	Date:

Client URN (from CAREWare): _____

Client Overall Acuity (from the most recent Acuity Form): _____

Your short-term housing plan for the client and any other comments (this should be detailed in the client's current Care Plan):

Include with this referral:

- Client self-assessment form
- Signed DHS Authorizations for Use & Disclosure of Information
- Any documentation of client's household income
- Other pertinent payment documents (rental agreement, utility bills, etc.)

This referral packet is indicated only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination or distribution of this communication to other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify the program manager for the sender listed above immediately by telephone at (971) 673-0145 and return the original message to us via the U.S. Postal Service at the following address: OHOP Program, 800 NE Oregon St., Suite 1105, Portland, OR 97232.

If you do not receive all of the indicated pages, please contact the sender by telephone AS SOON AS POSSIBLE.

Oregon Housing Opportunities in Partnership (OHOP) Client Self-Assessment Form

Some things you should know:

What is OHOP?

The Oregon Housing Opportunities in Partnership (OHOP) program is a housing program that helps people who have low or no income and who are living with HIV.

The OHOP program may be able to help you with:

- Referrals to emergency shelters or other emergency housing
- Referrals to temporary or transitional housing
- Help paying your rent, mortgage, or utilities for a few months
- Help paying deposits to get you into a new rental unit
- Ongoing monthly help paying your rent

What is this form for?

The OHOP Client Self-Assessment Form lets you tell us about you so that we can start helping you with your housing.

After your Case Manager sends us the form, your OHOP Housing Coordinator will contact you to tell you more about OHOP and to work with you to make a plan for how we can start to help.

Some of these questions are really personal. Why does OHOP ask them?

First it's important that you know that all of the information on this form is confidential – We can't share it with anyone unless you tell us we can.

Second, none of the things you tell us on this form will keep you from getting help with housing. We only ask these questions because they help us find the best housing help for you.

If there are questions on this form that you don't want to answer, you can leave them blank. Your Housing Coordinator can ask you later.

At the end of the form, we'll ask you to sign it to tell us that the information on the form is true. By answering all of the questions with the truth, we will be able to get you better help with your housing more quickly.

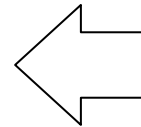
Oregon Housing Opportunities in Partnership (OHOP) Client Self-Assessment Form

PART 1: How can we contact you?

1. Your full legal name: _____
Last, First, M.I.
2. Where can we send you mail? _____
Street address or PO Box, City, State ZIP
3. At what phone number can we call you? () _____
4. Can we leave messages at that number? Yes No
5. This phone # is: My home # My cell A friend/family member My case manager Other: _____

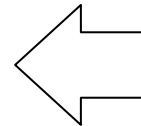
PART 2: Where do you live now?

- On the street, camping, or in a car or RV
- In a homeless shelter
- In a shelter for domestic violence survivors
- Temporarily staying with family or friends
- In a psychiatric hospital or mental health facility
- In a substance abuse treatment facility or detox center
- In a hospital
- In a jail, prison, or juvenile detention facility



If you checked anything in this box,
skip Part 3 and go to Part 4

- In a house, manufactured home, room or apartment that I rent
- In a house, manufactured home, or condo that I own
- In a hotel or motel
- Temporarily staying with family or friends
- In a transitional housing program
- In a foster care home or foster care group home
- In a place that's not listed here



If you checked anything in this box,
go to Part 3

PART 3: Tell us more about where you live.

1. **What is your address?** _____
(if different from mailing) Street address, City, State ZIP
2. **What type of building do you live in?** Apartment House Duplex/Multiplex Manufactured home
3. **How many bedrooms?** _____ 4. **How many people live with you (including roommates)?** _____
5. **How much do you pay each month for rent or a mortgage payment?** \$ _____
6. **Which utilities do you pay?** Electric Natural Gas Water Sewer Garbage Other: _____
7. **Does anyone outside of your household help you pay your rent, mortgage, or utilities each month (like a friend, your case manager, or a housing agency)?**
 No Yes If Yes, who helps you pay? _____

7. Check the boxes that best describes your current housing:

I want to stay where I am...

- I want to stay where I am, but to keep my housing I will need help paying the rent, mortgage, or utilities:
 every month for more than three months just one or two months in the next year
- If I don't get help with my housing, I think I might lose it:
 within the next month within the next 3 months within the next year

I need to move...

- I receive short-term or transitional housing assistance that will end:
 more than 3 months from now less than 3 months from now
- I received an eviction notice and must leave my current rental housing in less than:
 1 week 1 month 3 months 1 year
- My home is condemned or I can't live there because of health or safety hazards.
- My current housing doesn't meet my needs because:
 it's too small of my health or medical needs

- My housing isn't described in one of the boxes above.**

PART 5: Tell us more about you.

1. **What language do you speak best?** English Spanish Other: _____
2. **How long have you been living in your current location?** _____
3. **Have you ever been homeless for more than one year?** Yes No I don't know
4. **Have you been homeless more than four times in the last three years?** Yes No I don't know
5. **Have you ever experienced domestic violence?** Yes No I don't know
6. **How is your credit?** Good Bad I don't have a credit history I don't know
7. **How is your rental history?** Good (I have several good references) Bad (I have been evicted before)
 I don't have a rental history I don't know
8. **Do you have a criminal history?** Yes No I don't know
 If Yes: Have you been released from jail or prison in the last five years? Yes No
 Are you currently on probation or parole? Yes No
9. **Are you a U.S. military veteran?** Yes No **If Yes: Were you honorably discharged?** Yes No

Oregon has a law that requires OHOP employees to report abuse or neglect of some Oregonians. This is called mandatory reporting and is an important protection. If you are under 18 years of age, over 65 years of age, or living with developmental disabilities or mental illness, based on your response to the next question, we may be required to report your situation.

10. **Are you currently being abused (physically, sexually, or verbally)?** Yes No I don't know

PART 6: Sign this statement.

I verify that all statements on this form are true. I understand that false, misleading or incomplete information may result in termination from the OHOP program.

Your Signature _____ **Date** _____

Have your Case Manager send us this form along with:

- DHS release of information forms
- Any income verification documents you have (pay stubs, SSI award letter, etc.)
- Copies of any bills that you are applying to have us help you with (power bills, rental agreement, etc.)



Authorization for Use & Disclosure of Information

This form is available in alternative formats including Braille, computer disk, and oral presentation.

Section A	Legal Last Name	First	MI	Date of Birth
	Other Names Used By Client/Applicant			URN (from CAREWare)

By signing this form, I authorize the following record holder (individual, school, employer, agency, or medical or other provider) to disclose the following specific confidential information about me:

Section B	Release From	Specific Information to be Disclosed	Mutual Exchange: Yes / No
	Ryan White Case Manager DHS	Verification of current HIV status, program assistance and benefits, income, housing, credit, and employment history, other related information for the purpose of obtaining and maintaining housing assistance	Yes

If the information contains any of the types of records or information listed below, additional laws relating to use and disclosure may apply. I understand that this information will not be disclosed unless I place my initials in the space next to the information:

HIV/AIDS _____ Mental Health _____ Alcohol/Drug diagnoses, treatment, referral _____ Genetic Testing _____

Section C	Release To (address required if mailed) If releasing to a team, list members	Purpose	Expiration Date or Event*
	Department of Human Services: Oregon Housing Opportunities in Partnership Program including local housing coordinator, and program support and administrative staff	To verify OHOP program eligibility, and to obtain and maintain housing assistance	

I can cancel this authorization at any time. The cancellation will not affect any information that was already disclosed. I understand that state and federal law protects information about my case. I understand what this agreement means and I approve of the disclosures listed. I am signing this authorization of my own free will.

I understand that the information used and disclosed as stated in this authorization may be subject to re-disclosure and no longer protected under federal or state law. However, I also understand that federal or state law may restrict re-disclosure of HIV/AIDS, mental health, and drug/alcohol diagnosis, treatment, or referral information.

Section D	Full Legal Signature of Individual OR Authorized Personal Representative	Relationship to Client	Date
	Name of Staff Person (print)	Initiating Agency Name/Location	Date

* The authorization is valid for one year from the date of signing unless otherwise specified.

Full Legal Signature of Agency Staff Person Making Copies	This is a true copy of the original Authorization document.
Print Staff Name	

See Important Information on Page 2 of This Form →

DO NOT DISCLOSE THIS AUTHORIZATION Outside OHOP / HIV CM Programs

Important Information for the Client

To provide or pay for health services: If the Department of Human Services (DHS) is acting as a **provider** of your health care services or paying for those services under the Oregon Health Plan or Medicaid Program, you may choose not to sign this form. That choice **will not** adversely affect your ability to receive health services, *unless* the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure. (Examples of this would be assessments, tests or evaluations.) Your choice not to sign **may affect** payment for your services if this authorization is necessary for reimbursement by private insurers or other non-governmental agencies.

This authorization for use and disclosure of information **may also be necessary** under the following situations:

- To determine if you are eligible to enroll in some medical programs that pay for your health care
- To determine if you qualify for another DHS program or service not acting as a health care provider

This is a Voluntary Form. DHS cannot condition the provision of treatment, payment, or enrollment in publicly funded health care programs on signing this authorization, except as described above. However, you should be given accurate information on how refusal to authorize the release of information may adversely affect eligibility determination or coordination of services. If you decide not to sign, you may be referred to a single service that may be able to help you and your family without an exchange of information.

Using This Form

1. **Terms Used: Mutual exchange:** A “yes” allows information to go back and forth between the record holder and the people or programs listed on the authorization. **Team:** A number of individuals or agencies working together regularly. The members of the team must be identified on this form.
2. **Assistance:** Whenever possible, a DHS staff person should fill out this form with you. **Be sure you understand the form before signing.** Feel free to ask questions about the form and what it allows. You may substitute a signature with making a mark or by asking an **authorized** person to sign on your behalf.
3. **Guardianship/Custody:** If the person signing this form is a personal representative, such as a guardian, a copy of the legal documents that verify the representative’s authority to sign the authorization must be attached to this form. Similarly, if an agency has custody, and their representative signs, their custody authority must be attached to this form.
4. **Cancel:** If you later want to cancel this authorization, contact your DHS staff person. You can remove a team member from the form. You may be asked to put the cancellation request in writing. Federal regulations do not require that the cancellation be in writing for the Drug and Alcohol Programs. No more information can be disclosed or requested after authorization is cancelled. DHS can continue to use information obtained prior to cancellation.
5. **Minors:** If you are a minor, you may authorize the disclosure of mental health or substance abuse information if you are age 14 or older; for the disclosure of any information about sexually transmitted diseases or birth control regardless of your age; for the disclosure of general medical information if you are age 15 or older.
6. **Special Attention:** For information about **HIV/AIDS, mental health, genetic testing or alcohol/drug abuse treatment**, the authorization must clearly identify the specific information that may be disclosed.

Re-disclosure: Federal regulations (42 CFR Part 2) prohibit making any further disclosure of Alcohol and Drug information; state law prohibits further disclosure of HIV/AIDS information (ORS 433.045, OAR 333-12-0270); and state law prohibits further disclosure of mental health, substance abuse treatment, vocational rehabilitation and developmental disability treatment information from publicly funded programs (ORS 179.505, ORS 344.600) without specific written authorization.



Authorization for Use & Disclosure of Information

This form is available in alternative formats including Braille, computer disk, and oral presentation.

Section A	Legal Last Name	First	MI	Date of Birth
	Other Names Used By Client/Applicant			URN (from CAREWare)

By signing this form, I authorize the following record holder (individual, school, employer, agency, or medical or other provider) to disclose the following specific confidential information about me:

Section B	Release From	Specific Information to be Disclosed	Mutual Exchange: Yes / No
	Property Manager / Landlord or Mortgagee Local utility company, Local housing authority Oregon Housing & Community Services-via OPUS system	Program assistance and benefits, income, housing, credit, and employment history other related information for the purpose of obtaining and maintaining housing assistance (including energy assistance (e.g. LIEAP))	Yes

If the information contains any of the types of records or information listed below, additional laws relating to use and disclosure may apply. I understand that this information will not be disclosed unless I place my initials in the space next to the information:

HIV/AIDS XXXXXX Mental Health XXXXXX Alcohol/Drug diagnoses, treatment, referral XXXXXX Genetic Testing XXXXXX

Section C	Release To (address required if mailed) If releasing to a team, list members	Purpose	Expiration Date or Event*
	Department of Human Services: Oregon Housing Opportunities in Partnership Program including local housing coordinator, and program support and administrative staff	To verify OHOP and/or LIEAP program eligibility, and to obtain and maintain housing assistance (including energy assistance)	

I can cancel this authorization at any time. The cancellation will not affect any information that was already disclosed. I understand that state and federal law protects information about my case. I understand what this agreement means and I approve of the disclosures listed. I am signing this authorization of my own free will.

I understand that the information used and disclosed as stated in this authorization may be subject to re-disclosure and no longer protected under federal or state law. However, I also understand that federal or state law may restrict re-disclosure of HIV/AIDS, mental health, and drug/alcohol diagnosis, treatment, or referral information.

Section D	Full Legal Signature of Individual OR Authorized Personal Representative	Relationship to Client	Date
	Name of Staff Person (print)	Initiating Agency Name/Location	Date

* The authorization is valid for one year from the date of signing unless otherwise specified.

Full Legal Signature of Agency Staff Person Making Copies	This is a true copy of the original Authorization document.
Print Staff Name	

See Important Information on Page 2 of This Form →

Important Information for the Client

To provide or pay for health services: If the Department of Human Services (DHS) is acting as a **provider** of your health care services or paying for those services under the Oregon Health Plan or Medicaid Program, you may choose not to sign this form. That choice **will not** adversely affect your ability to receive health services, *unless* the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure. (Examples of this would be assessments, tests or evaluations.) Your choice not to sign **may affect** payment for your services if this authorization is necessary for reimbursement by private insurers or other non-governmental agencies.

This authorization for use and disclosure of information **may also be necessary** under the following situations:

- To determine if you are eligible to enroll in some medical programs that pay for your health care
- To determine if you qualify for another DHS program or service not acting as a health care provider

This is a Voluntary Form. DHS cannot condition the provision of treatment, payment, or enrollment in publicly funded health care programs on signing this authorization, except as described above. However, you should be given accurate information on how refusal to authorize the release of information may adversely affect eligibility determination or coordination of services. If you decide not to sign, you may be referred to a single service that may be able to help you and your family without an exchange of information.

Using This Form

7. **Terms Used: Mutual exchange:** A “yes” allows information to go back and forth between the record holder and the people or programs listed on the authorization. **Team:** A number of individuals or agencies working together regularly. The members of the team must be identified on this form.
8. **Assistance:** Whenever possible, a DHS staff person should fill out this form with you. **Be sure you understand the form before signing.** Feel free to ask questions about the form and what it allows. You may substitute a signature with making a mark or by asking an **authorized** person to sign on your behalf.
9. **Guardianship/Custody:** If the person signing this form is a personal representative, such as a guardian, a copy of the legal documents that verify the representative’s authority to sign the authorization must be attached to this form. Similarly, if an agency has custody, and their representative signs, their custody authority must be attached to this form.
10. **Cancel:** If you later want to cancel this authorization, contact your DHS staff person. You can remove a team member from the form. You may be asked to put the cancellation request in writing. Federal regulations do not require that the cancellation be in writing for the Drug and Alcohol Programs. No more information can be disclosed or requested after authorization is cancelled. DHS can continue to use information obtained prior to cancellation.
11. **Minors:** If you are a minor, you may authorize the disclosure of mental health or substance abuse information if you are age 14 or older; for the disclosure of any information about sexually transmitted diseases or birth control regardless of your age; for the disclosure of general medical information if you are age 15 or older.
12. **Special Attention:** For information about **HIV/AIDS, mental health, genetic testing or alcohol/drug abuse treatment**, the authorization must clearly identify the specific information that may be disclosed.

Re-disclosure: Federal regulations (42 CFR Part 2) prohibit making any further disclosure of Alcohol and Drug information; state law prohibits further disclosure of HIV/AIDS information (ORS 433.045, OAR 333-12-0270); and state law prohibits further disclosure of mental health, substance abuse treatment, vocational rehabilitation and developmental disability treatment information from publicly funded programs (ORS 179.505, ORS 344.600) without specific written authorization.



Oregon Supportive Community Re-entry (OSSCR) Program Client Referral Form

~ Fax Completed Form To OSSCR Program Coordinator: 971-673-0177 ~

REFERRING INSTITUTION INFORMATION

Date: _____ Referring Service Provider: _____
Direct Phone #: () - x Fax: () -
Inmate's Releasing Institution: [Choose Here]
Contact at Releasing Institution: _____
Direct Phone #: () - x Fax: () -

(If county or local facility)

Facility Name: _____
Facility Address: [Street], [City], OR [ZIP]

INMATE BACKGROUND INFORMATION

Full Legal Name: [Last], [First] [Full Middle] DOB: _____
Inmate ID (SID): _____ Anticipated release date: _____

INMATE HEALTH & INSURANCE INFORMATION

Does the inmate have a current diagnosis of HIV or AIDS? Yes No
(if no, the inmate is not eligible for OSSCR)
Is the inmate currently taking medications for HIV or AIDS? Yes No
The inmate has applied for:
 SSI Medicaid Health Insurance (public or private) Unknown Other _____

INMATE ANTICIPATED POST-RELEASE INFORMATION

County of Release: _____ Inmate's PO (if known): _____
Direct Phone #: () - x Fax: () -

Inmate's plan for housing: [Choose here]

Inmate's anticipated household size (inmate plus family): [Choose here]

Has inmate's plan for housing been approved by P.O.? Yes No
Will inmate require OSSCR rental assistance upon release? Yes No

Housing plan notes:

Inmate's anticipated monthly income upon release:

Anticipated source of income upon release: [Choose here]

General notes:



Authorization for Use & Disclosure of Information

This form is available in alternative formats including Braille, computer disk, and oral presentation.

Section A	Legal Last Name	First	MI	Date of Birth
	Other Names Used By Client/Applicant			Case ID#

By signing this form, I authorize the following record holder (individual, school, employer, agency, or medical or other provider) to disclose the following specific confidential information about me:

Section B	Release From	Specific Information to be Disclosed	Mutual Exchange: Yes / No
	HIV Case Management Agency (Cascade AIDS Project or Oregon Ryan White Part B contracted HIV case management provider); Oregon Department of Corrections (including Health Services, Counseling and Treatment Services, and Counselors Services); Community Corrections Agency	Current HIV, medical care, and insurance status; criminal history & corrections status; planned post-release housing and income; and community corrections requirements;	Yes

If the information contains any of the types of records or information listed below, additional laws relating to use and disclosure may apply. I understand that this information will not be disclosed unless I place my initials in the space next to the information:

HIV/AIDS _____ Mental Health _____ Alcohol/Drug diagnoses, treatment, referral _____ Genetic Testing _____

Section C	Release To (address required if mailed) If releasing to a team, list members	Purpose	Expiration Date or Event*
	Department of Human Services: Oregon Housing Opportunities in Partnership Program	To verify OHOP program eligibility, and to obtain and maintain housing assistance	

I can cancel this authorization at any time. The cancellation will not affect any information that was already disclosed. I understand that state and federal law protects information about my case. I understand what this agreement means and I approve of the disclosures listed. I am signing this authorization of my own free will.

I understand that the information used and disclosed as stated in this authorization may be subject to re-disclosure and no longer protected under federal or state law. However, I also understand that federal or state law may restrict re-disclosure of HIV/AIDS, mental health, and drug/alcohol diagnosis, treatment, or referral information.

Section D	Full Legal Signature of Individual OR Authorized Personal Representative	Relationship to Client	Date
	Name of Staff Person (print) Ryan Deibert, OHOP Program Coordinator	Initiating Agency Name/Location DHS / Oregon Housing Opportunities in Partnership	Date

*** The authorization is valid for one year from the date of signing unless otherwise specified.**

Full Legal Signature of Agency Staff Person Making Copies	This is a true copy of the original Authorization document.
Print Staff Name	

See Important Information on Page 2 of This Form →

DO NOT DISCLOSE THIS AUTHORIZATION Outside of OSSCR/OHOP Programs

Important Information for the Client

To provide or pay for health services: If the Department of Human Services (DHS) is acting as a **provider** of your health care services or paying for those services under the Oregon Health Plan or Medicaid Program, you may choose not to sign this form. That choice **will not** adversely affect your ability to receive health services, *unless* the health care services are solely for the purpose of providing health information to someone else and the authorization is necessary to make that disclosure. (Examples of this would be assessments, tests or evaluations.) Your choice not to sign **may affect** payment for your services if this authorization is necessary for reimbursement by private insurers or other non-governmental agencies.

This authorization for use and disclosure of information **may also be necessary** under the following situations:

- To determine if you are eligible to enroll in some medical programs that pay for your health care
- To determine if you qualify for another DHS program or service not acting as a health care provider

This is a Voluntary Form. DHS cannot condition the provision of treatment, payment, or enrollment in publicly funded health care programs on signing this authorization, except as described above. However, you should be given accurate information on how refusal to authorize the release of information may adversely affect eligibility determination or coordination of services. If you decide not to sign, you may be referred to a single service that may be able to help you and your family without an exchange of information.

Using This Form

1. **Terms Used: Mutual exchange:** A “yes” allows information to go back and forth between the record holder and the people or programs listed on the authorization. **Team:** A number of individuals or agencies working together regularly. The members of the team must be identified on this form.
2. **Assistance:** Whenever possible, a DHS staff person should fill out this form with you. **Be sure you understand the form before signing.** Feel free to ask questions about the form and what it allows. You may substitute a signature with making a mark or by asking an **authorized** person to sign on your behalf.
3. **Guardianship/Custody:** If the person signing this form is a personal representative, such as a guardian, a copy of the legal documents that verify the representative’s authority to sign the authorization must be attached to this form. Similarly, if an agency has custody, and their representative signs, their custody authority must be attached to this form.
4. **Cancel:** If you later want to cancel this authorization, contact your DHS staff person. You can remove a team member from the form. You may be asked to put the cancellation request in writing. Federal regulations do not require that the cancellation be in writing for the Drug and Alcohol Programs. No more information can be disclosed or requested after authorization is cancelled. DHS can continue to use information obtained prior to cancellation.
5. **Minors:** If you are a minor, you may authorize the disclosure of mental health or substance abuse information if you are age 14 or older; for the disclosure of any information about sexually transmitted diseases or birth control regardless of your age; for the disclosure of general medical information if you are age 15 or older.
6. **Special Attention:** For information about **HIV/AIDS, mental health, genetic testing or alcohol/drug abuse treatment**, the authorization must clearly identify the specific information that may be disclosed.

Re-disclosure: Federal regulations (42 CFR Part 2) prohibit making any further disclosure of Alcohol and Drug information; state law prohibits further disclosure of HIV/AIDS information (ORS 433.045, OAR 333-12-0270); and state law prohibits further disclosure of mental health, substance abuse treatment, vocational rehabilitation and developmental disability treatment information from publicly funded programs (ORS 179.505, ORS 344.600) without specific written authorization.

Appendix B: Certification Forms



Oregon Housing Opportunities in Partnership Client Certification Form

Client #/URN: _____ Initial certification Re-certification

Referring case manager: _____ Agency: [Choose] Phone: _____

OHOP Coordinator: [Choose] Date: _____

This form supplements information collected via the Client Self-Assessment Form. Do not complete this form unless the Client Self-Assessment Form has already been completed.

PART 1: Client Information

Full legal name: [Last] , [First] [M.I.] Photo I.D. Yes No

Previous names used to obtain services: [Last] , [First] [M.I.]

Current county of residence: _____ Household type: [Choose]

U.S. citizen? Yes No Registered alien? Yes No

ZIP Code of last permanent address: _____ Unknown Refused

PART 2: Household Member Information

Name (Last, First)	SSN	SSN Status	Ethnicity	Race Code*	HIV Status**
[Client]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	Positive
[Last] , [First]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	[Choose]
[Last] , [First]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	[Choose]
[Last] , [First]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	[Choose]
[Last] , [First]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	[Choose]
[Last] , [First]	- -	<input type="checkbox"/> Don't know/have <input type="checkbox"/> Refused	[Choose]	[Choose]	[Choose]

- | | |
|--|---|
| <ul style="list-style-type: none"> *1 = American Indian or Alaskan Native 2 = Asian 3 = Black or African American 4 = Native Hawaiian or Other Pacific Islander 5 = White 6 = American Indian or Alaskan Native <i>and</i> White | <ul style="list-style-type: none"> 7 = Asian <i>and</i> White 8 = Black or African American <i>and</i> White 9 = American Indian or Alaskan Native <i>and</i> Black or African American 10 = Other Multi-Racial |
|--|---|

** If positive, documentation of status must be included in HIV case management file.

PART 3: Housing and Health Indicator Assessment

Overall, how satisfied are you with your current housing situation?

Completely satisfied Mostly satisfied Somewhat satisfied Not very satisfied Not at all satisfied

Overall, how stressful is your current housing situation?

Completely stressful Mostly stressful Somewhat stressful Not very stressful Not at all stressful

Would you say that in general your health is?

Excellent Very good Good Fair Poor

Now thinking about your physical health, which includes physical illness and injury, for how many days during the past 30 days was your physical health not good?

_____ Days

Now thinking about your mental health, which includes stress, depression, and problems with emotions, for how many days during the past 30 days was your mental health not good?

_____ Days

During the past 30 days, for about how many days did poor physical or mental health keep you from doing your usual activities, such as self-care, work, or recreation?

_____ Days

PART 4: Income and Financial Need

Is client employed? Yes No

If yes: Employer: _____ Phone: _____

Dates of employment: _____ Hrs/Week: _____

If no: Last employer: _____ Dates: _____

Employment information verified through WAGE screens? Yes No

Total monthly household income: \$ _____

% MFI: 0 – 30% 31 – 50% 51 – 80%

For STRMU clients, this information can be documented using the OHOP Budget Form and STRMU Assistance Form.

Client's current monthly housing cost (including utilities): \$ _____

Current % of monthly income to housing: _____ %

Expenses that impact client's ability to cover housing costs*: _____

*Such as medications, legal expenses, companion pet care. Do not include normal living expenses.

Anticipated changes in income or need: _____

Income certification complete? Yes No

PART 5: Housing Assessment

Immediate Housing Goal:

- Remain at current address Obtain suitable, stable housing at another address
 Secure emergency housing Secure transitional housing
 Other _____

Preferred Housing Type (Rank choices):

- Apartment House Duplex/Multiplex Manufactured dwelling
 SRO Care facility Shared housing Other _____

Housing Needs:

<input type="checkbox"/> Close to public transportation	<input type="checkbox"/> Access to transportation assistance
<input type="checkbox"/> Proximity to services, shopping	<input type="checkbox"/> Proximity to schools
<input type="checkbox"/> Safe environment for children	<input type="checkbox"/> Disabled accessible unit
<input type="checkbox"/> Secured building	<input type="checkbox"/> Service animal accommodations
<input type="checkbox"/> Assisted living/foster care	<input type="checkbox"/> Live-in caregiver
<input type="checkbox"/> Structured program	<input type="checkbox"/> Private bath
<input type="checkbox"/> Parking	<input type="checkbox"/> Housemate/Roommate
<input type="checkbox"/> Special program	<input type="checkbox"/> Other

Describe other special housing needs or considerations: _____

Challenges to Securing Stable Housing:

<input type="checkbox"/> Poor credit history	<input type="checkbox"/> No credit history
<input type="checkbox"/> Low or no income	<input type="checkbox"/> Poor rental history (Evictions, damages, skips)
<input type="checkbox"/> Excessive debt/expenses	<input type="checkbox"/> Criminal history
<input type="checkbox"/> Lack of positive references	<input type="checkbox"/> Citizenship status

Notes: _____

If criminal history noted:

Date of last release from jail or prison: _____

Number of felony convictions in past 5 years: _____

Did any convictions in the past 5 years include:

- crimes against persons (assault, etc.) drug possession/distribution
 crimes against properties (arson, etc.)

Total length of time incarcerated since age 18 (in months): _____

Currently on probation or parole? Yes No

Name of PO: _____ Phone: _____

PART 6: Service and Assistance Coordination

Program or Service	Unmet Need	Application Pending	Receiving Assistance	Notes/Status
Food Stamps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
WIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Children's' Health Insurance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Social Security Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Temporary Aid to Needy Families (TANF)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General Assistance (GA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Veterans Administration contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Home TBA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HUD Section 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public or private subsidized housing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Energy assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Landlord/tenant mediation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tenant readiness course	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fair housing assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other legal services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Credit counseling/ budget assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Employment or job training assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vocational rehabilitation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 7: Housing Stability Plan

OHOP HOUSING PLAN New Update

Date:

Client Name:

Client #/URN:

OHOP Housing Goals:

1. Establish or better maintain stable living in decent, safe, and sanitary housing
2. Reduce the risk of homelessness
3. Improve access to health care and supportive services

Task	Owner	Target Date	Date Completed	Follow-up

Client Signature: _____ Date: _____

Case Manager Signature: _____ Date: _____

Housing Coordinator Signature: _____ Date: _____

Other Signature: _____ Relationship: _____ Date: _____

Oregon Housing Opportunities in Partnership Program (OHOP) Client Participation Agreement

Welcome to the Oregon Housing Opportunities in Partnership Program (OHOP). This program is designed to assist you and your family to find and maintain housing stability. As an OHOP client you have rights and responsibilities, which ensure the integrity of the program. Please read the following information carefully and don't hesitate to ask your Housing Coordinator if you have questions regarding this information.

Your Rights As An OHOP Client:

- To be treated with respect, dignity, consideration, and compassion.
- To receive services free of discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, class, sexual orientation, physical and/or mental ability.
- To have access to the OHOP program policies and procedures.
- To have the opportunity to ask questions and obtain answers related to program requirements.
- To participate in making decisions and creating a plan for maintaining your housing.
- To not be subjected to physical, sexual, verbal and/or emotional abuse or threats.
- To be informed about additional resources available to you.
- To withdraw your voluntary participation in the OHOP program at any time.
- To have your personal information and OHOP records be treated confidentially.
- To have your information released/shared with other people only with your consent.
- To request a Reasonable Accommodation as described by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
- To file a complaint or grievance about the services or decisions made by the OHOP program.

Your Responsibilities As An OHOP Client:

- To provide accurate, honest, comprehensive information/completed forms requested by your Housing Coordinator within the timeframe requested.
- To notify your Housing Coordinator of any changes to your income or the income of the people who live with you within 15 days of the change.
- To notify your Housing Coordinator if any member of your household leaves the household or if a new person comes to live with you within 15 days of the change.
- To maintain current contact information, including a current mailing address, phone number, and emergency contacts with your Housing Coordinator.
- To respect the rights, property, and privacy and/or confidentiality of others and their right to peaceful enjoyment of their homes.
- To comply with your Housing Coordinator and OHOP requirements, policies, and procedures as detailed in the OHOP Program Policies and Procedures manual. This includes:
 - cooperating in the development and implementation of a Housing Stability Plan
 - seeking and applying for other financial assistance and housing programs as identified
 - maintaining regular contact with your Housing Coordinator
 - keeping scheduled appointments
 - informing your Housing Coordinator of any problems you are having that could affect your housing
 - and asking questions when clarification is needed.
- To treat all OHOP program staff with respect and courtesy at all times. Physical violence or threats of violence toward staff, landlords or neighbors will result in termination of OHOP assistance.
- To abstain from unlawful commission of crimes or possession of illegal drugs on the rental premises.
- To assume full responsibility for the consequences of violating program rules.
- To actively participate in Ryan White case management and to provide consent for the exchange of information between the OHOP program and the case management agency.

The following section Does Does Not apply to you.

If you receive long-term rental assistance through the OHOP program, you have the following additional responsibilities as an OHOP client:

- To locate your own rental housing. However, understand that the OHOP program must first authorize rental assistance to begin before payments will occur.
- To pay the rent and any utilities on or before the due date. If late fees do accrue you will be responsible for those fees. OHOP funds will pay part of your rent and utilities, but you are responsible to pay the remaining balance or seek additional assistance if you cannot.
- To never pay a landlord, roommate, or other housing provider more than your portion of the rent as established by your Housing Coordinator.
- To maintain the housing unit in good condition as required by the rental agreement.
- To notify your Housing Coordinator of any problems that you are having with the landlord or rental unit.
- To live in the rental unit as stated in the rental agreement and give the landlord and your Housing Coordinator required notice if you decide to move. **If you wish to move to a new rental unit, you must request authorization to move from your Housing Coordinator 60 days in advance.** If you leave your rental unit for more than 30 days, you may be terminated from OHOP.
- To comply with all terms of the lease or rent agreement.

I understand that the following actions will result in my immediate termination from the OHOP program (please initial next to each):

_____ Committing fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. This includes lying about or misrepresenting information like my income or my relationship to other people that live with me.

_____ Leaving my OHOP-assisted unit for longer than 30 days except in cases where I am hospitalized or placed into residential substance abuse or mental health treatment.

_____ Moving into a new rental unit without approval from my Housing Coordinator.

_____ Threatening or abusive behavior toward OHOP staff or others people that help me with my housing, neighbor(s) or my landlord. This can include me making threats out loud or implying threats of violence even if I don't directly say it.

_____ Commission by myself, any member of my household, my guests or any person under my control of any violent or drug-related criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. This includes making or selling drugs illegally.

_____ Causing serious damage to my OHOP-assisted unit (including damage caused by my guest or a member of my household). This includes vandalism, arson, and breaking or soiling fixtures, floors, walls, windows, doors, or appliances.

I have agreed to the requirements listed on all pages of this form, and I understand that it is my responsibility to ask questions that I might have regarding this agreement. I also understand that failure to comply with this agreement may result in loss of my housing assistance and termination from the OHOP program.

Client/OHOP Participant Signature

Date

Housing Coordinator Signature

Date

CC:
Case Manager





STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
NOTICE OF PRIVACY PRACTICES

Effective Date: June 1, 2005

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This publication will be furnished in a format for individuals with disabilities upon request by telephoning (503) 945-5780, Fax (503) 947-5396 or TTY (503) 945-5928.

Available formats include:

Large Print, Braille, Audio Tape Recording, Electronic Format and Oral Presentation.

The Department of Human Services (DHS) is required to tell you about our privacy practices for health information. The Notice of Privacy Practices will tell you how DHS may use or disclose health information about you. This information is called Protected Health Information (PHI). Not all situations will be described. DHS is required to protect health information by federal and state law. DHS is required to follow the terms of the notice currently in effect.

DHS may use and disclose health information without your authorization:

- **For Treatment.** DHS may use or disclose PHI with health care providers who are involved in your health care. For example, information may be shared to create and carry out a plan for your treatment.
- **For Payment.** DHS may use or disclose PHI to get payment or to pay for the services you receive. For example, DHS may provide PHI to bill your health plan for health care provided to you.
- **For Health Care Operations.** DHS may use or disclose PHI in order to manage its programs and activities. For example, DHS may use PHI to review the quality of services you receive.

DHS may use or disclose health information without your authorization for the following purposes under limited circumstances:

- **Appointments and Other Health Information.** DHS may send you reminders for medical care or checkups. DHS may send you information about health services that may be of interest to you.

- **For Public Health Activities.** DHS is the public health agency that keeps and updates vital records, such as births and deaths. DHS is the public health agency that tracks and takes action to control some diseases.
- **For Health Oversight.** DHS may use or disclose PHI for government healthcare oversight activities. Examples are audits, investigations, inspections, and licenses.
- **For Law Enforcement and As Required by Law.** DHS will disclose PHI for law enforcement and other purposes as required or allowed by federal or state law.
- **For Disputes and Lawsuits.** DHS will disclose PHI in response to a court order. DHS will disclose PHI in response to an administrative order. If you are involved in a lawsuit or dispute, DHS may share your information in response to legal requirements.
- **Worker's Compensation.** DHS may disclose PHI as allowed by law to worker's compensation or like programs.
- **For Abuse Reports and Investigations.** DHS is required by law to receive reports of abuse. It is also required to investigate reports of abuse.
- **For Government Programs.** DHS may use and disclose PHI for public benefits under other government programs. An example would be to figure out Supplemental Security Income (SSI) benefits.
- **To Avoid Harm.** DHS may disclose PHI in order to avoid a serious threat to your health and safety or to the health and safety of a person or the public.
- **For Research.** DHS uses PHI for studies and to develop reports. These reports do not identify specific people.
- **For Reporting Death.** DHS may disclose information of a deceased person to a coroner. DHS may also share information about a deceased person to a medical examiner or to a funeral director.
- **Disclosures to Family, Friends, and Others.** DHS may disclose PHI to your family or other persons who are involved in your health care. You have the right to object to the sharing of this information.
- **For Disaster Relief.** Should there be a disaster, DHS may disclose information about you to any agency helping in relief efforts. DHS may share information about you to tell your family about your condition or location.

- **Other Uses and Disclosures Require Your Written Authorization**

For other purposes, DHS will ask for your written permission before using or disclosing PHI. You may cancel this permission at any time in writing. DHS cannot take back any uses or disclosures already made with your permission.

- **Other Laws Protect PHI.** Many DHS programs have other laws for the use and disclosure of health information about you. For example, usually you must give your written permission for DHS to use and disclose your mental health and chemical dependency treatment records.

Your PHI Privacy Rights

When information is kept by DHS for its work as a public health agency, other state and federal laws govern the public health records. The public health records are not subject to the rights described below.

- **Right to See and Get Copies of Your Records.** In most cases, you have the right to look at or get copies of your health records. You must make the request in writing. You may be charged a fee for the cost of copying your records.
- **Right to Request a Correction or Update of Your Records.** You may ask to change or add missing information to health records DHS created about you, if you think there is a mistake. You must make the request in writing, and provide a reason for your request. DHS may deny your request in certain circumstances.
- **Right to Get a List of Disclosures.** You have the right to ask DHS for a list of your PHI disclosures made after April 14, 2003. You must make the request in writing. This list will not include the times that information was disclosed for treatment, payment, or health care operations. The list will not include information provided directly to you or your family, or information that was sent with your authorization. If you request a list more than once during a 12-month period, you may be charged a fee.
- **Right to Request Limits on Uses or Disclosures of PHI.** You have the right to ask that DHS limit how your health information is used or disclosed. You must make the request in writing and tell DHS what information you want to limit and to whom you want the limits to apply. DHS is not required to agree to the restriction. You can request in writing or verbally that the restrictions be ended.
- **Right to Revoke Permission.** If you are asked to sign an authorization to use or disclose PHI, you can cancel that authorization at any time. You must make the request in writing. This will not affect information that has already been shared.

- **Right to Choose How We Communicate with You.** You have the right to ask that DHS share PHI with you in a certain way or in a certain place. For example, you may ask DHS to send information to your work address instead of your home address. You must make this request in writing. You do not have to explain the reason for your request.
- **Right to File a Complaint.** You have the right to file a complaint if you do not agree with how DHS has used or disclosed health information about you.
- **Right to Get a Copy of this Notice.** You have the right to ask for a copy of this notice at any time.

How to contact DHS to Use Your Privacy Rights

To use any of the privacy rights listed above, you may contact your local DHS office. You may also contact the Governor’s Advocacy Office at the address listed at the end of this notice. DHS may deny your request.

If DHS denies your request, DHS will send you a letter that tells you the reason. DHS will tell you how you can ask for a review of the denial.

How to File a Privacy Complaint or Report a Privacy Problem

You may contact any of the people listed below if you want to file a privacy complaint. You may also contact them to report a problem with how DHS has used or disclosed your health information.

Your benefits will not be affected by any complaints you make. DHS cannot hold it against you if you file a complaint. DHS cannot hold it against you if you cooperate in an investigation. DHS cannot hold it against you if you refuse to agree to something that you believe to be unlawful.

State of Oregon Department of Human Services Governor’s Advocacy Office

500 Summer St. NE, E17 Salem, Oregon 97301-1097

Phone: 800-442-5238 Fax: 503-378-6532 Email: GAOinfo@state.or.us

Office for Civil Rights, Medical Privacy Complaint Division

U.S. Department of Health and Human Services

200 Independence Avenue, SW, HHH Building, Room 509H

Washington D.C. 20201

Phone: 866-627-7748 TTY: 866-788-4989 Email: OCRCComplaint@hhs.gov

For More Information on this Notice of Privacy Practices

You can contact the DHS Privacy Officer if you have any questions about this notice. You can contact the DHS Privacy Officer if you need more information on privacy.

State of Oregon Department of Human Services Privacy Officer

500 Summer Street NE, E24 Salem, Oregon 97301

Phone: 503-945-5780 Fax: 503-947-5396 Email: dhs.privacyhelp@state.or.us

In the future, DHS may change its Notice of Privacy Practices. Any changes will apply to information DHS already has. It will also apply to information DHS receives in the future.

A copy of the new notice will be posted at each DHS site and facility. A copy of the new notice will be provided as required by law. You may ask for a copy of the current notice anytime you visit a DHS facility. You can also get a copy of the current notice on-line at <http://dhsforms.hr.state.or.us/forms/Served/DE2090.pdf>

State of Oregon
Department of Human Services
Privacy Officer
500 Summer Street NE, E24
Salem, Oregon 97301



Authorization for Use & Disclosure of Information

This form is available in alternative formats including Braille, computer disk, and oral presentation.

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	Other Names Used By Client/Applicant			Case ID#

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Section D	Full Legal Signature of Individual OR Authorized Personal Representative	Relationship to Client	Date
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This is a Voluntary Form. DHS cannot condition the provision of treatment, payment, or enrollment in publicly funded health care programs on signing this authorization, except as described above. However, you should be given accurate information on how refusal to authorize the release of information may adversely affect eligibility determination or coordination of services. If you decide not to sign, you may be referred to a single service that may be able to help you and your family without an exchange of information.

Using This Form

1. **Terms Used: Mutual exchange:** A “yes” allows information to go back and forth between the record holder and the people or programs listed on the authorization. **Team:** A number of individuals or agencies working together regularly. The members of the team must be identified on this form.
2. **Assistance:** Whenever possible, a DHS staff person should fill out this form with you. **Be sure you understand the form before signing.** Feel free to ask questions about the form and what it allows. You may substitute a signature with making a mark or by asking an **authorized** person to sign on your behalf.
3. **Guardianship/Custody:** If the person signing this form is a personal representative, such as a guardian, a copy of the legal documents that verify the representative’s authority to sign the authorization must be attached to this form. Similarly, if an agency has custody, and their representative signs, their custody authority must be attached to this form.
4. **Cancel:** If you later want to cancel this authorization, contact your DHS staff person. You can remove a team member from the form. You may be asked to put the cancellation request in writing. Federal regulations do not require that the cancellation be in writing for the Drug and Alcohol Programs. No more information can be disclosed or requested after authorization is cancelled. DHS can continue to use information obtained prior to cancellation.
5. **Minors:** If you are a minor, you may authorize the disclosure of mental health or substance abuse information if you are age 14 or older; for the disclosure of any information about sexually transmitted diseases or birth control regardless of your age; for the disclosure of general medical information if you are age 15 or older.
6. **Special Attention:** For information about **HIV/AIDS, mental health, genetic testing or alcohol/drug abuse treatment**, the authorization must clearly identify the specific information that may be disclosed.

Re-disclosure: Federal regulations (42 CFR Part 2) prohibit making any further disclosure of Alcohol and Drug information; state law prohibits further disclosure of HIV/AIDS information (ORS 433.045, OAR 333-12-0270); and state law prohibits further disclosure of mental health, substance abuse treatment, vocational rehabilitation and developmental disability treatment information from publicly funded programs (ORS 179.505, ORS 344.600) without specific written authorization.



REQUIRED FORMS OF INCOME VERIFICATION AND DOCUMENTATION OF EXPENSES

Oregon Housing Opportunities in Partnership

Types of Information	A) Review of documents	B) Third party written	C) Third party oral
1. Wages and salaries including base and overtime rates, bonuses and incentive payments	Pay stubs, earnings statement or W-2 form identifying employee and showing amount earned and period of time covered by employment.	Signed and dated form or letter from employer specifying amount to be earned per pay period and length of pay period.	Statement indicating contact with employer by phone or in person specifying amount to be earned per pay period.
2. Tips/gratuities and self-employment	Notarized statement from applicant or form 1040/1040A showing amount earned and employment period.	None.	None.
3. Income maintenance, AFDC, welfare, Social Security	(1) Copy of check issued by agency. (2) Award letter signed by agency.	Signed and dated verification form completed by agency showing amount and period received.	Statement indicating date of contact with agency, amount received, and dates received.
4. Unemployment/Worker's Compensation	Same as 3A.	Same as 3B.	Same as 3C.
5. Child Support Payments (<u>Counted</u> as income for OHOP for the custodial parent.) (<u>Not eligible</u> with OHOP for exclusion on adjusted gross income for non-custodial parent.)	(1) Copy of payment records furnished by court, signed and dated, showing amount received; (2) Copy of divorce decree showing amount of support. (3) Copy of uncashed check.	Written statement from paying parent.	Oral statement from paying parent.

<u>Types of Information</u>	<u>A) Review of documents</u>	<u>B) Third party written</u>	<u>C) Third party oral</u>
6. Interest/dividends	(1) Passbook showing interest received and period covered. (2) Income tax return. (3) Dividend statement from bond holder or stock company.	Dated and signed verification form completed by savings institution showing amount and period received.	Same as 6A but obtained by means of oral contact with official at institution. Date of contact must be specified.
7. Assets	(1) Passbooks/letters completed by bank. (2) Real estate tax assessment or appraisal of real property. (3) Statement signed by applicant specifying assets.	None.	None.
8. Child care expenses	(1) Receipts, canceled checks. (2) Itemized list signed by applicant.	Letter received from child care agency, babysitter, or person providing care showing amounts received or expected and period of service.	Same as 8B but with telephone or in-person contact.
9. Medical expenses	(1) Receipts, canceled checks; (2) Records of insurance payment, indication of payroll deduction for medical insurance; (3) Itemized list signed by applicant.	Form letter, dated and signed, from hospital or physician specifying amount due or expected to be due during the next 12 months.	Same as 9B but with telephone or in-person contact.
10. Housing expenses	(1) Receipts, canceled checks. (2) Itemized list signed by applicant. (3) Rental agreement or lease	Letter received from landlord showing amount of rent paid.	Same as 10B but with telephone or in-person contact.

OTHER INFORMATION THAT MAY REQUIRE VERIFICATION

<u>Types of Information</u>	<u>A) Review of documents</u>	<u>B) Third party written</u>	<u>C) Third party oral</u>
1. Dependent children -- Age -- Relationship	-- Income tax returns -- Support payment records -- Marriage certificates -- Social Security records -- Birth certificates -- VA records -- Divorce records	None required.	None required.
2. Disability	(1) Qualified individual's statement furnished by applicant. (2) Social Security Administration records indicating nature of disability.	State Review Board's or qualified individual's statement or prepared form specifying nature of disability.	Same as 2B but with telephone or in-person contact.
3. Full-time student status	School identification card or school records specifying period of time attended and indicating full-time status.	Written statement, dated and signed, received from school specifying that applicant is enrolled full-time and the dates attending.	Same as 3B but with telephone or in-person contact.

Appendix C: Housing Search & Move-in Forms

Oregon Housing Opportunities in Partnership Program (OHOP) Housing Search Guidelines

Search Dates: **START** _____ **FINISH** _____

Welcome to the Oregon Housing Opportunities in Partnership Program (OHOP). These guidelines outline the housing search process that you are about to start. Please read the following information carefully and don't hesitate to ask your Housing Coordinator if you have questions regarding this information.

The general housing search rules:

- **Ultimately, it is your responsibility to find housing.** Your Housing Coordinator can help point you in some good directions, but s/he can't do it for you.
- **You must find a rental unit within the next 60 days.** If you are unable to find a unit in the next 60 days, you will be removed from active status in the program and will no longer be eligible to receive rental assistance through the program without returning to the program wait list. Extensions may be granted under limited circumstances, but you must request an extension by writing your Housing Coordinator before the end of the 60-day period.
- **Your Housing Coordinator has to approve any rental unit before you can move in.** To provide OHOP assistance, your rental unit has to meet program standards for number of rooms, rent cost, and safety. (We'll explain these standards in this packet.)
- **Do not sign a lease or rental agreement until your Housing Coordinator has given you a Move-In Authorization Notice.** The OHOP Program is not responsible for providing assistance at any unit that your Housing Coordinator has not approved.
- **Work closely with your Housing Coordinator.** Your Housing Coordinator can help to answer most of the questions that you and any potential landlords have.

Step-by-step:

1. Get certified for the OHOP Program. (You did that today!)
2. Talk about your housing options and preferences with your Housing Coordinator.
3. Begin looking for a rental unit that meets OHOP Program the room size and rent guidelines listed here. (See some suggestions for places to start on the back of this packet.)
4. When you find a unit you think you might like, call the landlord to see if s/he will work with the OHOP program. Your Housing Coordinator may be able to talk to potential landlords if they have questions. The Landlord Participation Agreement also explains how the program works – you can give landlords copies.



Step-by-step (continued):

5. Ask to see the unit. Make sure it will pass our inspection – See the checklist inside.
6. If you like the unit, work with the landlord to complete a Request for Move-In Approval form and give the form to your Housing Coordinator. Your Housing Coordinator will let you know if the rental unit meets OHOP guidelines.
7. The landlord might want you to fill out an application. The OHOP program cannot pay application fees. If you need help paying an application fee, you should talk with your Housing Coordinator.
8. If the landlord accepts your application, get an **unsigned copy** of the rental agreement and get it to your Housing Coordinator. Your Housing Coordinator must look at the rental agreement and approve it before you can sign it.
9. If your Housing Coordinator approves the rental agreement, s/he will give you a Move-In Authorization Notice. Don't sign the rental agreement until your Housing Coordinator gives you your Move-In Authorization Notice.
10. Now you can sign the rental agreement and get ready to move in!
11. Sometime either before or shortly after you move in, your Housing Coordinator will come to the unit to inspect it to make sure it is a safe, stable unit.

Your maximum unit size and rents:

The OHOP Program has limits on how many rooms your assisted unit can be and how much the rent can cost. These limits are based on your household size and which county you live in. Also, if you have to pay utilities, the OHOP Program will help you pay.

Your maximum room size: _____

Your maximum rent* if...

City: _____	BR		BR	
	House	Apartment	House	Apartment
All utilities are included in the rent				
You pay electric only				
You pay electric, water, sewer, and garbage				

* These maximum rents are only estimates. The actual maximum rent will depend on several factors like whether the unit has gas or electric heat, whether it's old or new, and which utilities you actually pay. When you find a unit you like, your Housing Coordinator can tell you if that unit is within the limits.



The housing inspection:

Your Housing Coordinator will inspect your rental unit to make sure it meets all of the OHOP Program standards. These standards are called habitability standards, and they are there to make sure you live in safe, decent housing. These are some of the things that your Housing Coordinator will look for – make sure that any units you are looking at:

- Have enough sleeping rooms for your household. You need at least ____ rooms.
- Have locks on all the windows and doors.
- Don't have any large holes in the walls, ceilings, or floors.
- Have working hot and cold water in the kitchen and bathroom.
- Have a bathtub or shower.
- Have a working toilet.
- Have a working stove, oven, and refrigerator.
- Have space to store your food.
- Have lights and electrical outlets in every room.
- Don't have exposed electrical wires.
- Have adequate heat sources for cold weather (wall heaters, furnace, etc.).
- Have doors or windows that open for warm weather.
- Have trashcans for you to put your trash in and garbage service.
- Have working smoke detectors.

This isn't a full list, but it covers most of the important things. Your Housing Coordinator will work with you and your landlord to schedule the actual inspection either right before you move in or very soon after.



Some places to start your search:

Your notes:

Your Housing Coordinator's contact information:

Housing Coordinator Name

Address:

City, OR ZIP

Phone:

Fax:

Email:



Oregon Housing Opportunities in Partnership Program (OHOP) Request for Move-In Approval

Client Name: _____ **Address of Proposed Rental Unit:** _____

Note to Client: Please interview the landlord of the proposed rental unit to gather the following information regarding the unit. This information helps OHOP to determine our ability to subsidize the unit on your behalf. ***Failure to complete this information and submit it to your OHOP Housing Coordinator in a timely manner may result in a delay in subsidy or loss of the rental unit to another tenant.***

Lease/Rental Agreement Information			
Requested Beginning Date of Lease/Rental Agreement	(MM/DD/YYYY)		
Number of Bedrooms	<input type="checkbox"/> Studio/SRO <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		
Year Constructed			
Proposed Monthly Rent	\$		
Refundable Deposit Amount	\$		
Non-Refundable Fee Amount	\$		
Other Deposits/Fee Amount:	\$		
How much did the last tenant pay for this unit?	\$		
How much does the landlord charge for similar units he or she owns or manages?	\$		
Does the amount the landlord charges for rent for this unit depend on the tenant's income?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Type of Unit			
<input type="checkbox"/> Single Family House (unattached)		<input type="checkbox"/> Duplex	<input type="checkbox"/> Manufactured Home
<input type="checkbox"/> Apartment Building; How many units? _____		Other _____ <input type="checkbox"/>	
Utilities and Appliances			
Utilities provided by the Owner should be marked with an "O". Utilities the tenant is responsible for should be marked with a "T".			
Item	Type	Utility Co.	Paid/Provided by
Heating	<input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Wood		O <input type="checkbox"/> T <input type="checkbox"/>
Cooking	<input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Wood		O <input type="checkbox"/> T <input type="checkbox"/>
Water Heater	<input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Wood		O <input type="checkbox"/> T <input type="checkbox"/>
Other Electric			O <input type="checkbox"/> T <input type="checkbox"/>
Water			O <input type="checkbox"/> T <input type="checkbox"/>
Sewer			O <input type="checkbox"/> T <input type="checkbox"/>
Garbage			O <input type="checkbox"/> T <input type="checkbox"/>
Refrigerator			O <input type="checkbox"/> T <input type="checkbox"/>
Range			O <input type="checkbox"/> T <input type="checkbox"/>
Other		Specify:	
Other	Specify:		O <input type="checkbox"/> T <input type="checkbox"/>
Landlord Contact Information			
Name:		Phone Number:	
Street Address:		City/State/Zip:	
Client Confirmation			
Client Signature:		Date:	



FOR COMPLETION BY HOUSING COORDINATOR

Estimated rent for comparable unassisted unit _____ \$

Basis for estimate Current classified ads LHA Confirmation Other: _____

Based on the information supplied by the landlord, client, and other sources specified above, I find that this unit:

is is not rent reasonable (per 57 CFR 61740 as amended at 61 CFR 7963)

does does not meet OHOP Occupancy and Rent Standards

Housing Coordinator Name: _____

Housing Coordinator Signature: _____ Date: _____





OHOP HABITABILITY STANDARDS INSPECTION

All housing assisted under 24CFR574.300(b)(3),(4),(5), and (8), including the OHOP Program, must provide safe and sanitary housing that is in compliance with the habitability standards outlined below. **Mark each statement as A for approved or D for deficient. Property must meet all standards in order to be approved.***

- ___ i. 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.
- ___ ii. 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.
- ___ iii. 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.
- ___ iv. 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.
- ___ v. Water Supply: The water supply must be free from contamination at levels that threaten the health of individuals.
- ___ vi. Thermal environment: The housing must have adequate heating and/or cooling facilities in proper operating condition.
- ___ vii. 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.
- ___ viii. 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.
- ___ ix. Sanitary Conditions: The housing and any equipment must be maintained in sanitary condition.
- ___ x. Lead-based paint: Year the structure was built: _____. Will children under the age of six reside in the property? _____
If the structure was built prior to 1978, and there is a child under the age of six who will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR Part 35.
- ___ xi. Smoke detectors: The HOPWA program must comply with the Fire Administration Authorization Act of 1992 (P.L. 102-522). Smoke detectors must be installed in accordance with NFPA 74, or more stringent local policies as applicable. Existing units must contain a single or multiple station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

BR for FMR _____ # Sleeping Rooms _____

CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following: The property does does not meet all of the above standards.

I make the following finding: The property is approved. The property is not approved.

Client Name _____ Client number _____

Street Address _____ Apartment # _____

City _____ State _____ Zip _____

Housing Coordinator Signature: _____ Date: _____

Please Print. Name: _____

Receipt of Lead-Based Paint Information

CERTIFICATION STATEMENT

I certify that the Oregon Housing Opportunities in Partnership program provided me with a copy of the information pamphlet titled "Protect Your Family From Lead In Your Home" on the date below.

Client Name _____ Client number _____

Street Address _____

Apartment # _____

City

State

Zip

Client Signature: _____ Date: _____

Oregon Housing Opportunities in Partnership Program (OHOP) Landlord Participation Agreement

The Oregon Housing Opportunities in Partnership (OHOP) program is funded under grants from the Department of Housing and Urban Development (HUD). OHOP provides tenant based rental assistance to eligible low-income persons through rental subsidy payments and is designed to promote client housing stability and act as a bridge to long-term assistance programs, such as Section 8, or to self-sufficiency.

OHOP participants receive the support of a Housing Coordinator, whose primary responsibilities are to perform initial eligibility verification, enroll clients onto the program and conduct annual recertification, provide assistance to clients in understanding and completing leases and housing applications, and serve as a liaison between the client and landlord in lease negotiations and in cases where there are disputes. The Housing Coordinator also serves as a partner with the participant's support network to ensure that the client receives necessary services to maintain independent living and that the client remains engaged in services that will increase their success in maintaining housing stability.

The OHOP program is committed to working with the landlord and the OHOP participant to assure that the rental experience meets the needs of the landlord and tenant.

Landlord Acknowledgement of Program Requirements

The OHOP program must have a Landlord Participation Agreement on file prior to commencing rental assistance. Please read the following carefully. If you have any questions regarding this information please contact the OHOP Housing Coordinator you have been working with.

The Landlord acknowledges the following program requirements:

1. The housing unit must pass a Habitability Inspection within sixty (60) days of execution of a new rental agreement or lease (for clients moving into new rental housing) or within sixty (60) days of client certification (for clients in existing rental housing), and that such inspection will take place annually thereafter. The client also has the right to request inspection by the OHOP program at any time.
2. The Landlord must comply with Oregon law governing landlord and tenant relations.
3. The Landlord must certify that if the Landlord uses a standard lease form and rent amount for comparable unassisted units, that this standard lease form and rent amount is used for assisted unit(s). The Landlord must also agree to prior approval of the lease document by the OHOP program prior to execution by the client.
4. While the OHOP program recognizes the landlord's right to take appropriate action(s) as he



or she sees fit within the rights and the limits of the law if the client is not paying his or her portion of the rent, the Landlord should immediately inform the client's Housing Coordinator of any problems concerning the client's non-payment of his or her portion prior to taking legal action.

5. The Landlord should notify the client's Housing Coordinator of any concern regarding the client's ability to maintain the leased premises in decent condition prior to taking any action towards eviction on such basis.
6. The Landlord should cooperate with the client's reasonable efforts to satisfy back rent or make, or pay for the costs of, repairs resulting from damage beyond normal wear and tear to the OHOP-assisted unit caused by the client or member of his or her household.
7. The Landlord should ask for the Housing Coordinator's assistance with resolving conflict with the client prior to such conflict rising to the level of a breach of lease terms.
8. The Landlord acknowledges that the OHOP program is not liable for (a) client's rental payments, (b) for any injuries or property damage caused by client, members of his or her household; (c) any breach of the terms of any rental/lease agreement between the Landlord and the client. The Landlord acknowledges that the OHOP program is not liable, and will not pay for late fees relating to the payment of the program's portion of the rent or the client's portion of the rent.
9. The Landlord must inform the client's Housing Coordinator if the client moves or is deceased within 24 hours, or as soon as it is known. The Landlord must acknowledge that he or she is not entitled to any payments from the OHOP program after the departure of the client or death of the client (unless there are surviving family members within an approved grace period).
10. The Landlord must provide immediate access to the rental premises for inspection by OHOP upon departure or death of client to protect the program's interest in the security and/or deposits made on behalf of client.
11. The Landlord must return all security or deposits paid by the OHOP program to the OHOP program, not to the client, within the period prescribed by law, unless the Landlord has legal cause to withhold such deposits for payment of damages or other eligible expenses within the terms of the rental agreement or lease.
12. The Landlord must agree to promptly notify the OHOP program of: (a) any pending transfer of title in the rental property, which is subject to the lease and (b) the date upon which transfer of title occurred and the name and mailing address of the new property owner.



Oregon Housing Opportunities in Partnership Program (OHOP) Move-in Authorization Notice

Date:

To: Client Name

Authorized Unit Address: Address
City, OR ZIP

Certified Family Size: **Number of bedrooms in authorized unit:**

Welcome to the OHOP program. This notice informs you that you are eligible for OHOP rental assistance based on information provided to the program. Assistance provided by the OHOP program is based upon your need, your income, and current program conditions and is subject to change.

Below you will find a table outlining the amount of subsidy (rent assistance) that your household is currently eligible for through OHOP and beginning on [date]. Additionally, the table shows the amount that your household is responsible for paying directly to the landlord/property owner.

Description	Paid By	Amount
Refundable Security Deposit*		\$
Cleaning Fee		\$
Rent Prorate or Arrearages		\$
Monthly Rent	OHOP/DHS	\$
Monthly Rent	Client	\$

*This deposit will be returned to OHOP as agreed by tenant and based upon terms and conditions of the lease/rental agreement and the OHOP Landlord Participation Agreement.

Rental/lease agreements are governed by landlord tenant law and other regulations affecting property agreements. These are serious agreements to enter into and should be treated accordingly. OHOP assistance does not negate or alter in anyway your legal obligations as a tenant. The rental agreement and any obligation regarding your tenancy are made directly between yourself and the property manager, regardless of any financial assistance you receive from us. If you have questions regarding the terms of your rental/lease agreement, please contact your property manager directly.

This document is to clarify the financial limitations of your rental assistance through the Oregon Housing Opportunities in Partnership (OHOP) Program. The information is based upon current program conditions and limitations and may change at any time. Therefore, this notice should not be considered in any way to constitute a guarantee or obligation of payment by Oregon Housing Opportunities in Partnership. Failure to comply with your case management plan, your housing plan or your rental agreement could jeopardize your participation in this program. Your signature below indicates that you understand and agree to these conditions.

If your income changes; the size of your household increases; you receive assistance from any other program or individual; or the circumstances of your initial need for assistance changes in any way, you are obligated to notify the Housing Coordinator immediately and provide the necessary documentation.

Housing Coordinator Signature: _____ **Date:** _____

Housing Coordinator Name
OHOP Housing Coordinator, Region #
Address
City, OR ZIP
Phone: Phone number
Fax: Fax Number



I understand the financial arrangements and other terms of assistance as outlined on Page 1 & 2 of this letter.

Client Name (Print): _____

Client Signature: _____ **Date:** _____

Please sign this page and return a copy to the Housing Coordinator at the address above.

cc: Landlord
Case Manager

Appendix D: Termination Notices & Grievance Forms

Oregon Housing Opportunities in Partnership Program (OHOP) Notice of Expiration of Housing Search Period

Date: _____

To: _____ Address: _____

As outlined in your OHOP Housing Search Guidelines, all clients who participate in the OHOP program must find housing within 60 days of being certified in the program. In limited circumstances, clients can request up to two 30-day extensions to that period. Your sixty-day housing search period and any requested extensions expired on [Date].

Because you were unable to find housing before the expiration of the housing search period, you have been removed as an active participating client in the OHOP program.

If you still think you require housing assistance through the OHOP program, please contact your case manager. Your case manager may be able to work with you to refer you to the OHOP program again.

You have the right to review your OHOP file, as well as any documentation supporting the program's decision to remove you from active client status.

If you feel that you have received this notice in error please contact the OHOP Program Coordinator at 971-673-0145. Additionally, if you feel that this decision is unwarranted you may file a grievance. You will find the OHOP Grievance Policy and Form enclosed in this mailing. A grievance must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved (the date of this notice).

You may review the OHOP program policies and procedures at the following website:
www.healthoregon.org/ohop

Sincerely,

Housing Coordinator Name
OHOP Housing Coordinator, Region #
Address
City, OR ZIP
Phone Number



Oregon Housing Opportunities in Partnership Program (OHOP) Program Assistance Termination Notice (Transition to other programs or service areas)

Date:

To: Unit Address:

The Oregon Housing Opportunities in Partnership (OHOP) program provides temporary housing assistance to qualified individuals as a bridge to more permanent rental assistance or to client self-sufficiency. We recently learned that you will no longer be eligible for OHOP program assistance for reasons described below. Effective **12/20/06**, the OHOP program will terminate the assistance you receive through this program.

Termination from this program is a result of the following circumstances:

Incidence Date/ Time (if known)	Detailed Description of Circumstances

You have the right to review your OHOP file, as well as any documentation supporting the program's decision to terminate your OHOP assistance.

If you feel that you have received this notice in error or if you feel that you may be eligible for further OHOP assistance please contact the OHOP Program Coordinator at 971-673-0145. Additionally, if you feel that this decision is unwarranted you may file a grievance. You will find the OHOP Grievance Policy and Form enclosed in this mailing. A grievance must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved (the date of this notice).

In the event that you decide to submit a grievance, appealing the decision to terminate your OHOP assistance, the OHOP program will continue to subsidize your rental payment until the grievance process has been completed. You may contact your housing coordinator to review the OHOP program policies and procedures.

OHOP Staff Signature

OHOP Staff Name Printed

01/09/07
Date

CC: Case Manager- Sent USPS



Oregon Housing Opportunities in Partnership Program (OHOP) Program Assistance Termination Notice

SENT BY CERTIFIED MAIL- RETURN RECEIPT WAS REQUESTED; COPY SENT BY FIRST CLASS MAIL

Date: _____

To: _____ Unit Address: _____

We regret to inform you that effective _____, the Oregon Housing Opportunities in Partnership (OHOP) program will terminate the assistance you receive through this program. Per OHOP policy and procedure the program will provide one additional month's rental subsidy payment to allow you time to make any necessary arrangements. The Effective date of termination reflects this additional month.

Termination from this program is a result of the following documented program violations:

Incidence Date/ Time (if known)	Detailed Description of Program Violation and Supporting Documentation

You have the right to review your OHOP file, as well as any documentation supporting the program's decision to terminate your OHOP assistance.

If you feel that you have received this notice in error or if you feel that you may be eligible for further OHOP assistance please contact the OHOP Program Coordinator at 971-673-0145. Additionally, if you feel that this decision is unwarranted you may file a grievance. You will find the OHOP Grievance Policy and Form enclosed in this mailing. A grievance must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved (the date of this notice).

In the event that you decide to submit a grievance, appealing the decision to terminate your OHOP assistance, the OHOP program will continue to subsidize your rental payment until the grievance process has been completed.

You may review the OHOP program policies and procedures at the following website:
www.healthoregon.org/ohop

Ryan Deibert, OHOP Program Coordinator
CC: Case Manager- Sent USPS

Date



Oregon Housing Opportunities in Partnership Program (OHOP) OHOP Grievance Policy & Form

It is the policy of the OHOP program to consistently respond with diligence to concerns and complaints voiced by clients. Any person is free to raise, and have resolved, any concerns or complaints and may do so without fear or retribution. Concerns and complaints will be resolved in the least formal manner. In the event that a concern or complaint cannot be resolved informally, the client may wish to file a formal program grievance.

The grievance process applies to any decision by the OHOP program, which may adversely affect the client's eligibility for assistance. Grievances may only be filed for:

- Denial of listing on the OHOP Waiting list.
- Denial of eligibility to participate in the OHOP program.
- Denial of a request for reasonable accommodation.
- Termination of assistance for program violations.

Clients may begin the grievance process by completing an "OHOP Grievance Form". The form must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved. If filed after that time, the grievance must be accompanied by a written explanation for the delay.

Once the grievance is received, the HIV Client Services Manager will determine the merit of the grievance. If the grievance is determined to have merit the OHOP program will schedule a date and time to hear the grievance in a formal hearing process. Federal regulations governing the OHOP program allows clients the opportunity to present written objections before a person, other than the person who made or approved the decision.

More information on concerns, complaints, appeals and the grievance process can be found on the program website at www.healthoregon.org/ohop

Mail or Fax completed OHOP Grievance Form to:

OHOP Program Coordinator

800 NE Oregon St. #1105

Portland, OR 97232

Fax: 971-673-0177

Appendix E: OHOP Program Fact Sheets



Oregon Housing Opportunities in Partnership (OHOP): Program Outline



The Oregon Housing Opportunities in Partnership Program (OHOP) is funded by Housing and Urban Development (HUD) grants awarded to the Department of Human Services, HIV Client Services Program beginning in 2001.

HOPWA

The Housing Opportunities for People with AIDS (HOPWA) grant program was established by HUD to address the specific needs of persons living with HIV/AIDS and their families. HOPWA awards grants to local communities, States, and nonprofit organizations for projects that benefit low income persons medically diagnosed with HIV/AIDS and their families.

Oregon Housing Opportunities in Partnership (OHOP)

The goal of Oregon's HOPWA-funded program, OHOP, is to assist clients in achieving and maintaining housing stability so as to avoid homelessness and improve their access to, and engagement in, HIV care and treatment. OHOP is designed to act as a bridge to long-term assistance programs, such as Section 8. OHOP also receives support to provide targeted outreach to people living with HIV/AIDS who are returning to the community following incarceration. Participation in OHOP is voluntary and conditional and is not an entitlement.

OHOP Housing Coordinators facilitate in-depth client housing needs assessments and access to a full continuum of housing services provided directly through the OHOP program or through referral to community-based housing providers. This continuum of housing services includes:

- Emergency shelter
- Transitional housing for homeless individuals and families
- Housing-related deposits
- Short-term rent, mortgage, and utility assistance to prevent people who are housed from becoming homeless
- Ongoing monthly rental assistance

The OHOP program serves 31 counties outside of the 5 county Portland Metropolitan Statistical Area (MSA- Multnomah, Clackamas, Yamhill, Washington and Columbia).

HIV/AIDS Case Management Services

Each Housing Coordinator works with HIV/AIDS Case Managers in their region. The connection of supportive service provision to housing service provision is assured by the active involvement of, and coordination between, HIV/AIDS Case Managers and Housing Coordinators. These professionals work closely with eligible clients to ensure they receive appropriate social service interventions that help clients obtain and maintain safe, decent and affordable permanent housing. Additionally, Housing Coordinators conduct outreach to raise awareness among service providers about HIV/AIDS housing issues, and establish and maintain linkages with local housing providers.

OHOP Program Referrals

Clients are generally referred to the OHOP program by their HIV/AIDS Case Manager. Individuals re-entering the community following incarceration may be referred by corrections medical and release planning staff. For HIV/AIDS case manager contact information in all Oregon counties, please call the Oregon AIDS Hotline at (1-800-777-2437) or go to our website: www.healthoregon.org/hiv.

OHOP Program Contact Information:

- ☀ **Central Office:** 971-673-0145
- ☀ **Northwest (Region 1):** 503-559-4389
Serves Clatsop, Lincoln, Linn, Marion, Polk and Tillamook Counties
- ☀ **Central (Region 2):** 541-914-2032
Serves Benton, Coos, and Lane Counties
- ☀ **Southern (Region 3):** 541-840-3592
Serves Curry, Douglas, Jackson, Josephine, Klamath and Lake Counties
- ☀ **Eastern (Region 4):** 541-325-1014
Serves Baker, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Malheur, Morrow, Umatilla, Union, Wallowa, Wasco-Sherman, and Wheeler Counties



HIV/AIDS Housing in Oregon



Overview of HIV/AIDS in Oregon*

- There are as many as 6,800 people living with HIV or AIDS (PLWH/A) in Oregon.
- Of those, 4,325 PLWH/A have been reported to Oregon's HIV/AIDS Reporting System.
- More than 70% (3,140) of reported PLWH/A live in the Portland metropolitan area (Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties).
- The remaining 30% (1,185) are spread out among nearly all Oregon counties outside of the Portland metropolitan area (Oregon's "Balance of State"), with most PLWH/A in the Balance of State living on the I-5 corridor.
- In general, fewer people each year are being diagnosed with HIV, but more PLWH/A are living longer; As a result, Oregon's number of PLWH/A increases by approximately 200 per year.

- Up to 60% of PLWH/A have lifetime experience of homelessness or housing instability.
- 38% of PLWH/A in case management services in Oregon reported ongoing need for assistance with housing; 26% reported housing instability within the last year; and 15% had been homeless within the last two years.

Housing is effective HIV prevention.

- PLWH/A in unstable housing situations are significantly more likely to engage in high risk behaviors (like drug use and trading sex for housing).
- When the housing situations of PLWH/A improve, they are significantly less likely to engage in high risk behaviors.

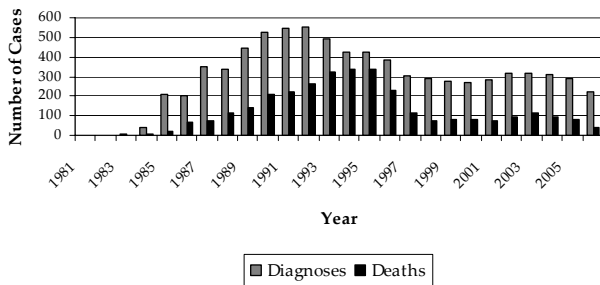
Housing is effective HIV health care.

- PLWH/A who are experiencing homelessness are less likely than housed PLWH/A to report good health and use of medications.
- When the housing situations of PLWH/A improve, they are much more likely to report recent health care visits and ongoing use of medications.

Supportive housing for PLWH/A is very cost effective.

- The average lifetime medical costs associated with a new case of HIV are approximately \$221,000.
- Supportive housing for PLWH/A is cost effective if one case of HIV transmission is prevented for every 64 PLWH/A housed.
- HIV housing is cost saving if one case of HIV transmission is prevented for every 19 PLWH/A housed in supportive housing programs.

Oregon HIV/AIDS Diagnoses and Deaths



*Data source: Oregon Department of Human Services, HIV/AIDS Reporting System, 12/31/2005. <http://egov.oregon.gov/DHS/ph/hiv/data/EpiProfile.shtml>

Why HIV/AIDS Housing?

There are strong links between HIV/AIDS and housing status:

- HIV rates are 3-9 times higher among homeless vs. housed.
- All-cause death rates are 5 times higher among homeless vs. housed PLWH/A.

Oregon's Response

Multiple "mainstream" housing resources are available to PLWH/A in Oregon, including:

- Programs funded through the Homeless Continuums of Care (including shelters, transitional, and supportive housing)
- Housing available through local housing authorities (including Section 8 vouchers and public housing developments)
- Programs funded through Oregon's Consolidated Plans (including HOME Tenant-based Rental Assistance and affordable housing developments)

Some additional resources are targeted specifically to PLWH/A in Oregon, including:

- Supportive housing programs funded through the federal Housing Opportunities for Persons With AIDS (HOPWA) program:
 - The Oregon Housing Opportunities in Partnership (OHOP) Program in Oregon's Balance of State
 - Cascade AIDS Project and Our House in the Portland metropolitan area
 - The Oregon Statewide Supportive Community Re-entry (OSSCR) program (for PLWH/A returning to the community from incarceration)
- HIV case management, supportive services, and health care funded through the federal Ryan White Program.

Continued Need

- Nearly every "mainstream" affordable housing program either maintains a lengthy wait list (some more than three years long) or has closed program wait lists entirely.
- Some PLWH/A will never qualify for mainstream housing resources due to legal issues or past rental history.
- HOPWA-funded programs also currently maintain wait lists for program entry

For More Information

Visit...

- The OHOP program website:
<http://www.healthoregon.org/ohop>
- The Oregon Department of Human Services HIV Case Management & Supportive Services website:
<http://www.healthoregon.org/hiv>
- The Cascade Aids Project website:
<http://www.cascadeaids.org>
- The U.S. Department of Housing and Urban Development, Office of HIV/AIDS Housing website:
<http://www.hud.gov/offices/cpd/aidshousing/programs/>
- The National AIDS Housing Coalition website:
<http://www.nationalaidshousing.org>

Contact...

Ryan Deibert
OHOP Program Coordinator
ryan.j.deibert@state.or.us
971-673-0144 (select the option for the OHOP program or housing information)

Appendix F: Reasonable Accommodation Form and FHCO Fact Sheets

Part 2 (to be completed by client's licensed health care professional)

I understand that under federal and state law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. Major life activities include walking, seeing, hearing, speaking, breathing, thinking, communicating, learning, performing manual tasks, and caring for oneself.

Impairments also include such diseases and conditions as HIV; orthopedic; visual; speech and hearing impairments; Cerebral Palsy; autism; seizure disorder; Muscular Dystrophy; Multiple Sclerosis; cancer; heart disease; diabetes; mental retardation, mental and emotional illness; drug addiction; and alcoholism. This definition does not cover any individual who is a drug addict and currently using an illegal drug, or an alcoholic who poses a direct threat to property or safety because of alcohol use (224 CFR Part 8.3 and HUD Handbook 4350.3, (Exhibit 2-2).

I have provided health care to _____ for _____ months and _____ years, and I certify that he/she has a physical / mental (circle) disability which meets the definition stated above.

I verify that this request is directly related to his/her disability and is necessary to afford him/her the opportunity to access housing, maintain housing, or fully use or enjoy housing. ("necessary" indicates necessity as opposed to only the matter of convenience or preference).

I recommend that the client's request for reasonable accommodation as described in Part 1 be approved.

I certify that the information above is true and correct.

Signature: _____ Date: _____

Printed Name: _____

Professional Title: _____

Name of Clinic, Hospital, etc.: _____

Address: _____

Phone: (____) _____ Fax: (____) _____

Submit To:

OHOP Program Coordinator
800 NE Oregon St. #1105
Portland, OR 97232
Fax: 971-673-0177





1020 SW Taylor Street, Suite 700 ♦ Portland, Oregon 97205-2512 ♦ Phone: 503-223-8197 or 1-800-424-3247 (TTY) ♦ Fax: 503-223-3396 ♦ Visit us at www.fhco.org ♦ E-mail: information@fhco.org

Reasonable Accommodation and Modification Requests

Under the Fair Housing Acts, individuals with disabilities have the right to make reasonable accommodation and modification requests. The Fair Housing Acts only apply to an individual's residence. Other laws apply to employment, public accommodations, and government services. Often, individuals with disabilities have a very difficult time finding housing that meets all of their unique needs. The right to request reasonable accommodations allows individuals with disabilities to identify specific individual housing needs created by their disability and ask housing providers to meet those needs. The goal is to provide individuals with disabilities with as many housing options as possible. Reasonable accommodation requests can also serve as a communication tool and a way to educate housing providers about the needs of individuals with disabilities.

The main limitation on requests is that the change requested must be reasonable not substantial. What is reasonable varies depending on the particular housing situation, the housing provider, and the individual making the request. Housing providers can deny a request if the request, 1) creates an undue financial burden for the housing provider, 2) creates an undue administrative burden for the housing provider, or 3) fundamentally alters the nature of the housing provider's business. What is reasonable is very discretionary; therefore it can be uncertain whether a court or administrative agency will enforce the request.

What is a reasonable accommodation?

Individuals with disabilities have the right to request exceptions to their housing providers' rules, policies, and practices. An individual must establish that they have a disability that substantially limits a major life function, and that the accommodation or exception requested is necessary because of his/her disability. The accommodation requested must be necessary to access housing, maintain housing, or have full use and enjoyment of an individual's current housing.

Example of a Request to Modify a Rule, Policy, or Procedure:

If a landlord has a no-pet policy, a woman who is sight impaired has the right to request an exception to the no-pet policy for her seeing-eye dog. In this

situation, the dog is the same as a wheelchair or a cane; it is a tool that helps the tenant to be mobile and active, and it is not a pet. Because the dog is not a pet, the landlord cannot charge the tenant any fees or deposits for the dog, just as the landlord cannot charge a deposit because someone uses a wheelchair. However, the landlord may charge the tenant for any damage her seeing-eye dog does to the property. In addition, if the seeing-eye dog is a safety threat because the dog attacks another tenant, or the dog constantly barks or exhibits other behavioral problems that disturb other tenants, the landlord can tell the tenant she cannot have that particular seeing-eye dog. However, the tenant still has the right to get a different seeing-eye dog.

Housing providers cannot charge fees or deposits for necessary accommodations because this in effect would allow housing providers to charge an individual more money because they are disabled. Reasonable accommodation requests do not meet wants or desires — they meet needs. The individual making the request is not choosing to make the request they must make the request in order to satisfy their housing needs. However, just like any other tenant, if an individual with a disability damages the property directly or through their reasonable accommodation request, the individual must pay for the damages. Likewise an accommodation request cannot create a health or safety risk to other tenants.

What is a reasonable modification?

Individuals with disabilities also have the right to request reasonable modifications to the structure of their residence. The modification must be necessary because of the individual's disability, and it must be reasonable. In addition, private landlords can require the individual with a disability to make the modification and to pay for the modification. Private landlords may also request that the when the individual moves out he restore the premises to its original condition and pay for any damage caused by modification.

Example of a Request for a Structural Modification:

A man who uses a wheel chair has the right to ask his private landlord to allow him to install a ramp on any inaccessible walkway that he uses in the complex. Most walkways at an apartment complex are not considered to be open to the public, but part of an individual's residence. If the walkway just provides access to the individual's residence, then the landlord can require the individual to install and pay for the ramp. The landlord also has the right to require the tenant to have the work done in a professional manner and obtain a permit if the local building code requires a permit to install the ramp. As under reasonable accommodation requests, the modification cannot create a health or safety risk to other tenants.

Under different laws, landlords who receive government subsidies for their housing units are required to make and pay for the necessary modifications.

When is it appropriate to request a reasonable accommodation or modification?

Disabled individuals must actually make a written or verbal request for a reasonable accommodation. Requests must be reasonable, related to the individual's disability, and further the individual's ability to get or keep his/her housing. The request may be made while applying for housing or at any time during the tenant's occupancy. Requests can be made after the tenant receives a notice or warning, and often tenants are not aware that there is a potential problem until they receive a warning or notice from the landlord. However, to prevent stress and conflict, the tenant should make the request as soon as they perceive a need.

Verification from a qualified professional may be necessary.

Housing providers have the right to ask for verification from a qualified professional that the tenant is disabled and the change or modification is necessary because of the tenant's disability. A qualified professional is anyone with expert knowledge in the area, who has knowledge of the individual's disability and needs. Although an individual needs verification that the request is related to his disability, this does not mean that a tenant is required to provide a doctor's prescription for the requested change. If it is possible, the tenant should have the verification available when he/she makes the request.

How do I make a reasonable accommodation request?

The request may be made verbally or in writing. In general, it is a good idea to document your interaction with the housing provider. Therefore, it is preferable to put your request in writing and to keep a copy of your request for your own records. The request should include the following:

"This is a request for a reasonable accommodation."

"I have a disability that substantially limits the major life function(s) of _____."

"Because of my limited ability to _____, I need _____."

"Therefore please make an exception to your _____ policy."

"I need this accommodation in order to live in this housing."

"Please respond to my request by _____ (specify a date, generally 10-14 days from the date you send the notice is sufficient time)."

"If I don't hear back from you by _____ (date specified above), I will assume that you denied my request."

Be very clear that your need is connected to your disability, and that the change is necessary for you to live in your housing.

If the housing provider ignores your request you can pursue an enforcement action because you have set a time limit, and if there is no response by the end of the time period you may proceed as if the housing provider denied your request. In your request, you do *not* want to threaten the housing provider with the possibility of a formal complaint.

If your housing provider requests more information about reasonable accommodations or fair housing in general, you may refer him/her to the HUD Fair Housing Enforcement Center, 1-800-877-0246.

Why can a reasonable accommodation request be denied?

Disabled individuals have the right to determine which change or exception would best meet his/her needs. However, once a disabled individual establishes that he/she is disabled and the request is necessary because of his/her disability, a request may be denied for three reasons:

- 1) The change or exception would create an **undue financial burden**,
- 2) The change or exception would create an **undue administrative burden**,
- 3) The change or exception would **fundamentally alter the nature of the landlord's business**.

The landlord cannot deny a request merely because it creates some financial expense or requires the landlord to do some extra paperwork. The expense or the administrative work must be undue. The same is true if the change requires the landlord to change the way they conduct their business. Most reasonable accommodation requests will require the landlord to change the way he/she conducts his/her business, however for the landlord to deny the request, the change must be fundamental such as requiring the landlord to wash the tenant's laundry or requiring the landlord to create a health or safety threat.

What does a tenant do if the reasonable accommodation request is denied?

If your request meets the above criteria and the housing provider denies or ignores the request, you can pursue enforcement action by filing an agency complaint with either the Federal Department of Housing and Urban Development (HUD) or the Oregon State Bureau of Labor and Industry (BOLI), or you may file a lawsuit. For an appropriate referral, please call the Fair Housing Council of Oregon at 503-223-8197 or 1-800-424-3247.

HUD Complaint Hotline 1-800-877-0246
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Appendix G: OHOP Income Limits

STATE: OREGON

-----I N C O M E L I M I T S-----

		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Bend, OR MSA										
FY 2007 MFI:	58700	30% OF MEDIAN	12350	14100	15900	17650	19050	20450	21900	23300
		VERY LOW INCOME	20600	23500	26450	29400	31750	34100	36450	38800
		LOW-INCOME	32950	37650	42350	47050	50800	54600	58350	62100
Corvallis, OR MSA										
FY 2007 MFI:	67400	30% OF MEDIAN	14300	16350	18400	20450	22100	23700	25350	27000
		VERY LOW INCOME	23850	27250	30650	34050	36750	39500	42200	44950
		LOW-INCOME	38150	43600	49050	54500	58850	63200	67600	71950
Eugene-Springfield, OR MSA										
FY 2007 MFI:	52200	30% OF MEDIAN	11500	13100	14750	16400	17700	19000	20350	21650
		VERY LOW INCOME	19150	21900	24600	27350	29550	31750	33900	36100
		LOW-INCOME	30650	35000	39400	43750	47250	50750	54250	57750
Medford, OR MSA										
FY 2007 MFI:	52700	30% OF MEDIAN	11100	12700	14250	15850	17100	18400	19650	20900
		VERY LOW INCOME	18500	21150	23800	26450	28550	30700	32800	34900
		LOW-INCOME	29600	33850	38050	42300	45700	49050	52450	55850
Portland-Vancouver-Beaverton, OR-WA MSA										
FY 2007 MFI:	63800	30% OF MEDIAN	14250	16300	18350	20350	22000	23650	25250	26900
		VERY LOW INCOME	23750	27150	30550	33950	36650	39400	42100	44800
		LOW-INCOME	38000	43450	48900	54300	58650	63000	67350	71700
Salem, OR MSA										
FY 2007 MFI:	54200	30% OF MEDIAN	11950	13650	15350	17050	18400	19800	21150	22500
		VERY LOW INCOME	19900	22700	25550	28400	30650	32950	35200	37500
		LOW-INCOME	31800	36350	40900	45450	49100	52700	56350	60000
Baker County, OR										
FY 2007 MFI:	41300	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
		VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
		LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Clatsop County, OR										
FY 2007 MFI:	50800	30% OF MEDIAN	11300	12900	14550	16150	17450	18750	20050	21300
		VERY LOW INCOME	18850	21550	24250	26950	29100	31250	33400	35550
		LOW-INCOME	30150	34500	38800	43100	46550	50000	53450	56900
Coos County, OR										
FY 2007 MFI:	43100	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
		VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
		LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Crook County, OR										
FY 2007 MFI:	46700	30% OF MEDIAN	10350	11850	13300	14800	16000	17150	18350	19550
		VERY LOW INCOME	17300	19750	22250	24700	26700	28650	30650	32600
		LOW-INCOME	27650	31600	35550	39500	42650	45800	49000	52150
Curry County, OR										
FY 2007 MFI:	40800	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
		VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
		LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000

STATE: OREGON

-----I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Douglas County, OR									
FY 2007 MFI: 45700	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Gilliam County, OR									
FY 2007 MFI: 46900	30% OF MEDIAN	10450	11950	13450	14950	16150	17350	18550	19750
	VERY LOW INCOME	17450	19900	22400	24900	26900	28900	30900	32850
	LOW-INCOME	27900	31900	35850	39850	43050	46250	49400	52600
Grant County, OR									
FY 2007 MFI: 42300	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Harney County, OR									
FY 2007 MFI: 42300	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Hood River County, OR									
FY 2007 MFI: 47200	30% OF MEDIAN	10650	12150	13700	15200	16400	17650	18850	20050
	VERY LOW INCOME	17700	20250	22750	25300	27300	29350	31350	33400
	LOW-INCOME	28350	32400	36450	40500	43750	47000	50200	53450
Jefferson County, OR									
FY 2007 MFI: 44500	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Josephine County, OR									
FY 2007 MFI: 41700	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Klamath County, OR									
FY 2007 MFI: 43400	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Lake County, OR									
FY 2007 MFI: 41100	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Lincoln County, OR									
FY 2007 MFI: 45000	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Linn County, OR									
FY 2007 MFI: 50300	30% OF MEDIAN	11200	12800	14400	16000	17300	18550	19850	21100
	VERY LOW INCOME	18700	21350	24050	26700	28850	30950	33100	35250
	LOW-INCOME	29900	34150	38450	42700	46100	49550	52950	56350

STATE: OREGON

-----I N C O M E L I M I T S-----

	PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Malheur County, OR FY 2007 MFI: 40700	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Morrow County, OR FY 2007 MFI: 46600	30% OF MEDIAN	10350	11850	13300	14800	16000	17150	18350	19550
	VERY LOW INCOME	17300	19750	22250	24700	26700	28650	30650	32600
	LOW-INCOME	27650	31600	35550	39500	42650	45800	49000	52150
Sherman County, OR FY 2007 MFI: 49800	30% OF MEDIAN	11100	12700	14300	15850	17150	18400	19700	20950
	VERY LOW INCOME	18500	21150	23800	26450	28550	30700	32800	34900
	LOW-INCOME	29600	33850	38100	42300	45700	49100	52500	55850
Tillamook County, OR FY 2007 MFI: 46200	30% OF MEDIAN	10300	11750	13250	14700	15900	17050	18250	19400
	VERY LOW INCOME	17150	19600	22050	24500	26450	28400	30400	32350
	LOW-INCOME	27450	31350	35300	39200	42350	45450	48600	51750
Umatilla County, OR FY 2007 MFI: 47000	30% OF MEDIAN	10700	12200	13750	15250	16450	17700	18900	20150
	VERY LOW INCOME	17800	20300	22850	25400	27450	29450	31500	33550
	LOW-INCOME	28450	32500	36600	40650	43900	47150	50400	53650
Union County, OR FY 2007 MFI: 46400	30% OF MEDIAN	10350	11850	13300	14800	16000	17150	18350	19550
	VERY LOW INCOME	17250	19700	22200	24650	26600	28600	30550	32550
	LOW-INCOME	27600	31550	35500	39450	42600	45750	48900	52050
Wallowa County, OR FY 2007 MFI: 43900	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000
Wasco County, OR FY 2007 MFI: 48200	30% OF MEDIAN	10900	12450	14000	15550	16800	18050	19300	20550
	VERY LOW INCOME	18150	20700	23300	25900	27950	30050	32100	34200
	LOW-INCOME	29000	33150	37300	41450	44750	48100	51400	54700
Wheeler County, OR FY 2007 MFI: 39000	30% OF MEDIAN	10150	11600	13050	14500	15650	16800	18000	19150
	VERY LOW INCOME	16900	19300	21750	24150	26100	28000	29950	31900
	LOW-INCOME	27050	30900	34800	38650	41750	44850	47950	51000

Appendix H: Earned Income Disregard Worksheet



Oregon Housing Opportunities in Partnership Disallowance of Increase in Annual Income (Earned Income Disregard)

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

Who qualifies for the earned income disregard?

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

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

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

AND

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

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

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

Definitions

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

Minimum Wage: The prevailing minimum wage in the state or locality. Go to this web link to verify the minimum wage in your state: <http://www.dol.gov/esa/minwage/america.htm>

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

Initial and Phase-In Exclusion Periods

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

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

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

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

Documentation and Tracking

Documentation should be maintained and may include the following:

1. Date the increase in earned income was reported by the family.
2. Name of the family member whose earned income increased.
3. Reason (new employment, participation in job training program, within six months after receiving TANF) for increase in earned income.
4. Verification of income.
5. Amount of the increase in income (amount to be excluded).
6. Date the increase in income is first excluded from annual income.
7. Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if applicable).
8. Date the family member received a total of 12 months of the initial exclusion.
9. Date the second 12-month (phase-in) exclusion period began.
10. Date(s) earned income ended and resumed during the second cumulative 12-month period of exclusion (if applicable).
11. Date the family member received a total of 12 months of phase-in exclusion.
12. Ending date of the maximum 48-month disallowance period OR full utilization of both 12-month periods, whichever comes first. If all months in both the initial and phase-in periods occur consecutively, this date may be as soon as 24 months from the date the exclusion was first applied.

Question & Answer

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

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

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

Example:

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

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

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

Q3: Is there a time limit on how long a resident can be unemployed to be eligible for the earned income exclusion?

A3: There is no maximum time limit on how long a resident can be unemployed. However, he/she must have been unemployed for at least the last 12 months, as unemployment is defined in the regulations.

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

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

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

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

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

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

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

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

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

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

Q9: Is a tenant eligible for the income disregard if she obtains a job 2 months after completion of the coursework portion of a vocational school program while she is receiving job search and counseling assistance from the program?

A9: Yes. Because she is still receiving services from the training program, she has started a job during the program and is entitled to the disregard.

Q10: If a tenant who qualifies for the disregard gets a job after paying a zero rent, does her rent remain at zero for another 12 months (and then increase to half of what the rent obligation would have been if all her earnings were considered)?

A10: Yes. For example, if a tenant had no income for 12 months prior to getting a job she would meet the eligibility for the disregard as "previously unemployed." Her rent would remain zero for 12 months after her job began. In months 13 - 24 after her employment began, her rent would be based on half her earnings.

Q11: If a PHA does not perform interim reexaminations and increases rents only at the family's annual reexamination, why does EID begin on the first day of the month following the increase in earnings?

A11: According to the regulation, the exclusion actually begins on the date the family is first employed or first experiences an increase in income attributable to employment. However, for administrative and tracking purposes, the PHA can begin the exclusion on the first of the month following the employment or increase in income. Note: If a person who qualifies for EID begins employment or experiences an increase in income and fails to report this change, the PHA will count this time against the family member's exclusion period.

Q12: A tenant received TANF benefits of \$500 per month from March 1999 - August 1999, and at this point the tenant reached the state's TANF time limit and benefits were terminated. The tenant got a job making \$600/month for September through November 1999. At the end of November, the person quit that job and during the week before Christmas started a new job paying \$1200/month. Is the tenant eligible for the disregard when she reports her new earnings in January 2000?

A12: Yes. The tenant qualifies for the income disregard because the individual received TANF benefits within the 6-month period prior to January 2000. In addition, in the 12 months prior to beginning her new job, she earned only \$1,800, which is less than 500 hours at the federal minimum wage (currently \$2,575) so she is considered to be "previously unemployed."

Q13: How many times in a 48-month period can a family qualify for the earned income exclusion?

A13: A family member can only receive a total of 12 months for 100% of the incremental increase disregard, and 12 months of the 50% disregard in his or her lifetime. The disregard only applies for a maximum of 4 years from the time it is first applied.

Example:

A tenant who qualifies for the mandatory disregard based on previous unemployment works for 20 months and then is laid off. She received 12 months of the full disregard and 8 months of the 50% disregard. The resident is called back to work in the 30th month following initial employment. The resident is still entitled to the remaining four months of the 50% disregard.

Q14: If a tenant is eligible for the earned income disregard, can the disregarded amounts be used in determining the cap for the childcare expense deduction?

A14: In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income; therefore, the disregarded amounts can not be used in determining the cap for the childcare expense deduction. (See definition of childcare expenses at 24 CFR 5.603.)

Example:

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

**Full Text of 24 CFR 5.617
Earned Income Disregard**

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

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

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

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

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

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

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

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

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

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

Appendix I: STRMU Forms

OHOP Budget Worksheet - Current Spending for Month of:

Client name: _____

Date assessed: _____

Household Monthly Income

Source	Amount	<input checked="" type="checkbox"/>
Wages/Tips/Commissions		<input type="checkbox"/>
Short-term disability		<input type="checkbox"/>
Long-term disability		<input type="checkbox"/>
SSI		<input type="checkbox"/>
SSDI		<input type="checkbox"/>
Veterans benefits		<input type="checkbox"/>
Pension		<input type="checkbox"/>
TANF		<input type="checkbox"/>
Investments or savings		<input type="checkbox"/>
Rental income		<input type="checkbox"/>
Unemployment		<input type="checkbox"/>
Retirement benefits		<input type="checkbox"/>
Regular gifts or contributions from family or others		<input type="checkbox"/>
Child support		<input type="checkbox"/>
Alimony		<input type="checkbox"/>
Educational awards*		<input type="checkbox"/>
Food stamps/WIC*		<input type="checkbox"/>
Other sources of income		<input type="checkbox"/>

TOTAL MONTHLY INCOME	\$0.00
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*These are not counted as income for determining HOPWA eligibility

I verify that information on all the pages of this form regarding my monthly household income and expenses are true, and I understand that false, misleading or incomplete information may result in termination from the OHOP program.

Client signature



Date

Household Monthly Expenses

Expense	Amount	<input checked="" type="checkbox"/>
Rent/Mortgage		<input type="checkbox"/>
Utilities:		
Electric		<input type="checkbox"/>
Gas		<input type="checkbox"/>
Other heating fuel (oil, wood)		<input type="checkbox"/>
Water		<input type="checkbox"/>
Sewer		<input type="checkbox"/>
Garbage		<input type="checkbox"/>
Housing total	\$0.00	
Phone		
Food - groceries		
Food - eating out		
Other groceries / household supplies		
Medical / Health:		
Insurance premiums		<input type="checkbox"/>
CAREAssist cost share		<input type="checkbox"/>
Prescription meds / co-pays		<input type="checkbox"/>
Over-the-counter meds		<input type="checkbox"/>
Medical expense - doctor co-pay		<input type="checkbox"/>
Medical equipment		<input type="checkbox"/>
Medical expense - Other		<input type="checkbox"/>
Transportation:		
Fuel		
Car payment		
Car insurance		
Repairs / maintenance		
Bus pass		
Child care		<input type="checkbox"/>
Child support		
Alimony		
Credit card		
Taxes (income, property)		
Union dues or occupational license fees		
Other loan payments		
Savings		
Education expenses		
Misc. other expenses (total from next page)	\$0.00	

TOTAL MONTHLY EXPENSES	\$0.00
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OHOP Budget Worksheet - Current Spending (cont.)

Other Misc. Expenses

Laundry/dry cleaning		
Clothing		
Pet expenses (if pet is a certified assistance animal list under Medical expense - Other)		
Veterinary fees / medicine		
Pet food (unless incl. in groceries)		
Hair cuts / personal care		
Newspaper / magazine subscriptions		
Cigarettes / tobacco products		
Alcohol		
Other drugs		
Entertainment		
Cable TV		
Movies, plays, concerts		
Movie rentals		
CDs / DVDs / music downloads		
Sports (spectator, fishing, etc.)		
Gifts / cards		
Children's allowances		
Vacations		
Charitable contribution		
Club dues/expenses (scouts, health club)		
Other expenses not listed		

Total of Other Misc. Expenses **\$0.00**

Notes on monthly income or expenses

STRMU Assistance Determination Worksheet

Client household size	
80% area Median Family Income (MFI) based on client household size	
Annual client household income (overwrite if incorrect)	\$0.00
Annual client household income as a percentage of area MFI	N/A
Client household qualifies for OHOP assistance?	Yes
Client's total monthly costs to housing	\$0.00
Percent of client's current total monthly income to housing	N/A
Client's available income following disclosed expenses	\$0.00

If the client has past-due housing expenses, describe those expenses below.

Housing expense description	Associated dates	Amount past-due

Describe the issues giving rise to the client's current short-term housing need. If the need is linked to unexpected or non-recurring life or financial events, describe the events.

Housing Coordinator certification statement	Date	HC Initial
I have obtained documentation of the client's current income and		
I have obtained documentation that establishes the client as the responsible party for the requested STRMU assistance		
I have verified that the amount of the requested STRMU assistance is reasonable and within the established limits of the OHOP program.		
I have verified that the requested STRMU assistance meets the client's short-term need, and have completed a housing plan that will address any of the client's anticipated ongoing housing needs.		

Attach:

- OHOP Budget Worksheet
- STRMU Payment Request Form
- OHOP Housing Stability Plan
- Documentation of income and expenses



Oregon Housing Opportunities in Partnership Program (OHOP) STRMU Notice of Action

Date:

To: Client Name

Address: Address, City, OR ZIP

This notice informs you that:

- You are eligible for OHOP short-term rent, mortgage, or utility assistance based on information provided to the program. This assistance is based upon your need, your income, and current program conditions and is subject to change.

The OHOP program will request the following short-term assistance to be paid on your behalf:

If this request does not cover the full amount of your rent, mortgage, or utility bill, you are responsible for paying any remaining amount.

Description	Paid To	For Time Period	Amount
		–	\$
		–	\$
		–	\$
		–	\$
		–	\$

OHOP short-term assistance is limited to 12 weeks in an 52-week period. Your 52-week eligibility period began on mm/dd/yyyy and ends on mm/dd/yyyy.

Including the request above, you have used _____ weeks of assistance within your eligibility period.

- You are not eligible for OHOP short-term rent, mortgage, or utility assistance based on information provided to the program at this time. *See the next page for additional information.*

Your application for short-term assistance has been placed in pending status because we require additional information. Please submit the following information to your Housing Coordinator within 15 days:

- Verification of your household income
- A copy of your signed lease or rental agreement
- A copy of your current utility bill(s)
- Proof of home ownership (deed, title insurance, etc.)
- A completed OHOP budget form
- A signed OHOP Housing Stability Plan
- Other: _____

Your application for assistance has been denied for the following reason(s):

- the OHOP program has never received a complete application from you
- you do not meet OHOP short-term assistance eligibility criteria because:
 - your income is too high
 - you live in subsidized housing
 - your housing needs are based on financial circumstances that were within your control
- you have already received 12 weeks of short-term assistance within your 52-week eligibility period
- no program funds are available at this time
- Other: _____

The information above is based upon current program conditions and limitations and may change at any time. Therefore, this notice should not be considered in any way to constitute a guarantee or obligation of payment by OHOP.

Failure to comply with your case management plan or your housing plan or your rental agreement could jeopardize your participation in this program. If your income changes; the size of your household increases; you receive assistance from any other program or individual; or the circumstances of your initial need for assistance changes in any way, you are obligated to notify the Housing Coordinator immediately and provide the necessary documentation.

You have the right to review your OHOP file, as well as any documentation supporting our decision regarding your OHOP assistance. If you feel that this decision is unwarranted you may file a grievance. You can obtain a copy of the OHOP grievance policy and form by calling the OHOP Program Coordinator at 971-673-0145, from your case manager, or at www.healthoregon.org/ohop. A grievance must be postmarked, or received by the OHOP program, within thirty (30) days of the date of the decision being grieved (the date of this notice).

Client/OHOP Participant Signature

Date

Housing Coordinator Signature

Date

CC:
Case Manager



Appendix J: LIEAP Forms

 **DHS Oregon Housing Opportunities in Partnership Program (OHOP)**
LIEAP Vendor Information

Email Completed Form To Jill Snyder

Vendor Name: Tax ID:

Will accept payment through VISA? Yes No

Heat Type:

Electric Natural Gas Liquid Gas Oil Wood Other
 Pellet Agency Solar

LIEAP Contact Info:

x
Phone: 1-800-882-3377 Ext. 2424 or 2118 Fax: 503-721-2517

General Customer Service Contact Info:

Phone: 1-800-882-3377 Ext. Fax:

Physical Address:

Street:
City: State: ZIP:

Mailing Address (if different from above):

Street:
City: State: ZIP:

For Portland Office Use Only:

Vendor previously entered in RSTARS? Yes No

If no, date entered:

Date entered to OPUS: