

# Oregon Housing Opportunities in Partnership (OHOP) Program Program Policies & Procedures

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## Oregon Health Authority

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# I: Introduction

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## *Overview*

The Oregon Housing Opportunities in Partnership (OHOP) program is funded under grants from the Department of Housing and Urban Development (HUD), Oregon Housing and Community Services (OHCS), City of Salem and other funds. OHOP is designed to assist people living with HIV/AIDS (PLWHA) in creating a continuum of stable, sustainable housing. The Oregon Health Authority directly administers OHOP in addition to the HIV Case Management Program and CAREAssist (Oregon's AIDS Drug Assistance Program) funded through the Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA). Because OHOP is funded primarily through federal grants, ongoing OHOP assistance is subject to the continued availability of funds.

The primary goal of OHOP is to assist clients in achieving and maintaining housing stability so as to avoid/reduce homelessness and improve client access to, and engagement in, HIV care and treatment. OHOP is designed to promote client housing and financial 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.

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 (subject to change to ensure consistent case load distribution):

Region 1- Northwest: Serves Clatsop, Lincoln, 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, Benton, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Linn, Malheur, Morrow, Umatilla, Union, Wasco, Sherman, Wallowa, and Wheeler Counties

## *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 this document, and to address individual scenarios that are not clearly addressed in OHOP policy and procedure.

- 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
- Homeless Emergency Assistance Rapid Transition to Housing Act (HEARTH)
- Supportive Housing Program Desk Guide
- HOME Tenant Based Rental Assistance Program Guidance/City of Salem Sub recipient Manual
- 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
- Applicable Oregon Health Authority Policies & Procedures
- 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:

- HUD Field Office staff
- HOPWA technical assistance
- Fair Housing Council of Oregon
- Housing Choice Voucher Program local programs, regulations and guidebook
- City of Salem staff
- Policy and procedure of the Oregon Health Authority
- Other local, state and national HOPWA/HUD grantees

## II: Program Services Overview

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### ***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, facilitate financial stabilization, coordinate housing planning activities with clients, enroll clients onto the program and conduct required 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 eligible rental units, which may include apartments, single room occupancy (SRO or studio) units, shared housing and community residences if that facility utilizes a landlord/tenant lease agreement.

### ***Financial Stabilization***

The OHOP program, in coordination with the client's HIV case manager provides financial stabilization referral services to clients receiving long term rental assistance as a means to increase household income and promote the goal of self-sufficiency. Financial stabilization services can include general education, assistance in accessing SSDI/SSI benefits, referral to employment service providers and referral to providers of Individual Development Accounts (IDA) when appropriate.

### ***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 at the time of enrollment. 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 may include transitional services (pre-release housing needs assessment and planning when possible) 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 actively participate in mental health therapy and participate in the development and implementation of a behavioral health treatment plan that is monitored and supported by accompanying housing assistance.

### ***Supportive Housing Program (SHP)***

The OHOP program provides permanent supportive housing to eligible clients experiencing homelessness at the time of enrollment. The Supportive Housing Program helps 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.

### ***HOME Investment Partnership Program (HOME)***

The HOME program was designed to increase the amount of affordable housing for those that are below poverty guidelines. OHOP is specifically funded to provide affordable housing assistance (tenant based) to eligible clients residing within the City of Salem's regional boundary at or below 60% MFI.

### ***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

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## *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 a citizen of the United States or legal immigrant.
4. 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).
5. The applicant is homeless or at risk of homelessness.
6. 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.
7. The applicant has an on-going source(s) of monthly income and/or benefits sufficient to meet their daily living needs, including their adjusted rent obligation and utility payments.
8. 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.

## *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 Oregon Health Authority 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.

# IV: Initial Assessment

A client is initially assessed for program eligibility within 15 days of the housing coordinator receiving a completed OHOP Client Referral Packet. The assessment will include additional questions to determine client eligibility for available housing programs to meet the client’s emergency, short-term, and/or ongoing housing needs. The Housing Coordinator provides additional resource information at the completion of the Initial Assessment. This information 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. Referral to the OHOP program wait list

### ***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. All eligible persons will only be referred to the OHOP wait list as individuals if they are eligible for long-term assistance at the time of referral regardless of marriage or domestic partnership. Persons who are stably housed may not “hold” positions on the wait list in anticipation of life changes that could qualify them in the future. Final eligibility determinations will be made at the time of certification and applicants will not be required to provide documentation of citizenship or legal immigration status until that time. 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). OHOP living situation assessment levels are:

<b>Level #2</b>	<b>Level #3</b>	<b>Level #4</b>
<input type="checkbox"/> Formerly independent family or individual temporarily residing with family or friends – projected time allowed to stay > 30 days	<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 per HUD definition below
<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 housing costs to maintain or find new housing	

<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"/> Client incarcerated (release date >3 mo.)	<input type="checkbox"/> Client incarcerated (release date <3 mo.)	
	<input type="checkbox"/> Eviction notice received (<30 days)	

To qualify as Level #4 acuity the client must be currently homeless as defined by HUD.

Definition of Homelessness:

(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

(2) Any individual or family who: Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks, *e.g.*, family, friends, and faith-based or other social networks, to obtain other permanent housing.

A client residing in an RV may be considered homeless if the RV does not include hook-ups such as electricity, water and sewer. 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. In this situation the Housing Coordinator will inform the client by sending a Removal from Active Wait List Status notice to the client, with cc to HIV case manager.

When an OHOP slot is available, the applicant’s HIV case manager will be contacted. The client may choose to pass up the slot issued and remain on the wait list one time only. However, once the slot is accepted the client must begin the certification process within 30 days (at a minimum, contact with the client must be made within 30 days) or the next applicant from the waiting list will be contacted and the first applicant will be removed from the wait list. If the client can provide documentation that they were unable to respond/begin the certification process within the 30 day requirement due to illness, hospitalization or other justifications indicating good cause they will remain on the wait list. If the client is removed and 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.

If at the time of Certification it is determined that multiple eligible individuals will reside together in the OHOP subsidized unit as a family per the definition outlined in this policy, all household members will be considered stably housed at that time, and therefore all persons residing in the unit will be removed from the wait list. Individual changes to housing stability are subject to re-referral to the OHOP wait list per program policy.

# V: Certification

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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.

If the client fails to attend the OHOP Certification appointment, the Housing Coordinator must begin a diligent search for the client, and document all attempts made on the client's behalf.

During the certification appointment the Housing Coordinator will (for all new clients):

- 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) Verify the client's U.S. citizenship or legal immigration status. Verification includes, but may not be limited to the following documentation:
  - Signed expired or current U.S. passport (unless stamped non-citizen national)
  - Certified birth certificate showing birth in the U.S.
  - Consular report of birth (of U.S. citizen) abroad or certification of birth.
  - Naturalization certificate (N-550 or N-570)
  - Certificate of citizenship (N-560 or N-561)
  - Bureau of Indian Affairs/Tribal identification card
  - U.S. military card, draft record or U.S. Armed Forces driver's license
  - Signed, unexpired foreign passport with U.S. Visa, with I-551 stamp
  - Permanent resident card with photograph (I-151) issued since 1997
  - Resident alien card (I-551) issued before 1997)
  - Alien registration receipt card with photograph (I-551) issued prior to June 1978)
- d) In addition to the client, all adult household members must provide proof of income, and complete and sign Income Affidavits when income verification is not applicable.
- e) 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.
- f) Determine client strengths and barriers to find or maintain stable housing.

## ***Household Types***

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. This policy includes rental assistance 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 as documented on the rental agreement. Such households may receive continued assistance up to 60 days from the date of the client’s death. 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.

Caregivers are afforded a grace period through the end of the last month paid on behalf of the client.

*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 OHOP 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 “newly eligible” client and their household members. Such

households must be re-certified within thirty (30) days after death of the primary OHOP client.

*d) Changes in Family Unit*

The client is responsible for informing the OHOP program regarding the new family member(s) within 15 days of the addition. In all cases, the landlord must approve and 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 will 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 via the lease agreement in the OHOP-assisted unit.

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. Declarations will remain in effect unless a member of the household no longer resides in the unit. 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.

***Verification of Household Income***

Because the program requires that an applicant have an on-going source(s) of monthly income and/or benefits sufficient to meet their daily living needs, including their adjusted rent obligation and utility payments, applicants must supply information or documentation to verify the applicant's household income and/or benefits.

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 prior to payroll deductions;
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, excluding 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, including payments made under other programs funded, separately or jointly, by federal, state or local governments which are not excluded by Federal Statute (e.g., SSI/SSDI, TANF 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 persons 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 losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
  - a. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - b. 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;
  - c. Amounts received under 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 Public Housing Authority (PHA) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - d. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment-training programs with clearly defined goals and

objectives, and are excluded only for the period during which the family member participates in the employment-training program;

9. Temporary, nonrecurring or sporadic income (including gifts);
10. 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;
11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. 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;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. 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 includes assistance under any program to which the exclusions set forth in 24CFR5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
17. EARNED INCOME DISREGARD/SELF-SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES. In addition to deductions mandated in 24 CFR 5.611(a), HUD requires disregard for income to previously unemployed persons with disabilities who have earned income as described in 24 CFR 5.617(a)(b)(c)(d).

When determining income Housing Coordinators will project or estimate the annual income that the client and/or household expect to receive. The following two methods will be used for calculating the annual income anticipated for the coming year:

1. The Housing Coordinator must use current circumstances to anticipate income. Projected annual income will be calculated by annualizing current income. If during the year a client experiences a change in cumulative household income of more or less than \$200 per month, the client must report such change to the Housing Coordinator within (15) days of such change. At that time, the Housing Coordinator will recalculate the client share of rent amount.
2. If information is available on changes expected to occur during the year, Housing Coordinators must use that information to determine the total anticipated income from all known sources during the year. Using this method, the Housing Coordinator would not recalculate the client share of rent and it will be the client's responsibility to budget appropriately to ensure resources are available to meet OHOP rent/utility commitments year round.

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. It is the responsibility of the client to prove income eligibility.

### ***Earned Income Disregard***

The Earned Income Disregard (EID) allows qualified individuals and families receiving housing assistance to keep more of their earned-income upon returning to work. EID allows the family member who is a person with disabilities to receive one year of income disregard and one year of half disregard in a 48-month period for all income earned above their base pre-qualifying income. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency.

Clients are only eligible for this assistance once in their tenure as an OHOP participant.

Earned Income Disregard does not qualify a Head of Household 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 family member who is a person with disabilities 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.

### ***Affidavit of Income***

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.

# VI: Client Housing Stability Plans

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## ***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 (e) address financial stabilization. The initial Housing Stability Plan established with the client and Housing Coordinator and is considered a “living document,” and may be updated, amended, or replaced when the client and Housing Coordinator agree that it is necessary or beneficial to assist the client in meeting 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 for housing stability and access to care.

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.

The Housing Stability Plan is intended to assist a client, not penalize them, but can result in a Program Violation if the client does not meet program policy expectations (with the exception of client identified goals such as the Moving Forward Plan). Therefore, every attempt will be made to assist the client to be successful in meeting the goals in their plan.

## ***Moving Forward Client Plan***

Clients will be provided the option to develop a Moving Forward Plan that would include client centered goals identified and carried out by the client focusing on client strategies for increasing housing stability, financial security and/or self-sufficiency. The goals identified are a person’s vision for what they’d like to achieve and the role of the housing coordinator is to help break their goals down into realistic steps and to provide applicable referral/services to assist clients in attaining their goals.

## ***Home Visits***

Housing Coordinators may conduct monthly, quarterly or semi-annual home visits per the client’s individualized Housing Stability Plan. Home visits include, but are not limited to: review of the condition of the unit and compliance with the rental agreement, review and update of the client’s stability plan, discussion of issues that may act as a barrier to stability, client centered problem solving and advocacy as necessary.

# VII: Deposit Assistance

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## ***Initial Deposit Assistance***

Clients new to the OHOP long-term rental assistance program may receive deposit assistance, which includes payment of the full amount of any of the following costs required under the client's lease or rental agreement: 1) refundable or non-refundable security deposits; 2) pet deposit and; 3) cleaning fees. Deposits necessary to obtain utilities are also allowed but are not a part of the rental deposit calculation. OHOP assistance does not include payment of application fees or moving expenses (i.e. truck rental, moving service).

The total amount of deposit(s) may not exceed two times the normal monthly rent (contract rent value) and are generally allowable once per household/per year to current OHOP clients (this calculation does not include deposit necessary to obtain utilities or first or last month's rent). In addition, deposit assistance may be provided to clients if the deposit assistance is necessary to assist the client in accessing other subsidy assistance programs.

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 must, instead, instruct the landlord to pay such amounts directly to the OHOP program. Upon move-out or termination of OHOP assistance, the program 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 OHOP Program will conduct any follow-up necessary to assure repayment of funds to the program.

## ***Additional Deposit 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 not leaving the subsidized unit damaged beyond what is considered normal wear and tear. When feasible, Housing Coordinators will conduct an exit inspection to assess the condition of the rental unit. Based on their findings, additional deposit assistance may be approved. 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.

## ***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, upon move out from the unit, the refunded deposit must be sent to the OHOP program.

# VIII: Long-term Rental Assistance

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The OHOP program provides ongoing monthly rental assistance for rental housing to include apartments, single room occupancy (SRO or studio) units, shared housing, manufactured homes (and home sites), group residences and the rent portion of long-term residential treatment facilities if the treatment facility uses landlord/tenant lease agreements. Allowable rental housing may include affordable rental housing, as long as it is not project-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." Long-term Rental Assistance to clients is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including utility assistance) in situations where clients have secured housing in the community and where the lease or rental agreement is in the client's name.

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 total rent being charged for a unit must be reasonable in relation to rents currently charged for comparable units in the private unassisted market. 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 be responsible for paying the housing costs at the second property during the overlapping period.

## ***Housing- Rental Search Guidelines***

During the certification appointment, the Housing Coordinator will provide the client with a copy of the OHOP 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 inspection forms 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.

### ***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 termination from the program. However, the client may request a housing search extension due to hospitalization, health issues that impacted the client's ability to search for housing or if documented progress is noted by the housing coordinator but the client is still unable to secure a unit. Extension requests must be made prior to the last day of the client's 60 day search. The Housing Coordinator has the discretion to grant two (2) additional thirty day periods, which must be noted 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 within sixty days of the Housing Coordinator's issuance of Housing Search Guidelines.
- c) If the client fails to locate suitable housing within the sixty (60) days housing search period (or within the additional maximum of two (2) thirty (30) day extension periods, if requested and approved), the Housing Coordinator will provide 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.

### ***Occupancy Standard***

The occupancy standard established by the OHOP program follows the Section 8 Housing Choice Voucher Payment standard. 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. Very young is defined as 12 years or less.
- 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 custody agreement, 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>	Minimum and Maximum* Unit Size
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 established rent standard or reasonable rent for the unit for the area of residence and the eligible person’s share of the rent payment.

The general rent standard for this program is based on the higher of the Fair Market Rent (FMR) published by HUD or the voucher payment standard established by the Local Housing Authority (LHA) unless specifically noted otherwise in the program specific sections of this guide. The OHOP Program will survey local housing authorities annually to obtain documentation of the 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 FMR annually. Housing Coordinators will utilize current FMR information when

calculating rent. The total rent being charged for a unit must be reasonable in relation to rents currently charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the property owner for comparable unassisted units. The rent standard for manufactured home sites is equal to 40% of the 2 bedroom FMR for the area.

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 change. 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.

### ***Allowable Rent Standard Overage***

The OHOP program may approve an increase in the rent standard by up to 10% 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. In addition, the following criteria must be met in order to approve an overage:

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 any HOPWA funded project. This criterion is determined by the program's fiscal staff.
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
- c. Client resides in an area of the State that is experiencing extremely low rental inventory.

### ***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.

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 household must pay the higher of 30% of family's adjusted monthly income (adjustment factors include medical expenses, size of the household and child care expenses per U.S. HUD guidelines) or 10% of the family's monthly gross income.
- b) **Utility Allowance:**  
HUD Fair Market Rents, local housing authority (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, as determined by the OHOP Subsidy Calculation Worksheet, the OHOP program will 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.

### ***Review of Rental Agreement Terms***

The client and landlord must enter into and execute a rental agreement for the rental unit. 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 for OHOP assistance 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). All household occupants must be listed on the rental agreement.
- 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.

**Ongoing Payments to Landlord and Utility Vendor** 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. 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, monthly rent, and/ utilities.

### ***Payments to Landlord***

Payments are paid directly to the vendor/landlord from the Department of Administrative Services. Under no circumstances will OHOP pay a client directly.

### ***Late Landlord Payments***

In the event that the OHOP program is at fault for any late rental payment to the landlord, OHOP will be responsible for paying any late fees. If the client is at fault for any late rental payment, the client is responsible for paying any late fees.

### ***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 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.

### **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 inform the Housing Coordinator at least sixty (60) days in advance of the date upon which they wish to move. 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.

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. In these situations, Housing Coordinators will confer with the landlord and document client behaviors leading to actions for eviction. Issuance of such notices likely results from client Category I or Category II Violation, which may be grounds for OHOP termination.

#### ***General Habitability Standards & Inspection***

All housing assisted under 24 CFR 574.300 (b)(3)(4)(5), and (8), including the OHOP Program, must provide safe and sanitary housing that it in compliance with the habitability standards outlined below. The local housing authority may be consulted regarding any questions regarding health and safety standards.

- a) **Structure and Materials:** The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
- b) **Access:** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
- c) **Space and Security:** Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
- d) **Interior Air Quality:** Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
- e) **Water Supply:** The water supply must be free from contamination at levels that threaten the health of individuals.
- f) **Thermal Environment:** The housing must have adequate heating and/or cooling facilities in proper operating condition.
- g) **Illumination and Electricity:** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of

- residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
- h) Food Preparation and Refuse Disposal: All food preparation areas must contain suitable space and equipment to store, prepare and serve food in a sanitary manner.
  - i) Sanitary Condition: The housing and any equipment must be maintained in sanitary condition.
  - 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.
  - 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 detectors; 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.
  - l) Carbon Monoxide Detectors: Effective July 1, 2010, pursuant to House Bill 3450, rental units containing a carbon monoxide-emitting device (i.e.: heater, fireplace, furnace, cooking source or appliance that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion) and/or an attached garage (with an opening that communicates directly with a living space) must contain one or more properly functioning carbon monoxide alarms at the time the tenant takes possession, unless the unit is all-electric and does not also have an attached garage.

### ***Housing Inspection***

The Housing Coordinator will be responsible for conducting the 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.

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

In the event that the unit fails inspection, a notification will be delivered to the client and landlord and a copy will be provided to the client's HIV case manager, along with any future correspondence necessary to remedy the issue(s). The notification informs the landlord that verification of repairs are sought no later than thirty (30) days from the date of the notice and that all reported violations need to be corrected by that date. 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.

#### 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 or as soon as feasible due to distance, weather or scheduling conflicts.

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.

#### 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 may conduct a complaint inspection. At that time, the Housing Coordinator may 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. The housing coordinator will discuss such assistance recommendations with the HIV case manager and share appropriate resources with the client. The Housing Coordinator, under no circumstances will involve themselves in legal inquiries, legal proceedings or provide legal advice to the client or the landlord in order to resolve a dispute.

#### OHOP Request for Inspection

At any time OHOP may request to conduct an inspection of the unit based on concerns and complaints from the landlord, neighbors, case manager, parole officer or other source with knowledge of the clients housing stability. However, entering the unit must comply with Oregon Landlord Tenant Laws.

# IX: Recertification

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Under federal regulations governing the OHOP program, any active client must be recertified every 12 months to ensure the client continues to meet the eligibility criteria for the OHOP program for income or household composition, and assessing progress on the Housing Stability Plan. In addition, housing units subsidized through long-term rental assistance must 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.

## ***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.

An annual inspection of the supported housing unit must also occur during re-certification. 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.

## ***Diligent Search for Client***

If the Housing Coordinator attempts to contact a client by telephone or in person at least 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 Diligent Search 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 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, to include a case note documenting telephone contact attempts in CAREWare.

# X: Policies Specific to OSSCR

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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 with exception to the information below.

## ***Eligibility***

At the time of enrollment, OSSCR-eligible clients must be returning to the community following release from incarceration within the prior five years which acts as a barrier to their ability to obtain and retain stable housing. 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 to the OHOP Program by staff of the Department of Corrections (DOC) or the applicable local criminal justice authority.

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. Referred inmates will be placed on the OHOP wait list as acuity "2" until the release date is 3 months or less, in which case their placement on the waitlist will be updated to Acuity "3".

# **XI: Policies Specific to OHBHI**

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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, and local mental health. The diagnosis and treatment of mental health issues are essential to the physical health and quality of life of people living with HIV. Psychiatric and/or behavioral 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 and/or behavioral 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. 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.

## ***Eligibility***

The the time of enrollment, sufficient evidence that the client has behavioral health issues (past or present) that could present barriers to accessing and maintaining housing must be documented to meet OHBHI eligibility. Eligibility is documented through HIV case management assessment, Housing Coordinator assessment and on initial verification provided by the client's local mental provider. Additionally, the client must be willing to work with a mental health counselor as determined by their individualized treatment plan.

## ***Mental Health Services Verification***

The OHBHI mental health professional will provide the Housing Coordinator verification that the client is participating in mental health services.

## ***Termination Practices***

OHBHI clients will not be terminated for successfully completing mental health treatment. Documentation from the mental health provider must be present indicating that the client has completed treatment and is no longer in need of ongoing counseling. In this case, OHOP will, when possible, transfer the OHBHI client into a different housing subsidy program to ensure access to OHBHI services for persons experiencing barriers to housing due to a mental health condition.

## **XII: Policies Specific to SHP**

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The Supportive Housing Program (SHP) is funded through Housing and Urban Development as a service provider and partner of the Rural Oregon Continuum of Care and Central Oregon Continuum of Care. The Supportive Housing Program goals include: helping homeless clients obtain, and remain in permanent housing for at least 7 months and increasing 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: <http://www.hudhre.info/index.cfm?do=viewShpDeskguide>

Verification of homelessness must be documented on the Verification of Homelessness form for all clients funded by the following programs.

#### **Rural Oregon Continuum of Care:**

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

### ***Deposit Assistance***

SHP-eligible individuals may receive deposit assistance per current policy. However, SHP funds may only be used for the security deposit portion of the assistance, up to 1 month of contract rent. Therefore, any deposits not meeting this requirement will be paid with other allowable program funds.

### ***Rent Standards***

The rent standard for this program is based on the Fair Market Rent published by HUD. The voucher payment standard established by the Local Housing Authority (LHA) may not be used. The initial term of the Lease Agreement must be at least 12 months, renewable (for a minimum of one month) and is terminated only for cause.

In certain circumstances, units that fit into the Rent Reasonableness guidelines, but exceed the FMR may be eligible. In all situations the household's portion shall not exceed 30%. An OHOP overage request form and a copy of the rent reasonableness form must be submitted for management and fiscal approval.

# **XIII: Policies Specific to HOME**

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The OHOP - HOME Program is made possible under contract with the City of Salem, Urban Development Department and is funded through Housing and Urban Development (HUD). Funding availability is subject to change at any time. The HOME Investment Partnerships Program is designed to create affordable housing for low income households.

The City of Salem Training Manual will be used as the main policy and procedure guide for the HOME program. The HOME program is also governed by OAR 120, Division 120.

## ***Eligibility***

HOME-eligible clients must meet all general OHOP eligibility and must be at or below 60% Median Family Income (MFI) to qualify.

In addition, households assisted must be located with the Salem/Keizer city boundary limits

## ***Rent Standards***

The rent standard for this program is based on rent criteria published by the City of Salem. The voucher payment standard established by the Local Housing Authority (LHA) may not be used.

In certain circumstances, units that fit into the Rent Reasonableness guidelines, but exceed the rent criteria may be eligible by obtaining a waiver approval from the City of Salem. In all situations the household's portion shall not exceed 30%.

# XIV: Policies Specific to LIHEAP

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The OHOP- Low-Income Home Energy Assistance Program (LIHEAP) is made possible under contract with Oregon Housing and Community Services (OHCS) and is funded through the U.S Department of Health and Human Services, Administration for Children and Families. Funding is only available at certain times in the year and is subject to change at any time. LIHEAP provides energy assistance to low-income households to assist them in affording seasonal heating costs and averting energy crises.

The OHCS Energy Assistance Programs Manual will be used as the main policy and procedure guide for the OHOP-LIHEAP. The LIHEAP program is also governed by OAR 813, Division 200.

## ***Eligibility***

OHOP-LIHEAP eligible clients meet all general OHOP eligibility, must provide a social security number and must be at or below 60% Median Family Income (MFI) to qualify. LIHEAP assistance is available to low income persons living with HIV who are experiencing difficulty paying their energy bills.

# XV: Roles, Responsibilities & Rights

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## *OHOP Housing Coordinator Responsibilities*

The primary responsibilities of Housing Coordinators are to perform initial eligibility verification, enroll clients into the program, facilitate financial stability, conduct annual recertification, 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.

## *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 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.

## *Client Responsibilities*

Clients receiving OHOP assistance must comply with all program policies and procedures as defined below. A client’s failure to comply with program responsibilities can lead to termination from the program.

OHOP clients must agree to the following:

- a) To actively participate in Ryan White case management and to provide consent for the exchange of information between the OHOP program and the case management agency.
- b) To maintain regular communication and attend appointments with your housing coordinator.
- c) To participate in the development of a Housing Stability Plan and actively work the plan.

- d) To locate your own rental housing in the specified timeframe. However, understand that the OHOP program must first authorize rental assistance, before payment will occur.
- e) To pay the rent and any utilities on or before the due date. If late fees do accrue you will be responsible for those fees. OHOP funds will pay part of your rent and utilities, but you are responsible to pay the remaining balance or seek additional assistance if you cannot.
- f) To never pay a landlord, roommate or other housing provider more than your portion of the rent as established by your housing coordinator.
- g) To maintain the housing unit in good condition as required by the rental agreement.
- h) To notify your housing coordinator of any problems that you are having with the landlord or rental unit and/or any changes in the rent amount.
- i) To live in the rental unit as stated in the rental agreement and give the landlord and your housing coordinator required notice if you decide to move. If you wish to move to a new rental unit, you must complete a "Request to Move" form at least 60 days in advance; this form can be obtained from your housing coordinator.
- j) To refrain from leaving the assisted unit for longer than 30 days without housing coordinator knowledge.
- k) To comply with all terms of the lease or rent agreement.
- l) To notify your housing coordinator of a change in household composition or income (of any adult household member) within fifteen (15) days of the event.
- m) To apply for and/or accept long-term stable housing assistance from other sources (i.e. Section 8).
- n) To cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- o) To refrain from harassing or threatening behaviors towards OHOP personnel, neighbors or your landlord.

### **Clients' Rights**

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

1. To be treated with respect, dignity, consideration and compassion.
2. To receive services free from discrimination on the basis of race, color, sex/gender, ethnicity, national origin, religion, age, class, sexual orientation, physical and/or mental ability.
3. To have access to the OHOP policies and procedures.
4. To have the opportunity to ask questions and obtain answers related to program requirements.
5. To participate in making decisions and creating a plan for maintaining your housing.
6. To not be subjected to physical, sexual, verbal and/or emotional abuse or threats.
7. To be informed about additional resources available to you.
8. To receive information about what information is collected about you, how the information you provide is verified, and how the information about you is used.
9. To have your personal information and OHOP records be treated confidentially.
10. To have your information released/shared with other people only with your consent.  
(ORS 433.045 and OAR 333-022-0210)

11. To request a reasonable accommodation as described by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
12. To file a grievance about the services or decisions made by the OHOP program.
13. To withdraw your voluntary participation in the OHOP program at any time.

### ***Landlord Responsibilities***

The OHOP program must have a signed Landlord Participation Agreement on file prior to commencing rental assistance.

# XVI: Reasonable Accommodation

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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.

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 impairment
  - iii) Being regarded as having such 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 him or her
  - 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 him/her 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* include any services, programs, activities and financial assistance funded by HOPWA grant funds.
  
- e) The term *auxiliary aids* include any auxiliary aids, benefits, or services provided by the OHOP program of the Oregon Health Authority.
  
- 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 in any format or by completing a HOPWA Request for Reasonable Accommodation to expedite the request process.

*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.
- a) 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.

### ***Justified Absences from Assisted Housing***

The OHOP program recognizes that clients may, from time to time, experience extended hospital stays or may enter into residential substance abuse or mental health treatment facilities. Clients must inform the program if they anticipate being away from the assisted unit for more than thirty (30) days due to illness, hospitalization, or other justification indicating good cause. A Reasonable Accommodation request must be submitted in these situations for review and approval.

# **XVII: Termination Practices**

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

## ***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) 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 the unit to include leaving the unit for longer than 30 consecutive days and moving into a new apartment unit without program authorization.
- c) 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 on the premises of the assisted unit that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d) 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.
- e) Behavior which constitutes a legitimate threat of violence to others.

## ***Category II Violation***

A Category II Violation is a persistent violation of the Client Responsibilities.

Category II Violations may be considered closed if resolution is possible and the violation was resolved to the satisfaction of the OHOP program. Documentation must be present in the client record that supports closing violations. Resolved violations are not considered persistent per the policy above.

## ***Program Response to Category II Violations***

When issuing a Category II violation, the Housing Coordinator shall provide the client with:

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

Repeated violation of program rules or obligations undermines the functioning of the program. **The client's assistance may be terminated upon three documented incidents of unresolved program 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/rental agreement between the landlord and tenant.

### ***Termination Notices***

All termination notices must be in writing, comply with ORS 183, 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 in addition to the current month, if the client remains in his/her currently assisted rental unit. This time is provided to allow the client to file a grievance and/or to exercise their hearing rights per ORS 183. 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 fifteen (15) business days of the date of the termination notice.
3. The notice will provide a detailed explanation of the reason for termination.
4. The notice will include a copy of the grievance instructions and form.
5. The notice will clearly state the deadline for submitting a grievance.
6. The notice will include a mailing address and fax number to submit the grievance. .

### ***Return to the OHOP Program Following Termination***

A client terminated for the first time as a result of program violations as outlined above 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. A client terminated for the second time as a result of program violations as outlined above will not be eligible for referral to the OHOP program for a period of 12 months following the date of termination. In both cases, re-referral is contingent upon receipt of an updated referral, to include 3 third party professional references and a client letter which provides verifiable documentation of positive change that would result in meeting program expectations and housing stability. 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 eligibility requirements. Clients who are terminated for a Category I Violation involving documented fraud, violent crime or the manufacturing of Methamphetamine will not be eligible for referral at any time.

### ***Eviction by the Landlord***

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.

# **XVIII: Concerns/Complaints, Grievance & Hearing Rights**

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## ***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 first. 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, 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. 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 OHOP Program Management.

## ***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 OHOP Program Management.

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.

### ***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 fifteen (15) 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 available information, which may include the client's statements, review of client records; case notes; discussion with the Housing 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 within ten business days of the determination. The notice must inform the client that they have a right to hearing in accordance with ORS 183.

### ***Hearing Rights***

In accordance with ORS 183 individuals have the right to ask for a hearing. A hearing must be requested by submitting an Administrative Hearing Request form (DHS 443) and must be postmarked within fifteen (15) days from the grievance response notice. The hearing will be held before an Administrative Law Judge. The individual may have a lawyer or someone else to assist during the hearing at the expense of the individual.

During the period of time in which the client is involved in a hearings process, 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 hearing period.