

# HOPWA (Housing Opportunities for Persons With AIDS) Program Toolkit

2022 Kentucky Housing Corporation

# Copyright

Copyright ©2022 by Kentucky Housing Corporation. All rights reserved.

Published in the United States of America by:

Kentucky Housing Corporation 1231 Louisville Road Frankfort, KY 40601

Author: Kentucky Housing Corporation

www.kyhousing.org

#### **Notice**

This Toolkit serves as a reference document for the Kentucky Housing Corporation's (KHC) administration of the Housing Opportunities for Persons with AIDS (HOPWA) program. To the best of our knowledge the information in this publication is accurate, however, Kentucky Housing Corporation nor its affiliates assume any responsibility or liability for the accuracy or completeness of, or consequences arising from, use of such information. Updates to content, typographic errors and technical inaccuracies will be corrected in subsequent publications. This publication is subject to change without notice. While the Toolkit contains resources and forms used to implement project(s) using HOPWA, it is not inclusive of all resources a subrecipient needs to administer a project.

Please contact a KHC Housing Contract Administration (HCA) program representative or contact the <u>HCA Partner Agency Portal</u> with questions regarding use of this Toolkit or its contents.

HOPWA TOOLKIT REVISION HISTORY EXPLANATION					
Revision Date Affected Pages and Forms Description of Change					
3/8/2023	Added: KHC HCA Form 790CO(B):	New forms created and Budget			
	Carbon Monoxide (CO) Monitoring	Cheat Sheet updated to assist with			
	Decision Tree and KHC HCA Form –	the new CO statutory requirements			
	790CO: Self-Certification Form.	of the HOPWA program effective			
	Updated: HOPWA Budget Cheat	12/27/22.			
	Sheet				

# Contents

What is the HOPWA Toolkit?	5
Purpose	5
How to Use the Toolkit	5
Where to Get More Help	5
The HOPWA Program	6
What Is the HOPWA Program?	6
Eligible HOPWA Activities	6
HOPWA Client Files: Maintaining Required Client Documentation	7
Client Eligibility - Overview	7
Client Eligibility – Forms and Tools	8
HOWPA Program Entry Items	12
Homelessness Eligibility Documentation	15
HOPWA Services – Documentation Required for Specific Services	16
Tenant-Based Rental Assistance (TBRA)	16
Short-Term Rent, Mortgage and Utility Assistance (STRMU)	20
Permanent Housing Placement (PHP)	23
Housing Information Services (HIS)	25
Resource Identification	26
Supportive Services	27
Administrative Costs	29
Compliance – Forms and Tools	30
General Compliance	30
Personnel Activity Reports (PARs)	30
Budgets – Forms and Tools	32
Budget and Program Modifications Processes	32
Data and Reporting	32
KYHMIS	32
Annual Performance Reports	32
Other Helpful Resources	22

#### What is the HOPWA Toolkit?

#### **Purpose**

This Toolkit provides tools and resources to agencies to assist in achieving and maintaining compliance with applicable federal and state laws and program regulations used in the delivery and administration of the HOPWA program award funds. This toolkit complements KHC's HOPWA Program Policy Manual.

#### **How to Use the Toolkit**

The Toolkit provides a summary of the associated forms and documentation necessary to collect and retain on file when establishing client eligibility for HOPWA services at program entry, specific documentation needed for HOPWA services delivered, and documentation for client program exit.

# Where to Get More Help

Please contact the HCA Partner Agency Portal with questions or if additional assistance is needed with materials within this toolkit.

#### **The HOPWA Program**

#### What Is the HOPWA Program?

The Housing Opportunities for Persons with AIDS (HOPWA) program, managed by HUD's Office of HIV/AIDS Housing, was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families and remains the only Federal program dedicated to the housing needs of people living with HIV/AIDS.

Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. It provides housing and housing stabilization services help to qualifying individuals living with HIV, and their family members, who are experiencing housing instability or homelessness.

To do so, the HOPWA program takes into consideration the specific challenges, barriers and stigmas faced by those living with HIV while experiencing housing instability or homelessness. It seeks to stabilize housing for these persons, while increasing positive health outcomes, specifically for HIV-related care like medication adherence, for the client/consumer.

KHC's <u>HOPWA Program Policy Manual</u>, available on the <u>HCA Partner Agency Portal</u>, provides more detailed information about program policies, priorities, implementation and execution of eligible HOPWA services.

#### **Eligible HOPWA Activities**

Tip! CTRL+ Click on a service title below to jump to its detailed description and tools

- <u>Tenant-Based Rental Assistance (TBRA)</u> Ongoing rental subsidy support for households, including assistance for shared housing arrangements.
- <u>Short-term Rent, Mortgage, and Utility (STRMU)</u> Payment assistance to prevent homelessness for persons who are currently housed, but at risk of losing housing
- <u>Permanent Housing Placement (PHP)</u> Security deposits, utility connection costs, rental application fees, legal fees, cost of identification documents (when needed to obtain housing)
- <u>Supportive Services</u> -- Housing-focused case management for all program participants, and eligible wrap-around supportive services such as transportation, childcare, nutritional services
- Housing Information Services (HIS) Costs associated with identifying and maintaining housing resources, HMIS data entry.
- <u>Resource Identification</u> Costs associated with landlord engagement and participation in HOPWA program services, HUD-approved conferences and trainings.
- <u>Administrative Costs</u> Administrative costs, including activities that support the execution and maintenance of the award.

#### **HOPWA Client Files: Maintaining Required Client Documentation**

#### **Client Eligibility - Overview**

Client eligibility must be verified before HOPWA program services entry. Eligibility is recertified annually. Additionally, program participants must notify the agency with any significant change in household income or household composition during their program participation, noted as "interim recertifications."

Eligibility considerations for participation in HOPWA program services are:

• Income – Eligible HOPWA program participants must be income-eligible.

Participants must be at or below the 80% area median income. Income must be determined at intake for all household members over the age of 18. Income is verified annually and whenever there are substantial changes, increases or decreases, in participant household income. Adjustments to income may include eligible deductions for dependents, elderly and disabled family members, and for unreimbursed medical expenses. See 24 CFR 5.611.

 HIV Positive Sero-Status Determination - HIV sero-positive status documentation must be kept for any household beneficiaries receiving HOPWA services.

Documentation will include antigen/antibody or similar HIV test that must: include a report of HIV "viral load;" include client name; be conducted by a physician, community health center, HIV counseling center, or other health professional qualified to make such a determination. Case manager statements, or documentation of eligibility from other related assistance, is not sufficient. HIV technology changes and grantees must stay informed as newer testing protocols may also provide proof of HIV sero-positivity.

**Proof of Residency in Agency HOPWA-Funded Service Area** - When assisting clients, agencies must adhere to the geographical service areas as stated in the HOPWA award(s). Proof of current residency can be documented in several ways, using <a href="KHC Form-600 HW">KHC Form-600 HW</a>. This form captures:

- Lease naming the household member as the leaseholder or occupant.
- Documentation evidencing a utility account in a household member's name.
- Current photo ID with address
- Bank statements, benefits letters etc.

# Client Eligibility – Forms and Tools

The table below contains items and information to assist with ensuring program participants meet all eligibility requirements.

Refer to the <u>HOPWA Program Policy Manual</u> for more detail.

Description	Form/s	Notes
Proof of HIV Seropositivity  For at the primary HOPWA beneficiary/household member	Form - Proof of HIV Seropositivity	Primary HOPWA beneficiary client file must contain.  Types of HIV Tests (CDC)
Determining Income Guidance  Located on KHC's HCA Partner Agency Portal	KHC Income Guidance	Technical Assistance Tool
Preferred Sources of Documentation for Income Verification  Guidance Document	Preferred Sources of Documentation for Income Verification	Technical Assistance Tool

Forms to assist with Income Documentation		
Forms to assist with income Documentation		
Note: The preferred method of income/assist verification is 2 months of source documentation; if unattainable the applicable forms below are required:	KHC Form-137	
<ul> <li>KHC Form-137 – Income Verification Due Diligence</li> <li>KHC Form-138 – Verification of Employment</li> <li>KHC Form-140 – Affidavit of Self Employment Income</li> <li>KHC Form-141 – Net Income Calculation</li> <li>KHC Form-151 – Zero Income Certification</li> <li>KHC Form-156 – Verification of Child Support</li> <li>KHC Form-157 – Verification of Informal Support</li> <li>KHC Form-159 – Verification of Benefits or Pension</li> <li>KHC Form-160 – Verification of Assets</li> <li>KHC Form-161 – Child Support Affidavit</li> <li>KHC Form-170 – General Phone Verification</li> </ul>	KHC Form-138  KHC Form-140  KHC Form-141  KHC Form-151  KHC Form-156  KHC Form-157  KHC Form-160  KHC Form-161  KHC Form-170  KHC Form-206	Client files must contain as applicable.
<ul> <li>KHC Form-206 – Zero Asset Certification</li> </ul>		
Forms to assist with Expense Documentation		
Note: The preferred method of expense verification is source documentation; if unattainable the applicable forms below are required:	KHC Form-150	Client files must
<ul> <li>KHC Form-150 – Child Care Expense Verification</li> <li>KHC Form-153 – Attendant Care Expense Verification</li> <li>KHC Form-154 – Auxiliary Apparatus Expense Verification</li> <li>KHC Form-155 – Medical Expense Verification</li> </ul>	KHC Form-153 KHC Form-154 KHC Form-155	applicable.
Proof of gross Income  For all household members 18 years of age and old	HUD – CPD Income Eligibility Calculator  HUD – EID Instructions and Calc. Form  HUD HOPWA Income Limits by Fiscal Year	Client files must contain proof of income for all household members over the age of 18.

#### **Proof of Current Residency in an eligible HOPWA Funded Provider Service Area** For all household members 18 years of age and older. Third-party **IMPORTANT** source documentation is preferred. Examples below are those **NOTES:** used by the Kentucky Cabinet for Health and Family Services, Ryan White Services, Kentucky HIV Coordinated Care Program, **HOPWA** applicants and the Kentucky AIDS Drug Assistance Program. cannot be denied access to services based on an Suggested Documentation to Establish Residency (Check inability to furnish proof of residency. One) ☐ Current valid driver's license or official state ID that For FORMULA includes address; awards only: ☐ Current copy of signed lease; **HOPWA** applicants ideally receive ☐ Most recent utility bill; services with an KHC Form-600-HW ☐ Other official mail (benefits statements, tax documents, agency contracted Self-Declaration of to provide them in etc.); Residency their county. ☐ Statement from a person providing room and board; However, clients may seek and ☐ Self-attestation of residency status. (If person is receive available unable/unwilling to provide status) services at one or more HOPWA Formula - funded, **Kentucky Balance** of State program, OR when that access choice would provide better, **Person is Experiencing Homelessness** practical access to **HOPWA** care and ☐ Person is experiencing homelessness and CAN provide services. 3<sup>rd</sup> party verification (HMIS Documentation or KHC Toolkit Forms) $\square$ Person is experiencing homelessness and IS NOT able to provide 3<sup>rd</sup> party verification – Complete Self-Declaration of Residency - KHC Form-600-HW

Self-Declaration of No Social Security Number at time of Service	Self-Declaration No Social Security Number at time of Service – KHC Form-HW- 601a.	A Social Security Card is <u>not</u> required to access HOPWA services. If a participant has none, complete the declaration – KHC Form-HW- 601.
Photo ID (Unexpired, or Reviewed and Updated as necessary)	NOTE: <b>Not required</b> but recommended for all household members 18 years of age or older	Photo ID establishes identity, but its absence cannot be used to bar access to HOPWA services.

# **HOWPA Program Entry Items**

As a subrecipient of federal funds, KHC partner agencies must ensure HOPWA participants are informed of basic policies and procedures while a HOPWA program participant, as well as the participant's rights and responsibilities. The table below contains items and information to assist with providing clients with all necessary information and ensuring they know what to expect from the program and services.

Description	Form/s	Notes
Verification of Connection to HIV Medical Care Check	Medical and Insurance Data entry and updates into client HMIS file	When entering a client for HOPWA services, or updating them, CMs should enter into HMIS if the client had contact with an HIV medical practitioner in the last 3 months. A case manager does not suffice.
Verification of Current Medical Insurance Status	Medical and Insurance Data entry and updates into client HMIS file	When entering a client for HOPWA services, or updating them, CMs should confirm and enter insurance information into HMIS.
HMIS Documents  Entities that receive HOPWA funding are required to provide specific data points and performance data on households served and funds expended. The HMIS Release of Information form allows the client to determine if their data collected can be shared (for housing purposes only) or not.	HMIS HOPWA Intake Form  HMIS Release of Information Form - In English  HMIS Release of Information Form - Spanish Version	Can do live intake date entry or maintain HMIS Intake Form in each client file. In each client file.
Verification of Receipt of Required Documents	KHC Form-158	In each 18+ client file

To document that program participant has received or been informed of all program policies and federal requirements. The required notifications and samples of required policies and	HUD Fair Housing Outreach Materials (Various Languages)	Displayed in agency public areas and brochure distributed to clients.
<ul><li>procedures appear below.</li><li>Notification of Rights to Fair Housing</li></ul>	HMIS Privacy Statement (English and Spanish)	Displayed in agency public areas and intake office if applicable.
	HMIS Privacy Policy	Must be available for clients upon request.
<ul> <li>HMIS Privacy Notices &amp; Policy – Release of</li> </ul>	HMIS Privacy Notice	Must be provided and reviewed with client(s).
Information (above)	Confidentiality & Personal Privacy Protection Policy	Agency must develop and adopt one in conjunction with their legal advisor. A sample is provided for reference. Adopted policy must be provided and reviewed with client(s).
• Confidentiality & Personal Privacy Protection Policy	Grievance Policy and Appeals Process	Agency must develop and adopt one in conjunction with their legal advisor. A sample is provided for reference. Adopted policy must be provided and reviewed with client(s).
Grievance Policy and Appeals Process	Termination Policy	Agency must develop and adopt one in conjunction with their legal advisor. A sample is provided for reference. Adopted policy must be provided and reviewed with client(s).
• Termination of Services Policy	Program Policies	Must be provided and reviewed with client(s).

	Program Participation Agreement – KHC Form-602-HW	Must be provided and reviewed with client and requires client and Case Manager signature.  Displayed in agency
Program Policies	Dangers of Lead Based Paint (many languages)	public areas and brochure distributed to clients.
HOPWA Program Participation Agreement	VAWA Notices	See VAWA Section below.
<ul> <li>Dangers of Lead Based Paint Information</li> <li>VAWA Notices</li> </ul>		
Violence Against Women Reauthorization Act of 2013 (VAWA): Tenant Protections created by the Act.	HCA VAWA Training Aid  VAWA Training  VAWA Notice of Occupancy Rights (Form HUD-5380)  Certification of Domestic Violence (HUD 5382)  VAWA Emergency Transfer Plan  VAWA Emergency Transfer Request  VAWA Lease Addendum	Technical Assistance Tool  Both notices (5380 & 5382) must be given to every applicant, every denied applicant, and every client at termination.  Every HOPWA Funded Agency must have one  Sample for Agencies to use for their Emergency Transfer Plan  Must be provided to every landlord that receives rental or leasing assistance.

Housing Search Guidelines	Housing Search Guidelines Document – KHC HCA HW 603  *Note only applicable to program participants engaged in housing search.	Copy of signed and dated agreement in the Head of Household Client File.
Housing-Focused Case Management Housing Plans and Stability Assessments  Forms that have been developed to assist you with documenting your housing-focused case management efforts. Please note that for providers that are using the Full SPDAT for their case management efforts those initial and ongoing assessments can reside in HMIS or be printed for the client files.	KHC Form-175 – Initial Housing Plan  OrgCode Case Management Tools	Copy In Head of Household Client File. If Full SPDAT is being used, it can be updated and maintained in HMIS and/or client file. KHC recommends Full SPDAT entry in HMIS.

# **Homelessness Eligibility Documentation**

Although not required by statute, the KHC BoS HOPWA program prioritizes eligible HOPWA services to potential program beneficiaries that are experiencing homelessness or housing instability. KHC's standardized forms assist programs in the KY BoS CoC to determine homelessness status and the required eligibility documentation. The forms required vary, depending on which category of homelessness is being used. The link below details HUD's Homelessness definitions and provides the form needed to ensure proper homelessness status recordation and source documentation collection. Please follow this <u>link</u> to download KHC Form-100 Homeless Eligibility Verification Checklist and the form(s) that accompany it as indicated on KHC Form-100.

#### **HOPWA Services – Documentation Required for Specific Services**

Each HOPWA service has specific required elements and documentation necessary to collect in addition to client eligibility documentation.

HOPWA program subrecipients must create clear, written policies and procedures for each service that define and clarify common operational issues ensure fair, equitable and high-quality, services for participants. For more guidance on the development of these policies and procedures please see KHC's HOPWA Program Policy Manual.

#### **Tenant-Based Rental Assistance (TBRA)**

**Tenant-Based Rental Assistance (TBRA)**, is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements or in the private rental housing market. Households select a housing unit of his or her choice and the assistance pays the difference between the amount a household can afford to pay for housing and the local rent standard. TBRA is portable, meaning the assistance moves with the client. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. See <u>Grant Oversight Resource Guide – page 132</u>

**HOPWA Rental Assistance Payment Standard**: KHC has established a Payment Standard (PS) of 110% of the HUD FMR for every county in Kentucky. A chart of those maximums is located below.

**TBRA Direct Costs:** Monthly rent subsidies paid to landlords on the client's behalf.

**TBRA Service Delivery Costs:** The staff time spent on qualifying a client for TBRA assistance – including staff time and travel spent on landlord outreach and education on Carbon Monoxide (CO) detector and alarm requirements/inspections, performing habitability inspections, income determinations, rent reasonableness analysis, subsidy calculations.

Description	Form/s	Notes
Rent Reasonableness and Fair Market Rent/Rent Standard Check	Rent Reasonableness instructions  Rent Reasonableness Completed SAMPLE  KHC Adopted Payment Standards  HCA Form-174	A signed and dated copy of KHC HCA Form-174 must appear in the Head of Households client file.

Physical Property Standards: Habitability Inspection Form and Lead Screening Worksheets	HCA Form-172	A signed and dated copy must appear in the Head of Households client file.
Carbon Monoxide Device Decision Tree	KHC Form HCA- 790CO(B)	Technical Assistance Tool
Carbon Monoxide (CO) Detection HQS Addendum or Self-Certification of CO Detection Compliance	KHC Form HCA- 790CO	REQUIRED & EFFECTIVE – 12/27/2022: A signed and dated copy must appear in the Head of Households client file along with HCA Form-172
Request for Unit Approval	HCA Form-301	A signed and dated copy must appear in the Head of Households client file.
Utility Allowance Calculation	Instructions for Calculating Utility Allowance - KHC HCA Partner Agency Portal	Head of Household client file must contain the Utility Allowance Chart and calculation (CPD Income Calculator output suffices)
Calculating Total Tenant Payment  The HUD CPD Calculator will take the qualifying income, rent reasonableness, fair market rent and utility allowance information calculated to assist you with calculating total tenant payment.	HUD CPD Calculator	Head of Household client file must contain Total Tenant Payment amounts from the CPD Calculator.
HOPWA – Shared Rent Calculation	HUD – Shared Rent Calculation	Clients may live with others in a shared-rent situation. This calculates the tenant portion and certifies the housing arrangement.
Verification of Landlord and/or Property Owner	KHC Form-320	Head of Household client file must contain
Rental Assistance Agreement	KHC Form-171H	Head of Household client file must contain a signed and dated copy.

Sample of Residential Lease	Standard Kentucky Residential Lease	Head of Household client file must contain a copy of signed and dated lease. Use the standard form if landlord does not have a lease example.
Housing-Focused Case Management Housing Plans and Stability Assessments  Forms that have been developed to assist you with documenting your housing-focused case management efforts. Please note that for providers that are using the Full SPDAT for their case management efforts those initial and ongoing assessments can reside in HMIS or be printed for the client files.	Use best practices of Housing-Focused Case Management recommended interval at intake, and ongoing home visits and care are shaped by acuity and ongoing need.  Housing Stabilization Plans — Short-Term  Housing Stabilization Plan - Ongoing	Copy In Head of Household Client File. If Full SPDAT is being used, it can be updated and maintained in HMIS and/or client file. KHC recommends Full SPDAT entry in HMIS.  Housing-focused CM must occur at a minimum every three months.
Interim Income and Household Composition Recertifications  Interim recertifications are performed whenever there is a substantial change in household income and/or family composition. Program participants must recalculate their household income and total tenant payment contribution.  Documentation Required for Program Exit:  • Written Notice of Termination of Program Assistance	KHC Form-300  HUD – Earned Income Disallowance Calculator Tool (Disallowance of Increase in earned annual income counting to a rent increase)	Copy In Head of Household Client File. Interim income checks should occur as needed. Clients must be recertified for income annually, regardless.  See HUD Earned Income Disregard Fact Sheet.  Copy in Head of Household client file.

		1	
•	HMIS Exit Information	KHC Form-177	HMIS data entry for
		(Optional)	exit is required for
			every household
•	KHC Form-177 Plan to Retain Housing		member.
•	Continuity Connection to HIV Care		Copy in Head of
	,		Household client
			file.
			HMIS updates for
			clients to include
			verification of
			current health
			insurance and visit
			to medical
			practitioner in last
			1 -
			three months, yes
			or no.

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

Short-Term Rent, Mortgage, and Utility Assistance (STRMU), provides short-term, rent, mortgage, and utility payments for households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings. See <a href="Grant Oversight">Grant Oversight</a> Resource Guide – page 102.

**HOPWA Rental Assistance Payment Standard:** KHC has established a Payment Standard (PS) of 110% of the HUD FMR for every county in Kentucky. A chart of those maximums is located below.

**STRMU Direct Costs:** Payments made to landlords or utility companies for rent, mortgage or utilities paid on the client's behalf. Assistance cannot exceed more than 21 weeks in any 52-week period.

**STRMU Service/Activity Delivery Costs:** The staff time spent qualifying a client for STRMU assistance. This may include staff time and travel spent on landlord outreach and education on Carbon Monoxide (CO) detector and alarm requirements/inspections, habitability inspections, communication with the landlord or utility company, cutting and mailing checks to landlords/utility companies, as well as the cost of postage, envelopes, check stock and envelopes.

Description	Form/s	Notes
Documentation of unforeseen emergency situation:  Document what emergency did/might keep client from meeting their rent, mortgage, and/or utilities obligations, which could contribute to housing instability.	STRMU – Emergency Housing Services Application	Head of Household client file must contain a signed and dated copy.
Verification of Landlord and/or Property Owner	KHC Form-320	Head of Household client file must contain
Copy of Residential Lease or Mortgage Obligations, Copy of Utility Bill.	Third-party documents – lease, copy of bill, statement etc.	Head of Household client file must contain a signed and dated copy.
Rent Reasonableness and Fair Market Rent/Rent Standard Check	Rent Reasonableness instructions  Rent Reasonableness Completed SAMPLE  KHC Adopted Payment Standards  HCA Form-174	Optional, but encouraged for this service  A signed and dated copy of KHC HCA Form-174 must appear in the Head of Households client file.

Physical Property Standards: Habitability Inspection Form and Lead Screening Worksheets	HCA Form-172	Optional, but encouraged for this service  A signed and dated copy must appear in the Head of Households clientile.
Carbon Monoxide Device Decision Tree  Carbon Monoxide (CO) Detection HQS Addendum or Self-Certification of CO Detection Compliance	KHC Form HCA-790CO(B)  KHC Form HCA-790CO	REQUIRED - EFFECTIVE 12/27/2022 A signed and dated copy of KHC Form HCA-790CO mus appear in the Head of Households clien file.
HOPWA – Shared Rent Calculation	HUD – Shared Rent Calculation	Clients may live with others in a shared-rent situation. This calculates the tenant portion and certifies the housing arrangement.
Rental / Mortgage Assistance Agreement	KHC Form-171H - HOPWA	Head of Household client file must contain signed and dated copy.
Housing-Focused Case Management Housing Plans and Stability Assessments  Forms that have been developed to assist you with documenting your housing-focused case management efforts. Please note that for providers that are using the SPDAT for their case management efforts those initial and ongoing assessments can reside in HMIS or be printed for the client files.	KHC Form-176 Ongoing Housing Plan Updates  KHC Form-177 Plan to Retain Housing	Copy In Head of Household Clien File. If Full SPDA is being used it can be updated and maintained HMIS and/or client file. KHC recommends Fu SPDAT entry in HMIS. Must occu at a minimum quarterly.

STRMU 21 Week Limit on Services Tracking Sheet  Clients receiving STRMU assistance are limited to 21 weeks of cumulative assistance. Subrecipients must have a tracking tool for these clients.	STRMU 21 Week Limit Tracking Sheet - Sample	STRMU clients are limited to 21 weeks of STRMU assistance within the past year (Year window determined by agency).
Interim Income and Household Composition Recertifications  Whenever there is a substantial change in household income and/or family composition then program participants must recalculate their household income and total tenant payment contribution.	KHC Form-300	Copy In Head of Household Client File. Must occur at a minimum annually
<ul> <li>Documentation Required for Program Exit:</li> <li>Written Notice of Termination of Program Assistance</li> <li>HMIS Exit Information</li> <li>HIV Medical Continuity of Care</li> </ul>	KHC Form-177 Plan to Retain Housing	Copy in Head of Household client file.  Live time data entry in HMIS for every household member or paper copies for every household member.  Copy in Head of Household client file.
Other STRMU Resources	HUD FAQs on HOPWA STRMU (2018)	Particularly useful collection of short answers on FAQs about STRMU

#### **Permanent Housing Placement (PHP)**

**Permanent Housing Placement (PHP)** may be used to help households establish permanent residence in which continued occupancy is expected. Eligible costs include application fees, related credit checks, utility connection fees and deposits, and reasonable security deposits necessary to move persons into permanent housing. See **Grant Oversight Resource Guide** – page 139.

**HOPWA Rental Assistance Payment Standard:** KHC has established a Payment Standard (PS) of 110% of the HUD FMR for every county in Kentucky. A chart of those maximums is located below.

**Permanent Housing Placement Direct Costs:** HOPWA funds to move a person into permanent housing (subsidized or market rate housing is allowed) including first month's rent, rent and utility deposits, application screening costs, utility connections costs, if the expenditure is no more than the value of two month's' rent in the new unit.

Permanent Housing Placement Service/Activity Delivery Costs: Staff time to assess eligibility and need for assistance, staff time and travel spent on landlord outreach and education on Carbon Monoxide (CO) detector and alarm requirements/inspections, time with landlords or utility companies verifying costs, checks and mailing costs to landlords and utility companies.

Description	Form/s	Notes
Intent to Lease Form	KHC Form HCA – 604: Intent to Lease Worksheet Form for Client and Landlord	
Rent Reasonableness and Fair Market Rent/Rent Standards Check	Rent Reasonableness instructions  Rent Reasonableness Completed SAMPLE  KHC Adopted Payment Standards  HCA Form-174	A signed and dated copy of KHC HCA Form-174 must appear in the Head of Households client file.
Physical Property Standards: Habitability Inspection Form and Lead Screening Worksheets	HCA Form-172	A signed and dated copy must appear in the Head of Households client file.
Carbon Monoxide Device Decision Tree	KHC Form HCA- 790CO(B)	Technical Assistance Tool

Carbon Monoxide (CO) Detection HQS Addendum or Self-Certification of CO Detection Compliance	KHC Form HCA- 790CO	REQUIRED - EFFECTIVE 12/27/2022: A signed and dated copy must appear in the Head of Households client file along with HCA Form-172
Housing-Focused Case Management Housing Plans and Stability Assessments  Forms that have been developed to assist you with documenting your housing-focused case management efforts. Please note that for providers that are using the SPDAT for their case management efforts those initial and ongoing assessments can reside in HMIS or be printed for the client files.	KHC Form-177 - Plan to Retain Housing	Copy In Head of Household Client File. If SPDAT can be located in HMIS.

#### **Housing Information Services (HIS)**

**Housing Information Services (HIS)** include assistance with referrals to affordable housing resources, assistance in locating available, affordable, and appropriate housing units, working with property owners to secure units for participants, homelessness prevention, and other housing-related activities. This may also include fair housing guidance for households that have encountered discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or disability. See: <u>Grant Oversight Resource Guide – page 140</u>

**Housing information Direct Costs:** The staff time and equipment to create a housing resource database, printing and mailing costs of housing flyers or brochures. HUD has also released guidance on using Housing Information funds for developing HMIS systems for case management, data tracking and reporting, however, only up to 3% of the award may be used for these HMIS activities

**Housing information Service/Activity Delivery Costs:** The staff time with clients for referrals to affordable housing resources, assistance in locating available, affordable, and appropriate housing units, working with property owners to secure units for participants, homelessness prevention.

Description	Form/s	Notes
Housing Search Guide	Housing Search Guidelines Document – KHC HCA HW 603	

#### **Resource Identification**

**Resource Identification** encompasses activities that establish, coordinate, and develop housing assistance resources for eligible households (including preliminary research and expenditures necessary to determine the feasibility of specific housing-related initiatives). See: Resource ID Fact Sheet – HUD, and this training webinar, "Assessing Community Need – Resource ID", from the HOPWA Institute

**Resource Identification Direct Costs:** Cost of brochures or notices and mailing costs to landlords other housing providers about HOPWA program participation. Includes costs for HUD-approved national conferences.

Resource Identification Service/Activity Delivery Costs: Staff activities (including time and mileage and membership costs such as CoC) that identify new affordable housing partnerships and landlords in the community - not directly with clients per say - but more from a broader agency activity to ultimately assist case managers and clients.

Description	Form/s	Notes
Intent to Lease Form	Intent to Lease Worksheet Form for Client and Landlord - KHC HCA HW 604	
Landlord Engagement	Homeless System Response - Landlord Engagement (HUD 2021)  Reset Your Communities' Critical Partnerships (HUD, 2021)	

#### **Supportive Services**

**Supportive Services** is a broad range of services that are eligible as activities to support housing stabilization and positive health outcomes for those living with HIV and also experiencing housing instability. Program regulations at <u>24 CFR 574.300(b)(7)</u> include the following eligible supportive services activities:

Health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State and Federal government benefits and services. Source – Grant Oversight Resource Guide – page 132

**Support Services Direct Costs:** Items/services including, but not limited to staff time for assessment, case management, coordination of benefits, mental health treatment, nutritional services, transportation, life skills, job training and placement, child care.

**Support Services/Activity Delivery Costs:** HOPWA supportive services direct costs include the staff costs as listed above, plus other items provided directly for client benefit.

Description	Form/s	Notes
Housing-Focused Case Management Housing Plans and Stability Assessments  Forms that have been developed to assist you with documenting your housing-focused case management efforts. Please note that for providers that are using the SPDAT for their case management efforts those initial and ongoing assessments can reside in HMIS or be printed for the client files.	KHC Form-175 Initial Client Housing Plan  Link to other OrgCode Case Management Tools  KHC Form-176 Ongoing Housing Plan Updates  KHC Form-177 Plan to Retain Housing	Copy In Head of Household Client File. If Full SPDAT is being used it can be updated and maintained in HMIS and/or client file. KHC recommends Full SPDAT entry in HMIS

# Other Supportive Services (Transportation, Nutritional Services, etc.)

Supportive services including, but not limited to, health, mental health, assessment, permanent housing <u>placement</u>, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with <u>acquired immunodeficiency syndrome or related diseases</u> and not to <u>family</u> members of these individuals;

Please refer to your HOPWA Program
Policy Manual for specific guidance and delivery of different, eligible Supportive Services under this category.

In general, most supportive services are permitted when the services, when provided, will increase the housing stability and HIV-related health outcomes for the client.

#### **Administrative Costs**

**Administrative Costs** - The HOPWA program regulations define eligible administrative costs as "costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities." (24 CFR 574.3). Grant Oversight Resource Guide – page 184

**HOPWA Administrative Indirect Caps** – HUD HOPWA regulations limit administrative indirect costs to 7% for subrecipient awardees, and 3% for award grantees (i.e., KHC).

Description	Form/s	Notes
Documents, presentations, tools that will assist you with ensuring you are charging administrative cost to your grant appropriately.	HOPWA Grantee Oversight Guidance - Section 4: Cost and Allocation Principles  HOPWA - Eligible Conference and Training Costs Guidance	
	HOPWA Institute – Understanding Indirect Costs	

# **Compliance – Forms and Tools**

Below follows examples and forms that help ensure your program is operating within expected compliance parameters.

# **General Compliance**

Description	Form/s	Notes
Client File Check List	HOPWA Client File Check List	Should appear at the beginning of every client file.
HUD CPD Monitoring Handbooks	HOPWA Monitoring Guide(s)	Technical Assistance Tool; (Tip: search for 'HOPWA'; HOPWA Program is Chapter 10.)
HOPWA Grantee Oversight Guide		
HOPWA Oversight Training		While targeted to a grantee (KHC) audience, this oversight training set of modules can illustrate what monitoring and compliance expectations are for your HOPWA award.
HOPWA Rental Assistance Guidebook		

#### **Personnel Activity Reports (PARs)**

Agencies must track billable HOPWA staff time and services provided with Personnel Activity Reports (PARs).PARs for which staff time is billed to the award must be made available to KHC staff for periodic draw and compliance reviews.

Description	Form/s	Notes
Guidance for developing and completing PARS at your agency	PAR Guidance Document	Technical Assistance Tool
Example of an acceptable PAR	Sample Correct PAR	Technical Assistance Tool

·	Sample Incorrect PAR	Technical Assistance Tool
A fillable PAR for Agency's use	Fillable PAR	Technical Assistance Tool

#### **Budgets – Forms and Tools**

# **Budget and Program Modifications Processes**

The following document explains how to submit budget and program modifications for review.

Description	Form/s	Notes
HCA Programs Modification/Waiver Request Process	Guidance Document	Technical Assistance Tool
Excel spreadsheet that highlights all Eligible HOPWA activities	HOPWA Budget Cheat Sheet	Eligible activities per component guidance document.

#### **Data and Reporting**

#### **KYHMIS**

The Kentucky Homeless Management Information System (KYHMIS) collects information on homelessness statewide, promoting a coordinated housing and delivery system of service and assistance providers. The KYHMIS generates reports about local homeless and other special populations, helping to identify where gaps in service may exist. The KYHMIS, which is a web-based system, facilitates in determining benefit eligibility, improving the effectiveness of providers, and eliminating client duplication, benefitting all Kentuckians, from those in need to public officials. The KYHMIS can be customized to meet the provider's needs, with tailored reports allowing agencies to spend less time collecting data and more time serving people.

#### **Annual Performance Reports**

HOPWA funds are allocated in two ways. There are HOPWA Formula Grants which are statutorily mandated and these funds account for 90% of HOPWA funds that are allocated annually to states and eligible cities. HOPWA Formula grantees report on their accomplishments in the Consolidated Annual Performance and Evaluation Report or CAPER. The remaining 10% of HOPWA funding, the HOPWA Competitive Grants, is allocated based on a competitive application process. HOPWA Competitive grantees complete the Annual Performance Report (APR).

To access KYHMIS you must receive training and become a licensed user. If you have questions or would like to request training visit the <u>Housing Contract Administration Partner Agency Portal</u>.

#### **Other Helpful Resources**

#### Other Resources

Below are links to resources at the local, state, and federal level for HOPWA related resources, including data and surveillance, Ryan White resources, mental health and addiction, training and advocacy.

#### **Other Housing Resources**

- KHC Resources
  - o HOPWA Program Policy Manual
  - o HCA Partner Agency Portal
  - o eGram e-news letter for all KHC partner agencies
  - o Continuum of Care Kentucky Housing Corporation
  - o Kentucky Area Development Districts
- Federal and National Partner Resources
  - o HUD HOPWA Home page
  - HUD Exchange Trainings and Mailing List
  - HUD HOPWA Federal Statutes 24 CFR 574 Regulations
  - o USICH United States Interagency Council on Homelessness Policy and Planning
  - o <u>SAMSHA</u> Substance Abuse and Mental Health Services Administration
- Trainings, Planning, Policy, Advocacy Focused
  - o National AIDS Housing Coalition
  - o Corporation for Supportive Housing (CSH)
  - o OrgCode
  - National Alliance to End Homelessness (NAEH)
  - o National Low Income Housing Coalition (NLIHC)
  - o NAMI National Alliance for Mental Health

#### **HIV Related Resources**

- HIV Testing and Prevention
  - o CDC HIV, STI and Hep-C Testing Locator
  - o <u>Kentucky CHFS HIV/AIDS Branch</u>

- Kentucky HFS HIV/AIDS Prevention Program
- o CDC HIV Prevention Kentucky
- o CDC State Laws that address High-Impact HIV Prevention Efforts

#### HIV and AIDS – Data, Reporting and Statistics

- o <u>Kentucky CHFS HIV/AIDS Reporting and Statistics</u>
- o AIDSvu Mapping HIV in KY LIMITED by-county data

#### • PrEP (Pre-Exposure Prophylaxis) Resources

o CDC – National Prevention Information Network – PrEP Locator

#### • Ryan White HIV Care Services

- HIV/AIDS Services Program (State of Kentucky)
- o Ryan White Services Eligibility Application
- Kentucky AIDS Drug Assistance Program (KADAP) For more info 1-866-510-0005
- o KHCCP Kentucky HIV Care Coordinator Program and Regions
- o KHCCP Guidelines Manual 2016
- o KY Health Dept. HIV Standards of Care 2014
- o KY Health Dept. Kentucky HIV Integrated Prevention and Care Plan 2016-2021
- KY Health Dept. Comprehensive Overview of HIV/AIDS State of Kentucky Mandatory
   Training 2013
- o <u>Center for HIV Law and Policy</u>

#### • Hep C/HCV/Hepatitis C and STI Resources

- o <u>Kentucky CHFS Infectious Disease Branch</u>
- Kentucky CHFS Sexually Transmitted Disease Prevention and Control Program
- o University of Louisville Hep C Center
- o HepVu Mapping Hep C in KY LIMITED by-county data
- o CDC HIV, STI and Hep-C Testing Locator

This page intentionally blank.

Self-Declaration of Residency Must be completed by adult household members who do not have or <u>cannot obtain</u> third party proof of current residency. ١, am applying for housing assistance services. Client/Household Member I understand that Program regulations require collection of current residency documentation for all household members 18 years of age and older (my household must reside in the provider's Service Delivery Area (SDA) and documentation must be current as of the eligibility certification or recertification date). I understand that this form is used to declare residency for eligibility determination. ☐ I certify I have a fixed address, but **cannot obtain** third party proof. Please explain why you cannot obtain residency documentation: Physical address: Street and Unit, City, State, Zip, County Mailing address (if different): Street/PO Box, City, State, Zip, County \* ☐ I certify I do <u>not</u> have a fixed address and I am <u>homeless</u>. I cannot provide documentation of current residency. Physical address/location I stayed last night: Street and Unit, City, State, Zip, County Mailing address (if different): Street/PO Box, City, State, Zip, County ☐ CATEGORY 1 ☐ CATEGORY 3 I lack a fixed, regular, and adequate nighttime residence: I am an unaccompanied youth under 25 years of age and do not • My primary nighttime residence is a public or private place otherwise qualify as homeless, but: not meant for human habitation; or • I am defined as homeless under other federal laws; and • I am living in a temporary shelter (including congregate • I have not had permanent housing during the 60 days prior to shelters, transitional housing, and hotels or motels); or the date of this self-declaration; and • I am exiting an institution where I have resided for 90 days or • I have experienced persistent instability as measured by two less and resided in a place not meant for human habitation or moves or more during the preceding 60 days; and temporary shelter immediately before entering that • I expect to continue in such status for an extended period of institution. time due to special needs or barriers. ☐ CATEGORY 2 ☐ CATEGORY 4 I will imminently lose my primary nighttime residence: I am fleeing domestic violence: • I will lose my residence within 14 days of the date of this self-• I am fleeing, or attempting to flee, domestic violence, dating declaration; and violence, sexual assault, or stalking; and • I have not identified a subsequent residence; and • I have no other residence; and • I lack the resources or support networks to obtain permanent • I lack the resources or support networks to obtain other housing. permanent housing. I understand that third-party verification is the preferred method of confirming current residency. I understand selfdeclaration is only permitted when I do not have a fixed address or have attempted but cannot obtain third party proof of current residency. I understand that any misrepresentation of information or failure to disclose information requested on this form may disqualify me from participation in the Program and may be grounds for termination of assistance. It is unlawful to provide false information to the government when applying for federal public benefit programs per the Program Fraud Civil Remedies Act. I agree to report any changes in residency to my housing case manager immediately. Client/Household Member Name: Date: Client/Household Member Signature: Case Manager Name: Date: Case Manager Signature:

KHC Form HW - 600 (8/2022)



#### Medical Documentation Form

#### **Proof of an HIV+ Diagnosis**

The HOPWA program requires participants provide proof of an HIV+ diagnosis, where that diagnosis *precedes* the delivery date of HOPWA services. Rapid tests (test for antibodies only) must be followed-up with confirmatory DNA or RNA (NAT, nucleic acid test) tests, or antibody + antigen tests. The form must be completed by a physician or qualified health care worker. Examples of tests and qualified credentialled persons is noted below. *IMPORTANT: Once obtained, proof of HIV diagnosis does not expire, and does not need to be updated at annual recertifications, or if the client returns to HOPWA services after an absence.* 

Client Information				
Client Name:		Client	ID#:	
Medical Documenta	tion			
Positive HIV Test:	Yes No	Test Date:		
CD4+ Cell Count:		CD4%		
Viral Load:				
<u>Location</u> where medic	cal documentation, tes	st/lab results, are kep	t (file name, clinic f	ile):
□Client Pap	oer File 🔲 Clier	nt Electronic File	☐ Other Si	te/Clinic
If "Other Site/Clinic" p	lease note site and add	dress:		
Credentialling Physic	cian or Qualified Hea	alth Care Worker Inf	formation	
First Name:	Li	ast Name:		
Title/Credentialling: Stamp/Signature:				
Address Street:		City:	State: Zip	o:
Phone:	Email:	Da	ate:	

#### Acceptable Documentation for Proof of an HIV+ Diagnosis Includes:

- Clinical Information Form (CIF) Kentucky 's Ryan White Services Program's Clinical Information Form (CIF) documents a positive HIV+ diagnosis. Note client clinic location.
- **HIV Laboratory Detection Tests** DNA or RNA detection tests that indicate a positive viral load. Lab results must include the patient's name.
- HIV Antibody Screening Test Results Antibody tests (Reactive Enzyme Immunoassay (EIA)) with confirmatory western blot or Indirect Immunofluorescence Assay test (IFA) to confirm diagnosis.
- Statement or Letter of HIV+ Status by Medical Professional Dated, signed statement on letterhead, by a qualified health professional, with the signee's printed name and credentials, telephone number, and address.
- Hospital Discharge Paperwork or Medical Progress Notes Documentation signed by a qualified medical professional indicating that the individual is HIV+.
- Corrections (Jail, Prison, Detention etc.) A statement or letter from a criminal justice physician, indicating that the individual is HIV+.
- **Social Security Administration** Social Security Administration (SSA) disability certification naming HIV, as a disability

#### **Acceptable Signatories:**

- A licensed physician
- A licensed physician assistant
- A licensed nurse practitioner
- An Advanced Practice Nurse
- A registered nurse working under the supervision of a physician

#### **Unacceptable Signatories:**

- Client/Applicant Self-Declarations
- Case worker/Housing Coordinator
- Social Worker (including licensed social workers)



## Preferred Methods of Documentation For Income Verification

NOTE: Generally, bank account statements and deposit histories should not be used to verify periodic payments because the amount deposited is net rather than gross income. The source documents below are the preferred form of verification for questions regarding other forms please reach out to the <a href="KHC Partner Agency Portal">KHC Partner Agency Portal</a>.

Factor to be verified	Sources	Verification Tips
Employment Income including tips, gratuities, overtime.	<ul> <li>Paycheck stubs or earning statements.</li> <li>Verification form completed by employer – <a href="KHC Form-138">KHC Form-138</a>.</li> <li>Verbal confirmation with employer that describes amount, frequency and source of gross pay – <a href="KHC Form-170">KHC Form-170</a>.</li> </ul>	<ul> <li>Always verify: frequency of gross pay (i.e., hourly, weekly, biweekly, semimonthly, monthly); anticipated increases in pay and effective dates; overtime.</li> <li>Require consecutive pay stubs with no gaps; do not use check without stub.</li> </ul>
Alimony or child support.	<ul> <li>Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule.</li> <li>Written statement provided by ex-spouse or income source indicating all of above – KHC Form -156.</li> </ul>	Amounts awarded but not received can be excluded from annual income only when household members have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.
Income maintenance payments, benefits, income other than wages. (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions)	<ul> <li>Award or benefit notification letters prepared and signed by authorizing agency.</li> <li>Current or recent check stubs with date, amount, and check number recorded by the Project Sponsor.</li> </ul>	<ul> <li>Copying of U.S. Treasury checks is not permitted.</li> <li>Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended – KHC Form 159.</li> </ul>



- Award or benefit letters or computer printout from court or public agency.
- Most recent pension account statement.
- Notarized statement of income received other than wages.

## Current net household assets.

- Verification forms, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert nonliquid assets into cash.
- Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution.
- Copies of real estate tax statements, if tax authority uses approximate market value.
- Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs.
- Notarized statement or signed affidavit stating

- Use current balance in savings accounts and average monthly balance in checking accounts for last 6 months.
- Use cash value of all assets (the net amount the household member would receive if the asset were converted to cash).

Dividend income and savings account interest income.	cash value of assets or verifying cash held at household member's home or in safe deposit box – KHC Form – 160.  Verification form completed by bank. Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest).	<ul> <li>The Project Sponsor must obtain enough information to accurately project income over next 12 months.</li> <li>Verify interest rate as well as asset value.</li> </ul>
	<ul> <li>Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months.</li> <li>Broker's quarterly statements showing value of stocks/bonds and earnings credited to the household member.</li> <li>Notarized statement or signed affidavit stating dividend income and savings account interest income – KHC Form 160.</li> </ul>	
Interest from sale of real property. (e.g., contract for deed, installment sales contract, etc.)	<ul> <li>Verification form         completed by an         accountant, attorney,         real estate broker, the         buyer, or a financial         institution which has         copies of the         amortization schedule         from which interest         income for the next 12         months can be obtained.</li> <li>Copy of the contract.</li> </ul>	<ul> <li>Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset.</li> <li>The Project Sponsor must get enough information to compute the actual interest income for the next 12 months.</li> </ul>



		T
	<ul> <li>Copy of the amortization schedule, with sufficient information for the Project Sponsor to determine the amount of interest to be earned during the next 12 months.</li> <li>Notarized statement of interest from sale of real property.</li> </ul>	
Net Income for a business	Form 1040 with Schedule	None
	C, E, or F.	
	Financial Statement(s) of	
	the business (audited or	
	unaudited) including an accountant's calculation	
	of straight- line	
	depreciation expense if	
	accelerated depreciation	
	was used on the tax	
	return or financial	
	<ul><li>statement.</li><li>For rental property,</li></ul>	
	copies of recent rent	
	checks, lease and receipts	
	for expenses, or IRS	
	Schedule E.	
	Any loan application	
	listing income derived	
	from business during the preceding 12 months.	
	KHC Form 140 - Affidavit	
	of Self Employment	
	Income.	
Recurring contributions and	A completed KHC Form	Sporadic contributions
gifts.	157 – Verification of Informal Support - signed	and gifts are not counted as income.
	by the person providing	as income.
	the assistance.	
	Notarized statement or	
	affidavit signed by	
	household member	



	stating purpose, dates,	
	and value of gifts.	
Self-employment, tips,	<ul> <li>Form 1040/1040A</li> </ul>	None
gratuities, etc.	showing amount earned	
,	and employment period.	
	Completed KHC Form 140	
	– Affidavit of Self	
	<b>Employment Income</b>	
	signed by household	
	member showing amount	
	earned and pay period.	
Zero Income.	Completed KHC-Form	Project Sponsors may
	206 -Zero Asset	require household
	Certification on which	member to sign
	household member self-	verification release of
	certifies zero income.	information forms for
		state, local, and federal
		benefits programs.
		<ul> <li>Project Sponsors may</li> </ul>
		require the household
		member to recertify zero
		income status at least
		every 90 days.



## Income Verification Due Diligence

Applicant's Name:	SSN: XXX-XX-				
The completion of this form is required when source documents and/or third-party verifications of income are not obtainable and/or HUD's preferred method of verifying income is not followed. HUD specifies the following order for income verifications: source documents, written third-party, oral third-party, and self-certification.					
_	Potential reasons for not obtaining source documents: applicant/participant does not receive paystubs due to direct deposit, the first paycheck has not yet been received, social security award letter has been misplaced or lost, etc.				
Potential reasons for not obtaining third-party verificantly, third party refused to provide information, e					
Efforts reflecting attempts to follow HUD's preferre faxes, etc.	ed order include phone calls, e-mails, letters,				
When documenting the efforts and outcomes for phone call attempts, descriptions must include the name and title of the individual, contact number, date and time. Copies of efforts to obtain third-party documentation through e-mail correspondence, certified letters, faxes, etc. should be attached to this document.					
Describe the reason(s) for the inability to acquire H	Describe the reason(s) for the inability to acquire HUD's preferred income verification:				
Describe efforts to follow HUD's preferred method	of verifying income and the outcome:				
Document(s) Attached: Yes No					
If yes, specify:					
I certify this information is true and complete.					
Signature:	Date:				
Name:	Title:				
E ALASTI	KHC Form HCA- 137- (8/2022)				

Ve	rification of Employment	
Applicant's Name:	SSN: XXX-XX-	
The person referenced above is a partici require that we verify the income of prog and used for the stated purpose only. I he	ram participants. The information pr	ovided will remain confidential
Signature of Applicant	Date	
SECTION TO	O BE COMPLETED BY THE EMPLOYER	
Employer:		
Address	City	State Zip
Employee Job Title:		
Current Wages/Salary: \$		
(circle one) hourly weekly bi-weekly	semi-monthly monthly ye	arly other
Average # of regular hours per week:	Year-to-date earnings: \$	through//
Overtime Rate: \$ per hour	Average # of overtime hours per	week:
Shift Differential Rate: \$ per hou	r Average # of shift differential hou	ırs per week:
Commissions, bonuses, tips, other: \$		
(circle one) hourly weekly bi-weekly	semi-monthly monthly y	early other
List any anticipated change in the employe	ee's rate of pay within the next 12 mo	nths:
If the employee's work is seasonal or spora	adic, please indicate the layoff period(	(s):
Additional remarks:		
Employer's Signature	Employer's Printed Name	Date
Phone Number:	Fax:	



		Affidavit of Self-Employment Income	
		of (Address)	
sworn deposes and says thati		is self-employed, said occupati	on being:
The af	fiants' place of business is	located at	·
	his declaration under pena ation and false swearing u	alty of perjury and with full knowledge of the reperd nder Kentucky law.	cussions of willful
		STATEMENT OF INCOME FROM BUSINESS	
A.	•	GROSS income (should be past 12 months or a short Ending date:	er period):
B.	<ol> <li>Cost of goods and,</li> <li>Rent (business loc</li> <li>Utilities (Water, El</li> <li>License fees: \$</li> <li>Other (specify)</li> <li>Number of Employ</li> <li>Employees' salarie</li> <li>Owner's salary (see</li> </ol>	sation only):\$ lectric, phone, internet, etc. for business only): \$  yees: es (other than self and family): \$	
	\$ LESS TOTAL EXPENSES (fro EQUALS NET INCOME	om "B. 8" above)	\$ <b>\$</b>
	****YOU MUST #	ATTACH MOST RECENT COPY OF YOUR FEDERAL TAX RE	TURN****
The ab	ove information is correct to	the best of my knowledge, and I agree to notify	
Signatu	ıre	 Date	
		NOTARY	
State of County	of		
20swore a	$_{-\!-\!-}$ , the person whose signature	, a Notary Public, do hereby certify that on thisda e is above appeared before me, known to me personally or pro e/she executed the same for the purpose and in the capacity had and correct.	ovided evidence of same, and
Notary	Public, State of	Name: Cor	mmission Expires:



## Affidavit of Self-Employment Income

## This form must be completed by agency staff not client

#### **NET INCOME CALCULATION FORM**

Using information supplied from the client's tax returns, complete the form below to calculate NET INCOME for self-employed persons or from a business. Only official transcripts from the IRS should be used to calculate official income.

	Tax Year:	
Gross Income:	Gross Income:	
EXPENSES	EXPENSES	
Cost of goods and/or materials \$	Cost of goods and/or material	s \$
Rent (of business location) \$	Rent (of business location)	\$
Utilities (of business location) \$	Utilities (of business location)	\$
License fees \$	License fees	\$
Other:\$	Other:	\$
Other: \$	Other:	\$
Other:\$	Other:	\$
Number of Employees	Number of Employees	
Staff wages (not self/family) \$	Staff wages (not self/family)	\$
Owner's salary (self/family) \$	Owner's salary (self/family)	\$
EXPENSE TOTAL \$	EXPENSE TOTAL	\$
Gross Income \$	Gross Income \$	
(minus) <b>Expenses</b> \$	(minus) <b>Expenses</b> \$	
(equals) <b>NET INCOME</b> \$		



	Zero Income Certification			
l, _ ——— house	, have applied for assistance through the program. Program regulations require verification of all income from participating holds.			
Incom	e includes but is not limited to:			
•	Gross wages, salaries, overtime pay, commissions, fees, tips and bonuses			
•	Net income from operation of a business or from rental of real or personal property			
•	Interest, dividends and other net income of any kind from real or personal property			
•	Periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts			
•	Lump sum payment(s) for the delayed start of a periodic payment (except as provided in 24 CFR 5.609 (b)(5))			
•	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay			
•	Public assistance			
•	Alimony and child support payments (whether through the court system or not)			
•	Regular pay, special pay and allowances of a head of household or spouse who is a member of the Armed Forces (whether or not living in the dwelling)			
•	Regular monetary gifts from family and/or friends			
I have	stated during this verification process that I have no income at this time.			
may o	rstand that any misrepresentation of information or failure to disclose information requested on this form disqualify me from participation in the program for which I am applying, and may be grounds for nation of assistance. I certify that the above information is true and correct. I also understand that it is my nation to report all changes to my household composition or income when they occur.			
Signat	ure: Date:			
Witne	ss: Date:			
•				

KHC Form HCA - 151 (8/2022)

		Verification	of Child S	upport	
Applicant's Name:				SSN: XXX-XX-	
•	y the income of pr	ogram partici	pants. Pleas	sisted housing program. Fe complete all information b	_
Signature of Applicar	nt	D	ate		-
	SECTION BELOW	ТО ВЕ СОМРІ	ETED BY CH	ILD SUPPORT PROVIDER	
Amount of child supp	port payments: \$ _	week	ly; \$	_ monthly; \$ other	
If inconsistent, list to	tal amount in last	six months: \$			
Date child support pa	ayments began:		Date ende	d:	_
Names of children fo	r which payments	are made:			
Name		Nam	ne		
Name		Nam	ne		
Name		Nam	ne		
I certify this informa	tion is true and co	omplete.			
Name (Print)		Signatur	re	Date	-
Address	City	State	Zip	Telephone	-
Title or relation to pa	rticipant (agency	if applicable)			-



	Verification of Inforr	nal Support		
Applicant's Name:		SSN: XX	X-XX-	
The person referenced above require that we verify the incon	-			_
I do hereby authorize the releas	se of this information:			
Signature of Applicant	Date			
SECTION BEI	OW TO BE COMPLETED BY IN	FORMAL SUPPO	ORT PROVIDER	
I certify that I provide financial	assistance in the amount of \$_	wee	ekly monthly	
The assistance provided is for: _				
I certify this information is true	e and complete.			
Name (print)	Signature		Date	
Relationship to Participant	Agency (if applicable)		Telephone	
Address	City	State	Zip	



	Verification of Benefits o	or Pension		
Applicant's Name:		SSN: XXX-X	X-	
The person referenced above is a require that we verify the income of		_		
I do hereby authorize the release of	this information:			
Signature of Applicant	Date		<del></del>	
SECTION BELO	W TO BE COMPLETED BY BE	NEFITS ADMINIS	STRATOR	
Amount of monthly payment to part	cicipant: \$			
OR				
Amount of weekly payments to part	icipant: \$			
Date Payments Began:	Date Payments E	Ended:		
Deductions from gross income for m	nedical insurance premiums:	\$		
Type of Benefit (check one): ☐ Pension ☐ Annuity ☐ Retirement ☐ VA ☐ Welfare ☐ Social Security ☐ Unemployment ☐ Kinship ☐ K-TAP ☐ Other (please list):				
I certify this information is true and	complete.			
Name:	Signature:		Date:	
Title:	Agency/Company:		Telephone:	
Address:	City:	State:	Zip:	



# 

	Current Balance	on Account	<u>Opened</u>		
Checking Account #1:	\$	\$			
Checking Account #2:	\$	\$			
	<u>Current Balance</u>	Interest Rate on Account	Date Account Opened		
Savings Account #1:	\$	\$	<del></del>		
Savings Account #2:	\$	\$			
Other Accounts:					
Account Type	Current Balance	Interest Rate on Account	Date Account <u>Opened</u>		
	\$	\$			
	\$	\$			
I certify this information is true and complete.					
Name:	Signature:		Date:		
Title:	Agency/Company:		Telephone:		
Address:	City:	State:	Zip:		



		Child Support Affidavit		
nt Ho	ouseh	old Name:		
d's N	lame:		_	
port a ment ect a n tak	amou ts are moun ken. As	received must be included as income whether or not there is a court order and awarded by the courts but not received can be excluded only when the court being made <b>and</b> the client household provides further evidence that all its due, including filing with the appropriate courts or agencies responsible for part of the qualification process required by federal and/or state housing proceded. Please complete one form for each child.	client household reasonable legal or enforcing payr	certifies tha actions to nent, have
		ou receive child support?	Yes	No
			Go B	Go taC.1
l red 1.	ceive:	Payment amount:		
2.		Frequency:		
3.		Name of source :		
4.		Go to C.1		
	1.	Have you been awarded child support by court-order?	Yes	No
			Go to C.2	Go to D.
2.	Pro	vide a copy of entire document (court order), enter amount of award \$, and frequency; go to C.3.		
	3.	Is payment being received as awarded?	Yes	No
			Go to 3. a	Go to 3. b
	a.	Indicate the manner by which payment is received and sign form.		
		i. Enforcement Agency:		
		ii. Court of Law:		
		iii. Direct from responsible party:		
		**Name source and provide affidavit or s	tatement from tl	ne source.
		v. Other:		
	b.	If payment is not received or if the amount received is less than the amound documentation of collection efforts.	int awarded pro	vide details



	Chi	ld Support Affidavit		
) <u>.</u>	Yes	No		
	If yes, please list amount:	☐ Per Week ☐ Per Month	Sign Form	Sign Form
ny kr	r penalty of perjury, I certify that the informa nowledge. The undersigned further understa . False, misleading or incomplete information	nds that providing false representations I	nerein constitu	
Appli	cant/Resident Signature:	Date:		



## **General Telephone Verification**

#### THIS FORM TO BE COMPLETED BY AGENCY STAFF PARTICIPATING IN TELEPHONE CONVERSATION

RE:		SSN XXX-XX-		
	Applicant's Name (print)		(last four digits)	
Date	of call:			
Time	of call:			
Third	Party Company Name:			
Phon	e number called:			
Spok	e with:			
Title:				
Conv	ersation:			
				<del></del>
I cert	rify the information above is a true and	d accurate representatio	n of the telephone conversa	ation that took place:
Agen	cy Staff Signature:			
Date:	:			

WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.



## Certification of Zero Assests Household Name: 1. I/we hereby certify that I/we do not own, have, or have interest in the following Assets: Savings account, checking account, safety deposit box, or other type of bank account; Debit card, pay card, or other type of card that allows for electronic deposit of funds; b. Certificate of Deposit (CD), Money Market Account, or Trust Fund; c. Stocks, bonds, or other investment accounts; d. Individual Retirement Account (IRA), 401K account, or Keogh account; Other retirement or pension funds; f. Real estate, or land contract; g. h. Life insurance policy (excluding term life policies); Capital investments; or, Personal property held for investment (example: antique cars, jewelry, coins) j. 2. Disposed of Assets. Please check one of the following options: In the last two (2) years, I/we have sold assets for less than fair market value (only count those that have been sold for more than \$1,000 less than their fair market value. In the last two (2) years, I/we have given away assets for less than fair market value (only count those assets worth \$1,000 or more) I/we have not sold or given away assets for less than fair market value in the last two (2) years I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of assistance.

WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.



Signature:

Signature:

Date:

Date:

Verif	ication Of	Childcare Expenses	
RE:Applicant's Name (print)	SSN _	XXX-XX- (last four digit	s)
The individual referenced above is a parequire that we verify expenses paid for the to attend school. The amounts provided refrom another source.	care of depe	ndent children enabling th	e family member to be employed or
By signing below, I authorize the release of the amount paid:	this informat	tion and certify that I am r	not reimbursed from any source for
Applicant's Signature:		Date:	<del></del>
THIS SECTION TO	O BE COMPL	ETED BY CHILDCARE PRO	VIDER
By signing below, I certify that I provide ch amount of compensation stated. Please co			ced participant and receive the
Names of children for which childcare is pro	ovided:		
Name:		Name:	
Name:		Name:	
I receive \$ weekly for services (	( <i>OR)</i> Treceiv	ve \$ monthly	for services.
Date child care began: number weekly (OR) monthly.	er of hours c	nild care is provided:	daily <i>(OR)</i>
Is any portion of the childcare expense paid	l by another	source? □Yes □No	
If Yes: Total childcare amount: \$	Amount	paid by another source: \$	
If amounts are received for childcare dur received:	,	· · · ·	provide dates and amount
I certify that this information is accurate:			
Child Care Provider Signature		Name (prin	t)
Child Care Facility (if applicable)		Telephone	#
Address	Cit	y State	Zip

WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.



Verification	n of At	tendant (	Care Expen	ses	
RE:Applicant's Name (print)	SSN _	XXX-XX	(last four d	igits)	
The individual referenced above is a participar that we verify attendant care expenses paid fo out-of-pocket by the individual or family members.	r unreim	nbursed, ant	icipated cost	s. The amounts pr	
By signing below I authorize the release of this the amount paid:	s inform	nation and c	ertify that I a	ım not reimbursed	I from any source for
Applicant's Signature		Date			
SECTION BELOW TO BE	COMPLE	ETED BY ATT	ENDANT CAR	E PROVIDER	
By signing below, I certify that I provide attended of compensation stated.	ant care	for the abo	ve-referenced	d participant and re	eceive the amount
Is any portion of the attendant care expense pai	d by and	other source	? □Yes	□ No	
If Yes: Total amount: \$	Amount	t paid by and	ther source:	\$	_
I receive \$ weekly for services (OR)	I receiv	ve \$	monthly	for services.	
Date attendant care began:					
Number of hours attendant care is provided:	daily (	(OR)	weekly <i>(OR)</i>	monthly.	
If amounts are received for attendant care durin received:	g holida	ys, vacation	s, etc., please	provide dates and	amount
I certify this information is true and complete.					
Attendant Care Provider Signature		Name	e (print)		
Attendant Care Facility (if applicable)		Phone	e Number	<del></del>	
Address	Ci	ity	State	Zip	
WARNING: It is unlawful to provide false information benefit programs per Section 1001 of Title 18 of		_		applying for feder	al public



penses of program p ir, walker, ramp, vis available, then pro y insurance or reimb	(last four assisted housi articipants. This ion impaired epuised to the partical foursed to the partical four foursed to the partical four foursed to the partical four four four four four four four four	ng progra s informat expenses, expenses t erticipant.	nm. Federal regulations requition includes the estimated of etc.) of the participant for for the past 12-month per
cipant in a federally benses of program p ir, walker, ramp, vis available, then pro y insurance or reimb	(last four assisted housi articipants. This ion impaired epuised to the partical foursed to the partical four foursed to the partical four foursed to the partical four four four four four four four four	ng progra s informat expenses, expenses t erticipant.	tion includes the estimated of etc.) of the participant for
penses of program p ir, walker, ramp, vis available, then pro y insurance or reimb	articipants. Thi sion impaired e ovide medical e oursed to the pa	s informatexpenses, expenses farticipant.	tion includes the estimated of etc.) of the participant for
	,		oursed from any source for th
			·
	D	ate:	
TO BE COMPLETED E	BY DOCTOR OR	OFFICE ST	AFF
Total O	ut-of-Pocket An	nount Paid	d by Participant
		(OR)	Last Actual 12 Mo.
Signature:			Date:
Name of Business:			Phone Number:
City	Stat	e	Zip
	Signature:  Name of Busines  City	Total Out-of-Pocket An Anticipated 12 Mo.  Signature:  Name of Business:  City State	Signature:  Name of Business:  City State



Verification	of Medical Expen	ises	
RE: SSN			
Applicant's Name (print)	(last fo	ur digits)	
The individual referenced above is a participant in a that we verify the out-of-pocket medical expenses o third party, such as a doctor or pharmacist, familiar the participant for the next 12-month period. If month period. Expenses do not include amounts covered	f program participants with the actual or es not available, please	s. This info timated οι provide m	ormation must be provided by a at-of-pocket medical expenses of edical expenses for the past 12-
By signing below I authorize the release of this infor the amount paid:	mation and certify tha	t I am not	reimbursed from any source for
Applicant's Signature		Date	<del></del>
SECTION BELOW TO BE COMPLETED	BY DOCTOR, PHARM	ACIST OR O	FFICE STAFF
	Total Out-of-Pocket	Amount Pa	aid by Participant
Description of Medical Expenses	Anticipated 12 Mo.	(OR)	Last Actual 12 Mo.
The information is provided by:		,	
Name (print) Signature			Date
Title Name of Bu	siness		Phone Number
Address City	State	2	Zip
WARNING: It is unlawful to provide false information programs per Section 1001 of Title 18 of the United S		vhen apply	ing for federal public benefit



Declaration of No Social Security Nu	mber

If you have a Social Security Number, the law requires you to disclose it on your application for assistance. You are not required to have or obtain a Social Security Number to apply. If you do not have a Social Security Number, you are still eligible to apply if you meet the eligibility requirements, but you must complete and return this form with your application.			
I declare under penalty of perjury under the	law that I do not have a Social Security Number.		
Printed Name	Signature		
Address	Place Signed		
	Date Signed		

Verification of Receipt of Required Documents				
RE: SSN XXX-	XX-			
Applicant's Name (print)	(last four digits)			
It is required that the client be provided with the information listed b maintained in the client file will serve as proof of delivery to the clien must initial after each checked box.				
☐ Notification of Rights to Fair Housing information provided a	and reviewed			
☐ KYHMIS Privacy Notice & Release of Information				
☐ Confidentiality & Personal Privacy Protection Policy provide	d and reviewed			
☐ Grievance Policy and Appeals Process provided and reviewe	rd d			
☐ Termination Policy provided and reviewed				
☐ Program Policies and Rules provided and reviewed				
☐ HOPWA Program Participation Agreement				
☐ Dangers of Lead Based Paint information provided and revie	ewed			
☐ VAWA Notice of Occupancy Rights (Form HUD-5380)				
☐ VAWA Certification of Domestic Violence, Dating Violence, Stalking, and Alternative Documentation (Form HUD-5382)	Sexual Assault, or			
I certify that I have provided the client with the information documents/publications indicated and allowed the client opportunions ensure a thorough understanding of the information.				
Signature of intake staff or case manager	Date			
Comments:				
I certify that I have received the documents noted above. I was have those questions answered satisfactorily.	provided the opportunity to ask questions and			
Client Signature	Date			



#### **SAMPLE Personal Privacy Protection Policy**

Purpose: To ensure the confidentiality of protected health information, employee, business and consumer records.

#### Procedure:

The (agency) considers maintaining the confidentiality of protected health information, employee information, business and consumer records a matter of high priority. Each person accessing agency data and resources holds a position of trust relative to this information and must recognize the responsibilities entrusted in preserving the security and confidentiality of this information.

All Employees, Volunteers and Students Must:

- Understand that all information regarding clients, former clients or persons who are seeking housing/housing resources must be kept confidential under state provisions governing confidentiality (KRS 210.235) and the Health Insurance Portability and Accountability Act of 1996.
- 2. Understand that confidential or sensitive consumer, business, financial and employee information should be disclosed to those authorized to receive it.
- 3. Policies and procedures governing the storage and use of any agency paper and/or electronic data will be followed.
- 4. Report any known violations of this agreement.
- 5. Understand that the failure to maintain confidentiality requirements may result in sanctions up to termination of employment and may be punishable by civil or criminal penalties including fines ranging from \$100.00 to \$250,000.00 and prison terms for 1 to 10 years pursuant to KRS 210.991 and the Health Insurance Portability and Accountability Act of 1996.

#### Employees, Volunteers and Students May Not:

- 1. Use of disclose information that identifies a client or contents of any record/plan or report except to fulfill assigned duties.
- 2. Use of disclose any confidential consumer information (ie, income, housing violations, health information) except to fulfill assigned duties.
- 3. Knowingly include or cause to be included in any record or report, a false, inaccurate or misleading entry.
- 4. Remove copy or discard any agency record or report except in the performance of assigned duties.

#### Effective Date:

#### **SAMPLE Grievance Process**

If a participant believes they have been wrongly given written notice of program termination assistance, they may appeal the notice. The participant must contact the Executive Director by mail, email (dafd@dfds.com), phone (502-???-???, ext. ???), or face-to-face visit. They must initiate contact within 10 calendar days of receiving the notice. Appeals after 10 days will not be reviewed.

The Executive Director will review the participant's claim, their file, supporting financial documentation, and/or other information to make a decision within 7 calendar days of receiving the appeal. The Executive Director will issue written notice of their decision to the participant.

If the participant would like to appeal the decision of the Executive Director, they may send that appeal to the Chair of the Board of Directors.

Effective Date:

#### **SAMPLE Housing Program Termination Policy**

(AGENCY) may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If any member of the household commits a drug-related and/or violent criminal activity criminal activity.
- If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- If the Household has engaged in or threatened abusive or violent behavior toward personnel, program landlord/staff, or neighbors.
- If the Household receives assistance through (Agency Program) while receiving another housing subsidy for the same unit or a different unit under any other federal, state or local housing assistance program.
- If the Household owns or has an interest in the property they wish to rent.
- If any member of the Household commits any violations of the lease.
- If the Household subleases the unit.
- If the Household damages the property beyond normal wear and tear.
- If the Household fails to return any requested information and documentation to (Agency)

#### **Absence from the Unit Standards**

- Units will not be subsidized that are not occupied for more than a 30-day period without written notification to (Agency) for an approved reason. The following standards apply:
- Failing to maintain individual-furnished utilities could be considered as failure to occupy a unit due to violating physical property standards.
- If the participant is incarcerated for more than 90 days, then assistance will be terminated.
- Up to six months will be allowed if the participant has a serious medical condition that requires him/her to be out of the unit for medical treatment.
- A participant may not be absent from the assisted unit for a period of more than 180 consecutive days for any reason.

**Termination Notice:** If the Housing Program Manager determines program assistance must be terminated, (Agency) will provide at least a 30-day notice of termination with a clear statement of the reasons for termination (last day of the next month after written notification) to the Owner, participant and case manager. The only exception to this is if the participant voluntarily withdraws from the program, moves from the unit without giving notice, or has deceased. In these three instances, housing assistance will end on the last day of the month in which the event occurred.

The Household may terminate tenancy in accordance with the lease when the lease ends.

#### **HOPWA Program Agreement**

#### **HOPWA Program Agreement**

Must be completed before initial eligibility certifications and annual eligibility recertification. The goals of the HOPWA Program are to help low-income persons living with HIV and their households establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services. HC authorizes the following services, funded by grants from the U.S. Department of Housing and Urban Development (HUD):

- Tenant-Based Rental Assistance
- Short-Term Rent, Mortgage, and Utility
- Short-Term Supportive Housing
- Transitional Supportive Housing
- Permanent Housing Placement
- Housing Case Management

#### **Eligibility:**

- At least one of your household members must be living with HIV.
- Your household annual gross income cannot exceed 80% of area median income per your county of residence.
- Your household must reside in the Project Sponsor's HIV Service Delivery Area.

#### Rights:

- To receive services in a non-discriminatory manner without regard to race; color; religion; sex; national origin; disability; familial status; actual or perceived sexual orientation, gender identity, or marital status; or whether you are a survivor of domestic violence, dating violence, sexual assault, or stalking.
- To have your records and communications kept confidential.
- To be informed of the terms and expectations of your housing and any consequences for refusing to comply with them.
- To be informed of Project Sponsor policies and procedures and any consequences for refusing to comply with them
- To use Project Sponsor grievance procedures and/or file a fair housing complaint with HUD if your rights have been violated.

#### Responsibilities:

- Provide true and complete eligibility information and engage in honest and regular communication with your case manager.
- Report changes in income, residency, or household composition to your case manager immediately.
- Heed the terms of your lease and pay housing costs on time.
- Maintain the safety and sanitation of your housing.
- Apply for a Housing Choice Voucher and other affordable housing programs, renew applications as required, and accept assistance as offered if you receive rental assistance.
- Collaborate with your case manager to develop and comply with a comprehensive housing plan to achieve permanent sustainable housing and adhere to medical care.



#### **HOPWA Program Agreement**

#### **Mutual Expectations:**

- All services provided are free of charge.
- My advocate/worker and I should treat each other with respect and work to build good communication.
- Both parties agree to be prompt to meetings and prepared for the time together. Both parties agree to call ahead if the meeting needs to be rescheduled.
- If I experience difficulty, I understand my right to use the participant grievance procedure.

#### **Participation Acknowledgement:**

I have read and understand the HOPWA Program Agreement. I understand that HOPWA is a voluntary program and that my household must meet basic eligibility requirements to be considered for enrollment. I understand that financial assistance may vary from one household to another. I understand that services are needs-based and depend on funding availability, agency capacity, and adherence to my housing plan. To gain housing stability, I agree to consider ways of increasing income and decreasing non-essential expenses. I understand that non-compliance with the Responsibilities listed above may result in termination of services.

I received the provider's termination and grievance policies, or I know the local	cation of these policies.
Client Name:	
Client Signature:	Date:
Case Manager Name:	
Case Manager Signature:	Date:



D -		4		_
Pa	ge.		nτ	٦,

		Housing Search Guidelines
Search Dates:	START _	FINISH

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

#### The general housing search rules:

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

#### **Housing Search Guidelines**

#### Step-by-Step:

- 1. Get certified for the Program. (You did that today!)
- 2. Talk about your housing options and preferences with your Housing Coordinator.
- 3. Begin looking for a rental unit that meets the room size and rent guidelines listed here. (See some suggestions for places to start on the back of this packet.)
- 4. When you find a unit, you think you might like, call the landlord to see if s/he will work with the program. Your Housing Coordinator may be able to talk to potential landlords if they have questions. The Landlord Participation Agreement also explains how the program works you can give landlords copies.
- 5. Ask to see the unit. Make sure it will pass our inspection See the checklist following KHC Form 172: Habitability Inspection for HOPWA.
- 6. If you like the unit, work with the landlord to complete a Request for Move-In Approval form and give the form to your Housing Coordinator. Your Housing Coordinator will let you know if the rental unit meets guidelines.
- 7. The landlord might want you to fill out an application. The program cannot pay application fees. If you need help paying an application fee, you should talk with your Housing Coordinator.
- 8. If the landlord accepts your application, get an **unsigned copy** of the rental agreement, and get it to your Housing Coordinator. Your Housing Coordinator must look at the rental agreement and approve it before you can sign it.
- 9. If your Housing Coordinator approves the rental agreement, s/he will give you a Move-In Authorization Notice. Don't sign the rental agreement until your Housing Coordinator gives you your Move-In Authorization Notice.
- 10. Now you can sign the rental agreement and get ready to move in!
- 11. Sometime either before or shortly after you move in, your Housing Coordinator will come to the unit to inspect it to make sure it is a decent. safe and sanitary unit.



Page	2	of	5
rage	3	UΙ	J

## **Housing Search Guidelines**

Your	maximum	unit size	and	rents:
ı ouı	IIIGAIIIIGIII	ullic 312C	ana	i Ciito.

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

Your maximum room size:		
Your maximum rent* if City:	BR	BR

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

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



Page 4 of 5

## **Housing Search Guidelines**

#### The housing inspection:

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

ome of the things that your Housing Coordinator will look for
Make sure that any units you are looking at:
☐ Have enough sleeping rooms for your household. You need at least rooms.
☐ Have locks on all the windows and doors.
☐ Don't have any large holes in the walls, ceilings, or floors.
lacksquare Have working hot and cold water in the kitchen and bathroom.
Have a bathtub or shower.
☐ Have a working toilet.
Have a working stove, oven, and refrigerator.
☐ Have space to store your food.
☐ Have lights and electrical outlets in every room.
☐ Don't have exposed electrical wires.
Have adequate heat sources for cold weather (wall heaters, furnace, etc.).
☐ Have doors or windows that open for warm weather.
☐ Have trashcans for you to put your trash in and garbage service.
☐ Have working smoke detectors.
his isn't a full list, but it covers most of the important things. Your Housing Coordinator will work with you and your and lord to schedule the actual inspection either right before you move in or very soon after.



Page 5 of 5	Housing Search Guidelines	
Some places to start your search:		
Your notes:		
Your Housing Coordinator's contact inform	ation:	
Housing Coordinator Name: Address: City, St. Zip: Phone: Fax: Email:		



	Initial Housing Plan			
E:	SSNXXX-XX			
Applicant's Name (print)	(last	four digits)		
urrent housing situation:				
umber in household:				
entify needs & barriers; establish goals, do	cument referrals/supportive se	rvices		
ousing Objective: establish or better main	<del>-</del>		ocus on immediat	e needs,
hile assisting in the development of long-te		homelessness	1 1	
<ol><li>Identify needs/barriers to housing (Wh crisis?)</li></ol>	lat is causing nousing	Yes	No	Maybe
) Lack of Income				
) Money management				
) Rental history				
l) Credit history				
· · · · · · · · · · · · · · · · · · ·				
c) Criminal history				
Other, specify				
		To b	e completed by	
2. Initial housing goals (steps to eliminate	barriers identified above)	Date	Caseworker V	Client √
a) Steps/Objectives				
b) Steps/Objectives				
c) Steps/Objectives				
d) Steps/Objectives				
3. List referrals/supportive services client obtaining	received assistance in		Give details such as dates and referral/supportive service source	
obtaining  Ny signature below indicates my agreement	t and commitment to this housi			
vill update and revise this housing plan as I		··		
lient Signature:	Date	e:		
ousing Advocate/Case Manager:	Date:			
/ARNING: It is unlawful to provide false in rograms per Section 1001 of Title 18 of the		when applying f	or federal public	benefit

RE:	Initial Hou SSN XX				
\E	Applicant's Name (print)		(last four digi	ts)	
Current housing situat	ion:				
Number in household				<u>.</u>	
dentify needs & barri	ers; establish goals, document referral	s/supportive servic	es		
	tablish or better maintain a stable livir	•		ocus on immediat	e needs,
	levelopment of long-term housing plan		melessness		
•	arriers to housing (What is causing hou	using	Yes	No	Maybe
crisis?)  a) Lack of Income					
b) Money manageme	ant				
c) Rental history					
d) Credit history					
e) Criminal history					
f) Other, specify					
., c , c p c ,					
			To b	e completed by	
2. Initial housing go	als (steps to eliminate barriers identifi	ed above)	Date	Caseworker V	Client √
a) Steps/Objectives					
<b>b)</b> Steps/Objectives					
c) Steps/Objectives					
d) Steps/Objectives					
3. List referrals/sup obtaining	portive services client received assista	ance in		s such as dates ar oportive service s	
			'		
	dicates my agreement and commitme this housing plan as I progress through		olan. With my	consent, my case	e worker
Client signature:		Date: _			
lousing Advocate/Cas	se Manager:	Date:			
	vful to provide false information to th 1001 of Title 18 of the United States		en applying f	or federal public	benefit

<b>Client Name</b>	
--------------------	--

**Directions:** Follow the steps for that specific situation. If the steps are not followed in order, due diligence must be documented. Check the box(es) indicating which documents were obtained. \*The staff member completing the form should print name and then sign and date the bottom of the applicable page. \*Have supervisor (or equivalent) review the checklist and verifications. Upon review, the supervisor will initial and date indicating review and approval. \*Retain the applicable page of the Homeless Eligibility Verification Checklist and the verifications that were obtained in the participant file as verification of homeless eligibility status.

Applicable Street Outreach HUD Definitions of Homelessness Categories: Category 1(i) An individual or family with a primary nighttime residence that is a public or private place not designed or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or camping ground. Category 1(ii) An individual or family living in a supervised 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, or local government programs for low-income individuals).

Select the current nighttime residence?	Documentation Required	Document(s) Attached (select)	Supervisor Initial/Date
	Third Party:     a) HMIS Documentation: Recorded contacts in HMIS from Street Outreach team.		
The Street Category 1(i)	<b>OR b)</b> Documentation from street outreach worker on <b>Form 101: Outreach Worker Observation</b> . This form should only be used for Street Outreach providers that do not use HMIS.		
	OR c) Written referral from another housing or service provider on Form 102: Written Referral From Housing/Service Provider. This form to be used by Housing/Service providers that are not in HMIS but have first hand knowledge of an individual/families unsheltered living conditions.		
	2. Self Certification: A self certification by the individual seeking assistance must be completed on Form 105: Homeless Self-Certification. Note: If <u>all</u> criteria in section 2 of Form 105 are not applicable to the applicant's situation, this applicant		
	is not eligible under this category. If you are using this method, you must also complete <b>Form 110</b> documenting the reason that HUD's preferred third-party verification through methods 1a,1b and 1c were not obtainable.		
	Due Diligence: Form 110 completed by agency staff describing efforts to obtain third-party verification.		
	1 Third Party: a) HMIS Documentation: Recorded Entrires/Exits in HMIS from your Emregency Shelter.		
Shelter	OR b) Documentation from the emergency shelter's staff on Form 106: Written Verification from Emergency Shelter. Forward Form 106 to third party to use as template to ensure all required information is obtained when the emergency shelter does not pariticpate in HMIS.		
Category 1(ii)	2. Self Certification: A self certification by the individual seeking assistance must be completed on Form 105: Homeless Self-Certification. Note: If <u>all</u> criteria in section 2 of Form 105 are not applicable to the applicant's situation, this applicant is not eligible under this category. If you are using this method, you must also complete Form 110 documenting the reason that HUD's preferred third-party verification through methods 1a and 1b were not obtainable.		
	Due Diligence: Form 110 completed by agency staff describing efforts to obtain third-party verification.		
	1 Third Party: a) Documentation from charitable organization, federal, state or local government or hotel/motel staff on Form 111: Written Verification of Hotel/Motel Stay. Forward Form 111 to third party to use as a template to ensure all required information is obtained.		
Hotel/Motel Category 1(ii)	2) Self Certification: A self certification by the individual seeking assistance must be completed on Form 105 Homeless Self-Certification Note: If <u>all</u> criteria in section 2 of Form 105 are not applicable to the applicant's situation, this applicant is not eligible under this category. If you are using this method, you must also complete Form 110 documenting the reason verification through methods 1a were not obtainable.		
	Due Diligence: Form 110 completed by agency staff describing efforts to obtain third-party verification.		

**Staff Name** 

Signature

Date

	Outr	each Worker Ob	servation	
RE:		SSN <u>XXX-XX-</u>		_
Applicant's Name	e (print)	(las	st four digits)	
regulations require that must be obtained. The ve	we verify the homeless st erification must include: th	atus of this indivie location and th	ridual. Written verifine date(s) the individual	unded housing program. Federa ication from an outreach worke ual has slept in a public or privat eings, and the signature and titl
I do hereby authorize the	e release of this informatio	n:		
Applicant Name (print cle	early) Signature	of Applicant		Date
SEC	CTION BELOW TO BE COM	PLETED BY OUTI	REACH WORKER	
(Applicant Name)selection):		has slept i	n the following locati	on(s) (enter dates for each
car		from	to	
park		from	to	
abandoned building _		from	to	
bus or train station _		from	to	
airport		from	to	
camping ground		from	to	
other		from	to	
Additional information:				
Name of agency:				
Address:				
I certify this information	is true and complete.			
Staff Name and Title	Signatu	re	Date	
WARNING: It is uplant	l to provide false informa	tion to the gove	rnmant whon applyi	ng for faderal nublic benefit

programs per Section 1001 of Title 18 of the United States Code.

	Writi	ten Referral from Ho	using/Servic	e Provider	
RE:		SSN	XXX-XX-		
	Applicant's Name (print)		(last four di	gits)	
regula provio or pri and ti	pplicant referenced above has ations require that we verify der must be obtained. The very vate place not designed or ord tle of agency staff. For each of the ereby authorize the release of	the homeless status of the rification must include: the inarily used as a regular sle ccurrence selected below,	nis individual.  location and the	Written referral from a ne date(s) the individual odation for human being	housing or service has slept in a public
Applio	cant Name (print clearly)	Signature of Applican	t	Date	
	SECTION BELOW TO BE	E COMPLETED BY THE HOL	JSING OR SERVI	ICE PROVIDER STAFF	
	licant Name)selection):		has slept in th	e following location(s	) (enter dates for
С	ar		from	to	
р	ark		from	to	<u> </u>
a	bandoned building		from	to	<u> </u>
b	us or train station		from	to	
a	irport		from	to	
С	amping ground		from	to	
o	ther		from	to	
Addit	cional information:				-
Name	e of agency:				-
Addr	ess:				
I certi	ify this information is true and	d complete.			
 Staff I	Name and Title	Signature	Date		
WAR	NING: It is unlawful to provi	de false information to th	e government	when anniving for fed	aral nublic benefit



programs per Section 1001 of Title 18 of the United States Code

		Homele	ess Self-Certif	ication	
RE:	Applicant's Name (print)	SSN	XXX-XX-	(last four digits)	
	regulations permit the use of these h	_		ils or families who are I	-
certifica	ed a subsequent residence and lack thation from the individual or head of horequired.				•
	THIS SECTION TO BE COMPLET	TED BY APPLI	CANT OR HE	AD OF HOUSEHOLD	
1. My c	current living situation is (select one a	nd describe):			
•	k				
	ndoned buildingor train station				
	ort				•
	nping ground				•
she	lter				
	tution				
	Name				-
	AddressLiving arrangement prior to admissio				-
othe	er				<del></del>
					•
I last sle	ept in this place//	. I have slept	in this place	since/	·
2. Selec	ct all that apply (N/A for the street or	emergency s	helter):		
[ ] I/W housing	e lack the support networks (family, f	riends, faith-	based or soc	al networks, etc.) need	led to obtain permanent
[ ] I/W	e lack the financial resources needed	to obtain per	manent hou	sing.	
	dentify income and assets of the hou asset and amount. <i>These items may i</i>			e of income as well as a	amount. Include the
[] I/We	e am unable to identify a subsequent	residence and	d without ass	istance will be homeles	SS.
I certify	that the above selected statements	are true and	complete.		
Name (	orint clearly)	Signature		Date	
Receive	ed by:				
Staff Na	ime and Title	Signature		Date	
	NG: It is unlawful to provide false informal ns per Section 1001 of Title 18 of the		_	ent when applying for	federal public benefit



\	Written Verification fro	m Emergency Shelt	er	
RE: Applicant's Name (print)	SSN <u>XXX</u>	-XX- (last four digits)		
The applicant referenced above has a regulations require that we verify the operated shelter designated to provid obtained. The verification must inclu the title and signature of agency staff	homeless status of this in de temporary living arrang de: the emergency shelter	dividual. Written verif ements (including cong name and address, ap	ication from a publicly or p gregate shelters) must be	orivately
I do hereby authorize the release of t	his information:			
Applicant Name (print clearly)	Signature of Applicant		Date	
SECTION BELOW TO	O BE COMPLETED BY EME	RGENCY SHELTER STAI	FF	
(Applicant Name)	is current	y homeless and residir	ng at	
	shelter located at _			
	The client entered the s	helter on		
and exited on				
Additional information:				
I certify this information is true and o	complete.			
Staff Name and Title	Signature	Date		
WARNING: It is unlawful to provide programs per Section 1001 of Title 1			ying for federal public ber	nefit



Documenting Due Diligence				
RE:Applicant's Name (print)	SSN	XXX-XX- (last four digits)		
The completion of this form is requested method of verifying homeless state		source documentation is not provid	ded or HUD's preferred	
Potential reasons for not providing identified, inability to contact third		n include: safety of the individual(s)	, no third-party sources	
Efforts reflecting attempts to follow	w HUD's preferred orde	er include phone calls, emails, lette	rs, faxes, etc.	
When documenting the efforts and the individual, contact number, da correspondence, certified letters, f	te and time. Copies of	efforts to obtain third-party docum		
Describe the reason(s) you were u	nable to acquire third-p	party verification:		
Describe efforts to follow HUD's pr	referred method of veri	fication and the outcome:		
Document(s) attached: ☐ Yes	□ No			
If yes, specify:				
I certify this information to be tru	e and complete.			
Staff Name and Title	Signature	Date		
WARNING: It is unlawful to provious programs per Section 1001 of Title			or federal public benefit	



	Written Verification of Ho	tel/Motel Stay	
RE:  XX Applicant referenced above has regulations require that we verify the obtained. The verification must intentry and exit dates and the signature I do hereby authorize the release of	applied for assistance with our a ne housing status of this individua nclude: the hotel/motel name an re and title of the person providi	al. Written verification o d address, applicant's pa	f a hotel/motel stay must
Applicant Name (print clearly)	Signature of Applicant	Date	
	W TO BE COMPLETED BY CHARIT GOVERNMENT STAFF OR HOTEL,		TAFF,
(Applicant Name) (hote	is currently resi		_ <del>·</del>
The client entered the hotel/motel of	on and exited o	on	_·
Additional information:			_
Name and address of individual or o	rganization who paid for hotel/m	notel stay:	
I certify this information is true and	l complete.		
Staff Name and Title	Signature	Date	
Company Name	Address		
WARNING: It is unlawful to provide programs per Section 1001 of Title	_	nment when applying fo	r federal public benefit

### Instructions for Completing the Rent Reasonableness Checklist and Certification

Ensure the applicable rent reasonableness checklist is completed for the type of assistance provided for the unit. The selection of comparables may require the review of similar units owned by the same person/entity who owns the proposed unit. It is recommended that the unit selection be a reasonable reflection of the market to determine rent reasonableness. For example, the selection of three units within the same complex will not demonstrate an accurate comparative market analysis. When completing the form, focus considerations on the factors that affect rent rather than trying to measure against the arbitrary standard of average rents. The person conducting the rent reasonableness should provide sufficient information about the evaluation process so that a supervisor or monitor can understand how the comparables were used to determine the appropriate rent for the program units.

**Address:** Identify the address of the proposed unit as well as the addresses of the comparable units.

**Number of Bedrooms:** Identify the number of bedrooms of each unit. Comparable units should have the same number of bedrooms as the proposed unit. In some cases, it may be difficult to identify units that match the location, building type and number of bedrooms. In such cases, the reviewer may need to review units that (a) have the same number of bedrooms and building type but in a broader geographic range, or (b) have the same number of bedrooms and are in the same geographic location but are in other types of buildings. These cases should be rare and documentation should support these exceptions.

**Square Feet:** Identify the square footage of the living area in the units.

**Type of Unit/Construction:** Identify the unit type by selecting one of the following: apartment (garden 1-4 stories, mid-rise 5-8 stories, or high-rise 9+ stories), townhouse, duplex, single family house, or other (e.g. mobile home, etc.).

**Housing Condition:** Describe the condition or quality of the units. Considerations when making this determination may include: newly constructed, completely renovated, partially renovated, no renovation since construction, well maintained, repairs needed soon, minor maintenance required, etc.

**Location:** Identify the location of the units. Are the comparable units close in proximity or in different geographic areas? Descriptions may include: downtown, rural, the specific name of a neighborhood, etc.

**Amenities:** Identify amenities provided by the owner. Descriptions may include: central A/C vs. window A/C units, washer/dryer connections, washer/dryer, dishwasher, garbage disposal, balcony, patio, etc. If applicable, identify site amenities. Descriptions may include: playground, covered parking, reserved parking spaces, on-site property management staff, on-site maintenance, security guards, security cameras, laundry facilities, elevator, etc. Identify neighborhood/area amenities. Descriptions may include: nearby shopping, public transportation, park, grocery, walking trail, hospital, etc.

**Year of Construction:** Identify the year the unit was built: 1978, 2000, 1934, etc.

Which Utilities are Provided by the Owner: Identify the utilities provided by the owner of the unit that are included in the rent amount. This information is used to assist in determining the utility allowance, if applicable: electric, gas, etc.

**Unit Rent:** Include the rent amount the owner is charging for each unit.

**Utility Allowance:** If utilities are not included in the rent, refer to the utility allowance chart to calculate the utility allowance.

**Gross Rent:** This figure is the unit rent plus the utility allowance.

**Handicap Accessibility:** For an individual/family that requires an accessible unit, the accessible features may justify a higher rent.

**Most Recent Rent Charged for Proposed Unit:** Enter the most recent amount of rent the owner charged for the proposed unit.

**Reason for Change:** If the previous rent charged is higher than what the owner is requesting the reason for the change must be documented. Examples of reasons for a rent increase include: installed new appliances, recently renovated, etc.

**Certification:** Once all fields of the form are completed, the reviewer should be able to determine whether the unit rent is reasonable. Selecting "yes" or "no" indicates the results of the review.

Name, Signature and Date: This document must identify who conducted the rent reasonableness determination and when.

### **Rent Reasonableness Checklist and Certification**

**24 CFR 574.320(a)(3) Rent reasonableness.** (1) Rental assistance cannot be provided unless the complies with HUD's standard of rent reasonableness, as established under 24 CFR 574.320(a)(3). (2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

<sup>\*\*</sup>See utility allowance instructions regarding calculating utility allowance

	Proposed Unit	Unit #1 (if possible, same owner as proposed unit)	Unit #2	Unit #3
Address	123 Main Street, # 2 Frankfort, KY 40601	123 Main Street, # 5 Frankfort, KY 40601	456 First Street, # 1 Frankfort, KY 40601	789 Maple Street, # 2 Frankfort, KY 40601
Number of Bedrooms	2	2	2	2
Square Feet	900	900	1000	950
Type of Unit/Construction	Apt./Garden	Apt./Garden	Apt./Garden	Apt./Garden
Housing Condition	Good (recently renovated)	Good (recently renovated)	Fair (repairs needed)	Good(well maintained)
Location/ Accessibility	Downtown	Downtown	Downtown	Downtown
Amenities	Washer /Dryer hookup	Washer /Dryer hookup	Washer Dryer	Dishwasher
Unit: Site:	Off street parking	Off street parking	Property Mgt Company/onsite maintenance	Laundry Facilities Elevator
Neighborhood:	Public transportation/grocery	Public transportation/grocery	Park	Nearby Shopping
Year of Construction	1942	1942	1979	1983
Which Utilities are Provided by the Owner (type-Gas, Electric, etc.)	All	All	All	Water, Sewer, Garbage
Unit Rent	\$650	\$650	\$675	\$650
Utility Allowance**	0	0	0	111
Gross Rent	\$650	\$650	\$675	\$761
Handicap Accessible?	No	No	Yes	Yes
Most Recent Rent Charged For Proposed Unit	\$575	Reason For Change: rece	ently renovated and addition	on of off street parking

CERTIFICATION: Based upon a c for the unit _X IS IS NO	•	le units, I have determined that the proposed rent	
Does rent charged for this unit e	xceed rents charged by the same ov	wner for comparable units?YES X_ NO	
Name:	Signature:	Date:	



## 2022 FMR/PS KY Counties

## 110% FMR Payment Standard

	110% FMR Payment Standard						
County	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Adair	559	563	741	1029	1263	1453	1642
Allen	596	600	789	1002	1243	1428	1615
Anderson	589	709	823	1113	1117	1284	1452
Ballard	543	577	760	950	1148	1320	1492
Barren	551	621	770	1012	1043	1200	1356
Bath	530	622	741	916	1119	1287	1455
Bell	530	651	741	1052	1063	1223	1382
Boone	707	816	1064	1432	1631	1875	2119
Bourbon	695	815	1003	1381	1645	1892	2138
Boyd	627	723	869	1162	1295	1489	1684
Boyle	594	631	830	1133	1412	1623	1835
Bracken	707	816	1064	1432	1631	1875	2119
Breathitt	530	583	741	939	1005	1156	1306
Breckinridge	548	650	741	916	1005	1156	1306
Bullitt	757	877	1053	1403	1611	1852	2094
Butler	559	563	741	1052	1167	1342	1516
Caldwell	530	641	741	916	1005	1156	1306
Calloway	616	695	914	1129	1239	1425	1611
Campbell	707	816	1064	1432	1631	1875	2119
Carlisle	530	622	741	931	1005	1156	1306
Carroll	530	651	741	1052	1151	1324	1497
Carter	551	563	741	936	1005	1156	1306
Casey	530	650	741	987	1269	1459	1650
Christian	697	777	1001	1422	1713	1970	2227
Clark	695	815	1003	1381	1645	1892	2138
Clay	577	580	741	1052	1269	1459	1650
Clinton	530	612	741	957	1005	1156	1306
Crittenden	530	563	741	992	1005	1156	1306
Cumberland	492	575	741	916	1005	1156	1306
Daviess	654	705	927	1211	1257	1445	1633
Edmonson	739	756	929	1169	1501	1725	1951
Elliott	530	563	741	950	1005	1156	1306
Estill	530	563	741	916	1078	1239	1401
Fayette	695	815	1003	1381	1645	1892	2138
Fleming	530	569	741	916	1269	1459	1650
Floyd	530	563	741	916	1092	1255	1419
Franklin	614	726	872	1172	1459	1678	1897
Fulton	530	624	741	961	1005	1156	1306
Gallatin	707	816	1064	1432	1631	1875	2119
Garrard	559	627	783	968	1150	1322	1494
Grant	739	800	911	1284	1560	1794	2028

Graves	533	566	745	1002	1010	1161	1313
Grayson	606	609	741	1002	1005	1156	1306
Green	530	563	741	916	1005	1156	1306
Greenup	627	723	869	1162	1295	1489	1684
Hancock	654	705	927	1211	1257	1445	1633
Hardin	693	698	918	1277	1553	1785	2018
Harlan	515	602	741	1052	1098	1262	1427
Harrison	530	563	741	986	1005	1156	1306
Hart	558	563	741	965	1181	1358	1535
Henderson	682	776	966	1267	1456	1674	1893
Henry	757	877	1053	1403	1611	1852	2094
Hickman	530	575	741	927	1005	1156	1306
Hopkins	520	587	772	1038	1159	1333	1507
Jackson	530	589	741	1002	1005	1156	1306
Jefferson	757	877	1053	1403	1611	1852	2094
Jessamine	695	815	1003	1381	1645	1892	2138
Johnson	530	563	741	1002	1005	1156	1306
Kenton	707	816	1064	1432	1631	1875	2119
Knott	530	651	741	1050	1102	1267	1432
Knox	530	563	741	1028	1269	1459	1650
Larue	693	698	918	1277	1553	1785	2018
Laurel	573	610	749	981	1032	1186	1342
Lawrence	530	563	741	1052	1260	1448	1637
Lee	530	573	741	1002	1005	1156	1306
Leslie	530	575	741	1002	1005	1156	1306
Letcher	530	624	741	980	1060	1218	1378
Lewis	530	624	741	1002	1005	1156	1306
Lincoln	530	563	741	926	1005	1156	1306
Livingston	562	609	785	971	1064	1224	1383
Logan	543	597	759	999	1258	1446	1635
Lyon	554	589	775	958	1051	1208	1366
Madison	613	632	805	1087	1092	1255	1419
Magoffin	530	613	741	950	1005	1156	1306
Marion	554	592	774	957	1050	1207	1365
Marshall	629	745	850	1051	1152	1325	1498
Martin	535	569	749	926	1015	1167	1318
Mason	576	624	805	995	1247	1434	1621
McCracken	634	674	887	1098	1203	1383	1564
McCreary	530	575	741	916	1005	1156	1306
McLean	654	705	927	1211	1257	1445	1633
Meade	652	656	864	1228	1479	1700	1922
Menifee	530	575	741	1002	1005	1156	1306
Mercer	530	563	741	1051	1071	1232	1392
Metcalfe	530	601	741	916	1005	1156	1306

	1						1
Monroe	530	563	741	970	1005	1156	1306
Montgomery	554	674	774	1069	1188	1366	1544
Morgan	530	576	741	985	1005	1156	1306
Muhlenberg	530	563	741	916	1005	1156	1306
Nelson	569	605	796	1130	1218	1401	1584
Nicholas	530	563	741	916	1269	1459	1650
Ohio	530	606	741	990	1103	1268	1433
Oldham	757	877	1053	1403	1611	1852	2094
Owen	530	563	741	933	1144	1315	1487
Owsley	530	575	741	939	1005	1156	1306
Pendleton	707	816	1064	1432	1631	1875	2119
Perry	530	569	741	951	1076	1237	1399
Pike	561	640	766	948	1175	1351	1527
Powell	649	653	785	1025	1064	1224	1383
Pulaski	514	589	775	988	1051	1208	1366
Robertson	530	563	741	916	1005	1156	1306
Rockcastle	530	563	741	1014	1043	1200	1356
Rowan	554	663	774	957	1278	1469	1661
Russell	562	565	741	986	1137	1307	1478
Scott	695	815	1003	1381	1645	1892	2138
Shelby	705	739	972	1234	1426	1640	1854
Simpson	616	653	860	1125	1166	1340	1515
Spencer	757	877	1053	1403	1611	1852	2094
Taylor	594	598	741	994	1005	1156	1306
Todd	530	563	741	1014	1028	1182	1336
Trigg	697	777	1001	1422	1713	1970	2227
Trimble	643	752	909	1217	1394	1603	1812
Union	530	608	741	922	1005	1156	1306
Warren	739	756	929	1169	1501	1725	1951
Washington	532	576	743	919	1259	1447	1636
Wayne	492	576	741	1052	1111	1277	1444
Webster	530	577	741	1007	1177	1353	1530
Whitley	530	651	741	941	1137	1307	1478
Wolfe	530	563	741	952	1269	1459	1650
Woodford	695	815	1003	1381	1645	1892	2138

#### **Rent Reasonable Checklist and Certification for HOPWA**

**24 CFR 574.320(a)(3) Rent reasonableness.** (1) Rental assistance cannot be provided unless the unit complies with HUD's standard of rent reasonableness. (2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

	Proposed Unit	Unit #1 (if possible, same owner as proposed unit)	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/ Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood: Year of Construction				
Which Utilities are				
Provided by the				
Owner (type-Gas,				
Electric, etc.)				
Unit Rent				
Utility Allowance**				
Gross Rent				
Handicap Accessible?				
Most Recent Rent Charged For		Reason For Change:		
Most Recent Rent Charged For Proposed Unit	oon a comparison with	rents for comparable units,	I have determined th	at the proposed re
or the unit IS	IS NOT reasonable.			
oes rent charged for this	unit exceed rents cha	arged by the same owner for	comparable units? _	YES NO
	_	gnature:		



### **Habitability Inspection Form HOPWA**

### **Minimum Standards for Permanent Housing**

RE:		SSN XXX-XX-	
	Applicant's Name (print)	(last four digits)	

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CER nort 574 210(h))
		(24 CFR part 574.310(b))
		1. Structure and materials: The structure is structurally sound to protect the residents
		from the elements and not pose any threat to the health and safety of the residents.
		2. Space and security: Each resident is provided adequate space and security for
		themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. Interior air quality: Each room or space has a natural or mechanical means of
		ventilation. The interior air is free of pollutants at a level that might threaten or
		harm the health of residents.
		4. Water Supply: The water supply is free from contamination.
		5. Sanitary Facilities: Residents have access to sufficient sanitary facilities that are in
		proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. Thermal environment: The housing has any necessary heating/cooling facilities in proper operating condition.
		7. Illumination and electricity: The structure has adequate natural or artificial
		illumination to permit normal indoor activities and support health and safety. There
		are sufficient electrical sources to permit the safe use of electrical appliances in the
		structure.
		8. Food preparation: All food preparation areas contain suitable space and equipment
		to store, prepare, and serve food in a safe and sanitary manner.
		9. Sanitary condition: The housing is maintained in sanitary condition.
		10. Fire safety:
		a. There is a second means of exiting the building in the event of fire or other
		emergency.
		b. The unit includes at least one battery-operated or hard-wired smoke detector, in
		proper working condition, on each occupied level of the unit. Smoke detectors
		are located, to the extent practicable, in a hallway adjacent to a bedroom.
		c. If the unit is occupied by hearing-impaired persons, smoke detectors have an
		alarm system designed for hearing-impaired persons in each bedroom occupied
		by a hearing-impaired person.
		d. The public areas are equipped with a sufficient number, but not less than one for
		each area, of battery-operated or hard-wired smoke detectors. Public areas
		include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
	1	stan wens, and other common areas.



#### **Habitability Inspection Form HOPWA**

Lead Screening Questions: Determine whether the unit is subject to a visual assessment

If the answer to one or both of the following questions is "no," a visual assessment is not triggered for this unit and no further action is required at this time. Place this inspection worksheet and related documentation in the client file.

If the answer to both of these questions is "yes," then a visual assessment is triggered for this unit and program staff must continue to the Lead Screening Worksheet.

<ol> <li>Was the property constructed before</li> <li>Will a child under the age of six be</li> </ol>		□ Yes I by the househo □ Yes	□ No old receiving ESG assistance? □ No
	Certification Statement		
I certify that I have evaluated the property loca  Property meets all of the above stander of the above standards.	dards.	to the best of n	ny ability and find the following:
Agency name:			
ESG client household name:			
Property address Street Address and apt # (if applicable) city, state, zip:			
Year property was constructed:			
Date of Inspection:			
Lead Screening Worksheet and or Visual Assess	sment attached?	□ No	
Inspector name (print):			<del></del>
Inspector signature:	Date:		



## **Habitability Inspection Form HOPWA**

#### **CERTIFICATION STATEMENT**

	CERTIFICATION	STATEMENT	
I certify that I am <u>not</u> a HUD certified best of my ability and find the following			
I make the following finding:The	e property is approved.	The property is not a	oproved.
Client Name:			
Client KYHMIS Number:			
Street Address:Apartment #			
City:	State:	Zip:	
Signature:		Date:	
Please Print Name:			



## **Request for Unit Approval**

Tenant's Name:						
Unit Number and A	Address:		r	Number of	Bedrooms:	
Landlord's Name:			I			
Landlord's Address	:		L	andlord's	Telephone Numbe	er:
the unit for which t LANDLORD: The un	is form should be completed by ne Tenant has elected to receiv it must be inspected by this age y is not responsible for any par	e rental assist ncy. Until unit	ance. : approval and $\epsilon$	execution	of a rental assistan	ice
	andlord, fill out this form comp		ırn to this agen	cy. DO NC	T SIGN A LEASE UI	NTIL TH
TYPE OF UNIT:	Single Family H	louse	N	1obile/Mai	nufactured Home	
	Duplex		_Apartment _	To	wnhouse	
	Other (please s	specify):				_
Date unit was const						
What was the most	recent rent charged (prior to the	nis transaction	ı)? <u>\$</u>			_
	stated above, were the same (	utilities & app	liances include	d in the	□ YES	
rent?				100		-
	Utilities & Services		Landlord/o	Who pa	ys? Tenant	-
Heat Fuel Type:	write in heat fuel typ	e here	Landiord/O	wher	renant	-
Cooking Fuel Type:	write in cooking fuel ty					-
Hot Water Fuel Type						
	ghts and items plugged into wall o					
Type of Water service		/ell water				
Type of Sewage serv	ice:	eptic System				
Does unit have paid	trash collection?   VES	□ NO				
Does unit have air co	onditioning? 🗆 YES	□ NO				
				Who sup	nlies?	
	Appliances		Landlord/o		Tenant	
Refrigerator						1
Stove/Range						
not assisted or cove housing quality star unit is made availab	CERTIFICATION: By executing the information provided by any other federally funded and some federally or resorted to the federal feder	ed rental subsindard before tardless of race	idy contract; (3 he rental assist e, color, nationa	) the unit on the contract of	currently meets pr ract is executed); a	oper and (4)
PRITNED NAME OF 1	ENANT:	PRINTEI	D NAME OF LAI	NDLORD/0	OWNER:	7
		a I				
IGNATURE OF TENA	ANT:	SIGNAT	URE OF LANDLO	ORD/OWN	IER	

## **Verification of Landlord and/or Property Owner** \*\*\*THIS FORM TO BE COMPLETED BY AGENCY STAFF ADMINISTERING THE PROGRAM\*\*\* Address of unit to be assisted: Name of Landlord/Owner: \_\_\_\_\_ Address of Landlord/Owner: 1. Have staff verified the landlord and/or property owner of the unit to be assisted? Yes No Owner of record\* is: If owner of record name differs from Landlord, further investigation and /or documentation is required before assistance. 2. Verification was completed by the following method: Obtained a copy of the property deed (attach a copy) Contacted the local Property Valuation Administration (PVA) Office By phone: Phone number called: Name of Person spoke to: In person: Address of office: Name of person spoke to: Contacted the local County Clerk's Office By phone: Phone number called:\_\_\_\_\_ Name of Person spoke to: In person: Address of office: Name of person spoke to: \_\_\_\_\_\_ Other means of verification: **Verification of Landlord and/or Property Owner** \*\*\*THIS FORM TO BE COMPLETED BY AGENCY STAFF ADMINISTERING THE PROGRAM\*\*\*

I certify that the above information is true and correct.

Agency Staff Signature

Date



Rental Assistance Agreement for HOPWA	
RE: SSN XXX-XX-	
RE: SSN XXX-XX- (last four digits)	
Client/Participants/Tenant Name:	
Unit address:	
Please indicate the type of rental assistance being provided:	
Tenant based rental assistance Project based rental assistance	
This rental assistance agreement is by and between (Age	ency Name)
and(Landlord/Owner). The effective date is/_	
The total unit rent as identified in the lease, is \$ per month and is due on the	day of each
month. The owner/landlord agrees to accept andagrees to pay rental	assistance
payments for the above reference tenant for a period not to exceed 24 months.	
The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provided to the tenant.  The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provide agreement agreement.	
Participant's income will be recertified annually. If there is a change in family composition or a decrease in participant's income at any time, an interim recertification may be requested by the participant and the participan	
During the initial term rental assistance will be paid as follows:	
[ ] (agency name) agrees to pay the full monthly rent amount	
[ ](agency name) will pay a portion of the monthly rent as described below:	
\$ will be/ls (agency name) responsibility;	
\$ will be/Is tenant's responsibility.	
Landlord/Owner Date	
Agency Representative Date	
WARNING: It is unlawful to provide false information to the government when applying for federal pul programs per Section 1001 of Title 18 of the United States Code.	blic benefit



## **KENTUCKY STANDARD RESIDENTIAL LEASE**

(This is a Legally Binding Contract. If you do not fully understand the terms of this contract, contact an attorney.)

PARTIES:				
Landlord:	Name:			
		Landlord Name (use Co	mpany n	ame if applicable)
	Address:			
	Street Number	Street Name		Apt/Unit #
	City		State	ZIP
Tenant:	Tenant 1 Name:			
			Tenant	1 Name
	Tenant 2 Name (if	applicable):		
			Tenant	2 Name (if applicable)
	Unit Address (the	"Premises"):		
	Street Number	Street Name		 Apt/Unit #
			KY	, <b>, , , , , , , , , , , , , , , , , , </b>
	City			ZIP
	Unit Address, City			Unit ZIP
2. <b>TERM.</b> The Te	erm of this Lease will begin			2020, and end on
	<b>-</b> 1.	Month & Da	,	
Mon	. th, Day & Year	s Lease shall not auto	omatica	ally renew or convert to a month-t
		nate this lease upon t	thirty (3	30) days prior written notice to the
the amount of	•	oe held as security fo	•	ay to Landlord a security deposit ayment of rent and the faithful
·			the Dr	emises caused by Tenant or its
guests, and to		rmination of this Lea	se. The	e security deposit shall be held and all be placed in
	Bank Name			Bank Account Number
pursuant to KR	S 383.580. If Tenant fully p	performs its obligation	ns here	eunder, the security deposit, or
balance, shall p	promptly be returned to Ter	nant after the termin	ation o	f this Lease.

4.	<b>RENT</b> . Tenant agrees to pay Landlord rental payments in the amount of \$ per month,
	Payable on the first day of each month during the Term of this Lease.
	Tenant shall pay the rent either by hand delivery or mailing it to Landlord at the address listed above. Tenant shall take all necessary precautions to ensure the safe and prompt delivery of each rent payment. Landlord shall consider rent received by mail after the due date as timely paid as long as it is post-marked by the due date.
5.	<b>LATE CHARGES</b> . If Tenant fails to pay any installment of rent or any other amount within five (5) days of the due date, the Tenant shall pay Landlord a late payment charge in the amount of \$  Late Fee Amount
6.	<b>POSSESSION</b> . Landlord shall be ready to deliver possession of the Premises to Tenant at the start date of the tenancy. If Landlord is unable to deliver possession due to circumstances beyond his control, he shall have ten (10) days to remedy the situation and put Tenants into possession. If he fails to do so, Tenants may immediately terminate the Lease and recover all prepaid rent and deposits.
7.	<b>USE OF PREMISES.</b> Tenant shall not permit any other person who is not a member of the Tenant's household to occupy the Premises. Tenant shall use the Premises only as a residential dwelling. Tenant shall not use the Premises or permit any guests to use the Premises for any unlawful activities or to unreasonably interfere with the rights, comforts, or conveniences of their neighbors or other Tenants.
8.	<b>UTILITIES.</b> Tenant will pay for the following utilities and services furnished to the Premises:
	List utilities to be paid by Tenant
	Landlord will pay for the following utilities and services furnished to the Premises:
	List utilities to be paid by Landlord
	Landlord shall not be liable for the interruption or failure of any utility or service if due to any cause beyond Landlord's control.
9.	<b>APPLIANCES</b> . Landlord will provide the following appliances in the Premises:
	List appliances to be provided by Landlord  Tenant shall not remove the appliances from the Premises without the permission of Landlord.  Landlord shall be responsible for any damages and/or repairs needed for the listed appliances so long as the damages and/or repairs are not due to the actions of the Tenant.
	Tenant will provide the following appliances in the Premises:
	List anniances to be provided by Tenant

Tenant is solely responsible for any damages and/or repairs needed for these listed appliances.

- SUBLEASES AND ASSIGNMENTS. Tenant shall not sublease or assign the Lease without the prior, written permission from the Landlord. Landlord shall not unreasonably deny permission to sublease or assign.
- 11. **MAINTENANCE AND CONDITION**. Tenant acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition. Tenant shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted.

Tenant shall dispose of all garbage in designated disposal facilities. Tenant will pay for all damage to the Premises and repairs required due to the misuse or negligence of Tenant or Tenant's guests. Landlord will maintain the Premises and common areas in a habitable condition. Landlord and Tenant each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations applicable to them. Tenant agrees to promptly give notice to Landlord of any required repairs or unsafe conditions and Landlord will be afforded a reasonable period of time to complete the same.

<ol><li>PETS. Tenant shall be allowed to keep the following pet(s) in or about the Premise</li></ol>	:mises	oout the Pr	or a	in	et(s)	lowing I	e fol	keep tl	l to	lowed	be a	shal	Tenan <sup>-</sup>	PETS.	12
--	--------	-------------	------	----	-------	----------	-------	---------	------	-------	------	------	--------------------	-------	----

List number and type (e.g. cat, dog) of pets allowed

No other animals or pets of any kind may be kept in or about the Premises without Landlord's prior written permission.

- 13. **ALTERATIONS**. Tenant shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including TV antennae or satellite dish receivers), without the prior, written permission of Landlord. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land or common areas.
- 14. **ACCESS**. Landlord and its agents may enter the Premises at all reasonable times and upon reasonable notice to Tenant to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders. Landlord may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent. In an emergency, and as permitted by law, Landlord may enter the Premises without prior notice to Tenant.
- 15. **TERMINATION IN EVENT OF SALE**. It is expressly agreed that Landlord, at its option, may terminate this Lease upon 30 days' notice to Tenant in the event of a sale of the building containing the Premises.
- 16. **LOSS OR DAMAGE**. Unless, caused by the negligence of Landlord, Landlord will not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises. Tenant acknowledges that it is Tenant's responsibility to insure its own possessions.

- 17. **DEFAULT**. Tenant will be in default of this Lease upon the occurrence of any one of the following events:
  - a. failure to pay any installment of rent or any other amount hereunder on the date it is due;
  - b. failure to perform or comply with any other agreement, term or condition of this Lease;
  - c. abandonment of Premises;
  - d. any misrepresentation or omission of Tenant mad to Landlord in connection with this Lease; or
  - e. assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against Tenant or any guarantor.
- 18. **REMEDIES OF LANDLORD**. Upon any default by Tenant, Landlord may, at its option, terminate this Lease and/or commence eviction proceeding in accordance with the laws of Kentucky.
- 19. **WAIVER OR BREACH**. No waiver of any breach of the Lease on any one occasion shall be construed to operate as a general waiver of another breach on a subsequent occasion. If any breach occurs and is later settled by the parties, this Lease shall still continue to bind the parties until amended, in writing, by the parties.
- 20. SURRENDER. At the expiration or sooner termination of this Lease, Tenant will remove its possessions and peaceably deliver possession of the Premises to Landlord in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned and Landlord may remove, store and/or dispose of the same as it sees fit, subject to the applicable law.
- 21. **SEVERABILITY**. The provisions of this Lease are severable, and if any part of the Lease is held illegal, invalid, or inapplicable to any person or circumstance, the remainder of this Lease shall remain in effect.
- 22. **ENTIRE AGREEMENT**. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representation that are not set forth herein. This Lease may only be amended in a writing that is signed by both Landlord and Tenant.
- 23. APPLICABLE LAW. This Lease will be interpreted and enforced in accordance with the laws of Kentucky.
- 24. LEAD-BASED PAINT DISCLOSURE. For Landlords whose premises were built prior to 1978 you are required by law to provide a Lead-Based Paint Disclosure to the Tenant.
  By initialing here, Tenant acknowledges receipt of the Lead-Based Paint Disclosure Form.

Tenant 1 Initials	Tenant 2 Initials
	(if applicable)

# We, the undersigned, hereby represent that we have read this entire Lease and agree to be bound by its terms and conditions.

Landlord (as listed on 1 <sup>st</sup> page of this	s lease):
 Landlord Signature	 Date
Tenant(s) (as listed on 1 <sup>st</sup> page of thi	s lease):
Tenant 1 Signature	 Date
Tenant 1 Printed Name	
Tenant 2 Signature (if applicable)	 Date
Tenant 2 Printed Name (if applicable)	

## **Interim Recertification Worksheet**

Must be completed if household income, residency, and/or composition have changed and the household will remain in the program.

Change in Household Income				
HAS THE HOUSEHOLD EXPERIENCED A CHANGE IN INCOME OF \$200 OR MORE PER MONTH?		Yes		No
HAS THE HOUSEHOLD REQUESTED AN INTERIM RECERTIFICATION FOR A CHANGE IN INCOME?	Yes		No	
If yes to either question, did household income increase or decrease?		Increase		Decrease
If yes to either question, date of change:				
Household Member Income Source Gross: Last 30 Days Income change 1:	Pay Frequ	uency	Date	of Receipt
Income change 2:				
Income change 3:				
Is household annual gross income still under 80% of AMI per household's county of residence? Attach documentation of the change in income (documentation must be complete and cover the 30 days preceding the in annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attack Form C for all households.				
Change in Household Residency				
HAS THE HOUSEHOLD EXPERIENCED A CHANGE IN RESIDENCY?		Yes		No
If yes, date of change:				
New address:				
Street and Unit, City, State, Zip, County				
Is household annual gross income still under 80% of AMI per household's county of residence?		Yes		No
Does the household still reside in the provider's Service Delivery Area (SDA)?  Attach documentation of the change in residency (documentation must be current as of the interim recertification date).  SDA, program services will end immediately and the household may seek services from the provider in their new SDA. If ho of AMI, the household is no longer eligible for the program. Complete and attach Forms H and I for TBRA or TSH household.	ousehold	l annual gross i	ncome	exceeds 80%
Change in Household Composition				
HAS THE HOUSEHOLD EXPERIENCED A CHANGE IN COMPOSITION?		Yes		No
If yes, did the number of household members increase or decrease?		Increase		Decrease
If yes, date of change:				
Household member:		Joined		Left
Household member:		Joined		Left
Household member:		Joined		Left
Is household annual gross income still under 80% of AMI per household's county of residence?		Yes		No
Does the household still include an eligible individual?		Yes		No
If no, does the household qualify for the provider's grace period?  Attach eligibility documents for all new household members 18 years of age and older. If the household does not include a longer eligible for the program unless the household qualifies for the provider's grace period. If household annual gross in no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Forms C and E: Additional	соте ехо	eeds 80% of Al	ИI, the	household is
I understand that any misrepresentation of information or failure to disclose information disqualify me from participation in the Program and may be grounds for termination of assist information to the government when applying for federal public benefit programs per the Program of the Progr	ance. I	t is unlawfu	l to p	rovide false
Client/Household Member Name:				
Client/Household Member Signature:	Da <sup>-</sup>	te:		
Case Manager Name:				
Case Manager Signature:		Da	te:	

1 of 1



Applicant's Name (print)  SSN XXX-XX-  Applicant's Name (print)  (last four digits)  form to be completed at client exit  final follow-up date:/  Is client permanently housed?YesNo  f "no" list reason(s):  Does client have the capability to sustain/retain housing once ESG assistance ends?  Describe accomplishments and current status:  4. Describe how client will be able to sustain current housing		
Applicant's Name (print)  orm to be completed at client exit  inal follow-up date:/		
Is client permanently housed?YesNo  "no" list reason(s):  Does client have the capability to sustain/retain housing once ESG assistance ends?  Describe accomplishments and current status:  Describe how client will be able to sustain current housing Yea increased/stabilized income  Decreased/stabilized expenses  Describe accomplishments and current status:  A. Describe how client will be able to sustain current housing Yea increased/stabilized income  Decreased/stabilized expenses  Decreased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized income to the land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized income to the land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land in land increased/stabilized expenses  Describe how client will be able to sustain current housing Yea in land in lan		
Is client permanently housed?YesNo  "no" list reason(s):  Does client have the capability to sustain/retain housing once ESG assistance ends?  Describe accomplishments and current status:  Increased/stabilized income  Decreased/stabilized expenses  Decreased/stabilized expenses  Educated in budgeting and money management  Educated in landlord/tenant relations  Other  Other  Other		
"no" list reason(s):  Does client have the capability to sustain/retain housing once ESG assistance ends?  Describe accomplishments and current status:  4. Describe how client will be able to sustain current housing Yeal Increased/stabilized income  b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other		
Does client have the capability to sustain/retain housing once ESG assistance ends?  Describe accomplishments and current status:  4. Describe how client will be able to sustain current housing  Yea Increased/stabilized income  Do Decreased/stabilized expenses  Educated in budgeting and money management  Di Educated in landlord/tenant relations  O Other  f) Other  g) Other		
4. Describe how client will be able to sustain current housing  a) Increased/stabilized income  b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other		
4. Describe how client will be able to sustain current housing  a) Increased/stabilized income  b) Decreased/stabilized expenses  c) Educated in budgeting and money management  d) Educated in landlord/tenant relations  e) Other  f) Other  g) Other		
4. Describe how client will be able to sustain current housing  A) Increased/stabilized income  B) Decreased/stabilized expenses  C) Educated in budgeting and money management  A) Educated in landlord/tenant relations  E) Other  f) Other  g) Other		
) Increased/stabilized income ) Decreased/stabilized expenses ) Educated in budgeting and money management ) Educated in landlord/tenant relations ) Other  () Other  () Other	No	Somewhat
) Increased/stabilized income  i) Decreased/stabilized expenses ) Educated in budgeting and money management i) Educated in landlord/tenant relations i) Other ii) Other iii) Other	No	Somewhat
a) Increased/stabilized income b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other	No	Somewhat
a) Increased/stabilized income b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other	No	Somewhat
a) Increased/stabilized income b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other	No	Somewhat
a) Increased/stabilized income b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other	No	Somewhat
a) Increased/stabilized income b) Decreased/stabilized expenses c) Educated in budgeting and money management d) Educated in landlord/tenant relations e) Other f) Other g) Other	No	Somewhat
Decreased/stabilized expenses  Educated in budgeting and money management  Deducated in landlord/tenant relations  Other  Other  Other		
) Educated in budgeting and money management ) Educated in landlord/tenant relations ) Other  ) Other  ) Other		
) Educated in landlord/tenant relations ) Other  () Other  () Other		
Other  Other  Other  Other		
f) Other		
y) Other		
Givo	otails such a	as dates and
5. Reterrals/supportive services client received assistance in obtaining	al/supportiv	
sour		e service
Sour	-	
ient signature:Date:		
ousing Advocate/Case Manager: Date:		
Date.		

## EMERGENCY HOUSING ASSISTANCE APPLICATION & ASSESSMENT

Name			Date of Bir	rth	
Street Address			_ Phone		
City	_State	Zip	_ Client ID _		
I AM APPLYING FOR HELP WITH:					
Past Due Rent: Monthly Rent: \$		Number of Mon	ths:	Total Past-Due: \$	
Past Due Utilities:		Number of Mon	ths:	Total Past-Due: \$	
		Bill was past du	e on		
DISCONNECTION / EVICTION IS SCHE	DULED FO	OR	/	(Date)	
NOTE: Client does NOT have to be in	eviction,	or need a turn-of	f notice in o	rder to receive STRMU ass	istance
CURRENT LIVING SITUATION:					
Transitional housing (time-limited Participant-owned housing (you or Rental housing (you rent your hom Permanent housing for formerly h Hotel/motel without paid assistan Living with relatives/friends (you limited Homeless (living in a place not fit for violence)  Other:	wn your o ne/apartm omeless (I ce (you ar ive with so for human	wn home) lent) nousing program t e staying in a hote omeone else but y habitation, street	hrough an a I/motel and our name is /park/aband	paying weekly) not on the lease) doned building etc., or fleei	ing domestic
What other resources have you cont					
Agency Contacto	ed:		Spoke with:	: What Date:	Outcome:
*DEMOGRAPHICS & HOUSEHOLD/FA (List the Head of Household (HoH) an member to the HoH)			e living in th	ne unit. Give the relationshi	p of each family

Member Name	M/F/TG	Age	HIV Status	Race	Hispanic?	Veteran?	Relationship to HoH

### **BUDGET WORKSHEET**

### **MONTHLY INCOME**

(List all sources of income in your household in the last month)

Income Sources	Household Member's Name	Amount per Month
San also was suit DT/ST		
Employment PT/FT		\$
Food Stamps (SNAP)		\$
SSI		\$
SSDI (Disability)		\$
Unemployment		\$
Child Support		\$
Family/Friends Support		\$
Other Income		\$
	TOTAL MONTHLY INCOME	\$

## **MONTHLY EXPENSES**

(What did you spend your money on last month?)

Rent/Mortgage	\$ Daycare	\$
Gas	\$ Medical Bills	\$
Electric	\$ Health Insurance	\$
Water	\$ Medications	\$
Trash	\$ Gas	\$
Home Phone	\$ Car Note	\$
Cell Phone	\$ Car Insurance	\$
Cable/Internet	\$ Food	\$
Credit Card Payments	\$ Other	\$
Child Support	\$ Other	\$
_		
	TOTAL EXPENSES	\$

List the unexpected/extraordinary expenses within the past 30 days, or expector will prevent you from meeting your rent and/or utilities expenses (Example repairs; home repairs, illness kept me from working, etc.)	• •
Plan to Increase Income and Reduce Expenses (How will you make sure that yo expenses next month?)  Action	u have enough income to cover your  Target Date

#### APPLICANT CONSENT

I hereby affirm the enclosed information is true and complete to the best of my knowledge. I understand that if I have provided and false information, this may disqualify me from participation in the program. This application has been completed, and read to or by me, prior to signature.

I understand that the agency may need to contact individuals or organizations to verify the above information. I further understand that my signature below services as a time-limited consent to contact and individuals or agencies necessary to assess my eligibility for the program and coordinate related services. I may revoke my consent at any time in writing and, if not earlier revoked, it shall terminate upon my exit from the program.

I understand that this program is sponsored by the agency and is funded with federal Ryan White funds and that my participation in the program is based, in part, on my HIV status.

I understand that the agency reserves the right to deny any application for Ryan White assistance. If I disagree with the agency's decision, I understand that I may file a formal grievance.

Warning: Section 001 of Title 18 of the U.S. Civil Code makes it a criminal offense to make willful false statements or misrepresentations to any department or agency of the U.S. government as to any matter within its jurisdiction.

Funding for these programs comes from the agency through an agreement with the Maryland Department of Health & Mental Hygiene. The agreement, in alignment with federal regulations, assures that no person will be denied or excluded from programs funded by the Department of Health on the basis of race, color, creed, religion, gender, age, handicap, disability, sexual orientation, gender identity, marital status, ancestry, national origin – or any other basis prohibited by applicable law.

Note: All information must be complete and accurate for consideration. This is not an entitlement program. This application does not guarantee assistance of any kind.

Applicant		Date:
Witness		Date:
	FOR CASE MANAG	GERS ONLY
reasons:		Housing Assistance funds based on the following
ALL PAYMENTS ARE MADE DIREC		
Vendor Contacted Date:	ROI & W9 Completed:	Confirmed Owed: \$
Proof of HIV Status attached	Proof of Applica	ant Income (Household)
Case Manager	Date	
Copy of issued check attached?		

RE:	Rental As	sistance Agreement for HOPWA	
Applicant's Name (print) (last four digits)  Client/Participants/Tenant Name:	RE:	SSN XXX-XX-	
Unit address:Please indicate the type of rental assistance being provided:  [ ] Tenant based rental assistance			
Please indicate the type of rental assistance [ ] Project based rental assistance  This rental assistance agreement is by and between	Client/Participants/Tenant Name:		
[ ] Tenant based rental assistance [ ] Project based rental assistance  This rental assistance agreement is by and between	Unit address:		
This rental assistance agreement is by and between	Please indicate the type of rental assistance l	being provided:	
	[ ] Tenant based rental assistance	[ ] Project based rental assistance	
The total unit rent as identified in the lease, is \$	This rental assistance agreement is by and be	etween	_ (Agency Name)
month. The owner/landlord agrees to accept and	and	_(Landlord/Owner). The effective date is	
payments for the above reference tenant for a period not to exceed 24 months.  This rental assistance agreement will terminate on one of the following:  (1) The tenant moves out of the housing unit (2) The lease terminates and is not renewed (3) The tenant becomes ineligible to receive ESG rental assistance (4) If the unit fails to meet the habitability standards of 24 CFR 576.403(c)  The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provide	The total unit rent as identified in the lease, i	s \$ per month and is due on the _	day of each
This rental assistance agreement will terminate on one of the following:  (1) The tenant moves out of the housing unit (2) The lease terminates and is not renewed (3) The tenant becomes ineligible to receive ESG rental assistance (4) If the unit fails to meet the habitability standards of 24 CFR 576.403(c)  The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provide	month. The owner/landlord agrees to accep	t andagrees to pay	rental assistance
(1) The tenant moves out of the housing unit (2) The lease terminates and is not renewed (3) The tenant becomes ineligible to receive ESG rental assistance (4) If the unit fails to meet the habitability standards of 24 CFR 576.403(c)  The landlord/owner further agrees that during the term of this agreement, the landlord/owner will provide	payments for the above reference tenant for	a period not to exceed 24 months.	
adjusted accordingly. You will be notified of any subsequent changes in subsidy.  During the initial term rental assistance will be paid as follows:  [ ]	(agency name) w provided to the tenant.	ith copies of any lease violations, or notice to vaca	te the unit that are
[ ] (agency name) agrees to pay the full monthly rent amount [ ] (agency name) will pay a portion of the monthly rent as described below: \$ will be/ls (agency name) responsibility; \$ will be/ls tenant's responsibility.  Landlord/Owner Date			d the participant rent
[ ](agency name) will pay a portion of the monthly rent as described below: \$will be/Is(agency name) responsibility; \$will be/Is tenant's responsibility.  Landlord/Owner Date	During the initial term rental assistance will be pa	aid as follows:	
\$ will be/Is (agency name) responsibility; \$ will be/Is tenant's responsibility.  Landlord/Owner Date	[ ] (agency name) agrees to	pay the full monthly rent amount	
\$ will be/Is tenant's responsibility.  Landlord/Owner  Date	[ ] (agency name) will pay a	portion of the monthly rent as described below:	
Landlord/Owner Date	\$ will be/Is	(agency name) responsibility;	
	\$ will be/Is tenant's responsibility.		
Agency Representative Date	Landlord/Owner	Date	
	Agency Representative	Date	



Frequently Asked Questions (FAQ) on HOPWA Short-term Rent, Mortgage, and Utility Assistance (STRMU) Payments and its connection to permanent housing

(as issued in May 2006 with a correction to FAQ item j on phone costs updated on 8/3/06)

This FAQ addresses questions and issues in operating short-term rent, mortgage and utility payments (STRMU) projects under the Housing Opportunities for Persons With AIDS (HOPWA) program. STRMU payments are used to prevent homelessness of individuals and families by helping them remain in their own dwellings.

CPD Notice 06-07 was issued on August 3, 2006 and this notice updates and replaces prior guidance, CPD Notice 02-09, issued November 5, 2002, for HOPWA guidance on this subject.

#### (a) How does STRMU assistance fit with other HOPWA activities?

STRMU is one type of the three main types of HOPWA housing activities, along with Tenant-Based Rental Assistance (TBRA) and residency in a housing facility, such as a community residence. The use of funds annually to provide these three types of housing support are considered the *housing outputs* of HOPWA programs, as reported in annual performance reports. HOPWA activities can involve other costs in addition to the direct housing costs for STRMU payments, rental subsidies or the development and operation costs for housing facilities. These other activities include permanent housing placement services and housing information services which can play a direct role in assisting clients gain access to available housing stock and qualify for or secure occupancy. Permanent housing placement services can be used to help address pressing housing situations in order to secure a new residence. Permanent housing placement costs may include reasonable costs for security deposits (not to exceed two months of rent costs), related credit checks, and assistance in completing permanent housing applications. In addition, many clients have service needs that can be addressed with related supportive services offered on-site or by improved access off-site as part of a supportive housing project. Grantees should consider how to best make use of these program activities, found at 24 CFR 574.300(b), and the connection with other resources to address the needs in the community. A generalized statement on the main HOPWA activities is shown in an attached chart to this FAQ.

The goal of the HOPWA program is to provide a stable living environment for households who are experiencing a financial crisis as a result of issues arising from their HIV/AIDS condition. STRMU assistance is used as part of a homeless prevention strategy, intended to reduce the risks of homelessness, and to improve access to health care and other needed support. As a reasonable public policy goal, HUD seeks to foster long-term solutions to housing problems of eligible persons. This can be done through the use these time-limited housing assistance payments (STRMU) and by the creation of individual housing service plans that include an assessment of current resources and establish long-term goals for recipient households. These goals should involve efforts to restore client self-sufficiency and future independence from the need for housing support. On-going assessments of the housing assistance and supportive services

requested by participants, as required under 24 CFR 574.500, may be evidenced by the development of a housing service plan for every client of the agency approving the expenditure of STRMU payments.

Updated HOPWA performance reporting tools such as the Annual Performance Report (APR) for competitive grantees (form HUD-40110-C, revised 1/2006) and the Consolidated Annual Performance Report (CAPER) and Integrated Information and Disbursement System (IDIS) for formula grantees (form HUD-40110-D, revised 1/2006 and IDIS version 10.0 released May, 2006) also focus on the results of HOPWA housing efforts. Stand-alone STRMU payments are likely to create only a temporary solution that reduces the clients more immediate risks of homelessness for many client households. Others may only require this limited support to address a temporary crisis or housing issue. A short-term project may only evidence a partial achievement of your project goals for *client outcomes*. For HOPWA, these program outcomes will be shown in data on how clients achieve and maintain stable housing, reduce their risks of homelessness and improve their access to care. Grantees should consider how these short-term efforts connect to more stable living arrangements that are needed and can be addressed in a housing service plan for the household along with the provision of this permanent housing support from HOPWA or other sources.

## (b) Can I use STRMU to help a eligible persons who is homeless? What are the standards for receiving STRMU payments to prevent homelessness?

No. STRMU can only be used to assist someone currently in housing as an intervention to prevent homelessness. Other HOPWA components can be used to assist someone who is homeless in obtaining housing and other support.

HOPWA funds may only be used for eligible activities as cited in 24 CFR 574.300. These "uses" are intended to address unmet housing needs, including costs when no other funding or insurance is available, and assistance must be consistent with OMB-circular standards for real needs. As provided in section 574.300, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including costs to develop and/or operate emergency housing facilities, which could assist an eligible person who is homeless. The STRMU activity, however, is established in statute to prevent a household from becoming homeless and could be used to addresses urgent financial needs in order to prevent eviction or loss of the housing unit that is occupied by eligible persons, and thereby continues residency in the current unit. This is an important distinction to be tracked in undertaking the different eligible activities.

Often households may find themselves in an emergency situation, which should be resolved quickly at the local level with HOPWA funds or other related assistance. In providing assistance, it is important to assess the reasons for household's debt. Grantees should not pay for housing-related costs if the client's need is a result of other expenses resulting from poor money management, such as credit card debt or unnecessary entertainment expenses. If these issues are present, a case management plan should be put in place to address budgeting and money management issues. If the client does not demonstrate compliance with the case plan, on-going STRMU or other assistance should not be provided. While it is not easy to separate needs

related to living with the challenge of HIV/AIDS, the intent of the HOPWA program is to address the housing needs for eligible persons.

Also, subject to compliance with applicable civil rights requirements, grantees may add additional conditions of eligibility, but the needs test for HOPWA eligibility established by law is that a person must demonstrate their HIV positive status or AIDS diagnosis and the low-income status for the eligible person and their family. The grantee or sponsor must also assess the specific level of need they require to remain housed.

Various communities make eligibility requirements more restrictive due to the limited amount of HOPWA resources and the need to integrate program support with other efforts and to help address the most pressing housing needs for a large population of consumers who may ultimately qualify for benefits. To meet the needs of the higher risk population, the grantee must identify the needs in their Consolidated Plan planning process, involving local consultations and public participation. HUD permits the use of local preference as a means of prioritizing benefits to those who are most needy. "Local Preferences" are to be approved through HUD's Field Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission.

### (c) Are HQS Inspections required in units eligible for STRMU assistance payments?

No. However, HUD requires grantees and project sponsors administering HOPWA funding to provide safe and sanitary housing that is in compliance with all applicable State and local housing codes. If program staff assesses that a STRMU applicant is residing in substandard housing, it is expected that the permanent housing stability plan will address measures to correct unit deficiencies, or to move the client to housing that meets HUD's habitability standards found at 24 CFR 574.310(b)(2).

## (d) Can we assist clients who do not have a rental agreement/lease, mortgage, or utility bill in their name due to criminal history, poor credit, or lack of rental history?

Yes, but only under certain conditions. Eligible STRMU recipients must have a legal right to reside in the unit and prove responsibility for paying the rent, mortgage or utility costs. As a general matter, if the eligible person is not named on a valid lease/rental agreement either as a tenant or an authorized occupant, the person has no legal right to reside in the unit and is therefore not eligible for STRMU assistance. However, if a STRMU applicant is listed as an occupant on a lease agreement and can prove through paid receipts in their name, money orders or cancelled checks that they pay rent or utility bills, even if the accounts are in the name of another household member, it is permissible to assist the applicant. The Grantee and project sponsor have responsibility for ensuring the eligibility of each household assisted with STRMU funds. The STRMU eligibility assessment would determine if the total household income would be included, or if a shared leased housing arrangement is present, therefore counting only the applicant's income. While an oral lease for less than a year may be valid in some states, most states require a written lease to establish a legal tenancy and HOPWA adopts this clear standard. This position is also consistent with other HUD rental assistance programs, which require such documentation (e.g., HOME, Shelter Plus Care, Housing Choice Vouchers/Section 8). As a

practical matter, not requiring a written lease may leave grantees in a vulnerable position in documenting STRMU payments during audits and reviews.

## (e) Can STRMU payments for mortgages include property taxes, insurance, and condo fees?

Yes in some situations. Most homeowners are required to pay property taxes, mortgage insurance premiums, fire and hazard insurance premiums as part of their monthly mortgage payment. For example, the Federal Housing Administration (FHA) requires a homeowner's monthly payment to include property taxes, special assessments (if applicable), and flood insurance (if applicable) in addition to principal and interest (see 24 CFR 203.22-203.24). These additional charges are held in escrow for payment by the lender on behalf of the homeowner. Other forms of financing allow a mortgagor to pay for taxes, insurance, and condo fees separately. For the purposes of STRMU assistance, to the extent that taxes and insurance, condominium fees or other building operation costs are required to be included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses are eligible for payment assistance. This would mean that a client could not receive STRMU assistance for taxes and insurance-or condo dues that are not included on the monthly mortgage statement. Other forms of assistance, such as homeownership programs may provide for alternative forms of support for costs not included on the mortgage payment statement. In the alternative, a grantee could limit the mortgage payment assistance to only the principal and interest payments if the grantee would like to adopt a local standard that gives every recipient of its program the same level of assistance, irrespective of whether other escrow items are included in the borrower's mortgage payment statement.

### (f) Can STRMU assistance be used for a second mortgage?

Generally yes. As a general matter, a second mortgage represents a lien on real property. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, or the commission of waste, among others) may lead residents to foreclosures and evictions from their homes. STRMU benefits provide short-term mortgage payments regardless of priority (i.e. the first or second mortgages) to eliminate the threat of homelessness for an adequately housed eligible person. This would mean that a borrower could receive STRMU assistance for a payment that was clearly designated as a second mortgage. STRMU may not be used for the following activities: (i) support an open line of credit or loan that was secured by the house; (ii) taxes and insurance paid separately after the first or second mortgage is paid in full; (iii) assistance for payment towards personal loans or credit debts secured against the unit; or (iv) assistance when the first mortgage payments are not current. Careful assessment and a permanent housing stability plan should be done to determine if the client is able to maintain payments on both mortgages after the short-term assistance period ends.

## (g) How can STRMU be used to assist clients who have a lease or rental agreement naming them as a tenant, but who live with an adult family member?

STRMU can assist in this scenario under two conditions: 1. Where a client lives with an adult family member and the entire household is assisted and total household income is taken into consideration to meet HOPWA low-income eligibility guidelines, or 2. If the client is renting the

unit from the adult family member and a "reasonable accommodation" is determined necessary for the client. HUD regulation 24 CFR 82.306 (d) does not allow housing assistance to a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, **unless** it is determined that approving the unit would provide "reasonable accommodation" for a family member who is a person with disabilities. A reasonable accommodation would permit a "person with disabilities" including persons with HIV/AIDS to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client's overall health and well being. In such situations because of this reasonable accommodation determination, the family's income is not to be counted in determining the eligibility of the low-income person with disabilities for a STRMU (or TBRA) payment. Such payments are based on the number of bedrooms that the person(s) with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units.

# (h) Can STRMU be used to assist clients who rent a separate and discreet residence from a family member naming them as tenant?

Yes, but only with reasonable accommodation approval as stated in (g) above. HOPWA regulations follow 24 CFR 982.306(d) prohibits assistance to clients if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless it is determined by a physician that living with the family member is important to the client's overall health and well being. In such situations because of this reasonable accommodation determination, the family's income is not to be counted in determining the eligibility of the low-income person with disabilities for a STRMU (or TBRA) payment. Such payments are based on the number of bedrooms that the person(s) with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units.

# (i) Can we provide assistance to clients who live in mobile homes, trailers, and motor homes?

Yes, but only in some situations. A rent, mortgage, or utility payment must be the basis for the assistance, and if an applicant presents such documentation and the need is assessed, then STRMU payments for up to 21 weeks of assistance could be permitted under the following circumstances: HOPWA can follow guidance established for the HOME Affordable Housing program in HUD Notice CPD 03-05 for conducting STRMU assistance in these circumstances. Mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating, and not attached to the earth are considered personal property and therefore, are <u>not</u> eligible for STRMU assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate) and therefore, eligible for STRMU assistance, providing the mobile home is connected to permanent utilities and local guidelines for mobile home housing are followed. Additionally, space rental costs in a mobile home park are allowable for STRMU assistance. For your reference, the HOME guidance HUD Notice CPD 03-05 can be downloaded from http://www.hudclips.org/sub\_nonhud/cgi/pdfforms/03-5c.doc/

#### (j) Can STRMU payments pay for telephone service?

#### CORRECTED RESPONSE in CPD Notice 06-07, issued 8/3/06

NO, not as a housing cost reported as STRMU. However, in some situations, a grantee may determine that their HOPWA programs will allow for supportive services that include reasonable costs for basic phone services that are determined to be needed to assist the beneficiary in accessing services, such as maintaining consistent and accurate participation with medical treatment protocols, care or other essential supportive services. As an additional consideration for rural or small population areas, these supportive service cost may involve reasonable costs for long-distance services, if needed, for connecting clients to this available support.

#### (k) How do requirements for lead-based paint inspections apply for STRMU?

A lead-based paint inspection is not required in all cases of STRMU assistance. Housing built before 1978 that is assisted with HOPWA dollars, where a pregnant woman or a child under six years resides or is expected to reside, generally must have potential lead exposures evaluated and controlled; how these are done depends on the type of assistance. Zero-bedroom units are exempt from the Lead Safe Housing Rule. HOPWA clients are considered disabled, and housing exclusively for the disabled is exempt from the Rule; however, if there are family members who are pregnant or are children under the age of six, then the lead-based requirements apply. Short-term rental, mortgage, and utility programs lasting over 100 consecutive days are considered to be support, leasing, or operation services in the Rule's terminology. For these programs, a visual assessment must be done. Then, deteriorated paint identified by the visual assessment, must be repaired (as is the building component underneath the surface finish, if it is defective) using lead-safe work practices. Finally the affected area, unless it is very small, must be tested and "cleared" to allow safe occupancy. The person doing the visual assessment must pass the one-hour HUD on-line course at <a href="http://www.hud.gov/offices/lead">http://www.hud.gov/offices/lead</a>.

#### (l) What actions are needed if a client is suspected of fraud?

The HOPWA regulations (24 CFR 574.310 (e)(2)) provide guidance on terminating a client's assistance. It is unlawful to provide false information to the government when applying for "federal public benefit programs" (see Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§ 3801-3812). Grantees are encouraged to contact their legal counsel and local HUD Field Office for guidance in addressing potential fraud by a HOPWA client. It is recommended that project sponsors maintain a fraud policy within their HOPWA program guidelines.

# (m) Is a household eligible for STRMU assistance whose sole member living with HIV/AIDS is a minor?

Yes. Written verification must be obtained and maintained in the file indicating that an adult member of the household has legal custody of the minor child, and the entire household income must be taken into consideration for purposes of income eligibility. The child must reside in the household at least 51% of the time. In this situation the adult would be considered the head of household as an affected member of the family, but the minor child is the infected member of the family qualifying the entire household for assistance.

#### (n) How is the 21-week period calculated and tracked?

Section 858(b)(3)(B) of the AIDS Housing Opportunity Act, as amended, specifically states that assistance may not be provided to "any individual for rent, mortgage, or utilities costs accruing over a period of more than 21 weeks of an 52-week period." This publication provides guidance on ways to track STRMU assistance, thereby allowing for a period of STRMU support that is consistent with the statutory limitation. Grantees are allowed to establish the period of STRMU assistance based on a calendar year, grantee's operating year, or client year (the first service date in which a STRMU payment is made on behalf of the client). Grantees must require project sponsors to consistently apply the selected method for all of its clients.

The methods used to calculate the 21-week maximum length of time an eligible client may receive HOPWA benefits should be tracked in terms of "weeks of service" or equated to months of assistance, as addressed in this document. There are three acceptable methods for tracking and reporting on STRMU payments, (i) by equating costs to the actual calendar days of assistance provided; (ii) by rounding each month of assistance to 4 weeks; or (iii) by counting full and partial weeks of assistance. A chart is provided below to help illustrate these methods. Once a grantee selects the method it intends to use for determining how it will be tracking help over the 52-week period (grantee program year, calendar year or individual client year), the grantee must use that particular method for all of the clients of its project sponsors.

NOTE: these methods create an incentive for the client to make partial rent payments, when possible. If STRMU clients understand that they can save some weeks of assistance for future emergencies by paying at least a portion of their debt, this incentive will foster more personal responsibility in household budgeting, albeit with limited resources.

#### (o) Can grantees place caps on the amount of STRMU assistance provided?

Grantees may establish a dollar limit or caps on the total amount of assistance provided to clients during the 52-week period selected, if applied consistently and in a non-discriminatory manner. Caps should be reasonable enough to assist clients in overcoming the pressing need and move to residential stability as soon as possible. Some communities may use the public housing authority Section 8 rent and utility standards as caps and others place a limit on the total dollar amount of funding a client may access during the year. Others may place a cap on the number of times in the 52-week period a client can apply for assistance.

#### (p) Could you show how to track one client's benefits under the 21-week limit?

Here's a hypothetical example showing how three methods for tracking assistance can be used. The table below is provided for more clarification. The three methods are summarized in:

• Column **f**. – **Calendar Days of Assistance.** The actual number of days are tracked attributing partial monthly costs, as appropriate.

- Column **g. Rounding a month to four weeks.** A month, regardless of the number of days, is rounded to 4 equal weeks, and partial monthly assistance is prorated for up to 21 weeks in the benefits period using this method.
- Column h. Counting full and partial weeks. Monthly support is rounded to 4.3 weeks average per month, based on 52 weeks per year. Three weeks of assistance is rounded to 3.2, two weeks is rounded to 2.2, and one week is rounded to 1.1 for up to 21 weeks in the benefits period using this method.

NOTE: Monthly utility service periods generally do not coincide with rent or mortgage periods, rather they likely span parts of 2 calendar months (e.g. May 7-June 6). When assisting **only** the utility costs, the monthly assistance period would be counted as one of the three methods described above. If **both** a housing bill and utility bill are paid to address the households STRMU need, but the dates of service do not coincide, the benefit period would be calculated as follows: **Count this overall assistance as one month (4 weeks) if at least 14 days of the utility period coincide with the rent/mortgage period. In situations where less than 14 days coincide, the remaining portion of the utility period will be attributed to the next month for tracking purposes. Example:** A rental period of May 1- 31 is rounded down to 4 weeks. The utility period of May 7-June 6 results in 25 days coinciding with the rental period; therefore, a total of 4 weeks is counted in May for the payment of both rent and utilities. Another Example: If the utility bill had coincided with the May rental period for less than 14 days (e.g. May 20-June 19, equaling 12 days rounded up to 2 weeks in May), part of this assistance (19 days) would be attributed to June, as 3 additional weeks of assistance added to the 4 weeks attributed to May for rent assistance.

Concepts for the Example Conditions as Demonstrated in the Following Table: (1) The grantee is tracking STRMU payments beginning May 1, based on the month the client first demonstrated need for assistance payments for past due rent. The grantee under column **f.** is tracking actual days of help. A second grantee is utilizing the method rounding each month into 4 equal weeks, as shown in column **g.** A third grantee is tracking the partial weeks under column **h.** 

(2) These jurisdictions decided to use HUD's Fair Market Rent (FMR) standards and the Section 8 program utility allowances to determine assistance caps with a maximum of \$3,000 per client in the 52-week period. The client in column g in this example received a total \$2,538.74 (\$2287.50 in rent - column c. and \$251.24 in utilities - column e.) covering 21-weeks of assistance during the 52-week period.

Each of the other acceptable tracking methods have a slightly different result in reaching a 21-week limit If column **g.** is used, it rounds the month to 4 equal weeks for a maximum total of 21-weeks in a 52-week period. If column **h.** is used, the full and partial week tracking method that same period would total 22.7 weeks and therefore assistance would have to end in January after 3.7 weeks of support to remain consistent with a 21-week limit. The client under the daily counting method in column **f.** would also find that the 147 day limit for the 21 weeks would be reached on January 25 (Remember, once a grantee selects the method it intends to use for calculating the maximum allowable period of benefits, the grantee must use that particular method consistently for all households receiving STRMU support through its project sponsors).

- (3) In this example, the client's rent is set at \$635 per month for a one-bedroom apartment, but they are only eligible for \$610 because this is the FMR amount used by the grantee to cap benefits.
- (4) The client's utilities are all-electric, with the Section 8 utility allowance amount for all-electric utilities at \$67 per month, used by the grantee to cap benefits. Payment cycles for rent and utilities rarely coincide, with utility periods often overlapping from one month into the next. This client's utility period is from the 8<sup>th</sup> of one calendar month to the 7<sup>th</sup> of the next calendar month. The table and explanation below will be used to illustrate this scenario.

Example Calculation: In June the client requests STRMU assistance for delinquent rent and utilities for May (Columns **c.** and **e.**) plus delinquent rent for June (Column **c.**). The case manager assesses the need as eligible for assistance and tracks the days, months or weeks as shown in Columns **f.**, **g.**, and **h.** Note: The client's 52-week period begins in May, because this is the first service period covered by STRMU. Also, because more than 14 days of the May 8-June 7 utility bill coincides with the May rent period, the rent and utilities is counted in May for a total of 4 weeks. The June rent period is counted as another 4 weeks.

In October, the client again requests STRMU assistance for delinquent utility payments for August and half of September (Column e.). The assistance is tracked as 4 weeks for August and 2 weeks for September because although the September utility bill spans September 8-October 7, only half a month's assistance (2 weeks) was provided for September. The case manager tracks the days, months or weeks of assistance as shown in Columns f., g., and h.

In February the client (column **g.**) is assessed eligible for half of the December rent, all of January rent and utilities, and one week of February utilities. This is tracked as 2 weeks for December rent, 4 weeks for January rent and utilities because more than 14 days of January 8-February 7 utilities coincides with the January rent period, and 1 week of February 8-March 7 utility costs. As noted clients under columns **f.** and **h.** would reach their 21-week limit in late January, resulting in a small variation of assistance.

In March the client requests assistance for one month of rent. The request is denied because the client has met or exceeded the allowable 21 weeks of assistance for their 52-week period, using tracking method **g.** as well as slightly earlier under the other methods, as noted.

#### **Example on Three Methods Hypothetical Case:**

a. Monthly Period Paid by STRMU	b. Allowable FMR or Rent Cap	c. Amount of STRMU Rent Payment & Time Attributed	d. Allowable Utility Amount or Cap	e. Amount of STRMU Utility Payment & Time Attributed	f. Total # of Actual Days of Assistance	g. Total # of Rounded Weeks Used	h. Total # of Full or Partial Weeks Used
May	\$610	\$610 = 4 weeks		\$67.00 = 4 weeks	31 days	4 weeks	4.3 weeks
June	\$610	\$610 = 4  weeks			30 days	4 weeks	4.3 weeks
July			0.57	0.57.00	24.1		
Aug.			\$67	\$67.00 = 4 weeks	31 days	4 weeks	4.3 weeks
Sept.			\$67	\$33.50 = 2  weeks	15 days	2 weeks	2.2 weeks
Oct.							
Nov.							

Dec.	\$610	\$305 = 2 weeks			15 days	2 weeks	2.2 weeks
Jan.	\$610	\$610 = 4 weeks*	\$67	\$67.00 = 4 weeks*	Up to 25 days*	4 weeks	Up to 3.7 weeks*
Feb.				\$16.74 = 1 week *	N/A	1 week	N/A
March							
April							
Total		\$2,287.50 * under method g.		\$251.24 * under method g.	Up to 147 days (*21 weeks)	21 weeks	Up to 21 weeks

<sup>\*</sup> Payment of the full amount listed would be available for a client in a program using the rounded month method shown under column **g.** The other two examples have marginally smaller eligible amounts, due to their tracking methods as shown for this hypothetical example. For the actual days method in column **f.**, this example would be limited to \$492 for the January rent payment and \$54 for that month's utilities, for subtotals of a maximum \$2,269.50 rent and \$221.50 utilities. For the full and partial week method under column **h.**, this would be limited to \$513 for the January rent payment and \$56 for that month's utilities, for subtotals of a maximum of \$2,190.50 for rent and \$223.50 for utilities. Real circumstances may have other results and such assistance must be consistent with not exceeding this statutory limit.

Attachment: Generalized statement of eligible HOPWA activities to prevent homelessness.

For more information. This FAQ was issued by HUD's Office of HIV/AIDS Housing to provide for the management of HOPWA activities consistent with program requirements. Please address any questions to the State or Area CPD Offices in your community or to the Office of HIV/AIDS Housing at HUD Headquarters c/o HOPWA@hud.gov.

#### Generalized statement of eligible HOPWA activities to prevent homelessness.

This chart is intended to help clarify how HOPWA eligible housing activities can be used to help households achieve more stable housing arrangements. Rows 1-7 are eligible housing activities under HOPWA-funded programs. Short-term Rent, Mortgage and Utility Payments to prevent homelessness of eligible persons is listed in column A, and other related HOPWA eligible activities in columns B-E, as found at 24 CFR 574.300(b).

Eligible HOPWA Activity (right) and Type of Benefit (below)	A. Short-term Rent, Mortgage and Utility Payments	B. Tenant-based Rental Assistance	C. Housing Information Services	D. Permanent Housing (PH) Placement as a Supportive Service	E. Housing Case Management as a Supportive Service
1. Rent payments (for eligible households with a lease)	Yes, if within 21 week limit	Yes, if done with inspections for Housing Quality Standards and with resident rent payments	No	No	No
2. Mortgage payments (but not down-payment support for new units)	Yes, if within 21 week limit (for costs within the mortgage agreement)	No	No, but can be related support through information on homeownership programs	No	No
3. First months rent and security deposits; credit checks	No	No	No	Yes, for reasonable costs to move persons to permanent housing, not to exceed 2 months of rent costs, including security deposits and fees for credit checks	No
4. Utility payments (gas, electric, water and sewer etc.)	Yes, if within 21 week limit	Yes, if part of the rental assistance fees	No	Yes, but only for one-time utility hookup and processing costs	No
5. Information and/or support to locate and apply for housing assistance	No	No	Yes, for costs for providing information and materials that inform clients of available housing	Yes, as support and help to complete PH applications, and eligibility screenings for tenancy or utilities for these units	Yes, such as counseling and help to develop a housing service plan to establish stable permanent housing
6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units	No	No	No	No, however programs may coordinate with leveraged resources and donations for these purposes	No
7. Other elements*	No	No	No	Life skills and housing counseling on unit cleaning, maintenance and household budgeting	Help to access other benefits, such as health-care and other supportive services

NOTES: STRMU projects should consider how to access other housing, as needed, including permanent housing programs, to assess on-going needs and to establish a housing and service plan for the assisted household. STRMU costs are housing costs and do not include personal items such as grooming, clothing, furnishings, supplies, care for pets, financial assistance, consumer credit payments, entertainment activities, vehicle maintenance and repairs, and other non-housing-related costs. See additional HOPWA standards at 24 CFR Part 574. (edit of 5/3/06)

#### **PHP Intent to Lease Worksheet**

Must be completed by owners/representatives that intend to lease to the household.

Our Program intends to assist this household with establishing permanent residence in which continued occupancy is expected. Eligible housing assistance costs include expenses associated with placement in housing\*:

<ul> <li>Application fee</li> </ul>	<ul> <li>Administrative fee</li> </ul>	<ul><li>Security deposit**</li></ul>	<ul><li>First month's rent**</li></ul>	<ul><li>Last month's rent**</li></ul>	
Client Name:	5' , A6'   H   1 ,				
Proposed Address:	First, Middle, Last				
Property Contact:	Street and Unit, City, State, Zip	, County			
Proposed move-in date:	Owner/Representative Name,	Contact Information***			
•		-			
Proposed monthly rent:	\$	-			
		Submission Instructions			
		at verifies initial move-in cost pelow so that the Program m			
Case Manager Name:	First, Last				
Contact Information:					
	Phone, Fax, Email	Maria la Casta			
		Move-In Costs			
a) Application fee:		\$			
b) Administrative fee	e:	\$			
c) Other fees and co	sts:	\$	Specify:		
d) Security deposit:		\$			
e) First month's rent	or prorated rent*:	\$	From:	To:	
f) Last month's rent	or prorated rent*:	\$	From:	To:	
,	, pro-100-00-00-00-00-00-00-00-00-00-00-00-00		Date	Date	
TOTAL:		\$			
		Payment Information			
Make check payable to:	Individual/Company Name***				
Mail check to:					
	Street/PO Box, City, State, Zip,	County***			
Owner/Representative Na	ame:				
Owner/Representative Sig	Owner/Representative Signature: Date:				

- \* Eligible PHP housing assistance costs include: Application fees charged by owners/representatives; administrative fees charged in lieu of or in addition to a security deposit and other initial move-in costs (sometimes structured as refundable or non-refundable); related credit, rental, and criminal background checks; rental insurance (limited to a single payment for the first month of coverage or limited to a single initial payment for multiple months of coverage); utility deposits, hookup fees, and processing fees paid directly to the utility vendor; first and/or last month's rent or prorated rent (when required for occupancy and no ongoing housing subsidy, whether via this program or another program, is expected); and security deposits required for lease approval and occupancy. PHP housing assistance costs may also cover rental and utility arrears (including accumulated late fees, eviction costs, and related monetary penalties) if these debts present a barrier to obtaining permanent housing or establishing utility services in a new unit.
- \*\* The total amount of PHP assistance provided to a household for the 1) security deposit, 2) first month's rent, 3) last month's rent, and/or 4) rental arrears (paid to the same owner) cannot exceed the value of two months' rent for the new unit. PHP assistance for rental costs (including the security deposit) is subject to the two-month rent cap. PHP assistance for non-rental costs, such as fees, inquires, and insurance is not capped. PHP assistance for utility deposits, hookup fees, and utility arrears is not capped. If an owner/representative fully or partially refunds a security deposit when the assisted household leaves a unit, it must be returned to the Program. The Program maintains a record of all deposits and will make a good faith effort to recover program funds upon the household's departure from the unit.
- \*\*\* Information must match the Internal Revenue Service (IRS) Form W-9 for the individual or company to be paid.



# RE: SSN XXX-XX- (last four digits)

√/N/A	Required Documents in HOPWA Client File	Comments (Date received, etc.)
	Application and/or HMIS Paper Intake form(s) for all household members	
	HMIS Release of Information (ROI) Form	
	Eligibility Documentation (must be confirmed before program entry & recertifications):  • Proof of HIV seropositivity for at lease one household member *  • Proof of gross income for all household members 18 years of age and older*  **Rhote ID for all household members 18 years of age and older*	
	<ul> <li>Photo ID for all household members 18 years of age and older*</li> <li>Social Security Card for all household members 18 years of age and older</li> <li>Documentation of unforeseen emergency situation (if applying for STRMU)</li> </ul>	
	Homeless Eligibility Documentation (if applicable)  • KHC HCA Form 100	
	<ul> <li>Appropriate Corresponding(s) Form as indicated on KHC HCA Form 100</li> <li>Client Verification of Receipt of Required Documents Form – KHC Form HCA-158</li> </ul>	
	HOWPA Program Participation Agreement	
	Client Housing Plan(s) and Stability Assessment(s)	
	Intent to Lease Form (if Permanent Housing Placement client)	
	Rent Reasonableness Checklist Form KHC Form HCA-174	
	Calculating Total Tenant Payment and Housing Assistance (if applicable)	
	Habitability Inspection Form – KHC Form HCA-175 – (if applicable)	
	Lead Screening Worksheets – KHC Form HCA-173 (if applicable)	
	Request for Unit Approval (if applicable)	
	Verification of Landlord and/or Property Owner (if applicable)	
	Rental Assistance Agreement (if applicable)	
	Copy of Residential Lease (if applicable)	
	STRMU Tracking Sheet – (if applicable)	
	Client Housing Plan Updates	
	Annual and Interim Program Eligibility Recertifications	
	Case Management Notes	
	Client Plan to Sustain Housing	
	Documentation of termination of assistance, if applicable	
	HMIS Exit form	

<sup>\*</sup>This toolkit contains details regarding acceptable forms of documentation and other pertinent details.



#### **Personnel Activity Reports**

An *acceptable* PAR will meet the following criteria:

- ✓ Reflects an after-the-fact determination of the actual activity of the employee.
- ✓ Accounts for the total activity for which the employee is compensated (accounts for the full workday / work week)
- ✓ Is signed by the employee and a responsible supervisory employee who has firsthand knowledge of the employee's activities
- ✓ Is completed and signed each pay period
- ✓ Is supported by records indicating the total number of hours worked each day
- ✓ If used for meeting match, is completed in the same manner as salaries and wages claimed for reimbursement from the grant
- ✓ Lists the category, the eligible activity, the total time spent on the activity, the grant the activity was conducted for, the client for whom the task was being conducted (if applicable) and adequate details describing the activity

PARS must be reflective of the actual time billed to the grant, therefore the hours reported on the PAR for the grant multiplied by the hourly rate of pay plus fringe should be the equivalent of funds requested from the grant.

Frequent mistakes made on PARS include the following:

- Not reporting the full workday
- Failure to designate the applicable grant
- Bundling clients and/or activities into unclearly designated categories
- Failure to identify an eligible client
- Reporting activities conducted for one funding source to a different funding source
- Designating an activity to an incorrect category
- Reporting holidays and other paid time off in full for the same time reported as worked
- Not obtaining required signatures
- Not reporting and/or prorating holiday, vacation, or sick leave time



Agency Name: West Sixth Client Services

Employee Name: Jimbo Jefferson

Date: 22-Dec-14

Category	Eligible Activity	Detail	Client(s)	Time Spent	Grant
HMIS	Data Entry	Entering new client information into HMIS	PQ	- 1	COC PH
HMIS	Data Entry	Entering client exit information into HMIS	88	1	ESG
Leasing	Leasing Administration	Completing rent reasonableness comparison for client proposed unit	DM	1	СОС РН
Supportive Services	Life Skills	Conducted budgeting and nutrition training session with 3 permanent housing clients	DOM, L RA	5 1	COC PH
Supportive Services	Case Management	Securing services, assisting client with completion of KTAP application	0.1	0.5	COC PH
Street Outreach	Engagement	Delivering meals and blankets to Scritteto, a trut city	JB, JH	1	ESG
Agency task	N/A	Covering phones	N/A	0.5	General
Rehousing Stabilization	Case Management	Initial Evaluation	JD	1	ESG
Leave Time	Vacation	N/A	N/A	1	
			Total Hours worked:	8	

# Hours per source:

COC PH:	3.5	General:	0.5	Holiday:	
ESG:	3	CSBG:		Vacation	1
HOPWA:	200	Food Bank:		Sidk:	

Employee Signature:	Jewbo Jefferrou	Date:	12/22/2013	
Supervisor Signature:	Ambet Alebac	Date:	12/22/2013	

Employee Name: Jimbo Jefferson

Date: <u>24-Dec-13</u>

Date:	24-Dec-13			1	
Category	Eligible Activity	Detail	Client(s)	Time Spent	Grant
HMIS	Data Entry	Entering and exiting clients into HMIS	PQ,88, BO	_1	#1 COC PH/ ESG
Leasing	Leasing Administration	Completing rent reasonableness comparison	#2	BAL.	COC PH
Supportive Services	Life Skills	#3 Budgeting and nutrition training session with 2 ESG dient and 3 COC clients	DOM, KL, RAC, PP,JC	1.5	#3 COC PH
Supportive Services	Case Management	Securing services, assisting client with completion of KTAP application	DM	1	COC PH
Street Outreach	#4 Shelter	Deliverin meals and blankets to Smithtown tent	JB, JH	2	ESG
Agency task	N/A	Covering phones and front desk	N/A	1.5	#5 COC PH
Holiday	N/A	Christmas Eve Agency Holiday	N/A	#6 8	#7 ESG
			Total Hours worked:	8	
Hours per source:	#8				
COC PH:		General:		Holiday:	
ESG:		CSBG:		Annual:	
HOPWA:		Food Bank:		Sick:	

Signature: Jimbo Jefferson Date: #9
Signature: #10

Agency Name:			•		
Employee Name:			•		
Date:					
Category	Eligible Activity	Details	client(s)	Time Spent	Grant
			Total Hours		
			Worked:		
Hours per source:					
Funding source	Number of hours		Time off	Number of hours	
			Holiday		
			Vacation		
			Sick		
			Personal		
			Other:		
			Other		
Employee Signature:			Date:		
			<b>5</b> :		
Supervisor Signature:			Date:		

	HOPWA Budget Cheat Sheet
	Short-term Rent, Mortgage and Utility (STRMU)
	Eligible Expenses
	Note: STRMU is established in statute to prevent a household from becoming homeless and therefore can only be used to PREVENT homelessness by an eligible HOPWA tenant/household. STRMU may not be used to assist households to move into a new unit.
Short-term Rental Assistance Payments	Rental arrears and current/ongoing rent; Late fees (if tied to eviction); Not statutorily subject to Housing Quality Standards but KHC recommended; Not subject to Fair Market Rent (FMR) or Rent Reasonableness. Limited to 21-weeks of assistance in a 52-week period. Must obtain owner's IRS Form W-9 before payment. Can not be used in conjunction with other forms of rental assistance.
	Mortgage payment arrears and current/ongoing payments; Late fees (if tied to loss of housing); Not statutorily subject to Housing Quality Standards but KHC recommended; Not subject to Fair Market Rent (FMR) or Rent Reasonableness. Limited to 21-weeks of assistance in a 52-week period. Note: Can not be used to: support an open line of credit or loan secured by the house; pay taxes and insurance paid after first or second mortgage paid in full; payments toward personal loans or credit debts secured against the unit; assistance for a second mortgage when first mortgage is not current.
Short-term Mortgage Assistance Payments	Utility arrears and current/ongoing utility payments. Late fees (if tied to loss of housing). Not statutorily subject to Housing Quality Standards but KHC recommended; Limited to 21-weeks of assistance in a 52-week period.
Short-term Utility Assistance Payments	HOPWA grantees may bill staff time spent conducting landlord outreach and education on the CO detector and alarm requirements, performing HQS/habitability inspections including necessary CO detector and alarm requirements.
Special Administrative Costs	Tenant-Based Rental Assistance (TBRA)
	, ,
	Eligible Expenses  Rental Assistance; Can include shared housing arragements; Eligible tenant/household must have legal right to reside in private unassisted unit and pay rent. May include utility allowance. Can not pay
Rental Assistance	rental or utility debts. Subject to Housing Quality Standards, FMR and Rent Reasonableness.
Special Administrative Costs	HOPWA grantees may bill staff time spent conducting landlord outreach and education on the CO detector and alarm requirements, performing HQS/habitability inspections including necessary CO detector and alarm requirements.
	Permanent Housing Placement (PHP)
	Eligible Expenses
	Note: Permanent housing placement costs can not exceed the value of 2 month's rent in the new unit.
Permanent Housing Placement Cost	Application Fees
	Security Deposits
	Utility Deposits  First Month's Rent (EXCEPT when TBRA is used)
	Last Month's Rent
	Legal Fees
	Credit Checks
PHP Support Services	Rental Insurance Staff time to assess eligibility and need for assistance
support services	Staff time with landlords or utility companies verifying costs
	Staff time conducting initial unit inspections
Special Administrative Costs	Staff time providing assistance to get tenant/household in new unit  HOPWA grantees may bill staff time spent conducting landlord outreach and education on the CO detector and alarm requirements, performing HQS/habitability inspections including necessary CO detector and alarm requirements.
	Housing Information Services
	Eligible Expenses
Housing Information Direct Cost	Staff time & equipment to create a housing resource database
	Staff time locating available, affordable and appropraite housing units
Housing Information Services	HMIS costs for Case Management, Data tracking and reporting  Information and staff time to assist eligible households with locating, acquiring, financing and maintaining housing
mousing information services	Staff time advocating on behalf of households with housing barriers
	Staff time present to eligible households housing information classes (Owner and tenant responsibilities, Leases and Contracts)
Special Administrative Costs	HOPWA grantees may bill staff time spent conducting landlord outreach and education on the CO detector and alarm requirements
	Resource Identification
	Eligible Expenses
	ocused on establishing, coordinating and developing housing assistance resources for all eligible households, not individual households
Resource Identification	Housing Resource development
	Housing research and needs assessment  Housing System Coordination
	HUD-approved HOPWA-related training
	Supportive Services
	Eligible Expenses
Supportive Services	Staff Costs for Housing Focused Case Management Home Visits
	Staff Costs for development and monitoring of housing plans with beneficiaries  Staff Costs associated with psycho-social case management or connection to these services including necessary medical care
	Administrative Costs
Admin does not include staff and or the total amount awarded.	Eligible Expenses verhead costs directly related to carrying out activities listed above, those activities are charged to those activities. Administrative costs are limited to 7% of
General Management, Oversight and	
Coordination	1) Salaries, wages and related costs of staff engaged in program administration
	Program administration includes: Preparing program budgets and amendments, developing systems for assuring compliance with program requirements, developing interagency agreements and contractors to carry out program activities, monitoring program activities for progress and compliance with requirements, preparing reports and other documents directly related to program submission to HUD, Coordinating the resolution of audit or monitoring findings, evaluating program results with stated objectives, managing or supervising person whose primary responsibilities include these activities. Equipment, insurance, office supplies, office space, audit costs when allocated among other programs if necessary.
L	

# **Housing Stability Plan**

Supportive Services Housing Program

	Supportive Services flousing Frogram
Name:	Date of Housing Plan:
Client ID#:	Re-Certification Date:
	ing and address factors that threaten housing stability and address factors that threaten housing stability
Safe, affordable housing options availab	ple to household: (i.e. 1 BR apartment, studio apartment, etc.)
	(i.e. drug & alcohol abuse, underemployment, etc.)
income, past trauma/abuse, chronically h	i.e. finances, credit history, housing history (i.e. past evictions), unstable homeless history, etc.)
Personal and family needs related to ho childcare, etc.)	ousing: (i.e. first floor due to physical limitations, specialized school/education,
Client/Family Strengths & Current Resor	urces:
Financial resources available to househo	old: (i.e. Service Connected Disability Compensation, Veteran's services, etc.)

# **Housing Stability Plan**

Supportive Services Housing Program

I OBJECT	FIVE 1: Obtain/Maintain Permanent H	lousing		
WHAT	ACTION STEPS	WHO	INTENSITY (How often)	TARGET DATE
OBJECT	TIVE 2: Address Income/Benefit conc	orns that threaten he	ousing stability	
WHAT	ACTION STEPS	WHO	INTENSITY (How often)	TARGET DATE
	FIVE 3: Linkages Needed to create/ma		The state of the s	
WHAT	ACTION STEPS	WHO	(How often)	TARGET DATI
OBJECT				
WHAT	ACTION STEPS	WHO	(How often)	TARGET DATE
gree with this Housing	Stability Plan, have received a copy	and will do what is r	required of me as st	ated above.
ent's Signature	Stability Plan, have received a copy of the copy of th		Date	ated above.
ent's Signature	eating this housing stability plan and		Date	ated above.
ent's Signature esisted the Client in cre	eating this housing stability plan and		Date  of the plan.	ated above.

#### HOUSING STABILITY ASSESSMENT

(This assessment is to be performed within thirty days of the start of TBRA assistance and thereafter on a quarterly basis during home visits.)

Client No.	Date Assistance		
Cheffit No.	Commenced		
Case	Date of Quarterly		
Manager	Assessment		

# PART ONE – FINANCIAL RESOURCES

Review status of financial support to ensure continued receipt and/or to review the status of pending applications.

		1 <sup>st</sup> Quarter			2nd Quarter			3rd Quarter			4th Quarter		
Form of Income or Benefit	Υ	N	Applied For (Date)	Υ	N	Applied For (Date)	Υ	N	Applied For (Date)	Y	N	Applied For (Date)	
Supplemental Security Income (SSI).													
Social Security Disability Insurance (SSDI).													
TANF													
Food Stamps.													
Veteran's benefits.													
Retirement check.													
Other benefit.													
Employment													
Medicaid.													
Medicare.													
Private health insurance.													
Private disability insurance.													
State AIDS Drug Assistance Program (ADAP).													
Other insurance.													

#### FINANCIAL RESOURCES - NOTES/COMMENTS

	Status of Pending Applications	If the client lost a source of income, why, and what measures are necessary to reinstate?
1 <sup>st</sup> QUARTER		•
2 <sup>nd</sup> QUARTER		
3 <sup>rd</sup> QUARTER		
4 <sup>th</sup> QUARTER		

# PART II - HIV/AIDS AND OTHER SERVICES RECEIVED

Based on the latest case management plan and progress notes, review the results of your service referrals and describe the degree of client participation in those services during the past three months.

	1 <sup>s</sup>	t Qua	arter	
Service	Y	N	Some times	Comments – Why Are Services Not Being Used or Only Sometimes?
Service	2 <sup>nd</sup>	Quar	ter	
Service	3 <sup>rd</sup>	Quar	ter	
Service		 Quar	tor	
Jei vice	<b> </b>	<u> </u>	LGI	
		1		

# PART III – CLIENT AS TENANT AND PROGRAM PARTICIPANT

Review client's behavior, both as a program client and a tenant, during the past three months. Did the client pay his or her rent on time each month? Were there any landlord complaints regarding condition of the unit or disturbance to neighbors? Were there any other program violations? If so, was the tenant or client-based matter resolved and how? What steps are necessary to resolve open issue?

#### A. PAYING RENT ON TIME

	Yes	No	Why Not? Identify Steps Necessary to Resolve.
	1 <sup>st</sup> C	⊋tr.	
Did the client pay rent on time each month?			
Has the client negotiated a payment plan with the landlord?			
Is the client willing to commit to a payment plan?			
	2 <sup>nd</sup> C	Qtr	
Did the client pay rent on time each month?			
Has the client negotiated a payment plan with the landlord?			
Is the client willing to commit to a payment plan?			
	3 <sup>rd</sup> (	Qtr.	
Did the client pay rent on time each month?			
Has the client negotiated a payment plan with the landlord?			
Is the client willing to commit to a payment plan?			
	4 <sup>th</sup> (	Qtr.	
Did the client pay rent on time each month?			
Has the client negotiated a payment plan with the landlord?			
Is the client willing to commit to a payment plan?			

#### B. BEING A GOOD TENANT AND NEIGHBOR

Has the landlord communicated any complaints or concerns during the past three months (to the client and/or program)? Does the client have complaint(s) regarding the landlord or neighbors?

1 <sup>st</sup> (	Qtr.		Reso	olved	How Was It Resolved or How Will It Be Resolved?
Yes	No	If Yes, Describe	Yes	No	
2 <sup>nd</sup>	Qtr,				
3 <sup>rd</sup> (	Qtr.				
4th 4	<u> </u>				
4 <sup>th</sup> (	بtr.				

#### C. FOLLOW THROUGH ON CLIENT RESPONSIBILITIES

Have there been any program violations in the past three months? Has the client taken steps to cure the program violation? What steps can be taken to cure, or prevent future, violation(s)?

1 <sup>st</sup> (	Qtr.		Cu	red	How Was It Resolved or How Will It Be Resolved?
Yes		If Yes, Describe	Yes	No	
		,			
ond.	<b>0</b> 4				
2""	Qtr.				
ard 4					
3 <sup>rd</sup> (	Qtr.				
4 <sup>th</sup> (	Qtr.				
	1				

QUARTER
---------

# PART IV – HOUSING STABILITY ASSESSMENT\*

<b>✓</b>	necks to represent the level of assistance needed. Almost never needs assistance Sometimes needs assistance Almost always needs assistance
	Money management skills and ability to pay rent (keep up with entitlement/ benefits paperwork, cash checks, budget)
	Ability to follow lease/house rules (refrain from violence, keep noise down during hours of sleep, refrain from criminal activity, wear appropriate clothing in common spaces)
	Housekeeping skills (able to clean space, wash sheets, remove garbage regularly, keep out insects, rodents, remove excess clutter, maintain plumbing [keep large items out of toilet])
	Personal care skills (washing clothes, buying and using toiletries, dress appropriate to weather, bathing)
	Travel skills (use public transportation, follow directions)
	Shopping and cooking skills (able to obtain meals by buying or cooking food, store food properly)
	Social skills (sensitivity to and respect for the needs and rights of others, conflict management skills, ability to maintain positive relationships)
	Social supports (connections to family and significant others, need for interaction/alone time)
	Awareness of service needs and ability to seek and accept help
	Communication skills (able to make needs known, ask for clarification when not clear about what others have said)
	Ability to manage health, substance use, and psychiatric care (make and keep appointments, manage Medicaid or health insurance paperwork requirements, take medication as prescribed, advocate and communicate with doctors).
	Awareness of substance use, relapse patterns, and consequences of use (disruptive behavior, deteriorated health, rent payment, inability to work, relapse triggers)
	Ability to pursue goals (planning, prioritizing, and accessing needed resources; problem-solving and negotiation skills)

# CLIENT HOUSING PLAN FOR \_\_\_\_ QUARTER

CLIENT AS TENANT	
•	cknowledge the following concerns hereby agree to take the action steps below
Issue(s) To Be Resolved	Action Step

Issue(s) To Be Resolved	Action Step
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

# **CLIENT AS PROGRAM PARTICIPANT**

I acknowledge the following concerns regarding my continued participation in the Program and hereby agree to take the action steps below to resolve those concerns.

Issue(s) To Be Resolved	Action Step
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.

# **SERVICE PARTICIPATION**

I agree to participate in the following services once made available to me and will seek the assistance of my case manager to secure such services or will follow through on referrals made.

Service	Selection
Assistance with benefit applications or insurance	
documents	
Home meal delivery	
Personal care/attendant	
Money budgeting skills training	
Vocational training	
Legal services	
Peer support or buddy program	
Medical care	
Substance abuse treatment	
Mental health treatment	
Nutritional services	
Domestic violence intervention services	
Conflict or anger management skills training	
Other:	
Other:	

#### **CLIENT'S FINANCIAL RESOURCES**

I agree to take the following action steps to improve my financial status, including seeking or restoring additional forms of income, reducing my monthly expenses and/or adhering to a new monthly household budget.

		Action Step(s)
Ī	Measures to Increase Financial Resources For example, apply for additional benefits; take measures to have benefits reinstated;	1.
•	seek employment or vocation/job training.	2.
		3.
1	Reduce Monthly Expenses Ways to Save: Reduce cable television plan to basic cable; eliminate extra phone charges;	1.
1	reduce debt finance charges, be more frugal with personnel spending; seek subsidized transportation and child care; reduce car	2.
	payments by trading in for less expensive vehicle.	3.
	MONTHI V HOLISEHOLD	BUIDGET FOD OUADTED

	OLD BUDGET	NEW BUDGET	
CASH INCOME	\$	\$	
Rent/Mortgage	\$	\$	
Electricity	\$	\$	
Gas	\$	\$	
Telephone	\$	\$	
Water & Sewer	\$	\$	
Transportation	\$	\$	
Food	\$	\$	
Child Care	\$	\$	
Medical Insurance	\$	\$	
Medical Out-of-Pocket	\$	\$	
Car Payment	\$	\$	
Car Insurance	\$	\$	
Auto Fuel/Maintenance	\$	\$	
Credit Card/Debt Payment	ts \$	\$	
Other	\$	\$	
Other	\$	\$	
EXPENSE TOTAL:	\$	\$	
nust make all efforts tov to keep my housing and	vard achieving these the assistance I rec es) and/or my difficu	o all of the above and I un egoals and completing the eive from the HOPWA Pro lty(ies) with achieving an tion steps during my mor	ese actogram. y of the
goals or accomplishing			nthly
e goals or accomplishing ct with my Housing Cool	rdinator.		Date
goals or accomplishing ct with my Housing Coor	rdinator.		

Ongoing Housing Plan Update				
RE: SSN XXX-XX-				
	four digits)			
Date of follow-up:/				
Were previous housing goal(s) achieved (check one):Yes	Par	tially	No	
	1		110	
Describe status:				
		Tol	be completed by	,
Follow-up housing goals: (revise and/or establish new goals)		Date	Caseworker V	Client V
a) Steps/Objectives			· ·	
<b>b)</b> Steps/Objectives				
c) Steps/Objectives				
List referrals/supportive services client received assistance in ob-	aining	Give details	such as dates a	nd
,,,,,,,,		referral/supportive service source		
Client signature:	Date:			
Housing Advocate/Case Manager:	Date:		·	
Date of follow-up:/				
Were previous housing goal(s) achieved (check one):Yes _	Partial	lyNo		
Describe status				
	,	To be completed by		
Follow-up housing goals: (revise and/or establish new goa	S)	Date	Caseworker V	Client √
a) Steps/Objectives				
b) Steps/Objectives c) Steps/Objectives				
c) steps/Objectives		Give details	such as dates a	nd .
List referrals/supportive services client received assistance in obtaining referral/supportive service source				
Client signature:	Date:	•		
Client signature: Date:				

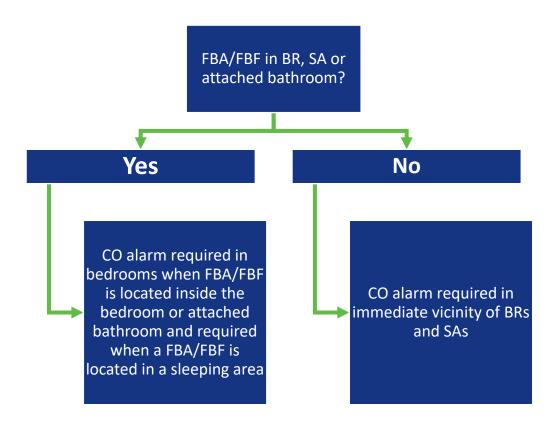
WARNING: It is unlawful to provide false information to the government when applying for federal public benefit programs per Section 1001 of Title 18 of the United States Code.





A guide for determining CO detection requirements based on CO sources and location

# **Unit or Classroom CONTAINS Fuel Burning Appliance**



**KEY** 

**BR= bedroom** 

**CO= Carbon Monoxide** 

**CR= classroom** 

FBA= fuel burning appliance

**FBF= fuel burning fireplace** 

**FBFAF=** fuel burning forced air furnace

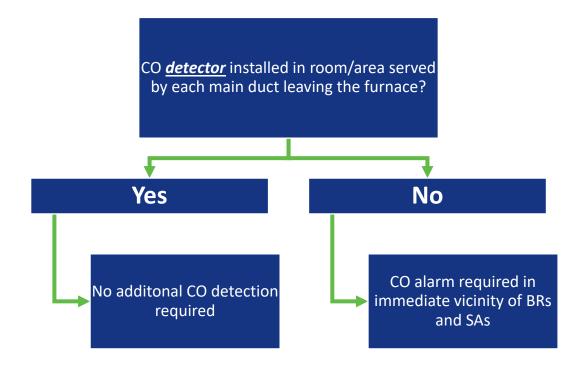
**SA= sleeping area** 

# **Installation of CO Alarms/Detectors**



A guide for determining CO detection requirements based on CO sources and location

# Unit or Classroom Served by Fuel Burning Forced Air Furnace OUTSIDE the Unit



**KEY** 

**BR= bedroom** 

**CO= Carbon Monoxide** 

**CR= classroom** 

FB= fuel burning appliance

**FBF= fuel burning fireplace** 

FBFAF= fuel burning forced air furnace

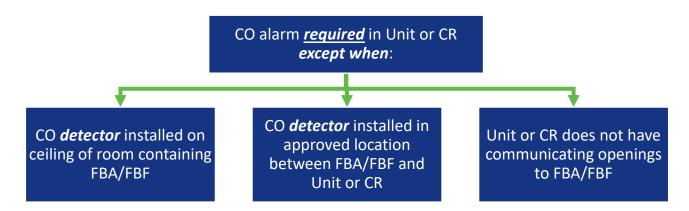
SA = sleeping area

# **Installation of CO Alarms/Detectors**



A guide for determining CO detection requirements based on CO sources and location

Unit or Classroom Located in Buildings Containing
Fuel Burning Appliance or Fireplace NOT in the Unit or Classroom



#### **DEFINITIONS**

- Carbon Monoxide Detection: can refer to either CO alarms or CO detection system.
- Carbon Monoxide Alarm: A single or multiple-station alarm intended to detect carbon monoxide gas and alert occupants by distinct audible signal. It incorporates a sensor, control components and an alarm notification appliance in a single unit. Carbon monoxide alarms shall be listed in accordance with UL 2034. Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection. Plug-in type carbon monoxide detectors/alarms should not be plugged into an outlet that can be turned off by a light switch or connected to a fixed power source by extension cords.
- Carbon Monoxide Detector: A device with an integral sensor to detect carbon monoxide gas and transmit an alarm signal to a connected alarm control unit.
- Communicating Opening: A pathway by which air can freely flow from one room to another room (i.e., transfer ducts and grilles, concealed spaces, interior hallways, pass-through windows, doors, or any other opening which allows air to be exchanged between a fuel-burning appliance or garage and a sleeping unit or dwelling unit).
- Fuel-Burning Appliance: Any appliance that burns combustible fuel. Examples include, but are not limited to:
  - Natural gas/propane/bottle gas/liquified petroleum fueled fireplace, cooking stove, heater, furnace, boiler, hot water heater, clothes dryer, or refrigeration units.
  - o Wood/pellet fueled fireplaces, cook stoves, hot waters, furnaces/heaters/boilers
  - o Petroleum-based fueled appliances (such as diesel, kerosene, oil) furnace, boiler, heater, hot water heater

**KEY** 

**BR= bedroom** 

**CO= carbon monoxide** 

**CR= classroom** 

FBA= fuel burning appliance

**FBF= fuel burning fireplace** 

FBFAF= fuel burning forced air furnace

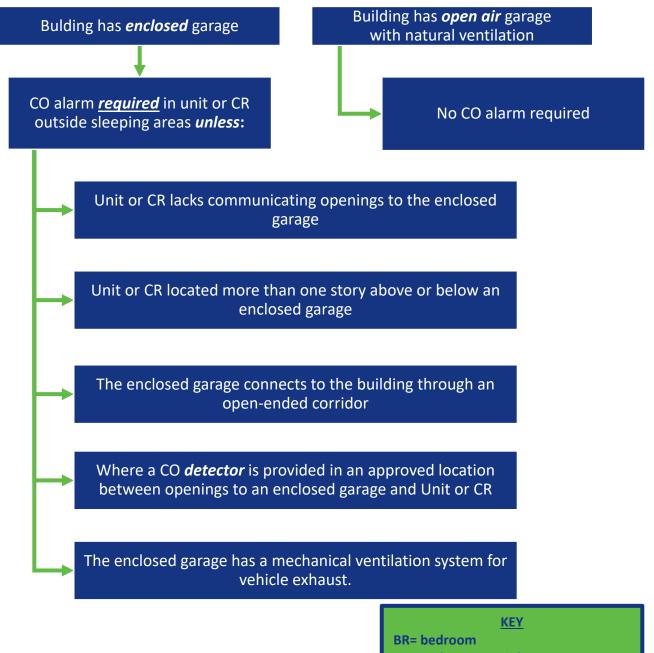
**SA= sleeping area** 

# Installation of CO Alarms/Detectors



A guide for determining CO detection requirements based on CO sources and location

# Unit or Classroom in Building with Attached Garage



**CO=** carbon monoxide

CR= classroom

**FB** = fuel burning appliance

**FBF** = fuel burning fireplace

FBFAF= fuel burning forced air furnace

# Installation of CO Alarms/Detectors



# **HOPWA Carbon Monoxide (CO) Detection HQS Inspection Addendum or Self-Certification of CO Detection Compliance**

36	II-CE	runcation of Co Detection	Date:
Tei	nant: ˌ		Landlord:
Un	it Ado	dress:	Landlord Address:
Un	it City	r:	Landlord City:
Ple	ase s	ee the third page of this docum	nent for a list of definitions.
A.	YES YES YES YES YES	NO -Is there a fuel-burning a NO -Is there a fuel-burning a bathroom? NO - Is there a fuel-burning a NO -Is the unit served by a fu NO -Is the unit attached to a	present in the above-described unit? (Circle answers below) appliance/fireplace located IN the unit? appliance/fireplace located IN a bedroom/sleeping room or attached appliance in or attached to the building in which the unit is located? uel-burning, forced-air furnace? a private garage, either directly, or by means of open or closed hallway, etc., or is located in a building with a private garage above or
В.	If the	e answer to <u>ALL</u> the above ques	stions is "NO" – CO detection <u>IS NOT</u> required: Complete Part D(1).
C. If the answer to <u>ANY</u> of the above questions is "YES" – CO detection <u>IS</u> required <u>IN</u> the unit <u>unit one of the approved exceptions outlined in Chapters 9 &amp; 11 of the <i>International Fire Code</i> (IFC Use the KHC Carbon Monoxide (CO) Device Decision Tree to help determine if exceptions a note that some exceptions apply only to the presence of CO <i>detectors</i> not CO alarms. List the of the fuel-burning appliance, fireplace, forced-air furnace, and/or private garage below the question 1.  Location(s) of fuel-burning appliance/fireplace/forced-air furnace/private garage:</u>		clined in Chapters 9 & 11 of the <i>International Fire Code</i> (IFC). <sup>1</sup> D) Device Decision Tree to help determine if exceptions apply. Please nly to the presence of CO <i>detectors</i> not CO alarms. List the location(s) place, forced-air furnace, and/or private garage below then complete	
	,	9 & $11$ of the IFC? (Circle answe	ed in Part A meet one of the approved exceptions outlined in Chapters or below) requirements: List the exception(s) that apply below and then complete
	1	<b>NO</b> – Go to question 2.	

<sup>&</sup>lt;sup>1</sup> Access chapters 9 and 11 of the IFC at <a href="https://codes.iccsafe.org/content/IFC2018">https://codes.iccsafe.org/content/IFC2018</a> or via links in the definitions on p. 3.





	2.	existing condition(s), in accordance with Cha	the unit or elsewhere in the building as required for the apters 9 & 11 of the International Fire Code (IFC)? (Circle
		answer below)  YES – Unit meets CO detection requirements  Location(s) of CO detection device(s):	s: Complete Part D(1).
		NO – Complete Part D(2).	
D.	Ba:	sed on my inspection and the above outlined to DOES meet Carbon Monoxide detection re	findings, this unit: equirements as outlined in Chapters 9 & 11 of the IFC.
	2.	□ <b>DOES NOT</b> meet Carbon Monoxide detect IFC.	cion requirements as outlined in Chapters 9 & 11 of the
		List where CO detection devices must be inst	talled in dwelling unit:
□ <b>I</b>	cer	FICATION(S) – Check all that apply: rtify that the observed required CO detection ng unit outside of each separate sleeping area  List where CO detection devices are located	
		tify that if there was a fuel-burning appliance served required CO detection device was insta	located within a bedroom, or its attached bathroom, that alled within the bedroom.
		Idition to the items above, my signature below ordance with UL2034.	certifies that all CO alarms observed or installed are listed
 Sig	natı	ure	Date
 Pri	nted	d Name	Title
Em	ail A	Address	Telephone





#### **Definitions:**

- Carbon Monoxide (CO): A simple molecule: one part carbon and one part oxygen. Carbon monoxide comes when carbon fuel—like wood, gasoline, coal, propane, natural gas, and heating oil—fails to burn completely (incomplete combustion). These energy sources aren't dangerous when you burn them in an open area with plenty of ventilation. But carbon monoxide is hazardous in confined spaces.
- Carbon Monoxide Detection: can refer to either CO alarms or CO detection systems. According to Chapter 9 of the IFC (new construction), CO detection can be provided by a CO alarm that complies with 915.4 or a CO detector that complies with 915.5. According to Chapter 11 of the IFC (existing structures), CO alarms shall be required, although a CO detector that complies with 915.5 is an acceptable alternative.
- Carbon Monoxide Alarm: A single or multiple-station alarm intended to detect carbon monoxide gas and alert occupants by distinct audible signal. It incorporates a sensor, control components and an alarm notification appliance in a single unit. Carbon monoxide alarms shall be listed in accordance with UL 2034. Carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection. Plug-in type carbon monoxide detectors/alarms should not be plugged into an outlet that can be turned off by a light switch or connected to a fixed power source by extension cords.
- **Carbon Monoxide Detector:** A device with an integral sensor to detect carbon monoxide gas and transmit an alarm signal to a connected alarm control unit.
- Chapter 9 of the International Fire Code (IFC): Describes CO detection requirements associated with dwelling and sleeping units in new construction. <a href="https://codes.iccsafe.org/content/IFC2018/chapter-9-fire-protection-and-life-safety-systems">https://codes.iccsafe.org/content/IFC2018/chapter-9-fire-protection-and-life-safety-systems</a>
- Chapter 11 of the International Fire Code (IFC): Describes CO detection requirements associated with dwelling and sleeping units in existing housing, in other words, NOT new construction. NOTE: Chapter 11 directs readers to refer to Chapter 9 for associated requirements. <a href="https://codes.iccsafe.org/content/IFC2018/chapter-11-construction-requirements-for-existing-buildings">https://codes.iccsafe.org/content/IFC2018/chapter-11-construction-requirements-for-existing-buildings</a>
- Communicating Opening: A pathway by which air can freely flow from one room to another room (i.e., transfer ducts and grilles, concealed spaces, interior hallways, pass-through windows, doors, or any other opening which allows air to be exchanged between a fuel-burning appliance or garage and a sleeping unit or dwelling unit).
- **Dwelling Unit:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation [can be a single-family home, a multi-unit apartment building, or an efficiency (zero-bedroom)].
- Sleeping Unit: A single unit that provides rooms or spaces for one or more persons, includes permanent provisions for sleeping and can include provisions for living, eating, and either sanitation or kitchen facilities but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units [can be a single room occupancy (SRO) or hotel/motel room].
- Fuel-Burning Appliance: Any appliance that burns combustible fuel. Examples include, but are not limited to:
  - Natural gas/propane/bottle gas/liquified petroleum fueled fireplace, cooking stove, heater, furnace, boiler, hot water heater, clothes dryer, or refrigeration units.
  - Wood/pellet fueled fireplaces, cook stoves, hot waters, furnaces/heaters/boilers
  - o Petroleum-based fueled appliances (such as diesel, kerosene, oil) furnace, boiler, heater, hot water heater.
- **Private Garage:** Means an enclosed or partially enclosed structure for the storage of one or more vehicles, in which structure, no business or service is conducted for profit or otherwise.
- **Properly Installed Carbon Monoxide Detection:** Defined as alarms and/or detectors being installed in accordance with Chapters 9 & 11 of the International Fire Code (IFC).