

# Oregon Housing Opportunities in Partnership (OHOP) Program

## Program Policies & Procedures

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### Oregon Health Authority

#### ***In Partnership with:***

Cascade AIDS Project

Cascadia Behavioral Health Care

Central Oregon Continuum of Care

City of Salem

Eugene/Springfield/Lane County Continuum of Care

Medford/Ashland/Jackson County Continuum of Care

Oregon Department of Corrections

Oregon Housing and Community Services

Rural Oregon Continuum of Care

Ryan White Part B case management providers

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# I: Introduction

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## *Overview*

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

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

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

- Comprehensive housing needs assessments and housing planning.
- Promotion of financial stability through general education and referral to employment or income related services
- Referral to community-based emergency housing and other housing resources, including Ryan White Program-funded emergency housing assistance
- Direct provision of:
  - assistance with eligible move-in deposits and fees
  - tenant based rental assistance through monthly rental and utility subsidy payments
  - Low Income Home Energy Assistance Program (LIHEAP) assistance through limited energy assistance payments
  - transitional services and tenant based rental assistance for individuals returning to the community following incarceration through the Oregon Statewide Supportive Community Reentry (OSSCR) project
  - Tenant based rental assistance and referral to mental health treatment services for individuals experiencing a barrier to stable housing due to a mental health diagnosis through the Oregon Housing & Behavioral Health Initiative (OHBHI).

Intensive housing case management services for individuals who were previously homeless at the time of OHOP enrollment.

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

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

Region 2- Central: Serves Lane County

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

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

### ***Partner Agencies***

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

Oregon Housing and Community Services is the state agency responsible for providing oversight to the local housing authorities, community action agencies, and other community level housing providers. OHCS has committed to provide access to additional leveraged housing resources through the Low-Income Home Energy Assistance Program (LIHEAP) and has been instrumental in assisting the program in successfully applying for and implementing Continuum of Care grant funds. The Oregon Department of Corrections provides critical pre-release counseling and support services and works directly with OHOP to transition PLWHA back to the community upon release. Cascade AIDS Project is the largest AIDS service organization in Oregon and a project sponsor of two OHA HUD grants providing housing services in the 5-county MSA. In addition, CAP leverages additional housing and supportive services, such as permanent housing placement, emergency housing, and rental assistance. Cascadia Behavioral Health is the largest mental health services provider in Oregon and a project sponsor of one OHA HUD grant, providing mental health services to eligible OHOP clients enrolled in CAP housing services. The City of Salem contracts with OHA to provide rental assistance to eligible HOME participants within the Salem/Keizer city boundary. Additionally, the OHOP program partners with local providers of the Continuum of Care and receives direct funding through these processes to deliver permanent supportive housing to homeless individuals with HIV/AIDS in those communities.

Finally, The Oregon Health Authority administers the HRSA, Ryan White Program Part B-funded HIV Case Management program in addition to OHOP. The Program contracts with local service organizations to deliver HIV Case Management and supportive services in 31 counties outside of the Portland MSA. The HIV Case Management Program serves approximately 1100 clients annually and administers many of the Ryan White Program Part B-funded supportive services available to OHOP clients. The OHOP program relies on HIV case managers to partner

in stabilizing clients, to provide support service assistance and to help develop strong ongoing communication between the Housing Coordinator, client and the HIV case manager. HIV case managers are responsible for developing a client case management care plan, which addresses psychosocial and health goals for the client. Many of these goals are important to assisting the client to be successful in the OHOP program, and therefore, the Housing Stability Plan may share many of the same goals. Effective communication between the HIV case manager and Housing Coordinator is important to the ongoing housing stability of the client.

### ***Basis for Policies and Procedures***

Because the OHOP program is funded through multiple grant sources, these policies and procedures are reflective of multiple overlapping federal, state, and local laws, regulations, and administrative guidance. These multiple resources are consulted specifically to develop program policy and procedure, and to address individual scenarios that are not clearly addressed in OHOP policy and procedure. OHOP policies and procedures are consistent with the following:

- HOPWA Statute (42 U.S.C. 12901) and HOPWA Regulations (24 CFR Part 574)
- Applicable HOPWA Performance Grant Agreements and their associated Super Notices of Funds Availability
- Homeless Emergency Assistance Rapid Transition to Housing Act (HEARTH)
- Supportive Housing Program Desk Guide
- HOME Tenant Based Rental Assistance Program Guidance/City of Salem Sub recipient Manual
- The State of Oregon Consolidated Plan for Housing and Community Development and its associated Annual Action Plans
- Applicable U.S. Department of Housing and Urban Development Community Planning and Development Guidance Federal, state, and local Fair Housing Laws
- Applicable Oregon Revised Statutes and Administrative Rules
- Applicable Oregon Health Authority Policies & Procedures
- Oregon Housing and Community Services Energy Assistance Programs Operation Manual

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

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

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

# II: Program Services Overview

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## ***General Program Services***

OHOP program clients receive the support of a Housing Coordinator, whose primary responsibilities are to assess initial eligibility, provide housing information and referrals to community-based housing resources, facilitate financial stabilization, coordinate housing planning activities with clients, enroll clients onto the program and conduct required certifications, provide assistance to clients in understanding and completing leases and housing applications, and serve as a liaison between the client and landlord in lease negotiations and in cases where there are disputes. The Housing Coordinator also serves as a partner with the client and HIV case manager to ensure access to care and treatment services.

## ***Deposit Assistance for Permanent Housing Placement***

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

## ***Long-term Rental Assistance***

The OHOP program provides ongoing monthly rental assistance for rental housing (including manufactured homes and manufactured home sites), apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of some long term residential treatment facilities if that facility utilizes a landlord/tenant lease agreement. Allowable rental housing may include affordable rental housing, as long as it is not project-based subsidized housing (e.g. public housing units in which the tenant pays a variable rent amount based on a percentage of the tenant's income and in which the subsidy is tied to the unit rather than transferable with the tenant if the tenant leaves the unit). Long-term Rental Assistance to clients is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including a utility allowance when applicable) in situations where clients have secured housing in the community with a private landlord, and where the lease/agreement is in the client's name.

## ***Financial Stabilization***

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

## ***Oregon Statewide Supportive Community Re-entry (OSSCR) Project***

The OHOP program provides comprehensive housing services to OHOP-eligible clients who are returning to their communities following release from incarceration. Clients are eligible for

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

### ***Oregon Housing and Behavioral Health Initiative (OHBHI) Project***

The OHOP program provides comprehensive housing and behavioral health services to eligible clients who are experiencing barriers to stable housing due to mental illness. Clients receiving OHBHI-funded services actively participate in mental health therapy and participate in the development and implementation of a behavioral health treatment plan that is monitored and supported by accompanying housing assistance.

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

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

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

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

### ***Low-income Home Energy Assistance Program (LIHEAP)***

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

# III: Program Eligibility & Referral

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## ***OHOP Program Eligibility***

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

1. The applicant resides in the OHOP service region.
2. The applicant has received a medical diagnosis of HIV or AIDS, as defined by the Centers for Disease Control (CDC).
3. The applicant is a citizen of the United States or legal immigrant.
4. The applicant is enrolled in Ryan White Program Part B-funded HIV Case Management (OSSCR clients referred directly by the Department of Corrections may be eligible for OHOP assistance prior to enrollment in Ryan White case management).
5. The applicant is homeless or at risk of homelessness.
6. The applicant household's income does not exceed 80 percent of the median family income for the county of residence, as determined by the Secretary of HUD on an annual basis. In calculating income, the OHOP program counts the income of all applicable household members.
7. The applicant has an on-going source(s) of monthly income/benefits sufficient to meet their daily living needs, including their adjusted rent obligation and utility payments.
8. If the applicant is under 18 years of age, the applicant must live as a family unit with the applicant's parents or legal guardians.

Eligibility criteria are preliminarily assessed through the OHOP Referral Packet completed by the applicant and submitted by the HIV Case Manager. The Housing Coordinator verifies eligibility criteria during an initial assessment and/or the certification process. When the Housing Coordinator is unable to obtain documentation that verifies eligibility, the applicant will be responsible for providing this documentation or will be deemed ineligible for program services.

## ***Conflict of Interest***

The OHOP program, as required by federal law, must assure that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Oregon Health Authority and who exercises or has exercised any functions or responsibilities with respect to the OHOP program will be eligible for OHOP assistance. Additionally, no person who may obtain a financial interest or benefit or have an interest in any contract, subcontract or agreement with the OHOP program, either for himself or herself or for those with whom he or she has family or business ties will be eligible for OHOP assistance during their tenure or for one year thereafter. The conflict of interest policy under the HOPWA regulations further stipulates that a conflict of interest exists for anyone in a position to participate in a decision making process or gain inside information about the OHOP program; such individuals will not be eligible for OHOP assistance.

## ***Referrals to OHOP***

Per *HIV Case Management and Supportive Service Program Service Definitions and Guidance*, referral to the OHOP program is required if: a person needs supplemental housing assistance

more than two weeks in any fiscal year or who exceeds \$1,000 in Ryan White Program Part B housing assistance funds in any fiscal year.

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

1. Complete a full HIV case management screening and assessment.
2. Determine whether client meets basic OHOP eligibility criteria. If you are uncertain about whether a referral is appropriate, consult with the OHOP Housing Coordinator.
3. Complete the OHOP Client Referral Packet by:
  - a. assisting the client to fill out the OHOP Client Referral Packet
  - b. filling out the fax cover sheet with additional client information requested
  - c. obtaining and including a signed OHA Authorization for Use & Disclosure of Information Form (note that the client must *both* sign the form and initial the boxes allowing specific exchange of HIV/AIDS, mental health, and substance abuse-related information (as appropriate).)
  - d. documenting the client's household income (pay stubs, SSI statements, etc) and current housing costs (copy of a lease or rental agreement, current utility bills, etc.).
  - e. obtaining a copy of the client identification and residency documents if available.
4. Fax the completed OHOP referral packet to your local OHOP Housing Coordinator. Incomplete referral packets will be denied and the case manager will be requested to complete the missing information and resend.
5. The OHOP Housing Coordinator will acknowledge receipt of the referral packet by email within five business days.
6. Within 15 business days the OHOP Housing Coordinator will conduct a brief assessment with the client to determine eligibility for OHOP services. If the Housing Coordinator is unable to reach the client within 30 days from the first attempt to conduct the assessment the referral will be closed. The outcome of the assessment will be communicated to the Case Manager. If a client requires OHOP program assistance and an OHOP program slot is not immediately available, the client will be placed on an OHOP program wait list (see wait list policy).

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

# IV: Initial Assessment

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A client is initially assessed for program eligibility within 15 days of receiving a completed OHOP Client Referral Packet. The assessment will include additional questions to determine client eligibility for available housing programs to meet the client's emergency, short-term, and/or ongoing housing needs. The Housing Coordinator will complete the Waitlist Eligibility/Ineligibility Notice to the referred client and provide additional resource information at the completion of the Initial Assessment. This information may include:

- a. Coordination with the client's HIV case manager to provide Ryan White Program-funded housing assistance
- b. Referral to emergency shelter or other emergency housing
- c. Referral to community-based transitional housing programs
- d. Referral to long-term affordable or permanent supportive housing programs like Section 8 or public housing
- e. Initiation of OHOP long-term rental assistance following Certification (or referral to the OHOP program wait list)

Housing Coordinators will follow-up with the client and case manager 2-4 weeks after the Initial Assessment to ensure understanding/follow through of referrals provided during the initial assessment process.

If necessary, the Housing Coordinator will prioritize assessment appointments for clients based on the living situation as identified in the referral packet. Clients who are homeless, in an uninhabitable housing situation, or accessing an emergency shelter receive the highest priority for an assessment appointment. To maintain the integrity of the program and assure that housing resources will be available for the maximum number of clients, it is imperative that the client and HIV case manager accurately identify the client's situation in the referral packet.

## ***Long Term Housing Assistance Wait List Policy***

The OHOP waiting list policy ensures that the people in the greatest need get housed first. Housing need is assessed by using the client's OHOP living situation assessment, as determined by the Housing Coordinator with input from the HIV case manager. All eligible persons will only be referred to the OHOP wait list as individuals if they are eligible for long-term assistance at the time of referral regardless of marriage or domestic partnership. Persons who are stably housed may not "hold" positions on the wait list in anticipation of life changes that could qualify them in the future. Final eligibility determinations will be made at the time of certification and applicants will not be required to provide documentation of citizenship or legal immigration status until that time. Placement on the OHOP waiting list will be determined by the OHOP Program. Clients will be moved from the waiting list to OHOP program service based on priority level and funding availability. Priority level will be determined first by the OHOP living situation assessment, by date referred to the OHOP program and whether the client qualifies for a specific program element (OSSCR, OHBHI, etc). OHOP living situation assessment levels are:

Level #2	Level #3	Level #4
<input type="checkbox"/> Formerly independent family or individual temporarily residing with family or friends – projected time allowed to stay > 30 days	<input type="checkbox"/> Formerly independent family or individual temporarily residing with family or friends but must leave within the next 30 days	<input type="checkbox"/> Homeless per HUD definition below
<input type="checkbox"/> Housing is in jeopardy due to projected financial strain (>30 days); needs assistance with rent/ utilities to maintain housing	<input type="checkbox"/> Housing is in jeopardy due to immediate projected financial strain (<30 days); needs assistance with housing costs to maintain or find new housing	
<input type="checkbox"/> Living in long-term (>1 mo.) transitional rental housing.	<input type="checkbox"/> Living in temporary (<1 mo.) transitional shelter	
<input type="checkbox"/> Client incarcerated (release date >3 mo.)	<input type="checkbox"/> Client incarcerated (release date <3 mo.)	
	<input type="checkbox"/> Eviction notice received (<30 days)	

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

Definition of Homelessness:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
  - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
  - (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- (2) Any individual or family who: Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks, *e.g.*, family, friends, and faith-based or other social networks, to obtain other permanent housing.

Documentation of homelessness must be verified by completing the Verification of Homelessness OHOP form.

A client residing in an RV may be considered homeless if the RV does NOT include hook-ups such as electricity, water and sewer. Housing Coordinators may update the client referral at any

time based on the client's current housing situation. If the Housing Coordinator determines that a client on the wait list no longer requires OHOP assistance or no longer qualifies for OHOP assistance, they may withdraw the client's referral to the wait list. In this situation the Housing Coordinator will inform the client by sending a Removal from Active Wait List Status notice to the client via USPS mail, with cc to HIV case manager. It is imperative that the Housing Coordinator consults with the HIV case manager prior to removing a client from the wait list. Additionally, clients committing documented Category 1 Violations while on the OHOP wait list will be removed if required documentation outlined under the Termination Practices policy is obtained.

When an OHOP slot is available, the applicant's HIV case manager will be contacted. The client may choose to pass up the slot issued and remain on the wait list when they are not ready to comply with specific funding/program requirements such as engagement in mental health services (OHBHI). However, once the slot is accepted the client must begin the certification process within 30 days (at a minimum, contact with the client must be made within 30 days) or the next applicant from the waiting list will be contacted and the first applicant will be removed from the wait list. If the client can provide documentation that they were unable to respond/begin the certification process within the 30 day requirement due to illness, hospitalization or other justifications indicating good cause they will remain on the wait list. If the client is removed and requires OHOP assistance at a future date, the HIV case manager may re-refer the client to the program, and the client will be placed on the wait list based on priority.

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

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

# V: Certification

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The Housing Coordinator will contact the client to set up the OHOP Certification appointment within 30 days of notice that the client has been issued an OHOP slot. Once the appointment has been determined, the Housing Coordinator will send the HIV case manager an appointment confirmation via telephone, fax or email. The certification appointment should be conducted in-person unless travel to meet the client in-person would cause undue delay in the process. In such cases, the certification appointment may be conducted by telephone, provided that the client has access to a fax machine (either directly or through their HIV case manager) in order to sign and submit required forms.

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

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

- a) Verify the client's current household composition.
- b) Verify client's annual income, and the income of all members of the client's household, to determine the total annual household income and program eligibility.
- c) Verify the client's U.S. citizenship or legal immigration status. Verification includes, but may not be limited to the following documentation:
  - Signed expired or current U.S. passport (unless stamped non-citizen national)
  - Certified birth certificate showing birth in the U.S.
  - Consular report of birth (of U.S. citizen) abroad or certification of birth.
  - Naturalization certificate (N-550 or N-570)
  - Certificate of citizenship (N-560 or N-561)
  - Bureau of Indian Affairs/Tribal identification card
  - U.S. military card, draft record or U.S. Armed Forces driver's license
  - Signed, unexpired foreign passport with U.S. Visa, with I-551 stamp
  - Permanent resident card with photograph (I-151) issued since 1997
  - Resident alien card (I-551) issued before 1997)
  - Alien registration receipt card with photograph (I-551) issued prior to June 1978)
- d) In addition to the client, all adult household members must provide proof of income, and complete and sign Income Affidavits when income verification is not applicable.
- e) If documentation is missing, the Housing Coordinator will give the client fifteen (15) days in which to deliver the documentation. If a follow-up appointment is necessary it will be scheduled at that time.
- f) Determine client strengths and barriers to find or maintain stable housing.

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

## ***Household Types***

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

### Eligible Person Living Alone

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

### Eligible Person Living in a Family Unit

Under federal HOPWA regulations, the definition for family is: “a household composed of two (2) or more related persons. Persons in a family may be related by ties of blood, marriage, or other legal sanctions. A person who is not a relative by blood, marriage, or other legal sanction may be considered a family member if they are important to the care and well-being of the eligible person with HIV/AIDS”; people who fit this definition generally meet one or more of the following criteria:

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

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

*a) Eligible persons may not rent from family members*

A client may not rent a property or room from a relative or family member and then request OHOP assistance as an individual. Rental assistance cannot be approved for a “unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family.”

*b) Surviving Family Members – Survivorship Assistance*

The term family also includes surviving member(s) of the client’s family who do not have an HIV/AIDS diagnosis, but were living with the client in a housing unit assisted under the OHOP program at the time of his or her death. However, such households may not receive continued assistance beyond 60 days from the date of the client’s death. The assistance can only be provided for the surviving family members who were identified during the OHOP Certification (or re-certification) process and who can prove residency in the unit prior to the death of the client (through listing in the lease/ rental agreement or other third-party verification). Family members who

join the household in the unit thereafter must pay their pro-rated share of the housing costs.

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

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

d) *Changes in Family Unit*

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

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

Eligible Person Living in a Roommate Relationship – Shared Housing

A roommate relationship is established for the purposes of sharing housing costs (mortgage, rent and/or utility bills) in exchange for a share of the space available in the living unit. When the applicant is an individual with a roommate(s), this is classified as shared housing. Clients living in group homes and other institutional settings are also classified as living in shared housing. Persons living in group homes or another institutional setting may qualify for OHOP assistance if rent is being charged for the unit and the unit is not subsidized by another program. Only the eligible person's income is counted when assessing income eligibility; however, rent and utilities must be prorated among roommates. All adult roommates must have verifiable proof of residency via the lease agreement in the OHOP-assisted unit.

- a) For example, if a client has two (2) roommates and is residing in a three (3) bedroom rental unit, the rental portion subject to assistance under the OHOP program would be one-third (1/3) of either the (a) actual asking rent (total rent requested by the landlord) and utilities or (b) the OHOP program’s rent standard for a three-bedroom apartment, whichever is the lesser amount.

- b) If one (1) or more persons in a roommate relationship are eligible for OHOP assistance, each must apply separately based on individual income and prorated housing costs.
- c) In the case where two (2) or more unrelated persons live together as roommates, the individual(s) not eligible for OHOP assistance will not receive any compensation as a result of the OHOP assistance awarded to the eligible person.

#### Household with a Live-in Aide

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

##### *a) Definition of a Live-in Aide*

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

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

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

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

##### *c) Proof of Live-in Aide Status*

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

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

### ***Declaration of Household Status***

A household consisting of an eligible person living in a housing unit with other persons must declare the nature of the relationship as either a family unit, roommates sharing housing or live-in-aide household at the time of initial Certification. Declarations will remain in effect unless a member of the household no longer resides in the unit. The status of household members shall also be reflected in any rental agreement. Any change in household status thereafter must be reported to the client's Housing Coordinator within 15 days, and ongoing OHOP assistance following the change in household status may be subject to OHOP program approval. Intentional misrepresentation of household status (a material fact used in making a determination as to the client's eligibility to receive services) is fraudulent and will result in termination.

### ***Verification of Household Income***

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

#### Annual household income that must be considered includes:

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

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

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;

6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD;
  - a. (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - b. (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - c. (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Public Housing Authority (PHA) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - d. (e) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment-training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24CFR5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
17. EARNED INCOME DISREGARD/SELF-SUFFICIENCY INCENTIVES FOR PERSONS WITH DISABILITIES. In addition to deductions mandated in 24 CFR 5.611(a), HUD requires disregard for income to previously unemployed persons with disabilities who have earned income as described in 24 CFR 5.617(a)(b)(c)(d).

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

Client income will be verified at least annually as part of the annual recertification process for long-term rental assistance for persons with consistent income; however, if during the year a client receiving long-term rental assistance experiences a change in cumulative household income of more or less than \$200 per month, the client must report such a change to the Housing Coordinator within fifteen (15) days of such a change. At that time, the Housing Coordinator will recalculate the client share of rent amount. When determining income Housing Coordinators will typically use the last three months of income to determine eligibility.

In situations where income is/becomes consistently unpredictable or erratic due to seasonal or part time work the Housing Coordinators will use the previous twelve months of income and annualize to determine the subsidy payment. It is the client's responsibility to budget appropriately to ensure resources are available to meet OHOP rent/utility commitments year round.

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

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

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

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

Earned Income Disregard does not qualify a HH for OHOP assistance. However, once a client has been determined to meet preliminary eligibility criteria, OHOP client households are eligible for earned income disregard if the family member who is a person with disabilities annual income increases as a result of:

1. employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; OR
2. increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; OR

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

Housing Coordinators must certify and maintain documentation of ongoing eligibility for earned income disregard in the client chart, including tracking of the months used within the allowable 48-month limit, and completion of the HUD Earned Income Disallowance Calculator.

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

Because the program requires that an applicant have an on-going source(s) of monthly income sufficient to meet their daily living needs, including their adjusted rent obligation and utility payments, the program will only accept applicants declaring zero income in limited cases. Applicants reporting zero income must complete the "Affidavit of Self-Disclosed Income" and attest that he or she will apply for benefits for which he or she is eligible (i.e. food stamps, SSDI, SSI) within 30 days of signing the affidavit. The client will be required to provide proof of application for disability benefits and/or other financial benefits at that time. This requirement for additional documentation should be noted in the client's Housing Stability Plan. Proof of application for required benefits may also come from the client's HIV case manager.

# VI: Client Housing Stability Plans

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## ***Goals of Housing Stability Plan***

The objectives of the OHOP program are to ensure that clients: (a) maintain housing stability; (b) avoid homelessness; (c) experience increased access to health care and HIV-related treatment and (d) establish ongoing permanent housing (e) address financial stabilization. The initial Housing Stability Plan established with the client and Housing Coordinator and is considered a “living document,” and may be updated, amended, or replaced when the client and Housing Coordinator agree that it is necessary or beneficial to assist the client in meeting the objectives of the OHOP program. It is the desired outcome that clients provided housing assistance with OHOP funds will experience improved access to health care and HIV-related treatment as a result of their own housing stability and effective coordination between the OHOP program and the Ryan White system of care and treatment.

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

## ***Issues and Barriers Relating to Housing Stability***

Housing Coordinators should be sensitive to, and attempt to proactively recognize, issues that could lead to or are causing a client’s housing instability. Housing Coordinators will work with clients, HIV case managers and the client’s mental health professionals, probation/parole (if applicable); to identify potential issues and barriers relating to individual client’s housing stability throughout the client’s participation in OHOP. HIV case managers perform in-depth psychosocial and nurse assessments, which include the development of a care plan related to the disease, mental health and/or substance abuse and the provision of such related care and treatment. They can provide the Housing Coordinator with information about client-related factors that may become a barrier to the client’s housing stability.

The Housing Stability Plan is intended to assist a client, not penalize them, but can result in a Program Violation if the client does not meet program policy expectations (with the exception of client identified goals such as the Moving Forward Plan). Therefore, every attempt will be made to assist the client to be successful in meeting the goals in their plan. An appropriate intervention to assist a client experiencing difficulty should include a case conference with the HIV case manager and mental health professional when appropriate.

## ***Examples of Issues or Barriers***

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

A client's poor credit, criminal history and/or mental health history may make it difficult for the client to obtain housing, but may also indicate past behaviors that, if repeated, may jeopardize housing stability. Similarly, a client's limited English proficiency and ability to read or write may make it difficult to obtain housing, benefits, or income. Housing Coordinators will utilize OHA interpretation and translation services to ensure clients receive information in the clients preferred language to minimize barriers accessing OHOP services.

### ***Case Management Coordination***

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

### ***Housing Stability Assessment & Planning***

During the certification appointment, the Housing Coordinator will conduct a housing stability assessment. The assessment is based upon information collected in the referral form and the certification form. This information assists the client and Housing Coordinator in the development of the client's Housing Stability Plan. The housing stability assessment includes five broad sets of information:

1. Benefits and Other Sources of Income
  - ✓ The Housing Coordinator reviews the client's current benefits and other income to ensure continued receipt and/or to review the status of pending applications.
2. Potential Barriers to Securing and Maintaining Stable Housing
  - ✓ The Housing Coordinator reviews the client's rental history. Did the client pay his or her rent on time each month? Were there any evictions where the landlord filed court papers? If so, was the tenant or client-based matter resolved and how? What steps are necessary to resolve open issues? Are there other legal issues, or criminal history issues present?
3. Housing Needs and Preferences Assessment
  - ✓ The Housing Coordinator assesses the client's basic housing needs based on the household size, and considers the client's preferences including preferred housing type, location, and proximity to services, pets or service animals.
4. Other Eligible Services
  - ✓ Applying for other services that the client may be eligible for, such as food stamps or other forms of rental assistance (such as Section 8)
  - ✓ Provide general education and referral to employment or income related services.

Where the assessment identifies specific needs and a barrier that may contribute to the client's housing instability, these are addressed through actionable items in the client Housing Stability Plan form. To complete the form, the Housing Coordinator will record specific activities meant to assist the client in meeting the OHOP program objectives, identification of the person(s) who is to complete each activity, a target date for completion of each activity, and (upon update) the date that each activity is completed or revised and the outcome of that completion or revision. The client and Housing Coordinator will agree on the initial client Housing Stability Plan and subsequent revisions.

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

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

- Application for and obtainment of other temporary or permanent rental assistance programs (such as Section 8 or HOME-TBA)
- Paying the full amount of the client's portion of the rent and/or utilities on time every month.
- Maintaining the client's rental unit in a safe and sanitary condition and in the condition in which it was initially rented to them, which excludes normal wear and tear.
- Avoiding behavior (their own or that of a household member or guest) that would disturb their neighbors' peaceful enjoyment of their own home (i.e. yelling, loud music or noise, violence, drug use, other illegal activity, damage to or theft of others' property, blocking or cluttering common areas or right-of-ways).

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

Examples could include:

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

For clients receiving long-term rental assistance, the Housing Coordinator will re-assess the client's housing stability at least annually as part of the recertification process, unless there has been a significant change or a client need has emerged that would require a review of the Housing Stability Plan. This review may occur by phone or during a visit with the client. Additionally, Housing Coordinators must review all Housing Stability Plans for all active clients at least quarterly. This includes updating client progress toward meeting stated goals, revising the Housing Stability Plan as necessary, and documenting client progress toward meeting stated goals in the case notes. At anytime the Housing Stability Plan is updated and signed by the client, a copy must be sent to the HIV case manager. A copy of the revised Housing Stability Plan will be kept in the client's HIV case management file and in the client's OHOP file.

***Moving Forward Client Plan:***

Clients will be provided the option to develop a Moving Forward Plan that would include client centered goals identified and carried out by the client focusing on client strategies for increasing housing stability, financial security and/or self sufficiency. The goals identified are a person's vision for what they'd like to achieve and the role of the housing coordinator is to help people break their goals down into realistic steps and to provide applicable referral/services to assist clients in attaining their goals. Thoughtful use of tools, such as Motivational Interviewing (MI) by housing coordinators can help guide the client planning process. Goal setting is a fluid process and setbacks are to be expected, so it is important that the housing coordinator and client continually assess the Moving Forward Plan and make adjustments accordingly. The Moving Forward Plan is considered a "living plan" and may be updated, amended or replaced when it is necessary or beneficial to the client.

The client should be adequately established in the home before introducing the Moving Forward Plan to ensure meaningful participation from the client. The Housing Coordinator will assess the client's readiness to discuss a Moving Forward Plan during the first quarter Housing Stability check-in time.

# VII: Deposit Assistance

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## ***Initial Deposit Assistance***

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

The total amount of deposit(s) may not exceed two times the normal monthly rent (contract rent value) and are generally allowable once per household/per year to current OHOP clients (this calculation does not include deposit necessary to obtain utilities or first or last month's rent). In addition, deposit assistance may be provided to clients if the deposit assistance is necessary to assist the client in accessing other subsidy assistance programs (i.e. Section 8, Shelter Plus Care, HOME).

Landlords must pay directly to the OHOP program the full refunded amount of any deposits paid by the OHOP program. Clients may not accept payment of refunded amounts of any deposits paid by the OHOP program and should, instead, instruct the landlord to pay such amounts directly to the OHOP program. Upon move-out or termination of OHOP assistance, Housing Coordinators will send a Move-Out Accounting Letter to the Landlord, reiterating their obligation to provide a move-out accounting and, if applicable, the return of deposit monies to the OHOP Program. The OHOP Program Assistant will conduct any follow-up necessary to assure repayment of funds to the program.

## ***Additional Deposit Assistance***

In general, clients who move from one OHOP-assisted unit to another will only receive additional move-in cost assistance when they can demonstrate that they are not leaving the subsidized unit damaged beyond what is considered normal wear and tear. When feasible, Housing Coordinators will conduct an exit inspection to assess the condition of the rental unit. Based on their findings, additional deposit assistance may be provided. Clients are responsible for providing adequate notice to landlords, making repairs to client-caused damage beyond normal wear and tear, and taking any other necessary steps prior to vacating a unit to ensure that the full deposit amount is returned.

Deposit assistance for clients moving from one OHOP-assisted unit to another is subject to the availability of the funds and is contingent on the approval of the Housing Coordinator. The OHOP program may assist with deposit assistance as necessary in the case of voluntary moves on a case by case basis.

## ***Return of deposits upon client transitions from OHOP***

When clients leave the OHOP program but remain in housing for which the OHOP program provided deposit assistance, the OHOP program does not require immediate repayment of

OHOP-paid deposit assistance. However, if the client leaves the housing at a future date, the full amount of any OHOP-paid deposit that is refunded by the landlord should be paid directly to the OHOP program, rather than to the client. Upon termination of OHOP assistance, Housing Coordinators will send Move-Out Accounting Letters to Landlords, reiterating their obligation for a move-out accounting and, if applicable, return of deposit monies to the OHOP Program. The OHOP Program Assistant will conduct any follow-up necessary to assure repayment of funds to the program.

### ***Request for Deposit Payment Assistance***

The Housing Coordinator will request deposit assistance payment by completing the OHOP Rental & Utility Assistance Request form and sending it by e-mail to the OHOP Financial Operations Analyst and copying the OHOP Program Assistant. The OHOP Rental & Utility Assistance Request form includes account set-up information for the client's landlord as well as information regarding the nature and amount of the requested payment. The Housing Coordinator should indicate that the request is for deposit assistance only.

# VIII: Long-term Rental Assistance

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The OHOP program provides ongoing monthly rental assistance for rental housing (including manufactured homes and manufactured home sites), apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of long-term residential treatment facilities if the treatment facility uses landlord/tenant lease agreements. Allowable rental housing may include affordable rental housing, as long as it is not project-based subsidized housing (e.g. public housing units in which the tenant pays a variable rent amount based on a percentage of the tenant's income and in which the subsidy is tied to the unit rather than transferable with the tenant if the tenant leaves the unit). However, the OHOP program can assist with housing units designated as "Affordable Housing." Long-term Rental Assistance to clients is limited to tenant-based rental assistance delivered as a monthly rent subsidy (including utility assistance) in situations where clients have secured housing in the community with a private landlord, and where the lease or rental agreement is in the client's name.

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

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

During the certification appointment, the Housing Coordinator must provide the client with a copy of the rental Housing Search Guidelines, which set forth in writing the list of criteria to be employed by the client when searching for suitable housing. Such guidelines will cover:

- a) **Permissible Unit Size(s):**  
The guidelines must set forth acceptable unit size(s) under the Occupancy Standard applicable to the client's household composition by setting out the required living areas and the minimum and maximum number of bedrooms that an acceptable unit may have.
- b) **Maximum Rent(s) Allowed:**  
The guidelines must set forth the maximum amounts of rent that a landlord may receive for the unit under the program rules. Such amount is based on the unit size(s) available to the client under the occupancy standard, the rent standard for such unit size and whether utilities are included or excluded.
- c) **Habitability Standards Checklist:**

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

### ***Housing Resource Identification***

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

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

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

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

### ***Housing Options***

The OHOP program provides tenant-based rental assistance towards suitable rental housing selected by the client, which includes households renting manufactured housing or space rental on which the household's manufactured home is located. Additionally, other suitable housing

includes apartments, single room occupancy (SRO or studio) units, shared housing, community residences and the rent portion of long-term residential treatment facilities if the facility utilizes a landlord/tenant lease agreement. Recreational vehicles are regarded as motorized vehicles and are not considered suitable rental housing.

In addition, a client may not rent a room or separate housing from a relative or family member and then request OHOP assistance as an individual. Rental assistance cannot be approved for a “unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family.”

***Occupancy Standard***

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

- The rental unit must have a living room (which may also be a sleeping area), a kitchen area, and a bathroom.
- The rental unit must have at least one bedroom or living/sleeping room for at least two persons, and be in accordance with the local Housing Authority occupancy standards. Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping area. Very young is defined as 12 years or less.
- In determining allowable unit size, a married couple or domestic partners will be limited to one bedroom when calculating minimum number of bedrooms.
- A live-in aide, approved by the OHOP program to reside in the unit to care for the client or a household member with a disability or elderly, must be counted in determining the household unit size.
- The unit size for a household comprised of a single person is limited to a zero or one-bedroom unit, unless an approved live-in aide resides with the person, unless the larger unit complies with the requirements of the 1 bedroom FMR for the area.
- A child who resides for at least 183 days/year with the subsidized family or is temporarily away from the home because of placement in foster care is considered a member of the family in determining household unit size. Documentation to verify this, such as court-approved custody agreement, parenting plans or filed tax returns, must be provided to the OHOP Housing Coordinator.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- The occupancy standard must be applied consistently for all families/households of like size and composition.

Occupancy Standard

<i>Number in Household</i>	Minimum and Maximum* Unit Size
1	0 to 1 Bedroom
2	1 to 2 Bedrooms
3	1 to 3 Bedrooms

4	2 to 4 Bedrooms
5	2 to 5 Bedrooms
6	2 to 6 Bedrooms
7	3 to 6 Bedrooms
8	3 to 6 Bedrooms
9	4 to 6 Bedrooms
10	4 to 6 Bedrooms

\* Note that the maximum unit size allowable depends on multiple factors, including the age and genders of children in the household. Each individual household may have a lower maximum unit size than that listed here. OHOP will follow guidance from the local housing authority when unit size is not clear from this guidance.

### ***Rent Standards***

Per federal guidelines OHOP housing assistance may not exceed the difference between the established rent standard or reasonable rent for the unit for the area of residence and the eligible person's share of the rent payment.

The rent standard for this program is based on the higher of the Fair Market Rent (FMR) published by HUD or the voucher payment standard established by the Local Housing Authority (LHA). Unlike some other federal housing programs, under no circumstances may HOPWA eligible OHOP household rent a unit above these established guidelines and pay the difference in costs (does not include SHP & HOME funded households). The OHOP Program will survey local housing authorities annually to obtain documentation of the FMR and voucher payment standards for each community in the OHOP service area. The maximum amount of assistance is the lower of; i) the rent standard for the unit size or; ii) the actual rent amount for the unit. The gross rent (contract rent plus the LHA-established utility allowance) for a unit occupied by an OHOP client may not exceed the OHOP program rent standard. HUD will publish FMR annually. Housing Coordinators will utilize current FMR information when calculating rent. The total rent being charged for a unit must be reasonable in relation to rents currently charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the property owner for comparable unassisted units. The rent standard for manufactured home sites is equal to 40% of the 2 bedroom FMR for the area.

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

a) Rent Standard Based on Unit Size:

The maximum rent standard is the lower of:

- i) the rent standard amount for the selected unit's size (assuming that such unit meets the Federal space requirements); or

- ii) the actual gross rent for the unit (the contract rent plus the LHA-established utility allowance)

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

An example: A single client living alone qualifies for a maximum unit size of 1BR, but finds a 2BR unit with a contract rent of \$250/month, and the 2BR utility allowance is \$50/month. The 1BR rent standard is \$325, with a 1BR utility allowance of \$30/month. Because the gross rent for the 2BR unit (\$300) is below the 1BR rent standard (\$355), the client may receive OHOP subsidy at the 2BR unit.

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

Federal regulations allow the OHOP program to allow up to 20% of assisted households within each grant to exceed the maximum rent standard by up to 10% of the rent standard. If a client household a) resides in a unit which meets all other program standards, but has a gross rent exceeding the maximum rent standard by up to 10% of the rent standard and seeks OHOP assistance for the unit, or b) seeks to move to a unit which meets all other program standards, but has a gross rent exceeding the maximum rent standard by up to 10% of the rent standard, the Housing Coordinator will submit an FMR Overage Request Form to the OHOP Program Coordinator who will determine whether it meets the following criteria for an overage approval:

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

If OHOP Program Management approves the overage request, it is then forwarded onto to the Financial Operations Analyst who approves the overage if there are less than 20% of assisted households on the grant who are receiving an overage. The Housing Coordinator then provides a copy of the client's OHOP Subsidy Calculation Worksheet to the OHOP Program Assistant. Overage authorizations must be kept in the client chart with the corresponding OHOP Subsidy Calculation Worksheet.

### ***Rent Reasonableness***

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

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

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

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

### ***Client Rent Portion***

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

- a) **Minimum Rent Share:**  
Each household must pay the higher of 30% of family's adjusted monthly income (adjustment factors include medical expenses, size of the household and child care expenses per U.S. HUD guidelines) or 10% of the family's monthly gross income.
- b) **Utility Allowance:**  
HUD Fair Market Rents, LHA voucher payment standards, and OHOP rent standards include a utility allowance. Utility allowances are determined by the LHA based on multiple factors, often including the type of building (single-family versus multifamily), utilities used, and weatherization of the unit. If OHOP recipients pay separately for utilities, a utility allowance must be credited against the client's share of the rent payment, as determined by the OHOP Subsidy Calculation Worksheet.

If the housing assistance payment exceeds the rent to the landlord, as determined by the OHOP Subsidy Calculation Worksheet, the OHOP program must pay the difference to the client's utilities based on the calculations. OHOP will pay the utility allowance directly to the utility supplier(s) on behalf of the client. OHOP will notify the client of the amount paid to the utility supplier on their behalf by mail.

### ***Calculation of Prorated Rent Amounts***

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

$$\frac{(\text{Full month's rent amount}) \times (\# \text{ of remaining days of the month})}{(30)} = \text{Daily prorate}$$

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

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

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

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

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

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

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

1. During the Certification appointment the Housing Coordinator will review the Housing Search Guidelines in detail with the client, which states that he or she may not move into a unit without approval from the Housing Coordinator. The client will also be reminded: (a) that any lease or rental agreement should be reviewed by the Housing Coordinator prior to the client entering into the agreement; (b) to find a suitable housing unit and receive move-in authorization within sixty (60) days; and (c) the limited circumstances in which an extension may be granted. This information is included in the Housing Search Guidelines, which the Housing Coordinator will review in detail and give to the client prior to the initiation of the housing search. The Housing Search Guidelines include:
  - a) a listing of client responsibilities during the housing search
  - b) rental unit size requirements
  - c) estimated maximum rental cost
  - d) habitability standards guidelines

The following materials may also be provided:

- e) blank copies of the OHOP Landlord Participation Agreement
  - f) listing of available properties (if requested by client; may include listings of rental properties from local classified advertisements, listings of subsidized rental properties, etc.)
2. When a client locates a housing unit, the client must make a preliminary determination that the unit is likely to meet program requirements, including rental unit size, cost, and habitability standards requirements. Clients then must consult the Housing Coordinator regarding this preliminary determination to ensure the unit will meet OHOP requirements.
  3. If a client, in communication and coordination with the HC, determines that a unit is likely to meet program requirements and an application to rent is required by the landlord, the client may apply to rent the unit. The OHOP program does not pay application fees, and if an application fee is required, clients are encouraged to seek positive confirmation that the unit will meet all program requirements and that the client will meet the landlord's rental criteria prior to applying and paying the application fee.
  4. If a landlord approves a client to rent a unit, the Housing Coordinator will:
    - a) confirm that the unit meets rent reasonableness, occupancy, and rent standards
    - b) complete a habitability standards inspection
    - c) obtain signed OHOP Landlord Participation Agreement
    - d) review a copy of the rental agreement or lease and obtain a copy of the signed document
    - e) complete a Rental and Utility Assistance Request form and submit the initial request for payment to the Financial Operations Analyst within five business days. The Housing Coordinator will also issue a Move-In Authorization Notice to

the client, outlining how much of the eligible move-in expenses and monthly rent the client will pay versus how much the OHOP program will pay.

Upon verification that the unit complies with program requirements, OHOP support will begin rental assistance as outlined in the Move-In Authorization Notice. At all points in the move-in process, the client, HIV case manager, and Housing Coordinator are strongly encouraged to maintain frequent contact to coordinate the housing search process.

If a client is already living in rental housing prior to beginning participation in the OHOP program and wishes to continue living in that unit, the Housing Coordinator must conduct the steps outlined above prior to beginning rental assistance at the existing unit.

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

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

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

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

### ***New Landlord Vendor Account Set-Up***

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

To initiate payment to the new landlord, the Housing Coordinator submits a Rental and Utility Assistance Request form with the most recent copy of the OHOP Subsidy Calculation Worksheet to the OHOP Program Assistant. The OHOP Program Assistant reviews the information for completeness and establishes a new vendor account for the payee and requests initial payment. OHOP payments to a landlord cannot be made prior to establishing a client account. In addition, the OHOP Program Assistant will enter the head of household in Service Point, as well as the grant type and any initial service transactions. The OHOP Program Assistant will then notify the Housing Coordinator of the Service Point ID number in order to complete data entry.

If the landlord/vendor has not previously been established as a vendor with the State of Oregon, the OHOP Program Assistant will ensure that the landlord completes the W-9 form, which is then submitted to the Department of Administrative Services to establish a vendor profile. A landlord's failure to complete the W9 may result in delay or denial of requested payments.

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

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

Generally, Housing Coordinators will request payments for the upcoming month no later than the 15<sup>th</sup> of the preceding month, using the program rent tracking sheets to submit the request. The OHOP Program Assistant will prepare the monthly requests and submit to Business Services for payment and are approved by OHOP Program Management. Payments requested in this manner should be received by the landlord on or before the first of each month.

If rent requests must be made at other times during the month, Housing Coordinators will notify the program assistant of the update, and provide an updated OHOP Subsidy Calculation Worksheet. If rush payment is required, Housing Coordinators should notify the OHOP Program Assistant in writing via email. Payments can be processed for receipt by the landlord in as little as two business days if required, though the program's standard practice will be to process payments for receipt by the landlord within five working days.

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

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

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

### ***New Utility Vendor Account Set-Up***

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

To initiate monthly utility allowance payments, the Housing Coordinator completes the Utility Payment Request section of the Rental and Utility Assistance Request Form and sends via email to the OHOP Program Assistant with the most current copy of the OHOP Subsidy Calculation Worksheet. The Financial Operations Analyst will be cc'd on this email. The OHOP Program Assistant establishes a new vendor account for the payee and requests initial payment.

If the landlord/vendor has not previously been established as a vendor with the State of Oregon, the OHOP Program Assistant will ensure that the landlord completes the W-9 form, which is then submitted to the Department of Administrative Services to establish a vendor profile. A landlord's failure to complete the W9 may result in delay or denial of requested payments.

### ***Ongoing Payments to Utility Vendor***

Unless otherwise specified by the Housing Coordinator, the OHOP Program Assistant will automatically process monthly payments to the utility company on an ongoing basis per the Move-in or Continuation Authorization Notice.

When a client's utility allowance payment amount changes or when utility allowance payments end due to changes in the client's income or participation in the program, the Housing Coordinator must notify the OHOP Program Assistant of the change by emailing an updated Rent and Utility Assistance Request with the most current copy of the OHOP Subsidy Calculation Worksheet form to the OHOP Program Assistant with a copy to the Financial Operations Analyst.

### ***Requests to Move***

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

needs, and the response to those needs (including a planned move to another unit) must be reflected in the client's Housing Stability Plan.

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

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

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

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

In the event that a client requests a request to move in response to a 30-day no-cause notice to end tenancy issued by the landlord, the Housing Coordinator may authorize the client to immediately commence a housing search.

#### Request to Move in Response to Other Notices Issued by Landlord

Requests to move requested by clients in response to other notices issued by landlords will be considered on a case-by-case basis. In general, requests to move in response to 30-day notices to end tenancy for cause, 72-hour eviction notices for non-payment of rent, and 24-hour eviction notices for outrageous or extreme behavior will not be granted. In these situations, Housing

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

#### Transfer to another OHOP Region

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

1. The client must inform the Housing Coordinator of their intent to move at least sixty (60) days in advance of the date upon which they wish to move.
2. The current Housing Coordinator will document the client's intent to move.
3. The current Housing Coordinator will contact the Housing Coordinator in the region the client wishes to move, to request the Housing Search Guidelines for that region. The current Housing Coordinator will fill out the date and send the applicable information to the client.
4. General housing search policies and timelines will apply during the housing search period. However, throughout the housing search period the Housing Coordinator in the region the client wishes to move will answer client and landlord questions related to the new unit.
5. Once a unit is secured the client will receive a Move-in Authorization Notice from the Housing Coordinator in the new region.
6. Once the client moves, the previous Housing Coordinator must transfer the complete client record to the new Housing Coordinator per program policy (see XVII: Client Records, Transferring Client Records Policy).
7. The previous Housing Coordinator will complete the "Client Relocation Checklist" and submit to the Financial Operations Analyst and OHOP Program Assistant for processing.
8. The new Housing Coordinator will complete the "Rental and Utility Assistance Request" and submit it with the current OHOP Subsidy Calculation Worksheet to the Financial Operations Analyst and OHOP Program Assistant for processing.

#### ***HOPWA Habitability Standards & Inspection***

All housing units supported by OHOP long-term rental assistance must meet federal HOPWA Habitability Standards (HHS). However, Housing Quality Standards (HQS) are required by HOME and SHP programs. Please consult those sections of this policy and procedure manual for more information. The OHOP program is responsible for conducting all inspections and must inspect the unit to be rented to a family/individual prior to authorizing OHOP assistance. In some circumstances the Housing Coordinator may take pictures of the vacant unit at the time of inspection. Pictures taken at the time of inspection may be used as verification of the units' state at the time of client move-in. Under no circumstances will pictures be taken of persons, property or identifying information. Any photos taken at the time of inspection will be kept in the client file along with the inspection report.

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

- a) **Structure and Materials:** The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents

- from hazards. If the unit is a manufactured home, it must rest upon a suitable permanent or non-permanent foundation.
- b) Access: The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
  - c) Space and Security: Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
  - d) Interior Air Quality: Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
  - e) Water Supply: The water supply must be free from contamination at levels that threaten the health of individuals. If the unit is a manufactured home, it must be connected to permanent utility hook-ups.
  - f) Thermal Environment: The housing must have adequate heating and/or cooling facilities in proper operating condition.
  - g) Illumination and Electricity: The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire. If the unit is a manufactured home, it must be connected to permanent utility hook-ups.
  - h) Food Preparation and Refuse Disposal: All food preparation areas must contain suitable space and equipment to store, prepare and serve food in a sanitary manner.
  - i) Sanitary Condition: The housing and any equipment must be maintained in sanitary condition.
  - j) Lead-based paint: If the structure was built prior to 1978, and there is a child under the age of six who will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: applicable surface on which paint is cracking, scaling, chipping, peeling or loose. If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Lead Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR Part 35. (Housing Coordinator must confirm that client has signed “Lead-Based Paint, A Threat To Your Children” form.)
  - k) Smoke detectors: The HOPWA program must comply with the Fire Administration Authorization Act of 1992 (P.L. 102-522). Smoke detectors must be installed in accordance with NFPA 74, or more stringent local policies as applicable. Existing

units must contain a single or multiple station smoke detectors; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

- 1) Carbon Monoxide Detectors: Effective July 1, 2010, pursuant to House Bill 3450, Oregon rental units containing a carbon monoxide-emitting device (i.e.: heater, fireplace, furnace, cooking source or appliance that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion) and/or an attached garage (with an opening that communicates directly with a living space) must contain one or more properly functioning carbon monoxide alarms at the time the tenant takes possession, unless the unit is all-electric and does not also have an attached garage.

The Housing Coordinator will consult with the local Housing Authority regarding any questions related to the health and safety of the inspected unit. Guidance provided by the Housing Authority will be noted in the case notes and unless otherwise determined by program management, will be followed.

### ***Housing Inspection***

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

If the Housing Coordinator is unable to conduct the Habitability Inspection due to scheduling challenges and the landlord must receive a commitment to secure the unit for the client, OHOP will use other leveraged funds (non-HUD) to pay the rental subsidy until the inspection passes. At the time the Housing Coordinator is able to conduct the Habitability Inspection (and it passes inspection) the program will then use HUD funds to subsidize the unit. At the time the unit passes the Habitability Inspection the Housing Coordinator must inform the OHOP Program Assistant via e-mail of the date the unit passed inspection. This written notification should be printed and placed in the client's file.

The property owner is responsible for curing all HHS violations found at the initial inspection. In the event that the unit fails inspection, a notification will be delivered to the client and landlord and a copy will be provided to the client's HIV case manager, along with any future correspondence necessary to remedy the issue(s). The notification informs the landlord that verification of repairs are sought no later than thirty (30) days from the date of the notice and that all reported violations need to be corrected by that date. Housing Coordinators may authorize an additional thirty (30) days in the event that the landlord progresses in rectifying the issues outlined in the inspection report. If after 60 days, the unit does not pass inspection the Housing

Coordinator will assist the client in beginning the moving processes or ending OHOP rental assistance.

#### Documentation of Compliance with Lead-Based Paint Standards

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

When conducting habitability standards inspections, Housing Coordinators must certify the year the structure was built and whether or not children under the age of six will reside in the structure on the housing habitability inspection form. If the actual year the structure was built is not known, the unit is determined to be built either before or after 1978.

The Housing Coordinator will furnish the client with a copy of the pamphlet “Protect Your Family From Lead In Your Home,” and the client will initial and sign the Signature Form certifying that the client received the pamphlet.

#### Client Request for Inspection

A client may request an inspection at any time through their Housing Coordinator if a client has a complaint about housing conditions. Clients must be instructed not to move out of a unit due to the landlord’s failure to make repairs without first having consulted with the Housing Coordinator. If conditions pose a safety risk to the client and his/her household, the Housing Coordinator will perform an inspection within five business days or as soon as feasible due to distance, weather or scheduling conflicts.

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

#### Landlord/Tenant Disputes

In the event that a landlord informs the Housing Coordinator of concerns or complaints regarding the client’s care and/or maintenance of the premises, the Housing Coordinator may conduct a complaint inspection if warranted to determine responsibility for repairs. At that time, the Housing Coordinator may also determine if the client’s ability to maintain the premises would benefit from more frequent home visits, a live-in aide or other home-based assistance and discuss such assistance recommendations with the HIV case manager. The Housing Coordinator, under no circumstances will involve themselves in legal inquiries, legal proceedings or provide legal advice to the client or the landlord in order to resolve a dispute. Any inquiry from legal representation will be referred to program management.

### OHOP Request for Inspection

At any time OHOP may conduct an inspection of the unit based on their own impressions or concerns and complaints from the landlord, neighbors, case manager, parole officer or other source with knowledge of the clients housing stability. However, a legal notice to enter the unit must be provided based on Oregon Landlord Tenant Laws.

### Exit Inspections to Facilitate Return of Deposits

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

- a. In order to facilitate the return of deposits made with OHOP funds, the Housing Coordinator should, when reasonable, perform an exit inspection as close to the move-out date as possible.
- b. If (a) the exit inspection determines that no damage beyond wear or tear has occurred or that repair of conditions are the responsibility of the landlord and (b) the client kept up with his or her portion of the rent, the client may request assistance with move-in cost assistance for a new housing unit if difficulties arise in collecting the deposit from the former landlord, whether paid by the client or the OHOP program.
- c. The housing Coordinator will mail a Move-Out Accounting-Deposit Refund Letter to the landlord, which includes a request for a move-out accounting and instructions for returning deposit monies.
- d. If after 30 days, the landlord has not either returned the deposit and/or submitted move-out accounting information the OHOP Program Assistant will send an additional letter to the landlord in another attempt to either collect the funds and/or receive information on why the deposit was not returned. If move out accounting detail is received a copy will be forwarded to the Housing Coordinator for their records.

# IX: Recertification

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Under federal regulations governing the OHOP program, any active client must be recertified for participation in OHOP within twelve months of the anniversary date of the previous certification. Recertification means making a determination that the client continues to meet the eligibility criteria for the OHOP program for income or household composition, and assessing progress on the Housing Stability Plan.

Federal regulations also require that housing units subsidized through long-term rental assistance be inspected on an annual basis to ensure compliance with the program's housing standards. As a result of the annual inspection process, the client may have to locate and move into a new unit if their current landlord is unable or unwilling to make necessary repairs or modifications to the unit.

## ***Timing of Client Notification of Recertification***

Housing inspections and paperwork required of third parties (landlords and HIV case managers) can take time. To ensure that clients are recertified as required under federal HOPWA regulations, the Housing Coordinator should commence recertification and the inspection process ninety (90) days prior to the annual deadline. The Housing Coordinator notifies the client and HIV case manager of the pending recertification and will set up a recertification appointment with the client.

## ***Outcome of Recertification Appointment***

Depending upon the outcome of the recertification appointment:

- a) The client may be recertified.
- b) The recertification application may be held, pending receipt of any outstanding items required to complete the application.
- c) The recertification may be temporarily waived (due to hospitalization).
- d) Termination of assistance may be initiated.

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

## ***Recertification Process***

The Housing Coordinator will complete the following during recertification:

- a) Verify the client's annual income and the income of all members of the client's household to determine the total annual household income and continuing program eligibility. If documentation is missing, the housing coordinator will give

- the client up to fifteen (15) days in which to deliver the documentation. If a follow-up appointment is necessary, it should be scheduled at that time.
- b) Review the allowable rent requested by the landlord (if known at that time), calculate OHOP's share of the rent, and make adjustment, if any, to the client's share based on verified adjusted monthly income.
  - c) Review with the client general program rules, including housing search and move-in procedures, if applicable, grievance process and explain the contents of each program form and notice.
  - d) Obtain an updated "Client Participation Agreement".
  - e) Obtain an updated "Authorization for Use & Disclose of Information".
  - f) Obtain updated "Signature Form" and provide client with all documents listed on Signature form.
  - g) Provide referrals to address financial stability when applicable.
  - h) Review and update the client's housing stability and (if applicable) moving forward plan.

An annual inspection of the supported housing unit must also occur during re-certification. This may or may not occur on the same day. Passing a housing inspection can take up to three months if the initial inspection identifies repairs that must be made by the landlord. The landlord must be given a reasonable period of time to make such repairs as outlined in these polices. In order to complete the recertification process the Housing Coordinator must complete the Recertification Form, mail the client a Continuation Authorization Notice documenting the amount of monthly OHOP rental subsidy as well as the client's portion of monthly rent, and complete the OHOP Recertification Checklist to ensure that all required documents are complete, have been copied to appropriate staff and are filed in the correct sections of the client's OHOP file.

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

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

- a) The Housing Coordinator will send the client a certified Diligent Search letter noting the failed contact attempts or client's failure to attend or reschedule an appointment; The letter will set a new contact appointment fifteen (15) days from the date of the letter and provide notice that assistance will be subject to termination if the client fails to meet with the Housing Coordinator. The HIV case manager will also receive a copy of the letter.
- b) Within the next fifteen (15) days, the following documented attempts at contact are to be made until contact is accomplished or methods of attempted contact below are exhausted:
  - i) Two phone contact attempts on separate days;
  - ii) The client's HIV case manager will be contacted to assist in locating the client;
  - iii) If feasible, the Housing Coordinator or HIV case manager will conduct a home visit.

- c) If the client does not contact the Housing Coordinator within fifteen (15) days of the letter, termination of OHOP will be initiated according to the procedures described under Termination Practices. Any request for assistance made after a case is closed will be considered a new application.
- d) All communications must be documented in the client's file, to include a case note documenting telephone contact attempts in CAREWare.

# X: Policies Specific to OSSCR

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

## ***Eligibility***

OSSCR-eligible clients must meet all general OHOP eligibility criteria, and additionally must be returning to the community following release from incarceration within the prior five years which acts as a barrier to their ability to obtain and retain stable housing. Eligibility is documented through referral by a state or local corrections agency by whom the client is currently incarcerated, through a criminal history background check, or other documentation provided by client (such as release paperwork).

## ***OSSCR Program Referrals, Certification, and Housing Planning***

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

When referrals are made in this manner, the Housing Coordinator will collaborate with the DOC or local criminal justice authority staff person to confirm client eligibility status. If allowed by DOC or the local criminal justice authority, initial client assessment interviews may be conducted prior to the incarcerated client's or prospective client's release. Referred inmates will be placed on the OHOP wait list as acuity "2" until the release date is 3 months or less, in which case their placement on the waitlist will be updated to an Acuity "3".

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

## ***Termination Practices***

The OHOP program recognizes that OSSCR-eligible individuals may be at higher risk of continued criminal activity, penalties (including incarceration) associated with non-compliance

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

# XI: Policies Specific to OHBHI

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

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

Clients who receive OHBHI project services through the OHOP program are generally subject to the same policies and procedures that apply to all OHOP clients. Minor exceptions to this standard should be noted regarding client eligibility, referral, certification, housing planning, and termination practices.

## ***Eligibility***

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

## ***OHBHI Program Referrals and Wait List Process***

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

1. During the OHOP initial assessment of the client situation, the Housing Coordinator will determine whether the client may qualify for OHBHI services based on mental health history.
2. If it is determined that the client be placed on the OHOP wait list, the Housing Coordinator will submit a wait list referral, with a presumptive qualification based on information received during the initial assessment. Verification of qualification for OHBHI can be pre-determined when the OHBHI Initial Assessment form is completed by a mental health provider and returned to the Housing Coordinator.

3. When an OHBHI eligible client is removed from the wait list, the OHOP program will send email notification to the Housing Coordinator and HIV Case Manager to commence with OHOP Certification.
4. The client must identify a local mental health provider with 30 days of leasing up, if no ongoing mental health provider is identified at the time of Certification or pre-verification was not completed during the client's time on the waitlist. It is expected that the Ryan White funded case manager will assist in this process.
5. The Housing Coordinator must obtain for the file the Mental Health Provider Eligibility Verification form, Mental Health Provider Participation Agreement and updated Release of Information allowing OHOP to contact the client's mental health provider prior to the approval of rental assistance. This applies to both clients new to mental health services and those continuing with a local mental health provider. This documentation must be kept in the OHOP client record.

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

The OHBHI mental health professional will provide the Housing Coordinator quarterly verification that the client is participating in mental health services. Quarterly verification will be documented using the Quarterly Check-In Form and included in the OHOP client record.

### ***Roles and Responsibilities***

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

#### **Housing Coordinator:**

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

#### **Mental Health Provider:**

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

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

2. The Mental Health Provider will receive a Release of Information from the client (provided by the Housing Coordinator) providing permission for the Mental Health Provider and Housing Coordinator to discuss the client case generally.
3. The Mental Health Provider must conduct an initial mental health assessment and completion of the Mental Health Provider Eligibility Verification form upon enrollment in the OHOP program verifying that the patient's mental health condition may act as a barrier to their ability to remain stably housed.
4. The Mental Health Provider understands that the Housing Coordinator will contact them quarterly to verify that the client continues mental health treatment services.
5. The Mental Health Provider should notify the client's Housing Coordinator of any concern regarding the client's ability to maintain housing independently.
6. The Mental Health Provider should notify the client's Housing Coordinator if the client discontinues mental health services.
7. The Mental Health Provider understands that if it is determined that mental health services are no longer necessary and/or treatment has ended successfully that the mental health provider will inform the Housing Coordinator. This decision will not affect the client's ability to continue receiving housing assistance from the OHOP program.
8. The Mental Health Provider understands that if additional services are recommended, the Housing Coordinator and/or HIV case manager can assist the client in accessing additional services (i.e. alcohol and drug treatment).
9. The Mental Health Provider must bill the client's primary insurance company for services rendered. Secondly, the Mental Health Provider must bill CAREAssist for the client's co pay (if the client is enrolled in CAREAssist).
10. The OHOP program will provide the Mental Health Provider notice in the event of client termination from the program.

#### HIV Case Manager:

In addition to the roles and responsibilities outlined in these policies as well as the duties outlined in the HIV Case Management Standards of Service, the HIV case manager will assist clients in identifying local mental health services when the client does not have a provider on file. Additionally, HIV Case Managers will participate in case conferences as outlined above for OHBHI eligible clients to assure that services to clients are provided in a cohesive, efficient way. The HIV case manager may be asked to share information related to client insurance type, mental health provider contacts, or other information necessary for the successful participation in the OHBHI program.

#### ***Termination Practices***

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

OHOP program management reserves the right to provide an exception to program termination policies on a case-by-case basis, particularly in situations where ongoing consultation with a

client's mental health provider indicates that the client continues to make progress in their individualized treatment plan.

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

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

## XII: Policies Specific to SHP

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The Supportive Housing Program (SHP) is funded through Housing and Urban Development as a service provider and partner of the Rural Oregon Continuum of Care and Central Oregon Continuum of Care. The Supportive Housing Program goals include: helping homeless clients obtain, and remain in permanent housing for at least 7 months and increasing skills and/or income. The condition of homelessness itself can be damaging to one's self-determination; achieving a greater sense of self-determination enables the participant to gain needed confidence to make the transition out of homelessness.

### *Eligibility*

SHP-eligible clients must meet all general OHOP eligibility criteria in addition to the following: <http://www.hudhre.info/index.cfm?do=viewShpDeskguide>

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

Central Oregon Continuum of Care: Clients must be Deschutes, Crook or Jefferson County residents referred to the program from a homeless living situation as defined by SHP guidelines (see above link and guidance found under Rural Oregon Continuum of Care below).

### Rural Oregon Continuum of Care:

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

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

- a letter from a local emergency shelter
- a letter from a transitional housing agency (individual must have been homeless prior to entering transitional housing).
- a letter from an outreach/social worker/case manager with experience working with the potential client, who can verify homeless status (client was living on the streets)
- a letter from a jail/prison staff verifying that the individual will be homeless at the time of release. Persons must have resided in jail/prison less than 90 days and has to have met the definition of homelessness prior to entering the institution.

### *Deposit Assistance*

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

### ***Rent Standards***

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

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

### ***Client Certification & Client Records***

In addition to the OHOP forms that must be completed and provided to all OHOP clients, Housing Coordinator must complete Service Point data entry requirements.

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

### ***HQS Inspections:***

Inspections must be completed annually using HUD, Housing Quality Standards (HQS) utilizing form HUD-52580 or 52580A.

### ***Housing Stability Plans***

In addition to the OHOP policy regarding housing stability planning and follow up SHP participants will receive frequent home visitation. Home visits should include, but are not limited to: review of the condition of the unit and compliance with the rental agreement, review and update of the client's stability plan, discussion of issues that may act as a barrier to stability, client centered problem solving and advocacy as necessary.

Rural Oregon Continuum of Care: Due to the large geographic area Housing Coordinators are covering throughout the State of Oregon, in-home visits must occur quarterly and can include visits by the Housing Coordinator, Care Coordinator/Psychosocial Case Manager or Medical Case Manager; or another provider working with the client to maintain housing stability and services. In-home visits should include, but are not limited to review and update of the client's stability plan.

### ***Termination Practices***

The OHOP program recognizes that SHP-eligible individuals may be at higher risk of continued challenges associated with their history of homelessness. While SHP project participants are subject to all OHOP termination policies, it is expected that the HIV case manager and Housing Coordinator work in close collaboration to avoid termination. OHOP program management reserves the right to provide an exception to program termination policies on a case-by-case basis.

# XIII: Policies Specific to HOME

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

The City of Salem Training Manual will be used as the main policy and procedure guide for the HOME program.

## ***Eligibility***

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

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

## ***Rent Standards***

The rent standard for this program is based on the HOME Rent Limits set by the City of Salem: <http://www.cityofsalem.net/Departments/UrbanDevelopment/FederalPrograms/Federal%20Program%20Forms/S1-01a-2012-IncomelimitsRents30jan12.pdf> .

Unlike HOPWA funded programs, no FMR overage is allowed. In rare situations OHOP may obtain approval for a client to pay over 30% of household's gross monthly income through a waiver approval from the City of Salem.

## ***Inspections:***

Inspections must be completed annually using HUD, Uniform Physical Condition Standards (UPCS) protocol.

# XIV: Policies Specific to Other Housing Partnerships

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The OHOP Program strives to collaborate and coordinate with local housing partners to efficiently and effectively leverage resources and increase housing opportunities for persons living with HIV/AIDS in Oregon. Although OHOP does not directly receive funding from these partners, OHOP clients receive the benefits these partners and OHOP provide together.

1. The Housing and Community Services Agency of Lane County (HACSA) sets aside Shelter Plus Care (SPC) vouchers for persons living with HIV/AIDS residing in Lane County who meet the homeless definition as described under *Eligibility*. Services provided by SPC must meet the following guidelines: <http://www.hudhre.info/index.cfm?do=viewUnderstandingSpcPolicy>
2. St. Vincent De Paul Society of Lane County (SVdP) sets aside 3 housing units for persons living with HIV/AIDS in the Donald L. Lamb Building (Lamb Building) located in Eugene as a part of their affordable housing program.

## ***Eligibility***

Clients must meet all general OHOP eligibility criteria in addition to the following:

HACSA SPC Vouchers: Clients must be Lane County residents referred to the program with income at or below 50% of Median Family Income for the area. Clients must also be living in one of the following situations at the time of placement to qualify:

- are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned or condemned buildings;
- are sleeping in emergency shelters.
- are persons who ordinarily sleep in one of the above places but are spending a short time (30 consecutive days or less) in a hospital or other institution.
- are graduating from transitional housing specifically for homeless persons;

SVdP Lamb Building Units: Clients must be Lane County residents referred to the program with income at or below 60% of Median Family Income for the area. Clients must be able to live in a secure building with close neighbors. Household composition is limited to no more than 3 and must also be living in one of the following situations at the time of placement to qualify:

- are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned or condemned buildings;
- are sleeping in emergency shelters.
- are persons who ordinarily sleep in one of the above places but are spending a short time (30 consecutive days or less) in a hospital or other institution.
- are graduating from transitional housing specifically for homeless persons;
- are being evicted within the week from private dwelling units and (1) no subsequent residences have been identified; and (2) they lack the resources and support networks needed to obtain access to housing;

- are persons being discharged within the week from institutions in which they have been residents for more than 30 consecutive days; and (1) no subsequent residences have been identified; and (2) they lack the resources and support networks needed to obtain access to housing.

### ***Utility Allowance***

For clients residing in the SVdP Lamb Building OHOP will provide a Utility Allowance based on current program policy. For clients receiving HACSA SPC assistance, the utility allowance will be payable by HACSA and mailed directly to the client. In some circumstances, clients may need utility deposit assistance, and this can be requested through the OHOP housing program.

### ***Client Certification & Client Records***

OHOP program staff must enter client level data into the Servicepoint system for all clients receiving assistance through HACSA SPC or SVdP assistance.

### ***Housing Stability Plans***

In addition to the OHOP policy regarding housing stability planning and follow up SPC and Lamb Building residents will receive frequent home visitation. Home visits should include, but are not limited to: review of the condition of the unit and compliance with the rental agreement, review and update of the client's stability plan, discussion of issues that may act as a barrier to stability, client centered problem solving and advocacy as necessary. In-home visits must occur monthly and can include visits by the Housing Coordinator, Care Coordinator/Psychosocial Case Manager or Medical Case Manager but must be documented in the client record.

### ***Deposit Assistance***

Clients residing in SVdP Lamb Building units will receive deposit assistance through SVdP. Clients in the Shelter Plus Care program may receive deposit assistance through OHOP as needed.

### ***Wait List Policy***

Clients qualifying for partner units will be either placed immediately or placed on the program wait list, and removed from the wait list per current program policy.

### ***Rent Standards***

The rent standard for this program is based on the Fair Market Rent published by HUD. The voucher payment standard established by the Local Housing Authority (LHA) may not be used. Lower rent standards may apply to very low income clients receiving HACSA SPC assistance.

### ***Request to Move***

Requests to move must be submitted per current program policy. Because partner units are provided to eligible clients but are not funded by the OHOP program the program cannot guarantee funds necessary to approve a move request submitted by clients residing in partner units. However, the program will prioritize these requests at a housing acuity level 3 and the original referral date for OHOP assistance.

# XV: Policies Specific to LIHEAP

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

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

<b>OHOP staff position</b>	<b>LIHEAP program role</b>
Housing Coordinator	Intake Worker
Program Assistant	Energy Assistance Coordinator, Authorizing Individual
Financial Operations Analyst	Fiscal Contact
Program Manager	Program Manager, OPUS Administrator

## ***OHCS Energy Assistance Programs Manual***

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

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

### ***OHOP Program LIHEAP policy and procedure exceptions***

**Client Eligibility:** LIHEAP assistance is available to low income persons living with HIV who are experiencing difficulty paying their energy bills. In addition, households with a credit applied to their utility account that exceeds \$350 for a single resident or \$500 for a multi person household will not qualify for LIHEAP assistance through the OHOP program.

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

Client Pre-screening and Intake: The Oregon Housing and Community Services, Energy Assistance Program Authorization Form must be used to document LIHEAP eligibility (completed in OPUS). All information must be completed on the form and faxed to the Program Assistant with the referral form, income and utility statement for authorization.

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

<b>OHOP document</b>	<b>LIHEAP document</b>
OHOP income verification documents (see Required Forms of Income Verification and Documentation of Expenses in Appendix B)	LIHEAP income verification documents
Affidavit of Self-Disclosed Income	Declaration of Personal Income

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

***Additional Differences in OHOP Policy versus LIHEAP Policy***

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

Earned Income Disregard:

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

Client Eligibility in Certain Institutional Housing Situations:

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

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

***Outreach to active clients***

The OHOP program will directly contact active OHOP clients when LIHEAP funds are available to determine their eligibility and need for LIHEAP assistance.

Non –OHOP, active case managed clients may also receive LIHEAP assistance if they qualify. The OHOP program will communicate directly with HIV case management agencies by

providing instructions on collecting the necessary information in order to submit a referral for LIHEAP assistance. Incomplete referrals received by OHOP will be immediately denied and returned to case managers. It is the responsibility of the client and/or the client's case manager to provide the requested information in order to process the referral.

### ***LIHEAP Approval and Payment***

The OHOP Program Assistant, Program Manager (backup) or Financial Operations Analyst (backup) will review LIHEAP requests on a daily basis and approve requests when they are complete and consistent with program requirements. Additionally, the OHOP Program Assistant will notify the energy provider of the requested LIHEAP payment, batch and process payment requests on a daily basis and provide the client with documentation of the requested LIHEAP payment (Refer to specific instructions in the Energy Assistance Programs Manual). All payments will be made directly to vendors and all records will be kept in the central office.

# XVI: Roles, Responsibilities & Rights

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## *OHOP Housing Coordinator Responsibilities*

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

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

- k) Assists the client in developing a Housing Stability Plan. Updates this Housing Stability Plan at least quarterly or as items are completed or revised.
- l) Provides general education and referral to help client obtain financial stability.
- m) Assists the client in developing a Housing Stability Plan. Updates the plan at least annually or as items are completed or revised.
- n) Conducts annual housing inspections for units subsidized through long-term rental assistance.
- o) Explains federal and local HOPWA regulations and rules to interested landlords, realtors and property owners.
- p) Investigates alleged incidents of program rule violation(s) and/or abuse by client or landlord.
- q) Maintains a client record and documents all work related to the client's status as an OHOP client, including interactions with others persons or agencies on behalf of the client and conducts follow-up and monitors progress in meeting housing stability goals. Enter client and financial information within 5 business days of receipt of complete information. This includes entry, exit, annual recert, or after being informed of the change in information (income, benefits, household members etc.). Provides documentation to the OHOP management staff for such reasons as a grievance hearing or termination of participation in the program in event of program rule violations.

### ***HIV Case Manager Responsibilities***

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

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

- a) Determine whether the client has a housing need as defined in the Ryan White Part B Program Policies, Services Definitions and Guidance document (a person who receives housing assistance more than 2 weeks [14 days] in any fiscal year or who exceeds \$1000 in Ryan White Program housing assistance funds in any fiscal year).

- b) Make referrals to the Housing Coordinator assigned to the service region confirming client HIV status and income level. This also includes assisting the client in submitting, and if necessary, completing the OHOP Referral Packet. Referral packets must be complete when submitted to the OHOP program. Incomplete referral packets will be sent back to the HIV Case Manager and will not be processed.
- c) Participate in case conferences with Housing Coordinators on shared clients.
- d) Contact the Housing Coordinator with any pertinent information and changes in client status that could affect their OHOP eligibility or situation related to their housing.
- e) Assist the client and Housing Coordinator in locating a suitable housing unit.
- f) Participate in annual OHOP recertification appointments with the client and Housing Coordinator if possible.
- g) Maintain copies of the current Housing Stability Plan in the client's HIV case management file. Assist in supporting the client in meeting plan goals.
- h) For clients who have been terminated from OHOP program because they did not meet the 60 day requirement to find suitable housing, assist the client to develop a Care Plan that includes specific actions the client will take to meet the OHOP program requirements prior to submitting another referral to the OHOP program.

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

### ***Client Responsibilities***

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

The OHOP program guidelines require that the client:

- a) Provide information, documentation and completed OHOP program forms within fifteen (15) business days from the date that such information or material is requested by the Housing Coordinator.
- b) Notify the Housing Coordinator of any changes in income of \$200, or more, or financial eligibility and household composition within fifteen (15) business days of the event. Such changes are:
  - A family member moves out of the assisted unit.
  - The client moves a family member into the unit.
  - An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- c) Maintain a current mailing address and phone number with the Housing Coordinator and HIV case manager at all times) Participate in the development of, commit to and

follow the Housing Stability Plan which shall be reviewed and revised by the client and Housing Coordinator quarterly, or more often as needed.

- d) Seek and apply for all other types of financial or housing assistance as identified within the Housing Stability Plan, which may be available in order to increase income or eliminate dependency on OHOP. When a client becomes eligible for other financial or housing assistance, the client must obtain this assistance provided that such assistance is consistent with the client's Housing Stability Plan and provided that obtaining such assistance would not require the client to move from the client's current community of residence (e.g. city, town, or county) if the client does not wish to do so. For example, clients are expected to transition from OHOP to the Housing Choice Voucher Program (Section 8) or to unit-based public housing assistance when such assistance is available to the client. Continuous demonstrated failure to accept other financial or housing assistance when it is available may result in termination from the OHOP program.
- d) Keep scheduled appointments with the Housing Coordinator or any other OHOP staff person.
- e) Advise the Housing Coordinator of any problems related to OHOP assistance and cooperate in resolving those problems. Provide accurate, comprehensive information regarding your housing situation at all times.
- f) Treat OHOP program staff with respect and courtesy at all times.
- g) Ask questions about any aspect of OHOP assistance not understood.
- h) Comply with all OHOP program regulations, rules and guidelines.

### ***Client Compliance with HIV Case Management***

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

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

### ***Additional Responsibilities for Clients Receiving Long-term Rental Assistance***

Clients receiving long-term rental assistance must:

- a) Locate a housing unit that is likely to pass a Habitability Standards Inspection within sixty (60) days of being enrolled in the OHOP program (this also applies if the client is relocating). Failure to locate such housing within the sixty (60) days allotted will

result in immediate issuance of a program termination notice unless an extension of time is approved due to extenuating circumstances.

- b) Acknowledge that (a) no rent payments will be made by the OHOP program towards a unit unless and until the program authorizes the commencement of assistance in writing (known as the “Move-In Authorization Notice”); (b) if the client gives money to a landlord to hold an apartment, pending a successful inspection and issuance of move-in authorization by the OHOP program, the client may lose that money if the unit fails inspection or is not approved by the program; and (c) the program will not be responsible for any rent (or deposits) incurred or accrued as a result of occupancy prior to the date of the Move-in Authorization Notice or verbally approval from the HC Authorizing Move in Approval.
- c) Pay the rent, as set forth in the Move-In Authorization and/or Continuation Authorization Notice, directly to the landlord by the due date set forth in the client’s rental agreement. Assume responsibility for paying the client portion of the rent directly to the landlord.
- d) All clients will receive a monthly utility allowance through OHOP (either directly paid to the utility company or indirectly through a decrease in the client portion of rent), but clients must assume responsibility for paying any remaining balance of essential utility bills directly to the utility company(s) by the due date set forth in the client’s bill.
- e) Pay any late fees, which result from late payments of the client’s portion of the rent.
- f) Maintain the housing unit in good condition as set forth in the rental agreement and assume financial responsibility for the repair of any damage to the premises, other than normal wear and tear, caused by the client or member or guest of his or her household;
- g) Promptly notify the client’s Housing Coordinator of any problems with the landlord, including failure to repair physical condition(s) in the unit which may be in violation of Habitability Standards
- h) Promptly notify the client’s Housing Coordinator of any changes in the amount of rent that the landlord charges for the unit.
- i) Maintain continuous residence in the assisted rental unit through the lease term.  
***Abandonment of an assisted unit, defined as a failure to reside on the assisted premises for a period exceeding thirty (30) days, except in cases where the client is hospitalized or placed into residential substance abuse or mental health treatment, will result in the immediate issuance of a termination notice.***
- j) Comply with all terms of the rent agreement;

- k) Request permission to move directly to your Housing Coordinator sixty (60) days in advance of a desired move date. ***Moving without program authorization will result in the immediate issuance of a termination notice and the client will be fully responsible for any and all rents or deposits incurred or owed towards the rental of the new unit.***
- l) Respect the rights, property, and privacy and/or confidentiality of others and their right to peaceful enjoyment of their rental premises.

### **Clients' Rights**

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

1. The right to be treated with respect and courtesy, within any physical setting which provides the highest degree of privacy possible.
2. The right to freedom from discrimination because of race, color, religion, gender, national origin, age, familial status, disability, sexual orientation, or any other arbitrary criteria.
3. The right to full access to information about the OHOP program, including policies and procedures and agency-specific rules and regulations upon request.
4. The right to know the names and titles of employees serving the client.
5. The right to be involved in and make decisions concerning options for the client's assistance, consistent with the client's eligibility status.
6. The right to refuse OHOP assistance.
7. The right to name an advocate to speak on the client's behalf, after a written authorization is presented to the OHOP program.
8. The right to inspect and receive an explanation of income determination calculations and other factors used to determine the actual amounts of direct assistance.
9. The right to confidentiality as established under state law. However, the client will be asked to acknowledge that the OHOP program is funded with federal Housing Opportunities for Persons with AIDS funds and that the client's participation in the program is based, in part, on the client's status and that while all participating agencies will adhere to all legal requirements to protect the client's confidentiality, the client's participation in the program may cause their HIV status to be inferred by others who become aware of the client's participation.
10. The right to prompt written notice of any action that is either adverse or favorable regarding the client's case.

11. The right to due process through initiation of grievances, suggestion of changes, and receipt of timely responses, without fear of reprisal.

### ***Landlord Responsibilities***

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

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

he or she is not entitled to any payments from the OHOP program after the departure of the client or death of the client (unless there are surviving family members within an approved grace period).

10. The Landlord must provide immediate access to the rental premises for inspection by the OHOP program upon departure or death of client to protect the program's interest in the security and/or deposits made on behalf of client.
11. The Landlord must return all security or deposits paid by the OHOP program to the OHOP program, not to the client, within the period prescribed by law, unless the Landlord has legal cause to withhold such deposits for payment of damages or other eligible expenses within the terms of the rental agreement or lease. In situations where deposits are withheld, a record of expenses will be provided to the OHOP program.
12. The Landlord must agree to promptly notify the OHOP program of: (a) any pending transfer of title in the rental property, which is subject to the lease and (b) the date upon which transfer of title occurred and the name and mailing address of the new property owner.
13. The Landlord must notify the OHOP program of a pending increase in contract rent on the same timeline that such notice is provided to the tenant under the lease or rental agreement. The Landlord acknowledges that such an increase in rent may affect the ability of the OHOP program to continue providing rental assistance to the tenant at that unit.
14. The Landlord understands that additional payments beyond the approved OHOP rent amount outlined in the rental agreement, may not be requested by the client or accepted by you.
15. The Landlord acknowledges that the OHOP program retains the right to offset program rent payments due the Landlord on units being assisted under the OHOP program by adjustments resulting from prior overpayments.
16. The Landlord acknowledges that all payments are contingent upon funding due to federal program appropriation and/or local reimbursement.
17. The Landlord acknowledges that all payments are contingent upon the client's continued eligibility for and participation in the OHOP program.
18. The Landlord acknowledges that the OHOP program reserves the right to verify information provided by the client or by the rental agency to assure compliance with program requirements. This includes, but is not limited to, other DHS programs, the Oregon Employment Department, including information regarding your reported wages and earnings or any compensation received through the Unemployment Insurance Center, the Oregon Department of Motor Vehicles, including your current address, and any other publicly-available sources of information."

# XVII: Client Confidentiality

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

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

## ***OHOP Program Requirements***

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

1. *No Disclosure of HIV/AIDS Status without Written Consent*  
Without expresses written consent of the client, the OHOP program, including Housing Coordinators may not disclose the client's HIV/AIDS status, nor that the client is eligible for program assistance because of the client's HIV/AIDS status. This information may only be disclosed to other service and housing agencies, landlords, and other parties if the client expressly consents to such disclosure in writing utilizing the OHOP Authorization for Use & Disclose of Information Form (DE2099). The client's expressed consent to disclose their HIV/AIDS status must specifically designate the person or agency to which disclosure may be made.
2. *Written Correspondence, Program Forms and Material Directed at Persons without Consent to Know Client's HIV/AIDS Status*  
All written correspondence, program forms or documents specifically concerning the client that are directed towards, or made available to, landlords, other agencies or third parties, who are not identified in a client's written consent, must avoid even inadvertent disclosure of the client's HIV/AIDS status. Therefore, such correspondence, forms or materials must not make reference to, for example, "Housing Opportunities for Persons with AIDS"; "HOPWA" or "housing program for persons with HIV/AIDS". Instead, such material will refer to the client as an applicant or participant in a federal housing program providing financial assistance towards the client's housing or as OHOP. If any third parties who are not identified in a client's written consent request information regarding program eligibility criteria (either generally or in relation to a specific client), OHOP program staff should first determine whether it is necessary to describe this

information (e.g. a landlord requires additional information regarding OHOP program eligibility requirements before making a determination regarding the landlord's willingness to work with the program). If it is not necessary to describe eligibility criteria, OHOP program staff shall not provide the information. If it is necessary to describe eligibility criteria, OHOP program staff shall do so in these general terms: The OHOP program serves clients with low or no income, who are homeless or at risk of becoming homeless, and who are living with specific health conditions.

### 3. *Secured Client Record Keeping and Storage*

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

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

### 4. *Email & Fax Communications*

No material which directly discloses a client's name and HIV/AIDS status, or indirectly by identifying the client as an OHOP or HOPWA applicant or client, will be transmitted by email unless the client expressly consents to such a transmission. A unique code may be used to transmit information such as the Unique Record Number generated from CAREWare.

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

### 5. *Agency Staff Affidavit: Client Confidentiality*

All OHOP program staff must review and sign annually a notice outlining their agreement to HST program confidentiality policy and comply with required employee training.

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

6. *Informing Clients of Confidentiality Rights*

At the time of OHOP Certification the Housing Coordinator will explain the client's rights to confidentiality, as well as, the need for prior written authorization to disclose client information.

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

OHOP, as a program of OHA requires that all clients receive the HIV Care and Treatment Program Information Sheet (DHS 8405) at the time of certification. The signed Signature Form copy will be maintained in the client file.

***Securing Client Consent to Disclose***

The client has a right to give consent freely and voluntarily. However, the client will be informed that OHOP assistance is contingent upon the client's consent to the disclosure of his or her HIV/AIDS status to the OHOP program. Furthermore, the client must be informed that OHOP assistance will be contingent upon his or her consent to the release and exchange of information between their Housing Coordinator, HIV case manager and if applicable, the OHBHI mental health professional.

***Confidentiality Requirements upon Client Death***

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

# XVIII: Policy Exception & Reasonable Accommodation Requests

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## *Equal Opportunity*

The Oregon Health Authority will comply with federal and local requirements for non-discrimination and equal opportunity. Within the population eligible for assistance under the OHOP program, discrimination on the grounds of race, color, religion, gender, national origin, age, familial status, sexual orientation, and disability is strictly prohibited. In particular, the OHOP program must comply with the applicable provisions of the Americans with Disabilities Act.

## *Requests for Reasonable Accommodation*

The OHOP program will provide reasonable accommodation to persons with disabilities. OHOP must make reasonable modifications in its policies, practices, and procedures in order to accommodate individuals with disabilities. However, modification is not required if it would create an undue financial or administrative burden or would alter the nature, services or operations of the Program.

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

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

- a) The term *disability* means one or more of the following:
  - i) A physical or mental impairment that substantially limits one or more of the major life activities of an individual
  - ii) A record of such impairment
  - iii) Being regarded as having such impairment.
  
- b) A physical or mental impairment “*substantially limits*” a person in one or more of the “*major life activities*” if it causes substantial difficulty in a person’s ability to:
  - See, hear, speak, or breathe
  - Learn, think, or read
  - Work, walk, or perform manual tasks
  - Care for him or her
  - Engage in some other “major life activity.”

- c) A *qualified individual with a disability*, with regard to services, means an individual with a disability who meets the essential eligibility requirements for the receipt of OHOP services or the participation in HOPWA funded programs or activities and does not pose a direct threat to the health and safety of him/her or others with or without:
  - i) Reasonable modifications to rules, policies, or practices
  - ii) The removal of architectural, communications, or transportation barriers
  - iii) The provision of auxiliary aids.
- d) The term *services* include any services, programs, activities and financial assistance funded by HOPWA grant funds.
- e) The term *auxiliary aids* include any auxiliary aids, benefits, or services provided by the OHOP program of the Oregon Health Authority.
- f) The term *direct threat* means a significant risk of substantial harm to the health or safety of others, as determined in an appropriate medical assessment, that cannot be eliminated or reduced to an acceptable level by a modification of policies, practices, or procedures, the removal of architectural, communications, or transportation barriers, or by the provision of auxiliary aids or services.
- g) Undue hardship means an action that would result in a fundamental alteration of OHOP services or present an undue financial and administrative burden.

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

If the modification requested is regarding OHOP program policies and procedures reflected in this Manual or otherwise, the Reasonable Accommodation Request must be directed to OHOP Program Management. In some cases the OHOP program may consult with the Fair Housing Council of Oregon to assure full compliance with fair housing laws.

*Reasonable modification* means:

- i) A reasonable modification of a policy, practice, or procedure to avoid discrimination on the basis of disability, unless that modification would fundamentally alter the nature of the service
- ii) A method of making a service accessible or usable to a qualified individual with a disability, unless that method would result in a fundamental alteration of the service or an undue financial and administrative burden. Depending on the circumstances, such methods may include:
  - a) Reassignment of service to accessible buildings or delivery of services at alternative sites;
  - b) Home visits
  - c) Alteration of office facilities;
  - d) Arrange for a third party payee to ensure that rent payments are made on time.

- e) Any other method that would result in making services readily accessible to and usable by qualified individuals with disabilities.
- iii) The provision of auxiliary aids for qualified individuals with disabilities, unless those aids would fundamentally alter the nature of the service or, where applicable, would constitute an undue financial and administrative burden. The following are examples of auxiliary aids:
  - a) Qualified interpreters or other effective methods of making aurally delivered materials available to qualified individuals with hearing impairments
  - b) Qualified readers, taped texts, or other effective methods of making visually delivered materials available to qualified individuals with visual impairments
  - c) Acquisition or modification of equipment or devices
  - d) Other similar services and actions

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

### ***Assessment of Request for Reasonable Accommodation***

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

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

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

*Additional Guidance:*

- a) The OHOP program will accept the judgment of an individual with a disability that a requested accommodation is: (i) appropriate for and related to his or her disability, (ii) necessary for an equal housing opportunity, and (iii) reasonable (see further guidance below for analysis of reasonableness). In determining whether reason for denial exists, the Program may obtain verification of the reasons advanced for the requested accommodation, and may also seek advice from qualified professionals.
- b) The factors which will be considered in determining whether a requested accommodation would create an undue financial and administrative burden on the OHOP program are: (i) the nature of the accommodation; (ii) the cost of the accommodation; (iii) the Program's financial and administrative resources; (iv) the size of the housing program; (v) the type of unit or facilities involved; and (vi) the possibility of recouping costs from another source.
- c) In determining whether a requested accommodation would cause an alteration in the nature of the housing program, the OHOP program will consider whether the accommodation sought would require it to conduct activities which extend beyond the scope of its primary purpose, i.e. to provide tenant-based rental subsidies to low income persons with HIV/AIDS and to assure that residents comply with their lease obligations, and the practical components necessary to achieve that purpose. For example, a client's request for the OHOP program to provide child care, nursing services or other services not directly related to rental assistance would constitute a fundamental change in the nature of the program provided. If granting the requested accommodation would constitute a fundamental alteration in the housing program, the OHOP program will deny the request.
- d) The determination of whether a requested accommodation constitutes an undue financial and administrative burden or a fundamental alteration in the housing program will be made on an individual case basis, taking into consideration the circumstances and resources available at the time of the decision. The fact that granting an accommodation for one person could set a precedent that other requesters might follow will not constitute a sufficient basis for determining that a particular accommodation constitutes an undue financial and administrative burden or fundamental alteration in the program.
- e) If granting a requested accommodation would create an undue financial and administrative burden, the Program will comply with the request to the extent it can do so without undergoing undue burden(s).

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

need of the disabled person, the individual may select the option, which is most convenient and acceptable.

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

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

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

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

The laws protect an individual who is not currently using drugs but has a history of illegal drug use. The exclusion from protection based on current illegal use of drugs applies to a person whose illegal use of drugs occurred recently enough to justify a reasonable belief that the person's use is current. If such a reasonable belief exists, the OHOP program may terminate a tenancy or deny the applicant admission even if the

person is an individual with a disability. Therefore, the OHOP program must make a reasonable judgment, based on the specific facts relating to the individual, which determines whether he or she is excluded from protection because of current illegal use of drugs. If a person has a history of illegal drug use, is not currently using illegal drugs, and has either successfully completed a drug rehabilitation program or is participating in a drug treatment program or self-help group or has otherwise been rehabilitated successfully, then it is clear that he or she is not a current illegal drug user.

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

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

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

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

The client or HIV case manager must notify their Housing Coordinator within forty-eight (48) hours of being admitted to the residential facility in order to preserve approval of an extended absence from their assisted housing unit. The client must also consent to exchange information between the client's HIV case manager, Housing Coordinator and residential treatment program in order to protect the client's continued housing assistance. In addition, the client or HIV case manager must submit the Request for Reasonable Accommodation within fifteen (15) days of the client's absence from the assisted housing unit.

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

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

### ***Landlords and Fair Housing***

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

A Housing Coordinator can advocate for reasonable accommodation if warranted. If efforts to ensure reasonable accommodation by the landlord become futile, the Housing Coordinator must consult with OHOP Program Management, who in turn will consult with the Fair Housing Council of Oregon. If it is determined that there is no remedy to the situation, the Housing Coordinator can assist the client in relocating while the client pursues legal recourse against the landlord. The OHOP program may refer the client for legal assistance if evicted, or threatened with eviction by the landlord; and notify the Fair Housing Council of Oregon of landlords who demonstrate discriminatory practices. The OHOP program will not provide legal advice to the client or participate in legal proceedings unless directed by the court to do so.

### ***General Policy Exception Requests***

The OHOP Program will accept policy exception requests from any active client and reserves the right to utilize the process outlined in this section to document and consider all requests regardless of whether the client is disabled as defined above. Policy requests may be made on a case by case basis and will be dependent upon whether the exception increases or impacts housing stability or client self sufficiency.

# **XIX: Termination Practices**

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Participants who receive OHOP housing assistance may be terminated if the participant violates program requirements and/or conditions of occupancy. Clients committing Category 1 violations while on the OHOP wait list may be removed. Additionally, termination will occur at any time the OHOP client becomes ineligible for the OHOP program as described in the Program Eligibility and Referral section.

## ***Category I Violation***

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

- a) Fraud, bribery or any other corrupt or criminal acts in connection with any federal housing program. Such acts include failure by false statement, misrepresentation, impersonation, or other fraudulent means to disclose a material fact used in making a determination as to the client's eligibility to receive services.
- b) Abandonment of the unit, which includes moving into a new apartment unit without program authorization.
- c) Commission by client, any member of the household, guests or any person under the client's control of any violent or drug related criminal activity on the premises of the assisted unit that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- d) Extreme or excessive damage caused to the OHOP-assisted unit by the client, a client's guest, or a member of his or her household. Extreme or excessive damage is characterized by deliberate destruction of property including vandalism, arson, and breaking or soiling fixtures, floors, walls, windows, doors, or appliances.
- e) Behavior which constitutes a legitimate threat of violence to others.

## ***Category II Violation***

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

- a) Failure to locate suitable housing within required time or failure to actively apply for and/or accept long-term stable housing assistance from other sources (i.e. Section 8).
- b) Failure to notify the Housing Coordinator of a change in income within fifteen (15) days of the event.
- c) Failure to notify the Housing Coordinator of any changes in circumstances in order to obtain or continue to receive benefits within fifteen (15) days of the event.

- d) Failure to cooperate in submitting required documentation/information within fifteen (15) days of program's request.
- e) Failure to reside on the assisted premises, except in authorized cases where the client is hospitalized or placed into residential substance abuse or mental health treatment.
- f) Failure to maintain regular contact with the OHOP program.
- g) Failure to participate in Housing Stability Planning.
- h) Failure to attend OHOP provider appointments, except in the case of illness or other extenuating circumstances.
- i) Moderate damage to the OHOP-assisted unit caused by the client, client's guest, or member of his or her household (i.e. not normal wear and tear).
- j) Failure to make timely payment of the client's required portion of rent.

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

### ***Required Category I Violation Documentation***

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

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

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

- i) Note: The landlord's word alone may not constitute enough evidence of a Category I program violation (except in the case of apartment abandonment or unauthorized moves). When using a witness such as the landlord to terminate assistance, the provider should include additional witnesses and documentation.
  - ii) If allegations of criminal/drug-related activity are involved, the Housing Coordinator must be aware that PLWH/As often require intravenous treatments and medications taken by syringe. A non-medical person may mistake medical supplies required by PLWH/A as illegal drug paraphernalia.
- f) Any other relevant documentation that substantiates a Category I violation.

Upon thorough documentation of the violation(s), the Housing Coordinator will forward a recommendation for termination to OHOP program management, along with a copy of the applicable evidence. At their sole discretion, OHOP program management will make a determination whether to terminate based on the documentation provided. Upon making a determination to terminate, the OHOP program will issue the Notice of Termination directly to the client, with a copy to the HIV case management provider.

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

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

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

The program violation must be documented in the client's case notes in detail. Independent documentation, where applicable, should also be secured (i.e. documentation by landlord that the client has not been paying his/her required portion of the rent).

All efforts to resolve the matter with the client also will be documented in the client's case file. Documentation of efforts will include records of verbal interactions with client about the violation, documentation of diligent search for the client, copies of written warnings, including the warning of the possibility of termination, and other material as may be relevant. Documentation in the client's file of the client's efforts to make corrective action, or lack thereof should also be included.

Repeated violation of program rules or obligations undermines the functioning of the program and constitutes abuse of the program by the client. **The client's assistance may be terminated upon three documented incidents of unresolved program violations or due to persistent violations regardless of resolution.**

Because the decision to terminate OHOP housing assistance is a consequence of a client's violation of OHOP program rules, a client may remain in the rental unit after the termination of OHOP assistance, consistent with the lease/rental agreement between the landlord and tenant.

## ***Termination Notices***

All termination notices must be in writing, comply with ORS 183, and must contain the following elements:

1. The notice must inform the client that his or her assistance under the OHOP program is being terminated, the effective date of termination and a statement that the OHOP program will provide thirty (30) additional days of rental assistance in addition to the current month, if the client remains in his/her currently assisted rental unit. This time is provided to allow the client to exercise their hearing rights per ORS 183 and/or submit grievance. If the client no longer resides in the currently assisted rental unit (e.g. the client has abandoned the unit, moved without authorization or has been evicted concurrent to the OHOP program termination), the OHOP program will provide no additional rental assistance at the client's new residence.
2. The notice must specify that a grievance may be initiated with the OHOP program within thirty (30) business days of the date of the termination notice. A hearing may also be requested during this time.
3. The notice will provide a detailed explanation of the reason for termination. The explanation must include the reason for termination, i.e. the incident(s) which led to the decision to terminate, the time and date of the incident(s) and the type of supporting evidence the landlord or provider has with regard to the incident(s) (witnesses, case file documentation, police/incident report, etc.).
4. The notice will include a copy of the grievance policy and a statement informing the client of their hearing rights.
5. The notice will clearly state the deadline for submitting a grievance/hearing request.
6. The notice will state that the client has the right to review his/her file, as well as any documentation supporting the provider's decision to terminate the client's OHOP assistance.
7. The notice must be faxed to the client's HIV case manager and sent by first class and certified mail to the client, return receipt requested.

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

Any client terminated from the OHOP program will not be eligible for referral to the OHOP program for a period of six (6) months following the date of the client's termination. Clients who are terminated for failure to find housing within the 60-day housing search period are exempt from the 6-month exclusion period and may be referred to the program following removal from the wait list conditional upon meeting policy and procedures outlined in this document. Clients terminated for a Category I Violation involving documented fraud, violent crime or the manufacturing of Methamphetamine will not be eligible for referral at any time. At any point following the six-month exclusionary period, the client may be referred to the OHOP program under the following procedure:

1. The client's HIV case manager must reassess the client's living situation acuity.

2. The client's HIV case manager must refer the client to the OHOP program by faxing a new referral packet to the local Housing Coordinator.
3. In addition to the new program referral packet, the client must submit a written statement explaining the situation that gave rise to the client's termination from the program, the steps that the client has taken since termination to address any individual behaviors giving rise to the termination, and the client's current plan to secure and maintain stable housing. The client's HIV case manager, parole/probation, mental health or substance abuse treatment provider may assist the client in developing the written statement and may provide additional documentation supporting information provided in the statement.
4. If, at the sole discretion of OHOP Program Management, the client statement and supporting documentation indicate that the client is likely to be successful in securing and maintaining stable housing through the OHOP program, the client will be added to the OHOP wait list. In some cases the OHOP program may require the applicant to take additional steps while on the wait list to ensure housing stability and increase the likelihood of successful participation in the program.
5. If OHOP Program Management concludes that the client statement and supporting documentation does not adequately address or document resolution to the issue(s) that led to the client's previous termination or that the OHOP program is not able to meet the client's housing stability needs, the client will be notified by the Housing Coordinator of wait list denial. Notice of the decision will include a copy of the OHOP grievance policy and grievance form.

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

### ***Summary of End of Participation Policies and Procedures***

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

**Summary of OHOP End of Participation Policies and Procedures**

<b>REASON FOR END OF PARTICIPATION</b>	<b>Case manager withdrawal of client from OHOP wait list</b>	<b>Unable to certify client within 30-days of removal from wait list</b>	<b>Expiration of client 60-day housing search period</b>	<b>Client voluntary withdrawal</b>	<b>Client transfer to other assistance (e.g. Section 8, HOME)</b>	<b>Client no longer meets eligibility criteria</b>	<b>Termination for Category I or II Program Violations</b>
<b>REQUIRED DOCUMENTATION</b>	Written notice from case manager	Diligent search for client	“Notice of Expiration of Housing Search Period” form mailed to client	Written notice from client (best) or documentation of verbal request to Housing Coordinator	Written notice of client eligibility for and availability of other assistance (best) or documentation of verbal confirmation from other assistance program	Recertification documents	See termination policies
<b>REQUIRED NOTIFICATION</b>	Case manager must notify client.	Case manager must notify client	“Notice of Expiration of Housing Search Period” form mailed to client by Housing Coordinator	Letter mailed to client from Housing Coordinator	Termination notice for client transfer mailed to client from Housing Coordinator	Termination notice	Termination notice
<b>EFFECTIVE DATE OF END OF ASSISTANCE</b>	N/A	N/A	End date of 60-day housing search period	Determined by client notice	Effective date of beginning of other assistance	(30) additional days of rental assistance in addition to the current month (60 days if notice due to death of client with surviving family members)	(30) additional days of rental assistance in addition to the current month (except due to abandonment)
<b>CLIENT ELIGIBILITY FOR FUTURE RETURN TO OHOP</b>	Eligible for referral at any future date	Eligible for referral at any future date	Conditionally eligible for referral at any future date (see policy)	Eligible for referral at any future date	Eligible for referral at any future date	Eligible for referral at any future date	Conditionally eligible for referral following 6-month exclusion period (unless terminated for violent crime, fraud, or meth manufacturing and are not eligible for re-referral to the program at any time)

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

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

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

If a landlord chooses to initiate eviction proceedings, this must occur without involvement from the OHOP program. The role of the Housing Coordinator, as an advocate, precludes any involvement with eviction proceedings initiated by the landlord; however, it is the responsibility of the Housing Coordinator to proceed with deposit return procedures during the eviction process. If the deposit included last month's rent, the Housing Coordinator would not request rent for that month.

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

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

### ***Termination Resulting in Client Death***

OHOP rental assistance terminates immediately upon the death of the client, unless survived by member(s) of the family or an approved caregiver who were listed on the OHOP application and residing with the client in the assisted unit at the time of his or her death. Surviving family members are afforded a grace period of rental assistance up to 60 days. Caregivers are afforded a grace period through the end of the last month paid on behalf of the client. Assistance terminates upon the exhaustion of the grace period unless the household becomes OHOP eligible prior to expiration of the grace period.

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

# XX: Concerns/Complaints, Grievance & Hearing Rights

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## *Concerns and Complaints Process*

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

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

1. If possible, the person making the complaint should speak to their Housing Coordinator first. Concerns and complaints regarding OHOP policy issues should be directed to OHOP Program Management. The person voicing the concern should clearly explain their complaint and communicate what they feel needs to occur for the complaint to be resolved. The complaint and any agreed resolution must be documented in writing.
2. If the person feels uncomfortable discussing the complaint with their Housing Coordinator, they are encouraged to lodge their complaint directly with OHOP management staff. The manager will in turn discuss the complaint with the relevant staff member.
3. The staff member involved will take all reasonable steps to bring a satisfactory resolution of the concern or complaint without undue delay. Where resolution is not immediate, the staff member will keep those involved updated via verbal or written progress reports. The Program would expect to have most complaints resolved within 10 working days.
4. Documented complaints regarding the OHOP program will be filed and kept by OHOP program management. A brief summary of the complaint, its resolution and the date of resolution will be documented in writing by OHOP Program Management.
5. Should the client lodging the complaint remain dissatisfied with the outcome of this process, they will be offered the opportunity to discuss directly with OHOP Program Management.

## *Grievance Process*

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

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

### ***Grievance Procedure***

In order to initiate a Grievance, the client must complete the OHOP Grievance Form. A completed OHOP Grievance Form must be postmarked, or received by the OHOP program, within fifteen (15) days of the date of the decision being grieved. If filed after that time, the grievance must be accompanied by a written explanation for the delay. The OHOP program, at its sole discretion, will decide whether the client had good cause for filing the grievance late. Good cause consists of hospitalization, serious illness, or other circumstances beyond the client's control, which significantly impaired their ability to file the grievance in a timely manner.

During the period of time in which the client is involved in a grievance of a termination decision, his/her assistance shall not be discontinued or reduced. However, if the client no longer resides in the OHOP assisted rental unit (e.g. the client was terminated for abandonment of the unit, moved without authorization or has been evicted concurrent to the OHOP program termination), the OHOP program will not provide rental assistance at the client's new residence during the grievance period.

### ***Determination of Merit***

OHOP program management will determine the merit of the grievance based on review of client records; case notes; discussion with the Housing Coordinator and the client's HIV case manager; and/or any other pertinent information necessary to determine if the grievance has validity. If the grievance is determined to have no merit, a written notification of this finding will be sent to the client, the client's Housing Coordinator and HIV case manager within ten business days of the determination. The notice must inform the client that they have a right to hearing in accordance with ORS 183.

### ***Hearing Rights***

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

During the period of time in which the client is involved in a hearings process, his/her assistance shall not be discontinued or reduced. However, if the client no longer resides in the OHOP assisted rental unit (e.g. the client was terminated for abandonment of the unit, moved without authorization or has been evicted concurrent to the OHOP program termination), the OHOP program will not provide rental assistance at the client's new residence during the hearing period.

# XXI: Client Records

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The OHOP program will maintain up-to-date, comprehensive records documenting information used to determine all clients' program eligibility, all services provided to OHOP clients, all program expenditures made on behalf of clients, and any other program activities conducted on behalf of clients.

## *Individual Client Charts*

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

Client charts will be kept in 6-fastener folders with two dividers. Each fastener will act as a chart "section," organized as follows, moving front to back throughout the chart and top to bottom within each section.

### Section 1:

Tab F: Checklists (ServicePoint – Additional Profile under checklists)

Tab E:

- Initial Assessment form; Certification and Re-certification Forms
- Housing Stability Plan

Tab D: ROI's (All)

Tab C:

- Signature Form
- Client Participation Agreement

Tab B: Proof of OSSCR, OHBHI, including Quarterly Check In Forms or SHP eligibility, including verification of homelessness.

Tab A:

- Notification of Intake Availability
- Long-Term Assistance Referral
- Wait List Eligibility Notice(s)
- Client Referral Packet from RWCM

### Section 2: (No Tabs- documents in chronological order w/most recent on top)

Case Notes and Correspondence not documented in CAREWare. Program Violations (on pink paper)

### Section 3:

Tab D: Subsidy Calculation – EID eligibility

Tab C: Proof of Income

Tab B: Proof of Medical/Childcare Expenses  
Tab A: Affidavit of Self-Disclosed Income

#### Section 4:

Tab B:

- Request for Move-in Approval
- Move-in Authorization(s)
- Continuation Authorization(s)
- FMR Information Sheet

Tab A: Housing Search Guidelines

#### Section 5:

Tab C:

- Written formal correspondence with Landlords and/or Property Managers.
- Notifications of Rent Changes

Tab B: Housing Inspection

Tab A:

- Rental Agreement
- Landlord Participation Agreement
- W9

#### Section 6:

Tab B: LIHEAP Request & Supporting Documents

Tab A: Rental & Utility Assistance Request

As records are added to the chart, more recent records should be added on top of older records, following the same order within each section. If one folder is filled to capacity, a second folder should be started for the client and marked as an additional volume on the file cover. **No records are to be removed from the client chart.**

Each folder should be labeled with the following information:

- The client Unique Record Number (URN) as provided by the HIV case manager
- The county in which the client resides

Documents that don't clearly identify the program participant will be labeled with the client name and date.

All major changes or additions to the client file must be initialed and dated by the individual making the change or addition. Paperwork must be completed in its entirety. If a section or question is not applicable staff will write "NA" for that question/section. Additionally, staff will utilize required checklists to assure all paperwork and processes have been completed, to include date of completion noted on the applicable checklist.

As a general rule, Housing Coordinators are discouraged from maintaining "shadow files," or partial client files that are kept for removal from secure locations. In instances where such files are required (either for maintenance of client confidentiality or practicality during travel), these

files are to be maintained only during the required temporary travel period, and documents within the file will be merged appropriately to the permanent client chart immediately upon completion of the temporary travel-related tasks.

### ***Closing Client Charts***

Client charts will be transferred to the central HIV Care and Treatment Program office when the client record is inactive for over two years.

Closed OHOP client records will be archived and stored for a minimum period of eight years.

### ***Program Electronic Records***

No electronic copy of program documents will be retained on the hard drives of program computers or the individual H:/ drive, the Windows desktop, the “My Documents” folder, or other locations on the computer’s hard drive (often identified as the “C:/” drive). All electronic copy program documents will, instead, be retained on secure networked servers (often identified as the “I:/” drives). For additional requirements related to the protection of program data refer to the HIV/STD/TB Data Security Policies and Procedures.

### ***Transferring Client Records***

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

1. If it is reasonable to do so, the Housing Coordinator holding the client record should transfer the full record in person and will not retain a copy. OHOP is one distinct program and client’s receiving services will only have one client record in the system.
2. If it is not reasonable to transfer the client record in person, the Housing Coordinator should follow the following procedure per the DHS guidelines found:  
<http://www.dhs.state.or.us/mail/#handling> :
  - a. Enclose the original client record in an envelope marked “Confidential” and clearly addressed to the receiving Housing Coordinator. Include a full return address.
  - b. Send the original client record to the receiving Housing Coordinator via United Postal Service (or other contracted courier that offers full parcel tracking services).
  - c. The receiving Housing Coordinator will confirm receipt via email to the Housing Coordinator transferring the client.

# XXII: Home Visit Safety Protocol

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

1. All Housing Coordinators will note in their email calendar the home visit appointment time, date and client URN. The expected return time should also be noted.
2. Housing Coordinators should consider selecting a code word that staff at the host agency and other OHOP staff know and would be used during a phone check-in by the Housing Coordinator during the home visit that indicates the case manager need assistance.
3. All home visits should be scheduled during daylight hours.
4. Home visits should be done in pairs (preferably with the client's HIV case manager) when the client's criminal history indicates risk of personal safety.
5. All members of the staff doing home visits should carry the OHOP issued cellular phone.
6. The Housing Coordinator should assess if the neighborhood or house appear unsafe. If the Housing Coordinator is uncomfortable with the situation, the appointment should be rescheduled, and two or more service providers can return together at a later date/time. The client should be notified of the delay.
7. Housing Coordinators should not enter a home unless invited to do so.
8. It is the responsibility of each Housing Coordinator to ensure his/her own safety, inform people of his/her whereabouts, and withdraw from situations where he/she feels at an unacceptable level of risk.

# XXIII: Harm Response Policy

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Transient suicidal thoughts are common in some people throughout the course of HIV disease and do not usually indicate significant risk of suicide. However, persistent suicidal thoughts with associated feelings of hopelessness and intent to die are very serious and must be assessed promptly and carefully. The risk of suicide is especially high for patients who are depressed and for those at pivotal points in the course of HIV infection. Many events may trigger suicidal thoughts among persons with HIV. Such events may include learning about their positive HIV status, disclosing to family or friends, starting antiretroviral therapy, noticing the first symptoms, having a decrease in CD4 counts, undergoing a major illness or hospitalization, receiving an AIDS diagnosis, losing a job, experiencing housing instability, experiencing major changes in lifestyle, requiring evaluation for dementia, and losing a significant relationship.

Although the OHOP program is not assessing suicidal ideation and employees are not clinicians or mental health professionals, staff may encounter a situation while working with a client that requires an immediate response. OHOP program staff will address all suicide threats seriously and intentionally. First, and foremost, the client's safety must be ensured. OHOP staff will follow the steps below when suicidal thoughts are expressed by the client.

- Calmly explain to the client that you want to help. Utilize the client's Housing Stability Plan to develop a safety plan with the client in person or via phone. A safety plan is a prioritized written list of coping strategies and sources of support for the client. The plan is brief, is in the client's own words and is easy to read. Some components of a safety plan include social contacts such as: family members or friends that can be contacted for support, methods/strategies identified by the client to cope with suicidal ideation, mental health crisis referral information such as the Suicide Hotline or local mental health crisis services [OHOP staff is expected to retain local crisis information to provide to clients in these situations].
- If the client is already engaged with a mental health provider and a current Release of Information exists (i.e. OHBHI client), notify the client's mental health provider immediately and request a safety check.
- OHOP staff will case conference with the client's HIV case manager in the same business day to report the client interaction. OHOP staff will additionally provide case management staff with the revised Housing Stability Plan, which includes the client's safety plan.
- If suicidal ideation occurs and the client is unwilling to commit to not harming his or herself, the client will be given crisis services phone numbers and contact information. OHOP staff will then immediately report the situation to the HIV Community Services Manager.
- **OHOP staff may also use their professional judgment and contact 911 at any time, to report an immediate danger to the client.**
- OHOP Staff are expected to document all client interactions in case notes that would fall under this policy.