



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

Ryan White funded Medical Case Management providers

Cascade AIDS Project

Oregon Department of Corrections

Cascadia Behavioral Health Care

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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) and other federal and state funds. OHOP is designed to assist people living with HIV/AIDS (PLWHA) 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 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/reduce 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.

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
 - Low Income Home Energy Assistance Program (LIHEAP) 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
 - mental health treatment services and tenant based rental assistance for individuals experiencing a barrier to stable housing due to a mental health diagnosis through the Oregon Housing & Behavioral Health Initiative (OHBHI).

The OHOP program serves 31 counties outside of the 5-county Portland Metropolitan Statistical Area (MSA - Multnomah, Clackamas, Yamhill, Washington and Columbia). OHOP Housing Coordinators are assigned to four regions and implement the OHOP program in the following counties:

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

Region 2- Central: Serves Lane County

Region 3- Southern: Serves Coos, 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

Partner Agencies

The OHOP program is a joint partnership between the Oregon Department of Human Services (DHS), Oregon Housing and Community Services (OHCS), the Oregon Department of Corrections, Cascade AIDS Project (CAP), Cascadia Behavioral Health, and Ryan White funded case management providers. Together, these partner agencies provide a continuum of services necessary to assist eligible PLWHA to access and maintain stable housing.

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. OHCS has committed to provide access to additional leveraged housing resources through the Low-Income Home Energy Assistance Program and has been instrumental in assisting the program in successfully applying for and implementing Continuum of Care grant funds. The Oregon Department of Corrections provides critical pre-release counseling and support services and works directly with OHOP to transition PLWHA back to the community upon release. Cascade AIDS Project is the largest AIDS service organization in Oregon and a project sponsor of two DHS HUD grants providing housing services in the 5-county MSA. In addition, CAP leverages additional housing and supportive services, such as permanent housing placement, emergency housing, and rental assistance. Cascadia Behavioral Health is the largest mental health services provider in Oregon and a project sponsor of one DHS HUD grants providing mental health services to eligible OHOP clients.

Finally, The Department of Human Services, HIV Care and Treatment Program administers the Ryan White Program Part B-funded HIV Case Management program in addition to OHOP. The Program contracts with local service organizations to deliver HIV Case Management and supportive services in 31 counties outside of the Portland MSA. The HIV Case Management Program serves approximately 900 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 are the primary reasons for effective communication between the HIV case manager and Housing Coordinator.

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, affordable housing, and to maintain 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 when needed.

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. OHOP policies and procedures must be consistent with the following:

- HOPWA Statute (42 U.S.C. 12901) and HOPWA Regulations (24 CFR Part 574)
- Applicable HOPWA Performance Grant Agreements and their associated Super Notices of Funds Availability
- The State of Oregon Consolidated Plan for Housing and Community Development and its associated Annual Action Plans
- Applicable U.S. Department of Housing and Urban Development Community Planning and Development Guidance 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 Building Changes
- HUD Field Office staff
- Other HOPWA grantees
- Housing Choice Voucher Program Regulations and Guidebook
- Policy and procedure of the Department of Human Services

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 rights to amend, alter, or grant incidental exceptions to all policies outlined when allowable.

II: Program Services Overview

General Program Services

OHOP program clients receive the support of a Housing Coordinator, whose primary responsibilities are to assess initial eligibility, provide housing information and referrals to community-based housing resources, coordinate housing planning activities with clients, enroll clients onto the program and conduct periodic certifications, 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 client and HIV case manager to ensure access to care and treatment services.

Deposit Assistance for Permanent Housing Placement

The OHOP program provides limited assistance with move-in deposits required to secure OHOP housing assistance. Deposits must assist clients in securing permanent rental housing under a legal rental agreement, and clients and their landlords must agree to return any refunded deposits directly to the OHOP program upon ending client tenancy. Deposit assistance may also be approved when the client is transitioning from OHOP rental assistance to another long-term stable housing program, such as the Section 8, Rental Voucher Program.

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 some 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.

Oregon Housing and Behavioral Health Initiative (OHBHI) Project

The OHOP program provides comprehensive housing and behavioral health services to eligible clients who are experiencing barriers to stable housing due to mental illness. Clients receiving OHBHI-funded services will receive comprehensive, coordinated care between the housing coordinator, Ryan White case manager and the client's mental health provider. Clients will be expected to participate in the development and implementation of a behavioral health plan that is closely integrated with and supported by accompanying housing assistance.

Supportive Housing Program (SHP)

The OHOP program provides permanent supportive housing to eligible clients experiencing homelessness. The Supportive Housing Program helps previously homeless clients obtain, and remain in permanent housing, as well as increase skills and/or income. Clients receiving SHP-funded services will receive comprehensive coordinated care between the housing coordinator and the client's Ryan White case manager.

Low-income Home Energy Assistance Program (LIHEAP)

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

III: 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 (OSSCR clients referred directly by the Department of Corrections may be eligible for OHOP assistance prior to enrollment in Ryan White case management).
4. The applicant is homeless or at risk of homelessness.
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.

For the majority of OHOP services the program is not required to verify U.S. citizenship or legal residency status, however lack of demonstrated citizenship or legal residency status might 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 during an initial assessment process.

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.

Referrals to OHOP

Per *DHS HIV Case Management and Supportive Service Program Service Definitions and Guidance*, referral to the OHOP program is required if: a person needs supplemental housing assistance more than two weeks in any fiscal year or who exceeds \$1,000 in Ryan White Program Part B housing assistance funds in any fiscal year.

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

1. Complete a full HIV case management intake and assessment.
2. Determine client's housing need. Refer specifically to the "Life Area: Housing/Living Arrangement" acuity.
3. Determine whether client meets basic OHOP eligibility criteria. If you are uncertain about whether a referral is appropriate, consult with the OHOP Housing Coordinator.
4. Complete the OHOP Referral Packet by:
 - a. assisting the client to fill out the OHOP Referral Packet
 - b. filling out the fax cover sheet with additional client information requested
 - 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. obtaining and including a signed DHS Authorization for Use & Disclosure of Information Form for the OHOP Program and landlords, property managers, utility companies (note that the client should not place their initials next to any boxes)
 - e. 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, current utility bills, etc.).
 - f. obtaining a copy of the rental agreement if client is already housed
5. Fax the completed OHOP referral packet to your local OHOP Housing Coordinator. Incomplete referral packets will be denied and the case manager will be requested to complete the missing information and resend.
6. The OHOP Housing Coordinator will acknowledge receipt of the referral packet by email within five business days.
7. Within 15 business days the OHOP Housing Coordinator will conduct a brief assessment with the client to determine eligibility for OHOP services. If the Housing Coordinator is unable to reach the client within 30 days from the first attempt to conduct the assessment the referral will be closed. The outcome of the assessment will be communicated to the Case Manager. 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 (see wait list policy).

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.

IV: Initial Assessment

A client is initially assessed for program eligibility within 15 days of receiving a completed OHOP Client Self Referral Packet. The assessment will include additional questions to determine client eligibility for available housing programs and development of an initial plan to meet the client's emergency, short-term, and/or ongoing housing needs. The initial information and referral plan may include:

- a. Coordination with the client's HIV 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. Referral to long-term affordable or permanent supportive housing programs like Section 8 or public housing
- e. Initiation of OHOP long-term rental assistance (or referral to the OHOP program wait list)

If necessary, the Housing Coordinator will prioritize assessment appointments for clients based on the living situation as identified in the referral packet. Clients who are homeless, in an uninhabitable housing situation, or accessing an emergency shelter receive the highest priority for an assessment 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 identify the client's situation in the referral packet.

From the point of the initial assessment the client is an OHOP participant and 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 HIV Case Managers to assure ongoing coordination of services.

V: Certification

The Housing Coordinator will contact the client to set up the OHOP Certification appointment within 30 days of notice that the client has been issued an OHOP slot. Once the appointment has been determined, the Housing Coordinator will send the HIV case manager an appointment confirmation via telephone or email. The certification appointment should be conducted in-person unless travel to meet the client in-person would cause undue delay in the 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. Ideally, the certification 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 or Housing Coordinator, though they may be conducted in the client's home if the client is homebound. 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. The HIV case manager must confirm homebound status. Lack of personal transportation is not cause for an in-home appointment.

If the client fails to attend the OHOP Certification appointment, the Housing Coordinator must begin a diligent search for the client.

During the certification appointment the Housing Coordinator will:

- a) Verify the client's current household composition.
- 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.
- c) In addition to the client, all adult household members must also complete and sign an OHOP Client Participation Agreement, Housing Plan, ROI for landlords, provide proof of income, and complete and sign Income Affidavits.
- d) 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.
- e) Determine potential client barriers to find or maintain stable housing.
- f) Work in collaboration with the HIV case manager and client to develop a preliminary 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) Referral to long-term affordable or permanent supportive housing programs like Section 8 or public housing.
 - v) Initiation of OHOP long-term rental assistance (or referral to the OHOP program wait list if a program slot is not immediately available).

After the certification, the Housing Coordinator will assemble the client file and complete the remaining tasks of the certification as outlined in the OHOP Initial Certification Checklist.

Household Types

The OHOP program recognizes the diversity in households in which persons with HIV/AIDS reside. The following policies govern the 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. 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.”

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.

d) Changes in Family Unit

The client is responsible for informing their OHOP HC regarding the new family member(s) within 15 days of the addition. In all cases, the landlord must approve the addition and must include additional members on the rental agreement. The verified income of the modified household including the additional person(s) must be such that the household continues to qualify for OHOP assistance.

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 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 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. Persons living in group homes or another institutional setting may qualify for OHOP assistance if rent is being charged for the unit and the unit is not subsidized by another program. 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 either 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 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 certification or, in absence of such documentation, certification by the 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.
- 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.

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 rental agreement. Any change in household status thereafter must be reported to the client's Housing Coordinator within 15 days, and ongoing OHOP assistance following the change in household status may be subject to OHOP program approval. 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.

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.

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. Costs associated with medical transportation, if paid out of pocket by the client and are not reimbursable by any other source.
6. Income of a live-in aide;
7. The full amount of student assistance paid directly to the student or to the educational institution (regardless if the student assistance must be paid back to the lender);
8. Amounts received under training programs funded by HUD;
9. 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
10. 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;
11. 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. 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;
12. Compensation from state or local employment training programs and training of a family member as resident management staff (includes DHS vocational rehab payments of any kind). 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;
13. Temporary, non-recurring or sporadic income (including gifts);
14. 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;
15. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
16. Adoption assistance payments in excess of \$480 per adopted child;
17. Deferred periodic payments of SSI income and social security benefits;
18. 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;
19. 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;
20. 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.

Self-employed clients must show documentation of gross monthly receipts. Bank statements, which show deposits, accounting records, payable/receivable records and federal income tax returns that show gross income, are ways to document monthly income. The OHOP program does not employ financial experts/accountants. It may be the responsibility of the client to prove income eligibility.

In situations where income is unpredictable or erratic Housing Coordinators will use the previous three months and annualize as a marker for current income.

Housing Coordinators must certify all income or justification for exclusion of income through review of documents or third party written verification. Copies of documentation must be kept in the client chart.

Client income will be verified at least 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 will recalculate the client share of rent amount.

Earned Income Disregard

The Earned Income Disregard, as it is commonly called, allows qualified individuals and families receiving housing assistance to keep more of their earned income. EID allows the HH to receive one year of full income disregard and one year of half disregard in a 48-month period. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency.

Clients may receive this assistance once in their tenure as an OHOP participant.

Earned Income Disregard does not qualify a HH for OHOP assistance. 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, including completion of the Earned Income Disregard Worksheet.

Affidavit of 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, the program will only

accept applicants declaring zero income in limited cases. Applicants reporting zero income must complete the “Affidavit of Self-Disclosed Income” and attest that he or she will apply for benefits for which he or she is eligible (i.e. food stamps, SSDI, SSI) within 30 days of signing the affidavit. The client will be required to provide proof of application for disability benefits and/or other financial benefits at that time. 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.

VI: 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 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. It is the desired outcome that clients provided housing assistance with OHOP funds will 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.

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. 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.

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. An appropriate intervention to assist a client experiencing difficulty should include a case conference with the HIV case manager and mental health professional if applicable.

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, HIV case managers and the client’s mental health professionals (if applicable), to identify potential issues and barriers relating to individual client’s housing stability 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, criminal history and/or mental health 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 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.

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 referral form and the certification form. This 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 five broad sets of information:

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 rental history. Did the client pay his or her rent on time each month? Were there any evictions where the landlord filed court papers? 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, and proximity to services, pets or service animals.
4. Expenses and Budgeting Assessment

5. Other Eligible Services

- ✓ Applying for other services that the client may be eligible for, such as food stamps or other forms of rental assistance (such as Section 8)

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 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 of each activity, and (upon update) the date that each activity is completed or revised and the outcome of that completion or revision. The client, HIV case manager, and Housing Coordinator will agree upon the initial Client Housing Stability Plan and subsequent revisions. When applicable, the client's mental health professional will receive a copy of the initial plan and any revisions thereafter.

The specific activities identified in any given client's Housing Stability Plan are 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 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 and finally; Housing Stability Plans for OHBHI clients will address ongoing participation in mental health treatment aimed to increase housing stability and access to HIV care.

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 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. 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. This includes updating client progress toward meeting stated goals, revising the Housing Stability Plan as necessary, and documenting client progress toward meeting stated goals in the case notes. Anytime the Housing Stability Plan is updated and signed by the client, a copy must be sent to the HIV case manager and if applicable, the client's mental health professional. A copy of the revised Housing Stability Plan will be kept in the client's HIV case management file and in the client's OHOP file. For OHBHI clients, the client's mental health professional will also receive and file a copy of the revised Housing Stability Plan.

VII: Deposit Assistance

Initial Deposit and Move-In Cost Assistance

Clients new to the OHOP long-term rental assistance 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, 7) deposit necessary to obtain utilities. OHOP assistance may not include payment of application fees or moving expenses (i.e. truck rental, moving service). Please note that it is not uncommon for landlords to request a full months rent at move-in, even if the move-in date is a few days after the first of the month. In this case, the second month rent will be prorated.

The total amount of deposits and move-in fees may not exceed two times the normal monthly rent and are only allowable once per household/per year. In addition, deposit assistance may be provided to clients not receiving OHOP long-term assistance if the deposit assistance is necessary to assist the client in accessing other subsidy assistance programs (i.e. Section 8, Shelter Plus Care, Home). This assistance must be pre-approved by the Program Coordinator.

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. Upon move-out or termination of OHOP assistance, Housing Coordinators will send a Move-Out Accounting Letter to the Landlord, reiterating their obligation to provide a move-out accounting and, if applicable, the return of deposit monies to the OHOP Program. The Financial Operations Analyst will conduct any follow-up necessary to assure repayment of funds to the program.

Additional Deposit and Move-In Assistance

In general, clients who move from one OHOP-assisted unit to another will only receive additional move-in cost assistance when they can demonstrate that they are leaving the subsidized unit in the same condition as it was when they moved-in. When feasible, Housing Coordinators will conduct exit inspections to assess rental units for damage beyond normal wear and tear. Based on their findings, additional deposit assistance may be provided. 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.

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 contingent on the approval of the Housing Coordinator.

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. Upon termination of OHOP assistance, Housing Coordinators will send Move-Out Accounting Letters to Landlords, reiterating their obligation for a move-out accounting and, if applicable, return of deposit monies to the OHOP Program. The Financial Operations Analyst will conduct any follow-up necessary to assure repayment of funds to the program.

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 Financial Operations Analyst and copying 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.

VIII: 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). However, the OHOP program can assist with housing units designated as “Affordable Housing”. Financial assistance to clients may include and is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including utility assistance).

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.

Long Term Housing Assistance Wait List Policy

The OHOP waiting list policy ensures that the people in the greatest need get housed first. Housing need is assessed by using the client’s OHOP living situation assessment, as determined by the Housing Coordinator with input from the HIV case manager. It is imperative that HIV case managers and OHOP Housing Coordinators accurately represent the client’s living situation acuity to assure that the clients in immediate crisis are served first. Eligible persons will only be referred to the OHOP wait list if they are eligible for long-term assistance at the time of referral. Persons may not “hold” positions on the wait list in anticipation of life changes that could qualify them in the future.

Placement on the OHOP waiting list will be determined by the OHOP Program. Clients will be moved from the waiting list to OHOP program service based on priority level and funding availability. Priority level will be determined first by the OHOP living situation assessment, by date referred to the OHOP program and whether the client qualifies for a specific program element (OSSCR, OHBHI, etc). Living situation assessment levels are:

Acuity Level #2	Acuity Level #3	Acuity Level #4
<input type="checkbox"/> Formerly independent family or individual temporarily residing with family or friends – projected time allowed to stay > 30	<input type="checkbox"/> Formerly independent family or individual temporarily residing with family or friends but must leave within the next 30 days	<input type="checkbox"/> Homeless, (living in emergency shelter, car, on street/camping, etc.)

days		
<input type="checkbox"/> Housing is in jeopardy due to projected financial strain (>30 days); needs assistance with rent/ utilities to maintain housing	<input type="checkbox"/> Housing is in jeopardy due to immediate projected financial strain (<30 days); needs assistance with rent/utilities to maintain or find new housing	<input type="checkbox"/> Home uninhabitable due to health and/or safety hazards
<input type="checkbox"/> Living in long-term (>1 mo.) transitional rental housing.	<input type="checkbox"/> Living in temporary (<1 mo.) transitional shelter	<input type="checkbox"/> Eviction notice received (72 hours or less)
<input type="checkbox"/> Client incarcerated (release date >3 mo.)	<input type="checkbox"/> Client incarcerated (release date <3 mo.)	
	<input type="checkbox"/> Eviction notice received (<30 days)	

Housing Coordinators may update the client referral at any time based on the client’s current housing situation. If the Housing Coordinator determines that a client on the wait list no longer requires OHOP assistance or no longer qualifies for OHOP assistance, they may withdraw the client’s referral to the wait list. It is imperative that the Housing Coordinator consults with the HIV case manager prior to removing a client from the wait list. Additionally, clients committing Category 1 Violations while on the OHOP wait list may be removed.

As the OHOP Program is informed of vacancies, the applicant’s HIV case manager will be immediately contacted. If the client is unable to begin the certification process within 30 days, the next applicant from the waiting list will be contacted and the first applicant will be removed from the wait list. 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 annually. The purpose of this contact is to confirm continued interest in the waiting list and to confirm the information submitted on the OHOP Referral Form.

Housing- Rental Search Guidelines

During the certification appointment, 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 applicable to the client’s household composition by setting out the required living areas 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 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 may 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 the identified client need. 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 the 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 removal from the wait list. However, the Housing Coordinator has 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. Any approved extensions must be documented 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) Per HUD policy, 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 the client with a "Notice of Expiration of Housing Search Period" letter. 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 client, in consultation with the HIV case manager, must submit an updated referral packet with updated supporting documentation (when applicable) to the Housing Coordinator.
- 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.
- c) 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. When a program slot is issued to the client, the housing coordinator will recertify the client, and the client will begin an additional housing search period not to exceed 60 days unless otherwise approved by the Program Coordinator.
- d) 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.
- e) During the second certification, the Housing Coordinator, HIV case manager, and client will complete a revised housing plan listing the steps necessary to obtain housing in the specified timeframe.

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.

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.”

Occupancy Standard

The occupancy standard established by the OHOP program follows the Section 8 Housing Choice standard. Federal policy limits subsidy support to the smallest number of bedrooms needed to house the client and household members without overcrowding. Therefore, the rental unit must be consistent with the space requirements under the local Housing Authority quality standards:

- The rental unit must have a living room (which may also be a sleeping area), a kitchen area, and a bathroom.
- The rental unit must have at least one bedroom or living/sleeping room for at least two persons, and be in accordance with the local Housing Authority occupancy standards. Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping area.
- In determining allowable unit size, a married couple or domestic partners will be limited to one bedroom when calculating minimum number of bedrooms.
- 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.
- 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, unless the larger unit complies with the requirements of the 1 bedroom FMR for the area.
- A child who resides for at least 183 days/year with the subsidized family or is temporarily away from the home because of placement in foster care is considered a member of the family in determining household unit size. Documentation to verify this, such as court-approved parenting plans or filed tax returns, must be provided to the OHOP Housing Coordinator.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- 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, including the age and genders of children in the household. Each individual household may have a lower maximum

unit size than that listed here. OHOP will follow guidance from the local housing authority when unit size is not clear from this guidance.

Rent Standards

OHOP housing assistance may not exceed the difference between the rent standard or reasonable rent for the unit 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.

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. HUD will publish Fair Market Rents (FMR) annually. Housing Coordinators will utilize current FMR information when calculating rent.

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 to any increase. 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 is required to permit an approved move or 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 within each grant 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 submit an FMR Overage Request Form to the OHOP Program Coordinator who will determine whether it meets the following criteria for an overage approval:

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% per grant 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

If the OHOP Program Coordinator approves the overage request, it is then forwarded onto to the Financial Operations Analyst who approves the overage if there are less than 20% of assisted households on the grant who are receiving an overage. The Housing Coordinator then saves a copy of the client's OHOP Subsidy Calculation Worksheet under I:\OHOP\Tracking Sheets\FMR Overages. Overage authorizations must be kept in the client chart.

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.

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 also complete and document in the client record 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 Craigslist). 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.

Client Rent Portion

Clients must contribute towards the monthly rent payment based on the household’s monthly income. Housing Coordinators complete OHOP Subsidy Calculation Worksheets to determine the amounts that clients are responsible for paying. The subsidy amounts are based on the following guidelines:

- 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 on their behalf by mail.

Clients receiving public or private utility assistance may also be eligible to receive Ryan White Part B assistance through the HIV case manager in emergency situations (i.e. client's power has been shut off), 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.

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

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 without approval from the Housing Coordinator. The client will also be reminded: (a) that any lease or rental agreement should be reviewed by the Housing Coordinator prior to the client entering into the agreement; (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

The following materials may also be provided:

- 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.
 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. HIV case managers may be able to assist with application fees, if there is sufficient evidence that the client is unable to pay the application fees.
 4. If a landlord approves a client to rent a unit, the Housing Coordinator will:
 - a) confirm that the unit meets rent reasonableness, occupancy, and rent standards
 - b) complete a habitability standards inspection
 - c) obtain signed OHOP Landlord Participation Agreement
 - d) review a copy of the rental agreement or lease and obtain a copy of the signed document
 - e) complete a Rental and Utility Request form and submit the initial request for payment to the Financial Operations Analyst within five business days. The Housing Coordinator will also issue a Move-in Authorization Notice 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 verification that the unit complies with program requirements, OHOP support will begin rental assistance 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 conduct the steps outlined above prior to beginning rental assistance at the existing unit.

Review of Rental Agreement Terms

The client and landlord must enter into and execute a rental agreement for the rental unit. The client must have legal capacity to enter into a 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 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.

New Landlord Vendor Account Set-Up

Once the Housing Coordinator receives all required documentation from the landlord and has completed all steps outlined above, the Housing Coordinator issues to the client a written Move-In Authorization Notice within five business days. This notice will be provided to the client, landlord and the HIV case manager. This Notice requests that the client sign and return the form, thereby documenting that he/she accepts responsibility for paying his/her share of the move-in costs and monthly rent.

To initiate payment to the new landlord, the Housing Coordinator submits a Rental and Utility Request form to the Financial Operations Analyst. The Financial Operations Analyst reviews the information for completeness and 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.

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 OHOP Assistant 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 OHOP Assistant when monthly rent requests are approved. The OHOP 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 and Utility Assistance Request form to the Financial Operations Analyst with a copy to the Program Coordinator. The Financial Operations Analyst will submit these requests for payment via revolving funds. If rush payment is required, Housing Coordinators should notify the Financial Operations Analyst by writing "Expedited Payment Request" in the subject line of the email and sending it and the attached Rental and Utility Assistance Request form as high priority. 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 Assistant immediately. If an error has occurred by the program, the OHOP Assistant will consult with the Financial Operations Analyst to correct any issues. Once the problem has been determined the Housing Coordinator will contact the landlord, the client and HIV case manager (if necessary) 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 Financial Operations Analyst 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.

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 the 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 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, the Housing Coordinator completes the Utility Payment Request section of the Rental and Utility Assistance Request Form and sends via email to the OHOP Assistant. The Financial Operations Analyst will be cc'd on this email. The OHOP Assistant 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 OHOP Assistant will automatically process monthly payments to the utility company on an ongoing basis. Each month, the OHOP 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 OHOP Assistant of the change by emailing an updated Rent and Utility Assistance Request form to the OHOP Assistant with a copy to the Financial Operations Analyst.

Requests To Move

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 housing program, and in situations where the client household faces an immediate threat to the health or safety of household members, the client household will need to work closely with their Ryan White case manager, domestic violence shelter providers, law enforcement, if applicable, or other emergency service 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 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 may be made in writing or verbally, 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.

- a) Upon receiving a request to move, the Housing Coordinator reviews the current 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 rental agreement 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 approval of the request to move, the Housing Coordinator mails the client new Housing Search Guidelines and informs the client of the following: (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 Housing Coordinator must also remind the client 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 agreement.

In the event that a client requests a request to move 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 requested 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 Violation, which may be grounds for OHOP 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 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.
4. The client must secure a Move-in Authorization Notice from the Housing Coordinator in the new OHOP region.

HOPWA Habitability Standards & Inspection

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 OHOP assistance. In some circumstances the Housing Coordinator may take pictures of the vacant unit at the time of inspection. Pictures taken at the time of inspection may be used as verification of the units state at the time of client move-in. Under no circumstances will pictures be taken of persons, property or identifying information. Any photos taken at the time of inspection will be kept in the client file along with the inspection report.

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 (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. At the time the unit passes the Habitability Inspection the Housing Coordinator must inform the OHOP Assistant via e-mail of the date the unit passed inspection. This written notification should be printed and placed in the client's file.

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. 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. No more than three inspections (the move-in inspection and two re-inspections within thirty days if necessary) will be undertaken. Under some circumstances the Housing Coordinator may note resolutions to an identified inspection violation via phone with the client and/or landlord. Housing Coordinators may authorize an additional thirty (30) days in the event that the landlord progresses in rectifying the issues outlined in the inspection report. If after 60 days, the unit does not pass inspection the Housing Coordinator will assist the client in beginning the moving processes or ending OHOP rental assistance.

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.

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.

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 consulted with the Housing Coordinator. If conditions pose a safety risk to the client and his/her household, the Housing Coordinator will perform an inspection within five business days.

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 first consulting with the Program Coordinator. The Program Coordinator will require the following documentation prior to approving or denying emergency deposit assistance: (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 five business 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.

OHOP Request for Inspection

At any time OHOP may conduct an inspection of the unit based on their own impressions or concerns and complaints from the landlord, neighbors, case manager, parole officer or other source with knowledge of the clients housing stability.

Exit Inspections to Facilitate Return of Deposits

When a client vacates a unit, 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 should, when reasonable, perform an exit inspection as close to the move-out date as 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.
- c) The housing Coordinator will mail a Move-Out Accounting-Deposit Refund Letter to the landlord, which includes a request for a move-out accounting and instructions for returning deposit monies.

IX: Recertification

Under federal regulations governing the OHOP program, any active client must be recertified for participation in OHOP 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.

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 should commence recertification and the inspection process ninety (90) days prior to the annual deadline.

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 an 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.

a) **Face-to-face Appointments**

The client who is mobile and able to travel is requested to meet the Housing Coordinator in order to conduct the OHOP Recertification.

b) **Homebound Clients**

The client who is homebound is scheduled for an in-home OHOP Recertification 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. The HIV case manager will confirm homebound status. Lack of personal transportation is not cause for an in-home Certification appointment.

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.

Recertification Process

The Housing Coordinator will complete the following during recertification:

- 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) Review with the client general program rules, including housing search and move-in procedures, if applicable, grievance process and explain the contents of each program form and notice.
- d) Obtain an updated "Client Participation Agreement".
- e) Obtain an updated "Authorization for Use & Disclose of Information".
- f) Go over client's monthly household budgeting to ensure continuing self-sufficiency.
- g) Review and update the client's housing stability plan.

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 as outlined in these policies. Therefore, the first inspection should be scheduled to take place about ninety (90) days prior to the client's program anniversary date to give plenty of time to secure an inspection pass.

In order to complete the recertification process the Housing Coordinator must complete the Certification/Recertification Form, mail the client a Continuation Authorization Notice documenting the amount of monthly OHOP rental subsidy as well as the client's portion of monthly rent, and complete the OHOP Recertification Checklist to ensure that all required documents are complete, have been cc'ed accordingly and are filed in the correct sections of the client's OHOP file.

Diligent Search for Client

If the Housing Coordinator attempts to contact a client by telephone or in person three 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 an 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 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;
 - iii) If feasible, 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.

X: Policies Specific to OSSCR

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, through a criminal history background check, or other documentation provided by client (such as release paperwork).

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 OHOP Program by staff of the Department of Corrections (DOC) or the applicable local criminal justice authority. OHOP Program staff will send an email notification of receipt to the referring DOC or local criminal justice authority staff person and the appropriate OHOP Housing Coordinator within 2 business days.

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 assessment 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 to which the prospective client will be released, in order to begin case management services immediately upon 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.

XI: Policies Specific to OHBHI

The Oregon Housing and Behavioral Health Initiative (OHBHI) is funded through a HOPWA Special Projects of National Significance (SPNS) grant. The project represents a unique collaborative client service model that includes the effort of supporting professionals in HIV housing, HIV case management, Cascadia Behavioral Health, and local mental health professionals. The diagnosis and treatment of mental health issues are essential to the physical health and quality of life of people living with HIV. Psychiatric disorders are a barrier to medical care and adherence to medications, and several studies have found that depression, stress, and trauma can lead to disease progression and increased mortality. The power of mental health treatment to reduce depression and anxiety, combined with permanent supportive housing services, improves adherence and HIV health outcomes and can reduce the likelihood of death from AIDS-related causes.

In order to assure program access to the greatest number of clients and to utilize federal funds efficiently, it is required that OHBHI clients participate in local community mental health services. Nearly 100% of HIV positive persons living in Oregon have access to full insurance coverage. Therefore, it is important that persons participating in this program utilize their insurance carrier when seeking mental health treatment.

Clients who receive OHBHI 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

OHBHI-eligible clients must meet all general OHOP eligibility criteria, and additionally there must be sufficient evidence that the client has behavioral health issues (past or present) that could present barriers to accessing and maintaining housing. Eligibility is documented through HIV case management assessment, Housing Coordinator assessment and on initial verification provided by the client's local mental provider.

OHBHI Program Referrals and Wait List Process

OHBHI program referrals and wait list procedures occur in the same manner as all OHOP referrals except for the following differences:

1. During the OHOP initial assessment of the client situation, the Housing Coordinator will determine whether the client may qualify for OHBHI services based on mental health history.
2. If it is determined that the client be placed on the OHOP wait list, the Housing Coordinator will submit a wait list referral, with a presumptive OHBHI qualification based on information received during the initial assessment.
3. When an OHBHI eligible client is removed from the wait list, the OHOP program will send email notification to the Housing Coordinator and HIV Case Manager to commence with OHOP Certification.

4. As a part of the OHOP Certification Process the client must identify a local mental health provider with 30 days. It is expected that the Ryan White funded case manager will assist in this process.
5. The Housing Coordinator must obtain the Mental Health Provider Eligibility Verification form, Mental Health Provider Participation Agreement and updated Release of Information allowing OHOP to contact the client's mental health provider prior to the approval of rental assistance. This applies to both clients new to mental health services and those continuing with a local mental health provider. This documentation must be kept in the OHOP client record.

Housing Planning

The current OHOP Housing Plan will be provided to the client's local mental health professional and any subsequent revisions thereafter. In turn, the OHBHI mental health professional will provide the Housing Coordinator quarterly verification that the client is participating in mental health services. Quarterly verification will be documented using the Quarterly Check-In Form and included in the OHOP client record.

Roles and Responsibilities

Assuring ongoing communication, collaboration and coordination among the client, Housing Coordinator, HIV Case Manager and the local mental health provider is critical to the client's success in the OHBHI program. It is important that staff understand their individual responsibilities and carry them out accordingly.

Housing Coordinator:

In addition to the roles and responsibilities outlined in these policies, the Housing Coordinator will act as the primary liaison between the HIV Case Manager and the OHBHI mental health professional. Although this program is funding mental health services, the ultimate goal is to assist persons in accessing and successfully maintaining long-term stable housing. Therefore, the Housing Coordinator is responsible for assuring compliance with program requirements. Because of this, the Housing Coordinator will check in quarterly with the client's local mental health provider and HIV Case Manager. The goal of this includes, but is not limited to, sharing of current plans, reducing red tape for the client, developing strategies to assist the client more effectively, and discussing client violations or compliance issues. In the case of an OHOP or OHBHI program violation, the Housing Coordinator will be responsible for sending appropriate documentation to the client, and utilizing the program violation policies set forth in this manual. A copy of the document will be placed in the OHOP file and given to the HIV Case Manager and local mental health provider if deemed appropriate by the Housing Coordinator.

Mental Health Provider:

The client's local mental health provider is a partner in OHOP's ability to assist the client in remaining stably housing. As a partner of the OHOP program the local mental health provider must agree to the following:

1. The Mental Health Provider must be a licensed counselor in the State of Oregon or a Qualified Mental Health Professional recognized by the client's insurance company.

2. The Mental Health Provider will receive a Release of Information from the client (provided by the Housing Coordinator) providing permission for the Mental Health Provider and Housing Coordinator to discuss the client case generally.
3. The Mental Health Provider must conduct an initial mental health assessment upon enrollment in the OHOP program (regardless of whether the client is new to you or continuing), verifying that the patient's mental health condition may act as a barrier to their ability to remain stably housed.
4. The Mental Health Provider understands that the Housing Coordinator will contact them quarterly to verify that the client continues mental health treatment services.
5. The Mental Health Provider should notify the client's Housing Coordinator of any concern regarding the client's ability to maintain housing independently.
6. The Mental Health Provider should notify the client's Housing Coordinator if the client discontinues mental health services.
7. The Mental Health Provider understands that if it is determined that mental health services are no longer necessary and/or treatment has ended that the mental health provider will inform the Housing Coordinator. This decision will not affect the client's ability to continue receiving housing assistance from the OHOP program.
8. The Mental Health Provider understands that if additional services are recommended, the Housing Coordinator can assist the client in accessing additional services (i.e. alcohol and drug treatment).
9. The Mental Health Provider must bill the client's primary insurance company for services rendered. Secondly, the Mental Health Provider must bill CAREAssist for the client's copay (if the client is enrolled in CAREAssist). If the client's insurance does not cover the services rendered, the OHOP program may be billed directly (see information below).
10. The Mental Health Provider acknowledges that all payments are contingent upon the client's continued eligibility for and participation in the OHOP program. The OHOP program will provide the Mental Health Provider 30 days notice in the event of client termination from the program.

HIV Case Manager:

In addition to the roles and responsibilities outlined in these policies as well as the duties outlined in the HIV Case Management Standards of Service, the HIV case manager will assist clients in identifying local mental health services upon the initiation of the certification process. Additionally, HIV Case Managers will participate in case conferences as outlined above for OHBHI eligible clients to assure that services to clients are provided in a cohesive, efficient way. The HIV case manager may be asked to share information related to client insurance type, mental health provider contacts, or other information necessary for the successful participation in the OHBHI program.

Termination Practices

The OHOP program recognizes that OHBHI-eligible individuals may be at higher risk of continued behavioral challenges associated with their mental health status. While OHBHI project participants are subject to all OHOP termination policies, it is expected that the HIV case manager, Housing Coordinator and local mental health provider work in close collaboration to avoid termination.

OHOP program management reserves the right to waive or amend program policies on a case-by-case basis, particularly in situations where ongoing consultation with a client's mental health provider indicates that the client continues to make progress in their individualized treatment plan.

In the event that an OHBHI client is terminated for program violations, the local mental health professional will receive 30 days notification.

X: Policies Specific to SHP

The Supportive Housing Program (SHP) is funded through Housing and Urban Development, Rural Oregon Continuum of Care (ROCC) and through Lane County Continuum of Care to provide permanent supportive housing through scattered site housing. The Supportive Housing Program goals include: helping previously homeless clients obtain, and remain in permanent housing, increase skills and/or income. The condition of homelessness itself can be damaging to one's self-determination; achieving a greater sense of self-determination enables the participant to gain needed confidence to make the transition out of homelessness.

Eligibility

SHP-eligible clients must meet all general OHOP eligibility criteria in addition to the following:

Lane County Continuum of Care:

Clients must be Lane County residents referred to the program as unaccompanied chronically homeless persons as defined by SHP guidelines.

<http://www.hudhre.info/index.cfm?do=viewShpDeskguide>

Rural Oregon Continuum of Care:

Clients must reside in a rural Oregon county as defined by the ROCC and be referred to the program as a homeless unaccompanied individual as defined by SHP guidelines (link above).

Homelessness must be verified prior to SHP assistance. Any written verification must be provided on agency letterhead, signed and dated. Acceptable documentation may include:

- a letter from a local emergency shelter
- a letter from a transitional housing agency (individual must have been homeless prior to entering transitional housing).
- a letter from an outreach/social worker/case manager with experience working with the potential client, who can verify homeless status (client was living on the streets)
- a letter from a jail/prison staff verifying that the individual will be homeless at the time of release. Persons must have resided in jail/prison over 30 days.
- formal eviction documentation indicating that the participant was being evicted within the week before receiving SHP assistance.
- persons fleeing domestic violence situations (must document lack of resources, lack of subsequent residence and lack of support)

SHP is the only OHOP program that is not available to undocumented immigrants. Therefore, in order to be eligible for SHP services, the program must verify United States citizenship.

Client Certification & Client Records

In addition to the OHOP forms that must be completed and provided to all OHOP clients, the Housing Coordinator must also provide the SHP participant with the "OPUS Data Collection System, Privacy Notice To Consumers of Services" notice (available in English and Spanish). In

addition, the Housing Coordinator must complete the SHP Housing Information Form and the HUD Assessment Form and submit this to the Financial Operations Analyst along with the Rental and OHOP Utility Assistance Request form.

The OHOP program must enter client level data into the OPUS system for all clients receiving rental assistance through SHP funding.

XI: Policies Specific to LIHEAP

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

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

OHOP staff position	LIHEAP program role
Housing Coordinator	Intake Worker
Program Coordinator	Energy Assistance Coordinator, OPUS Agency Administrator
Financial Operations Analyst	Fiscal Contact
Program Manager	Program Manager

OHCS Energy Assistance Programs Manual

Oregon Housing and Community Services publishes the Energy Assistance Programs Manual (hereafter “Programs Manual”), which provides comprehensive statewide policy and procedure regarding the implementation of the LIHEAP program. OHOP staff implementing the LIHEAP 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 LIHEAP program services definitions, guidance, policy and procedure outlined in the Programs Manual will be followed by OHOP program staff in the implementation of the LIHEAP program with the following noted exceptions:

OHOP Program LIHEAP policy and procedure exceptions:

Client Eligibility: LIHEAP assistance is available to enrolled OHOP clients if eligibility criteria are met. Secondly, persons may qualify for LIHEAP assistance while on the OHOP program wait list if funds allow. Clients may not be referred to the OHOP program solely for the purpose of obtaining LIHEAP program assistance.

Disability Determination: For purposes of implementing the LIHEAP 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: The OHOP LIHEAP Request Form will substitute for all client pre-screening and intake procedures related to the LIHEAP program.

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

OHOP document	LIHEAP document
LIHEAP Request Form	Energy Assistance Program Application
OHOP income verification documents (see Required Forms of Income Verification and Documentation of Expenses in Appendix B)	LIHEAP 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 LIHEAP program will be facilitated through the OHOP Concerns/Complaints & Grievance Process.

Additional Differences in OHOP Policy versus LIHEAP Policy

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

Determination of Household Membership:

LIHEAP 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 LIHEAP 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 LIHEAP. In these situations, for the purposes of providing LIHEAP services, OHOP housing coordinators must collect information regarding all LIHEAP-defined household members for entry into the OPUS system and determination of LIHEAP eligibility.

Income Eligibility:

Not all clients eligible for the OHOP program will be eligible for the LIHEAP program. LIHEAP 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 LIHEAP program income eligibility guidelines.

Included / Excluded Household Income:

Generally, LIHEAP guidelines regarding income are nearly identical to OHOP guidelines. The following are exceptions:

- Income which is *included* in LIHEAP and *excluded* in OHOP:
 - Training allowances from Federal or State Employment programs
- Income which is *excluded* in LIHEAP and *included* in OHOP:
 - Dividends, interest, and royalties (excluded from LIHEAP 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 LIHEAP. Even if an OHOP client is eligible for Earned Income Disregard, all household income should be included under LIHEAP policy.

Client Eligibility in Certain Institutional Housing Situations:

Clients may be eligible for OHOP services, but are not eligible for LIHEAP services in the following institutional housing situations:

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

Outreach to active OHOP clients

The OHOP program will contact active OHOP clients at the beginning of each heating year to determine their eligibility and need for LIHEAP assistance. The mailing will include a notice of LIHEAP eligibility, 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 LIHEAP 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 and/or the client's HIV Case Manager to provide the requested information.

Outreach to clients on the OHOP wait list

As funds allow and at the direction of the OHOP program, clients on the OHOP wait list will be contacted by their HIV Case Manager at the beginning of each heating year to determine initial LIHEAP eligibility and need. If a wait-list client needs LIHEAP assistance, the client's 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 Determination

Housing coordinators will use information gathered through the outreach process to assess clients for LIHEAP 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 LIHEAP 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 Eligibility

If a client is determined to be eligible to receive LIHEAP assistance, the Housing Coordinator must assure that the eligibility is documented prior to initiating a LIHEAP 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 LIHEAP-specific documentation outlined for active OHOP clients.

OHOP Housing Coordinators will request LIHEAP 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 LIHEAP 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 LIHEAP payment and associated authorization number
8. Provide the client with documentation of the requested LIHEAP payment
(Refer to specific instructions in the Energy Assistance Programs Manual)

LIHEAP Approval and Payment

The OHOP Program Manager will review LIHEAP requests on a weekly basis and approve requests when they are complete and consistent with program requirements. The Financial Operations Analyst will batch and process payment requests on a weekly basis. All payments will be made directly to vendors.

XII: 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 and conducts initial assessment of need. Initiates quarterly contact with HIV case managers to case conference on shared clients.
- b) Certifies an applicant 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 housing stability plans and recommend available OHOP and community-based housing assistance. Housing Coordinator will contact the HIV Case Manager at least every 6 months to case conference regarding the client's housing stability.
- 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. Assists the client in developing a Housing Stability Plan. Updates this Housing Stability Plan at least annually, or as items are completed or revised.
- l) Conducts annual housing inspections for units subsidized through long-term rental assistance.
- m) Explains 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 and conducts follow-up and monitors progress in meeting housing stability goals. 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.

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. **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 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 \$1000 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 assisting the client in submitting, and if necessary, completing the OHOP Referral Packet. Referral packets must be complete when submitted to the OHOP program. Incomplete referral packets will be sent back to the HIV Case Manager and will not be processed.
 - c) Participate in case conferences with Housing Coordinators on shared clients.
 - d) 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.
 - e) Assist the client and Housing Coordinator in locating a suitable housing unit.
 - f) Update the client's Authorization for Use & Disclose of Information to include the OHOP program and Housing Coordinator.
 - g) Participate in annual OHOP recertification appointments with the client and Housing Coordinator if possible.
 - h) 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. Assist in supporting the client in meeting Housing Stability Plan goals.
 - i) For clients who have been terminated from OHOP program 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. 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.

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 by the Housing Coordinator.
- b) Notify the Housing Coordinator of any changes in income or financial eligibility and household composition within fifteen (15) business days of the event. Such changes are:
 - A family member moves out of the assisted unit.
 - The client moves a family member into the unit.

- An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- c) Maintain a current mailing address and phone number with the Housing Coordinator and HIV case manager at all times.
 - d) Participate in the development of, 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.
 - e) 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.
 - f) Keep scheduled appointments with the Housing Coordinator or any other OHOP staff person.
 - g) Advise the Housing Coordinator of any problems related to OHOP assistance and cooperate in resolving those problems. Provide accurate, comprehensive information regarding your housing situation at all times.
 - h) Treat OHOP program staff with respect and courtesy at all times.
 - i) Ask questions about any aspect of OHOP assistance not understood.
 - j) Comply with all OHOP program regulations, rules and guidelines.

Client Compliance with 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 Termination processes.

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 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 rental agreement. Assume responsibility for paying 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 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) Comply with all terms of the rent agreement;
- k) Request permission to move directly to your Housing Coordinator sixty (60) days in advance of a desired move date. ***Moving without program authorization 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.***
- l) Respect the rights, property, and privacy and/or confidentiality of others and their right to peaceful enjoyment of their rental premises.

Clients' Rights

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 upon request.
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.

Landlord Responsibilities

The OHOP program must have a signed 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 an 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) 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 program 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 understands that additional payments beyond the approved OHOP rent amount outlined in the rental agreement, may not be requested by the client or accepted by you.
15. 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.
16. The Landlord acknowledges that all payments are contingent upon funding due to federal program appropriation and/or local reimbursement.

17. The Landlord acknowledges that all payments are contingent upon the client's continued eligibility for and participation in the OHOP program.
18. The Landlord acknowledges that the OHOP program reserves the right to verify information provided by the client or by the rental agency to assure compliance with program requirements. This includes, but is not limited to, other DHS programs, the Oregon Employment Department, including information regarding your reported wages and earnings or any compensation received through the Unemployment Insurance Center, the Oregon Department of Motor Vehicles, including your current address, and any other publicly-available sources of information."

XIII: Client Confidentiality

Oregon law prohibits disclosure of results of HIV testing without the consent of the person tested or as authorized by a statute or rule. Without either, HIV information cannot be released in a way which identifies the person tested, regardless of how the information was obtained. 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.

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

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 is protected, 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). 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 locked filing carrier.
- d) The OHOP program will maintain a central database of all OHOP clients and the Department of Human Services, HIV Care and Treatment Program will strictly control access to the database.
- 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 an 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 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 & Disclosure 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.

OHOP, as a program of DHS, requires that all clients receive the HIV Care and Treatment Program Information Sheet (DHS 8405) at the time of certification.

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, HIV case manager and if applicable, the OHBHI mental health professional.

Confidentiality Requirements Upon Client Death

Upon the death of a client it may be necessary to inform associates/family regarding the client death on a need to know basis. Under no circumstances will the OHOP program disclose protected health information or any information regarding the cause of death.

XIV: 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.

Requests for Reasonable Accommodation

The OHOP program will provide reasonable accommodation to persons with disabilities. 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 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, the client must request the reasonable accommodation directly to HUD, as the OHOP program does not have the discretion to authorize such accommodations.

The laws define 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 submitted/made 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 (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:

- a) The OHOP program will accept the judgment of an individual with a disability 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.
- b) 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 an 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.

If a requested accommodation is unlikely to provide the disabled individual with an equal opportunity to use and enjoy the housing, the Program will not grant that accommodation.

- f) 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 a 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.

The laws protect an individual who is not currently using drugs but has a history of illegal drug use. 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 may consult with the Fair Housing Council of Oregon.

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 twenty (120) days may be approved with appropriate documentation from a qualified professional verifying hospitalization or 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. In addition, 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.

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. The OHOP program will not provide legal advice to the client or participate in legal proceedings unless directed by the court to do so.

XV: Termination Practices

Participants who receive OHOP housing assistance may be terminated if the participant violates program requirements and/or conditions of occupancy. Clients committing Category 1 violations while on the OHOP wait list may be removed. 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.

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 authorized 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.
- 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 Housing Coordinator of a change in income within fifteen (15) days of the event.

- b) Failure to notify the Housing Coordinator of any changes in circumstances in order to obtain or continue to receive benefits within fifteen (15) days of the event.
- c) Failure to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- d) Failure to maintain regular contact with the OHOP program.
- e) Failure to cooperate with Housing Stability Plan reassessments.
- f) Failure to locate suitable housing within required time or failure to actively apply for and/or accept long-term stable housing assistance from other sources (i.e. Section 8).
- 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).
- j) 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.

Required Documentation

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.

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.
- 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 may not constitute enough 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. A non-medical person may mistake medical supplies required by PLWH/As as drug paraphernalia.
- e) Any other relevant documentation that substantiates a Category I violation.

Upon thorough documentation of the violation, the Housing Coordinator will forward a recommendation for termination to the OHOP Program Coordinator, along with a copy of the applicable evidence. 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. The Notice of Termination must comply with the requirements set forth below.

Program Response to Category II Violations

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.

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).

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. Documentation in the client's file of the client's efforts to make corrective action, or lack thereof should also be included.

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 abandoned the unit, moved without authorization or 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 must be faxed to the client's HIV case manager and sent by first class and 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 following removal from the wait list conditional upon meeting policy and procedures outlined in this document. Clients terminated for a Category I Violation involving documented fraud, violent crime (felony charge) or the manufacturing of Methamphetamine (felony charge) will not be eligible for referral at any time. 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 living situation acuity.
2. The client's HIV case manager must refer the client to the OHOP program by faxing a new referral packet to the local 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.
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 at any time.

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.

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 violent crime, fraud, or meth manufacturing)
GRIEVANCE ELIGIBLE?	No	No	Yes	No	Yes	Yes	Yes

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.

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; however, it is the responsibility of the Housing Coordinator to proceed with deposit return procedures during the eviction process. If the deposit included last month's rent, the Housing Coordinator would not request rent for that month.

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.

Termination Resulting in Client Death

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 up to 60 days. Assistance terminates upon the exhaustion of the grace period unless the household becomes OHOP eligible prior to expiration of the grace period.

Additionally, the OHOP program will not seek deposit refunds from surviving family members unless at any time in the future, the surviving family moves from the rental unit. In this case it will be expected that the landlord pay directly to the OHOP program the full refunded amount of any deposit paid by the OHOP program. Surviving family members 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.

XVI: Concerns/Complaints & 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 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. 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 any agreed resolution must be documented in writing.
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 in turn discuss the complaint with the relevant staff member.
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. 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 documented in writing 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 discuss directly with the HIV Care and Treatment Program Manager.

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.

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 upon request.
- 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. 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. However, if the client no longer resides

in the OHOP assisted rental unit (e.g. the client was terminated for abandonment of the unit, moved without authorization or has been evicted concurrent to the OHOP program termination), the OHOP program will not provide rental assistance at the client's new residence during the grievance period.

Determination of Merit

OHOP program 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/or 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 within ten business days of the determination. In cases where the client is dissatisfied with the outcome, clients will be referred to the Oregon Department of Human Services Ombudsman.

Program Grievance Examination

If the grievance is determined to have merit and no decision can be made based on the documentation alone, the OHOP program will schedule a date and time to hear the grievance. The grievance examination meeting 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.

Written notification of the time and place of meeting, accompanied by a copy of the grievance, shall be sent to the client's Housing Coordinator and to their HIV case manager and certified mail 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. #1105 Portland, OR 97232 unless otherwise stated.
2. Panel: The panel may consist of the HIV Care and Treatment Program Manager, HST Programs Manager, HIV Community Services Manager, a representative from the HUD field office, and a representative from the Fair Housing Council of Oregon. The client's Housing Coordinator and HIV case manager will not sit on the panel but will be invited to attend. All members of the 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 examination of the information, 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 grievance
 - b) The right to present evidence and arguments in support of the grievance

- c) The right to dispute evidence 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 meeting with the client
- g) The right to a decision within ten (10) business days based only on the evidence presented at the grievance meeting, 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 meeting)
- 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 meeting. Whenever possible, the Program will make the final written decision available in the client's preferred language

Representation

The client may elect to be represented by an advocate. If the client seeks legal representation, the OHOP program will be required to involve DHS legal council, which may delay, alter or end proceedings described in this section.

Failure to Appear

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

Conduct of Hearings

The HIV Care and Treatment Program Manager will conduct the grievance meeting. The grievance meeting will be conducted in an orderly fashion. Failure to comply with the directives of the HIV Care and Treatment Program Manager, by any participant in the meeting, may result in an exclusion from the meeting.

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 meeting.

Grievance Meeting Decisions

After the meeting, the panel will deliberate and make a final decision. The decision will be made in writing and will include the reasons for the decision cited by the grievance panel. The decision will be sent to the client via certified mail, return receipt requested, within ten business days. In addition, a copy will be sent to the client's Housing Coordinator and HIV case manager. A copy of the decision will be maintained in the central OHOP grievance file and the client's OHOP file.

The outcome of the grievance hearing will not in affect any rights the client may have to a trial or other review in any judicial proceedings, which may be brought in the matter. In cases where the client is dissatisfied with the outcome, clients will be referred to the Oregon Department of Human Services Ombudsman.

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.

XVII: Client Records

The OHOP program will maintain up-to-date, comprehensive 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.

Individual Client Charts

Housing coordinators will develop and maintain a client chart for each client enrolled in the OHOP program. The client chart will tell the client story from the time the client enters the OHOP program to the time they leave. Client case notes will be kept ongoing and will capture important details regarding eligibility and housing stability, to include any detail that is deemed important to OHOP service delivery and client assistance.

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:

- ServicePoint – Additional Profile
- Certification Form Parts 5 & 6
- Housing Stability Plan Signed
- ROI's (Case Mgr & General Housing)
- DHS Notice of Privacy Practices
- Client Participation Agreement
- Long-Term Assistance Referral
- Proof of OSSCR or OHBHI eligibility
- Client Referral Packet

Section 2:

- Case Notes and Correspondence
- Notification of Intake Availability

Section 3:

- Subsidy Calculation – EID eligible?
- Proof of Income
- Proof of Medical/Childcare Expenses
- Affidavit of Self-Disclosed Income

Section 4:

- Move-in Authorization and/or Continuation Authorization
- Request for Move-in Approval
- Housing Search Guidelines

Section 5:

Formal Correspondence to/from Landlord
Notifications of Rent Changes
Housing Inspection/Lead Notification
Rental Agreement
Landlord Participation Agreement

Section 6:

LIHEAP Request & Supporting Documents
Rental & Utility Assistance Request

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. If one folder is filled to capacity, a second folder should be started for the client and marked as an additional volume on the file cover. **No records are to be removed from the client chart.**

Each folder should be labeled with the following information:
The client Unique Record Number (URN) as provided by the HIV case manager
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. Paperwork must be completed in its entirety. If a section or question is not applicable staff will write "NA" for that question/section. Additionally, staff will utilize required checklists to assure all paperwork and processes have been completed, to include date of completion noted on the applicable checklist.

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 transferred to the central HIV Care and Treatment Program office when one of the following events occurs:

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

Closed OHOP client records will be archived and stored 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.
 - c. Send the original client record to the receiving Housing Coordinator via United Postal Service (or other contracted courier that offers full parcel tracking services).
 - d. The receiving Housing Coordinator will confirm receipt via email to the Housing Coordinator transferring the client.

XVIII: 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 assure OHOP program staff safety.

1. All Housing Coordinators will note in their email calendar the home visit appointment time, date and client URN. The expected return time should also be noted.
2. Housing Coordinators should consider selecting a code word that staff at the host agency and other OHOP staff 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.
3. All home visits should be scheduled during daylight hours.
4. 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).
5. All members of the staff doing home visits should carry a mobile phone, pager or personal alarm, or all of these.
6. 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.
7. Housing Coordinators should not enter a home unless invited to do so.
8. 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.