



**Arizona  
Department  
of Housing**

United Funding Agency/Collaborative Applicant

**Arizona Balance of State Continuum of Care (AZBOSCO)  
Other Attachment**

**Note:** As additional documentation about AZBOSCO Policies and Procedures, the AZBOSCO Special Needs Housing Manual is attached. The manual was updated in June 2023. The manual complements the AZBOSCO policies and procedures and provides subrecipients guidelines about project implementation. The following provides a highlight of key sections that align to 2024 NOFO Registration Requirements and as appropriate have been included in other required attachments

<b>UFA Application Section/Notice Section</b>	<b>Page Number as applicable (Note page numbers are from the source document)</b>
<b>3A 5 Prioritizing Assistance</b>	<b>18-24</b>
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Arizona  
Department  
*of* Housing

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## Arizona Balance of State Continuum of Care Special Needs Housing Manual

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## DISCLAIMER

The Special Needs Housing Manual is not intended to cover all of the intricacies of administering a Continuum of Care (CoC) or Housing Trust Fund (HTF)/Housing Program Fund (HPF) project. Sub-recipients are expected to avail themselves of resources offered on the U.S. Department of Housing and Urban Development (HUD) Exchange website, <https://www.hudexchange.info/>, including webinars, trainings, brochures, and manuals. For specific rules on Federal Fair Housing and/or the American with Disabilities Act, please refer to the appropriate federal statutes and documents. In addition, the CoC program is operating under a proposed rule (24 CFR part 578). As such, clarifications and programmatic changes are ongoing as HUD refines the program in anticipation of the release of the final rule. It is the responsibility of the sub-recipient to monitor the HUD Exchange website for modifications of the guidelines contained in this manual.

## CHAPTER 1: ADOH Special Needs Housing Assistance Programs

### A. Mission Statement

Housing is the foundation for success. We lead and collaborate with our community partners to create, preserve and invest in affordable housing. We protect housing consumers and revitalize communities to make Arizona the best place to live.

### B. Best Practices

In accomplishing the Mission Statement above, the Special Needs Division (SND) will work towards universal implementation of Housing First principles utilizing the Housing-Based Case Management model.

### C. About the Arizona Department of Housing

The Arizona Department of Housing (ADOH) serves Arizonans through programs that recognize the dignity of the individual, their families, and their communities.

The SND enables the agency to address the housing needs of populations that require a more comprehensive approach to housing stability beyond basic affordable housing opportunities. These populations have been identified as those living with HIV/AIDS, mental illness, chronic substance abuse, developmental disabilities, physical disabilities, persons and families who are homeless, and victims of domestic violence.

Housing is an integral part of health care. When those we work for go without decent and affordable homes, services are more difficult to deliver, illnesses are exacerbated, and homeless populations increase.

In 1995, the first CoC contracts were received through the HUD to administer Shelter Plus Care (SPC) programs, to provide rental assistance for individuals and families that were experiencing homelessness. These grants, all in Maricopa County, were Tenant-Based Rental Assistance (TBRA) grants. Since that time we have applied for and been awarded additional Housing Program grants funded through McKinney-Vento administered through approximately fifteen (15) different contracts covering thirteen (13) counties.

In addition to CoC, ADOH SND currently oversees Housing Opportunities for Persons With AIDS (HOPWA) contracts, as well as various HTF contracts for a wide variety of special needs from fair housing to shelter operations and Rapid Re-housing (RRH) giving ADOH a presence in all fifteen counties.

This Housing Manual shall be used by agencies who subcontract with ADOH and are sub-recipients to administer any Special Needs programs.

#### **D. Statement of Policies and Objectives**

The functions and responsibilities of the SND staff, hereinafter referred to as SND, shall comply with the personnel policies of ADOH and of the State of Arizona. All housing assistance programs administered by ADOH SND shall comply with all federal, state, and local housing laws, rules, and regulations.

#### **E. Purpose of this Manual**

The purpose of the Housing Manual is to establish statewide policies for consistent implementation of Federal, State or other stator requirements, and/or to provide clarify items not covered under federal or state regulations. The aim is also to provide standard concepts, definitions and procedures to enable efficient administration and the collection and reporting of performance data that is comparable across the state. The Housing Manual covers both admission to and continued participation in these projects and how that will be accomplished. The policies are the same for all housing assistance programs unless otherwise noted. The Housing Manual is written primarily with sub-recipient and service provider staff in mind. It is the responsibility of the sub-recipient to know which specific program they are contracted to administer and be aware of the policies contained in this Handbook. Sub-recipients of CoC or ADOH HTF funding administered by the SND are expected to develop their own operating policies and procedures that align with the standards described herein.

Each of the ADOH SND housing assistance projects is subject to the terms and conditions of this Housing Manual. To the extent an issue is not otherwise explained in the Housing Manual, the appropriate provisions of the McKinney-Vento Act as amended by HEARTH (The McKinney-Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009), CoC Program Interim Rule (24 CFR part 578), HOPWA (24 CFR part 574) or the Fair Housing Acts (42 USC 3601-19) will be followed. This Housing Manual is subject to change depending on changes in funding contracts as well as changes in federal regulations.

#### **F. Fair Housing Policy**

It is the policy of ADOH to comply fully with all federal, state, and local nondiscrimination laws and to be in accordance with the rules and regulations governing fair housing and equal opportunity in housing and employment.

Projects shall not deny any family or individual on account of race, color, gender, religion, national origin, familial status, or disability, the opportunity to apply for or receive assistance under ADOH's and HUD's rental assistance programs, within the requirements and regulations of the federal rules and regulations.

To further ADOH's commitment to full compliance with applicable civil right laws, ADOH will provide federal, state, and where practical, local information to all participants regarding housing discrimination and any recourse available to them should they feel they have been the victim of discrimination in housing. Such information will be made available during the briefing session and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Tenant's Packet. To file a complaint, contact HUD at (800) 669-9777 or file on line at: [http://portal.hud.gov/hudportal/HUD?src=/topics/housing\\_discrimination](http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination). You may also contact the Arizona Attorney General's Office hotline at (602) 542-5263 in Phoenix or (520) 628-6504 in Tucson.

ADOH SND subscribes to HUD's "open-housing" policy. Project participants and sub-recipients can access information about the Arizona Residential Landlord and Tenant Act on the ADOH website at: <https://housing.az.gov/general-public/landlord-and-tenant-act>. Sub-recipients and participants will know of available housing that ensures greater mobility and housing choice for low-income households served by ADOH.

### **G. Americans With Disabilities Act (ADA)**

The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public. The purpose of the law is to make sure that people with disabilities have the same rights and opportunities as everyone else.

**Disability Rights in Private and Public Housing:** Regardless of whether a household lives in private or public housing, federal laws provide the following rights to persons with disabilities:

- It is unlawful for a housing provider to refuse to rent or sell to a person simply because of a disability.
- Requires housing providers to make reasonable accommodations for persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.
- Requires housing providers to allow persons with disabilities to make reasonable modifications. A reasonable modification is a structural modification that is made to allow persons with disabilities the full enjoyment of the housing and related facilities.



- To view the full rule, please refer to the following website: 24 CFR Part 8
- H. Violence Against Women Act (VAWA)

Federal regulations provide protections to and prohibit discrimination against program applicants and program participants who have experienced or are experiencing domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, gender expression, or actual or perceived sexual orientation.

All CoC-funded service providers are responsible for understanding and implementing these requirements, as written by HUD, within their programs. Sub-recipients should be informed of signs of victimization and abuse and should proactively help project residents understand their rights and protections under VAWA.

## H. HUD's Equal Access and Gender Identity Rule

Effective October 21, 2016, HUD proposed equal access for individuals in accordance with their gender identity in programs and shelter funded under programs administered by HUD's Office of Community Planning and Development (CPD). To view the full rule, please refer to the following website:

<https://s3.amazonaws.com/public-inspection.federalregister.gov/2016-22589.pdf>.

This new rule provides equal access in all HUD assisted programs. Individuals are placed in accordance with gender identity and there are no requirements to “prove” that gender identity. *As a provider, your policies and procedures must reflect this requirement.*

## I. Access to Information

ADOH strives to maintain public information about its programs as well as useful information about affordable housing resources in Arizona, generally, on its website: [www.housing.az.gov](http://www.housing.az.gov). Users of this Housing Manual are recommended to use the information presented on the website and to suggest changes and additional content whenever appropriate. The SND communicates through the issuance of Bulletins. Contract Recipients are expected to sign up on the ADOH website to receive Bulletins via email and Bulletins are posted on the ADOH website. The expectation is that recipients will stay informed. Staff has no obligation to remind recipients to read Bulletins and recipients are responsible for any changes and updates issued via Bulletins. Staff is always available to answer or clarify questions.

## J. Terminology

Terminology used in this Housing Manual includes the following:

“**ADOH SND**” refers to the Arizona Department of Housing Special Needs Division.

“**Applicant**” refers to a person in the process of applying for rental assistance. A person is considered an applicant until their income eligibility for a housing assistance project is verified.

“**AMI**” refers to Area Median Household Income.

“**Briefing**” refers to an instance of giving precise instructions or essential information with regard to the specific housing program/project.

“**By Name List**” (BNL) refers to a single list of all identified persons experiencing homelessness in a given community. In the Arizona Balance of State Continuum of Care (AZBOSCOC), the list is maintained and created in HMIS. The list is used by local case conferencing and work groups to prioritize persons and families experiencing homelessness and to match person with available housing and services based on identified need/acuity.

“**Case Management**” refers to the Housing-Based Case Management model whereby case managers are organized and trained professionals that act as positive change agents in holistically assisting individuals/families in achieving and maintaining housing while concurrently

promoting awareness and teaching strategies that reduce the likelihood of a return to homelessness in the future.

**“Chronic Homelessness”** refers to:

1. A “homeless individual with a disability”, as defined in Section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who to an individual who:
  - a. is homeless and lives in a place not meant for human habitation, a safe haven or in an emergency shelter; and
  - b. has been homeless and living as described in Paragraph (1)(i) of this definition continuously for at least twelve (12) months or on at least four (4) separate occasions in the last three (3) years, as long as the combined occasions equal at least twelve (12) months and each break in homelessness separating the occasions included at least seven (7) consecutive nights of not living as described in Paragraph (1)(i). Stays in institutional care facilities for fewer than ninety (90) days will not constitute as a break in homelessness but rather such stays are included in the twelve (12) month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven or an emergency shelter immediately before entering the institutional care facility.
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, for fewer than ninety (90) days and met all of the criteria in Paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in Paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
4. A person in transitional housing - even if they met the chronic homelessness criteria prior to entering transitional housing - may NOT be considered chronically homeless.

**“Contract Rent”** refers to the full monthly cost of renting a unit as set by the owner or landlord.

**“Disability”** refers to a diagnosable substance abuse disorder, serious mental illness, developmental disability or chronic physical illness or disability, including the co-occurrence of two (2) or more of these conditions. A disabling condition results in substantial functional limitations in one (1) or more of the following areas of major life activity:

- walking;
- talking;
- hearing;
- seeing;
- breathing;
- learning;
- performing manual tasks; and
- caring for one’s self.

**“Fair Market Rent (FMR)”** refers to rent schedules published in the Federal Register, which establish eligible rent levels allowed under the Housing Choice Voucher Program/Section 8 by geographic area. Also used by other rent subsidy programs including CoC.

**“Gender Identity”** refers to the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person’s perceived gender identity.

**“Habitability Standards”** refers to meeting local government safety and sanitation standards. In addition, there are a number of basic standards to ensure that housing units are safe, sanitary, and adequately maintained.

**“HAP”** refers to Housing Assistance Payments contract, which is the amount of money sub-recipients pays in rent on behalf of a project participant to an owner or landlord.

**“Homeless”** refers to an individual or family who qualifies for a program based on one (1) of the four (4) categories of homelessness as defined by HUD. (See [Attachment 2](#): “HUD Definition of Homeless.”)

**“HOPWA”** refers to Housing Opportunities for People with AIDS.

**“Housing First”** refers to a project following a “Housing First” model. The project cannot place preconditions or eligibility requirements - beyond HUD’s eligibility requirements - on persons entering housing, nor can it require program participants to participate in supportive services activities or make other rules, such as sobriety, a condition of housing. Sub-recipients may offer and encourage program participants to participate in services, but there may be no time limit as to when he/she must do so. *It is important to note that services must be offered to the participant and case management must be provided; HOWEVER, participants are not required to engage in services.* Attempting to engage the participant in services must be an on-going process.

**“Housing Information Services”** is intended to help households identify, locate and acquire housing. For example, this occurs in some counties thru Housing Locators and is also an eligible line item in HOPWA Contract budgets.

**“HPF”** refers to State Housing Program Fund, a funding source provided by ADOH.

**“HQS”** refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability and applied to all programs. It is a pass/fail system. In the AZBOSCOG, it is expected that inspectors attend training, such as HQS or Uniform Physical Condition Standards (UPCS).

**“HTF”** refers to State Housing Trust Fund, a funding source provided to ADOH through state legislation.

**“In-kind”** is a donation or gift of time, fiscal resources, professional expertise, use of facilities, project sponsorship, equipment, or other comparable donations without charge.

**“Landlord”** refers to a person or entity that manages one (1) or more rental units on behalf of the owner (the landlord and owner may be the same person or entity).

**“Leasing”** means that the lease is between the sub-recipient of funds and the landlord/owner. Leasing funds may not be used to lease units or structures owned by the recipient, sub-recipient,

their parent organization(s), any other related organization or organizations that are members of a partnership where the partnership owns the structure.

**“Leverage”** is cash or in-kind contributions in excess of the minimum required match contributions for a project. Leveraged funds may be used for other aspects of a project even if the costs are not allowable in the CoC program.

**“Master Leasing”** is whereby the non-profit or other housing partner will lease a number of housing units from the property owner, and in turn sublease the units to the residents same as in a leasing situation but master leasing involves a block of units at a single address and may be the entire structure.

**“Match”** is defined as the sub-recipient’s minimum required cash or in-kind contribution to the project.

**“Medical Professional”** is an individual licensed under A.R.S. Title 32, Chapter 33, as a physician, physician assistant, or registered nurse practitioner.

**“Memorandum of Understanding (MOU)”** as applies to match and leverage is a written agreement between the sub-recipient and the third party outlining provision of services.

**“Owner”** refers to a person or entity that owns one (1) or more rental units (the owner and landlord may be the same person or entity).

**“Participant”** refers to a person who has been approved for enrollment in an ADOH SND housing assistance project and is either currently receiving rental assistance or is seeking an assisted housing unit.

**“Perceived Gender Identity”** refers to the gender with which a person is perceived to identify based on that person’s appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.

**“PHP”** Permanent Housing Placement is an eligible supportive service activity under HOPWA, the goal of which is to help establish permanent residence when continued occupancy is expected.

**“Program”** refers to any of the assistance programs operated under the jurisdiction of ADOH SND (i.e., CoC, Legacy SPC, TBRA, STRMU).

**“Project”** refers to a specific project supported by a particular funding source (i.e., Dreamcatcher, Forward Step, etc.).

**“Recipient”** refers to an entity that has entered into contract with ADOH.

**“Rental Assistance”** refers to an eligible cost for permanent and transitional housing. Rental assistance may include tenant-based, project based or sponsor-based rental assistance. The lease is between the participant and the landlord/owner; the sub-recipient has a “Housing Assistance Payments contract” with the landlord/owner to pay the difference between what the participants pays and the contract rent.

**“ROI”** refers to release of information.

**“RRH (Rapid Re-housing Assistance)”** refers to program funds that may provide supportive services and/or short-term (up to three (3) months) and/or medium-term (for three (3) to twenty-four (24) months) tenant-based rental assistance, as necessary to help a homeless individual or

family, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing.

**“Sexual Orientation”** refers to one’s emotional or physical attraction to the same and/or opposite sex (i.e., homosexuality, heterosexuality, or bisexuality).

**“SHP”** refers to the former HUD program “Supportive Housing Program”; now referred to as CoC.

**“SOAR - SSI/SSDI Outreach, Access and Recovery”** refers to best practice in obtaining income for people who are homeless or who are returning to the community from institutions (jails, prisons, or hospitals). It is a program designed to increase access to SSI/SSDI for eligible adults who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder. SOAR has been funded by Substance Abuse and Mental Health Services Administration (SAMHSA) since 2009.

**“SPDAT - Service Prioritization Decision Assistance Tool”** refers to a survey tool created by OrgCode Consulting, Inc. and is an evidence-informed approach to assessing an individual’s or family’s acuity. The tool, across multiple components, prioritizes whom to serve next and why, while concurrently identifying the areas in the person/family’s life where support is most likely necessary in order to avoid housing instability.

**“SPC”** or **“S+C”** refers to the former HUD rental assistance program “Shelter Plus Care”; now referred to as CoC.

**“STRMU” Short Term Rent Mortgage Utility Assistance** is a component under HOPWA that assists people who are already housed, for up to 21 weeks in a 52 week period, as defined by sub-recipient in written policies as a calendar year or program operating year or the first request for assistance made by the client.

**“Sub-recipient”** refers to entities sub-contracted with ADOH SND to provide housing services connected with the programs.

**“TAY-SPDAT - Transition Age Youth-Service Prioritization Decision Assistance Tool”** refers to a version of the VI-SPDAT designed to assess the needs of youth experiencing homelessness.

**“TBRA (Tenant-Based Rental Assistance)”** See Rental Assistance.

**“TTP”** or **“Tenant Rent”** refers to the total tenant payment (i.e., the share of rent for which a project participant is responsible and which is not paid by the grant).

**“UPCS”** refers to Uniform Physical Condition Standards, which is an inspection protocol resulting in a graded system. In the AZBOSCOC, it is expected that inspectors attend training, such as HQS or UPCS.

**“VI-F-SPDAT - Family Vulnerability Index-Service Prioritization Decision Assistance Tool”** refers to a version of the VI-SPDAT designed to assess the needs of families experiencing homelessness.

**“VI-SPDAT - Vulnerability Index-Service Prioritization Decision Assistance Tool”** refers to a survey created by Community Solutions and OrgCode Consulting, Inc. as a pre-screening, or triage, tool that is used by service providers within a community to assess the health and social

needs of homeless persons and match them with the most appropriate support and housing interventions that are available.

See also “Glossary of Affordable Housing Terms” at:

<https://housing.az.gov/sites/default/files/documents/files/AZBOSCOC-GLOSSARY-Rev-12-2020.pdf>

## K. Forms

Standard forms to be used by ADOH SND and sub-recipients are located at the end of the Housing Manual in the Attachments Section. Where appropriate, some of these forms are presented in a generic format that can be adapted by sub-recipients for their use in operating ADOH SND assistance programs. Sub-recipients have the authority to use these forms, but they must be put on the sub-recipient's letterhead. There are a few places, generally in the first and last paragraphs of a document, where sub-recipients must insert their own agency names and addresses. These documents were designed so that minimal insertions need to be made.

Other forms, such as the Homelessness Certification Form (See [Attachment 0C](#): “Transitional Homeless Certification Form” and [Attachment 0B](#): “Permanent Housing Homeless Certification Form”), are specifically designed to serve the needs of ADOH SND and sub-recipients and may not be altered except by ADOH SND. **As of 2019, [Attachment 0A](#): “HMIS Intake Form”, is to be printed and placed in the client’s file. As of 2023, [Attachment 8.1](#): “Lead Safe Housing Requirements Screening Worksheet” is to be printed and placed in the client’s file.** The status of each form as required or generic is noted in the Attachments Section.

*NOTE: The Housing Manual does not have a document for every need or every model. Sub-recipients may have to create their own documents as needed. If customization or substantial changes are made to content of forms, the ADOH SND staff must approve **prior** to use. All sub-recipient’s self-created documents, must include the basic sections of each template.*

## L. General Obligations of the Key Parties

Sometimes an agency may be both a sub-recipient and a service provider. Even if a sub-recipient receives service funding in a continuum contract, it is not expected to be enough to cover all services needed by a project participant. In the following obligations of each party, keep in mind that sub-recipient is referring to housing activities and provider is referring to services.

### *Obligations of ADOH SND*

1. **Orientation:** ADOH SND staff will provide an orientation the first time a sub-recipient enters into a contract for funding with ADOH or when initiating a new type of project or when funded with a new source.

2. **Monitor Project Performance:** Monitor each sub-recipient's performance and conformance to funding source directives. ADOH SN shall make a site visit to a sub-recipient to review all projects under contract, depending on the sub-recipients AZBOSCO Sub-Recipient Risk Assessment Tool (ASRAT) score. (See AZBOSCO Financial Management Policies and Procedures: Attachment 2) See below for outline:

For sub-recipients with medium or high-risk scores, the following monitoring activities will be required to mitigate risk:

- a. Providing sub-recipients with training and technical assistance for identified areas of potential risk;
- b. Performing on-site or desk reviews of the sub-recipient's program operations, financial reporting, and/or policies and procedures;
- c. Arranging for agreed-upon procedures/engagements as described in [§200.425](#) Audit services;
- d. Agreeing to and documenting progress towards Improvement or Corrective Action Plans to address potential or existing areas of concern related to risk.

**LOW:** A score of 25 or less generally identifies that the program is at lower risk for potential waste, mismanagement, non-compliance, or fraud. Sub recipient may be visited in person, for monitoring, every three (3) years. Unless substantial changes occur in the course of the contract, requiring an in-person site monitoring by ADOH SND Contract Specialist (Contract Specialist).

**MEDIUM:** A score of 26-40 requires evaluating areas that need improvement and improving those areas based on the approved action plan. Sub recipient may be visited in person, for monitoring, every two (2) years. Unless substantial changes occur in the course of the contract requiring an in-person site monitoring.

**HIGH:** A score of 41 or higher requires intensive follow-up and improvement based on a thorough evaluation of the grant project and completion of an approved action plan and annual monitoring

3. ADOH SND provides ongoing, up-to-date Technical Assistance (TA): TA is generally provided via phone, Google virtual meetings, webinars by ADOH staff, AZ Housing Coalition or HUD and through email communication. Although rare, for Balance of State (BOS) due to sub-recipients geographical locations in-person TA may be provided if deemed necessary and appropriate. In addition, TA can be provided while in-person monitoring is taking place. ADOH will make every effort to accommodate the needs of the sub-recipient for the benefit of the CoC and those we serve.



4. Ensure Uniformity: Ensure uniformity among the sub-recipients and conformance with funding contracts and applicable laws. ADOH SND must give its approval to any changes or additions to the materials and procedures used for any ADOH SND housing assistance project.
5. Monitor Zero Income: Contract Specialist monitor participants who report \$0 income to their Housing provider. Such participants shall be tracked by ADOH SND through the provider to assure that they apply for benefits, and/or employment in a timely manner. Case managers may be asked to verify that the project participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment or that benefits were denied, and an appeal has been filed.
6. Review Request for Payments (RFPs) and submit for processing within three (3) business days.
7. Review duplication of services: ADOH will review its databases and connect with partnering agencies to ensure no member of the household is receiving another subsidy for the same residence, from Section 8 or any other city, county, state, federal or private entity which could be considered duplicating the assistance provided by the sub-recipient. ADOH SND shall initially rely on Sub-recipients' due diligence to collect data from participants, landlords and other partners to monitor duplication of payments.
8. Closure of Contracts: ADOH is responsible for submission of HUD and other Federal reporting, i.e., APRs. This process is generally conducted within 30-60 days of contract closure. ADOH SN relies on sub-receipts to act timely in gathering and submitting all documents so the contract details can be reported to HUD in SAGE.

### *Obligations of the Service Provider Case Manager*

1. Complete Enrollment process: Case Manager is responsible for gathering participant's eligibility documentation, Homeless documentation and certifications.
2. Make Assessments and Referrals: Make an assessment and referral for an applicant when independent living is a goal of the applicant's individual treatment plan.
3. Submit Applications: Help an applicant through the application, briefing, verification, and other paperwork that will initiate participation in a project.
4. Assist with Housing Search: Assist the participant in the process of locating a unit within thirty (30) days and notifying the sub-recipient if more time is needed and show why it is needed. The maximum time allowed is ninety (90) days.
5. Deliver Needed Support Services: Assist the participant in the services the participant is currently receiving and arrange for additional support services as necessary to support the client in an independent living situation.
6. Transfer Support Services to New Unit: Ensure the participant is moved into the new unit and that all benefits and appropriate services are transferred, if necessary.

7. Provide Initial Housing Case Management: Maintain an intense level of in-person contact with the participant for the first two (2) to three (3) weeks after move-in and taper that contact, as appropriate. For participants who only need minimal contact, at least one (1) in-person contact per month is required and must be documented in the file.
8. Manage Clinical Issues: Manage any clinical issues that arise and work with the sub-recipient when a clinical issue affects the housing situation.
9. Document Support Services: Be responsible for documenting support services.
10. Increase Participant Income: Ensure that participants who report \$0 income apply for benefits and/or employment in a timely manner. Case managers may be asked to verify the participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment or that benefits were denied and an appeal has been filed.
  - a. RRH Financial Standard  
 When working with a household entering RRH, it is imperative that the household know the financial standards by which they are expected to adhere in order to participate in the program.  
 Providers will determine for each client the number of months the assistance is needed—there is no such thing as an “automatic” approval for X number of months of assistance—some clients may receive no rental assistance, one month’s rental assistance, or more as determined by the provider, not to exceed six (6) months. For those with zero income, 100% rental assistance allowed for the first month.  
 For those households whose income exceeds zero, and starting with the first full month of income exceeding zero, households will pay 30% of the rent, increasing to 100% of the rent on a timeline deemed appropriate by the provider knowing that the household will not be financially assisted past six months (6).
11. Follow-Up: Follow up on other specific situations requiring case management action, which are outlined in this Housing Manual (i.e., appeal hearings, deterioration of participant’s health or their living conditions, family composition, and income changes).
12. Complete case notes: Within ADOH SND guidelines, case manager shall complete call logs and case note templates, (Attachment) when contact is made with responsible persons and/or participant.

### ***Obligations of the Sub-recipient***

**NOTE:** *The sub-recipient may contract any or all of these obligations. It is the responsibility of the sub-recipient to ensure that all obligations are adhered to:*

1. Manual: Recipients are expected to maintain a Policies and Procedure Manual which details project eligibility determination, service delivery, federal compliance, and project policies in line with the AZBOSCOG Policies and Procedures. This shall include internal control/s for data quality and consistency, staff training and recordkeeping requirements as outlined at [24 CFR 578.103](#) and [24 CFR 576.500](#).

2. Follow Coordinated Entry (CE) Prioritization: Assess applicants, monitor and consult the BNL for housing projects that focus on those experiencing homelessness.
3. Educational Facilities Collaboration: Collaborate with Homeless School Liaisons as appropriate to ensure all children participating in the program are enrolled in the most suitable educational program and are connected to the related services within the community.
4. Conduct Applicant Briefings: Provide a briefing to educate applicants on the policies and procedures of the program. The objectives of a Briefing are to:
  - a. Introduce the housing program and the benefits it offers participating households;
  - b. Provide step-by-step instructions on how and where to search for a unit;
  - c. Explain how rent and subsidy are calculated;
  - d. Inform households of their rights under the program and AZ Landlord Tenant Law;
  - e. Inform households of their responsibilities as housing program participants; and
  - f. Clarify the role of the various agencies (sub-recipient, service provider) and the expectations of housing program participants.

At a minimum a Briefing Packet will include:

- 1) Overview of the applicable Program: Permanent Supportive Housing (PSH), RRH, or Transitional Housing (TH) including calculation of rent
- 2) Request for Tenancy Approval
- 3) Lead Warning Statement and Disclosure
- 4) Request for Taxpayer Identification and Certification
- 5) HUD Discrimination Complaint Form

Other information may be on HQS, Reasonable Accommodation, How to be a Good Tenant etc.

5. Certify (and Recertify) Participant Eligibility: Prior to project intake, and at minimum once a year thereafter, the Sub-recipient will work with program participants, and/or their approved representatives (i.e., case manager), to determine program participant eligibility for the housing program they are applying for or residing in. The Sub-recipient is responsible for completing all required eligibility information based on state and federal requirements and maintain documentation of eligibility. (See Eligibility for specific eligibility requirements for each program/housing type.
6. Evaluate tenant eligibility to ensure an annual eligibility assessment for participants and keep accurate documentation and verification of eligibility. Additional re-certifications may be required whenever participants experience changes in circumstances that substantially affect their overall eligibility for the program.
7. Verify Unit Eligibility: Inspect the unit that a participant wishes to occupy, and which the landlord/owner has agreed to rent to the participant, to ensure that the unit meets HQS in CoC programs and HOPWA TBRA or Habitability Standards in HTF and HOPWA

STRMU. As long as the participant stays enrolled in the project, the unit must be re-inspected annually by the sub-recipient. A written report will be made and filed appropriately.

8. Approve the Lease: Approve any lease or occupancy agreement signed between a landlord/owner and a participant enrolled in a project or between a landlord/owner and the sub-recipient. The purpose of the approval is to ensure that project-required lease provisions are included in the Grant Agreement (the Agreement). (See Chapter 2, Section I: "Lease Approval and HAP Execution for Scattered Site TBRA Programs.") If the lease cannot be approved, the participant cannot receive assistance for that unit.
9. Make Housing Assistance or Rent Payments to Landlords/Owners: Make monthly rental or lease payments to landlords/owners in accordance with the HAP or rental contract. These payments are generally made on or about the first day of each month.

*NOTE: It is the responsibility of the sub-recipient to ensure that rental payments are being made to the correct legal party (i.e., owners sometimes change management companies).*

10. Provide On-going Housing Administration: Be responsible for handling on-going housing needs, including adjusting the total tenant payment, interim inspections, handling damage claims by landlord/owner, overpayments, repayment agreements, etc.
11. Coordinate with Case Manager: Be responsible for communicating with and alerting a case manager when a housing situation arises that requires the involvement of the case manager.
12. Conduct Landlord/Owner Outreach: Encourage landlords and owners of decent, safe, sanitary and affordable housing located outside areas of low income to lease units to families with rental assistance and to publicize their vacant and available units with the sub-recipient. Utilize <https://www.myhousingsearch.com/> to locate vacant rental units.
13. Fulfill All Conditions of ADOH Contract: Fulfill all of the duties specified in the sub-recipient's contract with ADOH, including: the timely entry of participant data in the sub-recipient's HMIS database; maintenance of time records of staff time spent on contract duties; submission of a copy of the Single Audit and review, complete and submit Annual Performance Report (APR) or Consolidated Annual Performance and Evaluation Report (CAPER) to ADOH.
14. SOAR: In order to ensure that our participants have income, sub-recipient shall have at least one (1) case manager trained in SOAR. The case manager will register for the on-line training course, let ADOH know whom that case manager(s) is/are, and complete and pass the on-line course. Additionally, register and enter information into On-line Application Tracking (OAT), a web-based program that allows case managers to keep track of their outcomes.
15. Request for permission to early exit participant: A sub-recipient is required to inform their Contract Specialist if there is any reason why a participant is being released from services

other than self-removal or successful exit. All reasons for exit must be included on Rent Roll.

16. Submit Monthly RFPs: In order for Sub-recipient to be reimbursed, an RFP with all back up support documentation shall be submitted into the ADOH SND portal ([Special Needs Portal](#)). Reimbursements for CoC projects shall not be used for purposes other than what is outlined in CFR: 24 CFR Subpart D and sub-recipient contracts.
17. Documentation (24 CFR §578.103): CoC and HTF Sub-recipients are responsible for maintaining all required agency and participant documentation related to policies and processes described herein including but not limited to eligibility determination, participant income, household composition, inspections, rent determinations, briefing materials, required notices, leases, releases of information and other required documentation related to the provision of housing assistance. Participant record keeping may include hard copy client files as well as data entry into HMIS depending on the documentation. Sub-recipient operating policies and procedures should ensure data collection and maintenance in accordance with this Housing Manual as well as all relevant federal and state statutes and requirements. ADOH
  - a. ADOH reserves the right to request inspection of any required documents as part of regular audit processes or as needed to ensure sub-recipient compliance.

### *Obligations of Landlords/Owners*

1. Select Participants: Landlords/owners may screen prospective participants by contacting former landlords/owners for references as well as using other types of background checks they deem appropriate and consistent with Federal Fair Housing Rules.
2. Maintain Tenant/Landlord Relationships: Landlords/owners must comply with the provisions of leases and HAP contracts and the federal and applicable municipality Fair Housing Act; perform regular maintenance; and perform all management and rental functions as required by state landlord/tenant laws.
3. Resolve Tenant/Landlord Disputes: The landlord/owner must notify the sub-recipient of any disputes between the landlord/owner and a participant and may request an informal meeting with the involved parties to attempt resolution.
4. Handle Evictions Legally: If the landlord/owner evicts a participant, the eviction must be handled under the provisions of state landlord/tenant laws, just as for any other participant. The landlord/owner must give the sub-recipient written notice of eviction at the same time the participant is notified, even though the sub-recipient does not play a formal role in the eviction process.
5. Supply Vacancy Information: Landlords/owners may use the website <https://www.myhousingsearch.com/> to list vacancies and should be encouraged to do so.

6. Discrimination is Prohibited: The landlord/owner shall not discriminate against a participant on the grounds of race, color, religion, sex, national origin, disability, or familial status.
7. Handle interaction ethically and professionally: All interactions with sub-recipient staff, participants, participants visitors and ADOH SND staff will be ethical and professional

### *Obligations of Applicants/Participants*

1. Cooperate in Fulfilling Program Requirements: The applicant/participant must provide income information and family information/documentation needed to permit the sub-recipient to certify eligibility and family composition and establish rent based on income on an initial and monthly basis. The applicant/participant must sign a release of information, which allows personal information to be shared with ADOH, sub-recipients, landlords/owners and applicable support service providers. The applicant/participant must also sign a release in compliance with HIPAA with their behavioral health agency. (See [Attachment 1](#): "Release of Information Form.")
2. Find a Qualified Unit: The applicant/participant must select a unit which falls under the guidelines of the program and which passes HQS or Habitability Standards (HOPWA and HTF). The participant must allow the sub-recipient to inspect the dwelling unit before occupancy and at assessment.
3. Compliance with Lease and Housing Agreement: The participant must conform to all lease requirements or housing agreement terms including allowing inspections of the unit.
4. Report Changes in Income and Family Composition: This information should be reported to both the sub-recipient and the case manager. Participants are responsible for informing the sub-recipient of any changes in family circumstances (including income and family composition) and are responsible for responding to requests from the sub-recipient to update information.
5. Comply with Program Policies: The case manager needs to inform the participant about program policies. These include, but are not limited to, the requirement that the unit be used as the participant's primary residence; giving proper notification before moving from the unit; and knowing that the participant shall be responsible for damages incurred in the unit over and above the one (1) month's rent allowed by program regulation.

**CHAPTER 2: COORDINATED ENTRY AND HOUSING APPLICATIONS****A. CE and Priority Policies**

1. Referrals for AZBOSCOG funded housing assistance and ADOH funded HTF homeless programs are required to come from the CoC CE project covering the geographic areas in which the service is delivered.
2. Specific CE policies are detailed in the AZBOSCOG CE Policy Manual. All CE Policies described here, are specific to the CE processes and prioritization of the AZBOSCOG as established by its Governance Advisory Board (GAB) and administered by ADOH as its Unified Funding Agency (UFA), Collaborative Applicant and Lead Agency.
  - a. For detailed information on AZBOSCOG CE Policies, please refer to AZBOSCOG CE Policies and Procedures.
3. Key elements of the AZBOSCOG CE System include:
  - a. Standardized Assessment: The AZBOSCOG, in implementing HUD CE strategies, require that its CE system, sub-recipients and other participating providers will utilize appropriate VI-SPDAT assessments as the AZBOSCOG standard tool to evaluate participant housing needs and to inform prioritization for available housing interventions. The VI-SPDATs are available in ServicePoint and must be used by all providers implementing CE. (See [Attachment 3.1](#): “VI-SPDAT Scoring Recommendations.”)
4. Due to the diversity and geographic size of the AZBOSCOG, Local Coalitions to End Homelessness are responsible for administering AZBOSCOG CE functions within their County following AZBOSCOG Coordinated Policies and Procedures. Key LCEH CE functions include:
  - a. Establishing, staffing and operating local CE access points to ensure participants can access CE and coordinated housing resources in the LCEH geography.
  - b. Conduct CE assessments and perform other CE required notifications, services and coordination.
  - c. Designate a lead agency/representative responsible for receiving the HMIS-based BNL and administering local prioritization evaluation and processes per the CE Policies and Procedures.
  - d. Manage Case Conferencing or other LCEH processes for reviewing prioritization of the BNL, matching and referring prioritized participants to appropriate available housing interventions and supportive services.
  - e. Maintaining local CE required documentation and HMIS updates.
5. Prioritization
  - a. AZBOSCOG prioritization processes for all CoC and other non-CoC-participating housing programs is detailed in the AZBOSCOG CE Policies and Procedures (see page 15)



- b. Chronic Homelessness: Per HUD Notice [CPD-16-11](#), issued July 2016, priority will be given to those individuals and families who meet the HUD definition of “chronic homeless.” If there is availability in a project and there is not an eligible household that meets the definition of chronic homeless, then the order of priority will be as delineated in the CPD notice in Section III.B.
- c. The following prioritizations MUST be applied for all RRH, TH, PSH and other units dedicated to the CES:
  - 1) 1st Priority—Chronically homeless individuals and families with the longest history of homelessness and with the most severe service needs.
  - 2) 2nd Priority—Chronically homeless individuals and families with the longest history of homelessness but without severe service needs.
  - 3) 3rd Priority—Chronically homeless individuals and families with the most severe service needs.
  - 4) 4th Priority—All other chronically homeless individuals and families not already included in priorities 1 - 3.
  - 5) 5th Priority—Homeless individuals and families who are not chronically homeless but do have a disability and severe service needs.
  - 6) 6th Priority—Homeless individuals and families who are not chronically homeless but do have a disability and a long period of continuous or episodic homelessness.
  - 7) 7th Priority—Homeless individuals and families who are not chronically homeless but do have a disability and are coming from places not meant for human habitation, Safe Havens, or emergency shelters.
  - 8) 8th Priority—Homeless individuals and families who are not chronically homeless but have a disability and are coming from transitional housing.
  - 9) **Tie breakers:** (A tie is two or more individuals or families experiencing homelessness within the same geographic area that are identically prioritized for referral to the next available unit) Local LCEH sets policy and must be documented as to what the tie breakers are in LCEH minutes and voted upon.

See CE Policy on Prioritization [Attachment 26](#).

*Note: The only TH CoC units in the AZBOSCOG are joint TH/RRH units. Therefore, for purposes of prioritization, TH units should be the same as for RRH projects.*

## **B. Emergency Transfer Plan Protocol/Prioritization**

1. Policy: It is a priority of ADOH and the AZBOSCOG to ensure the safety of program participants from domestic or dating violence, sexual assault or stalking (domestic violence) and to prevent their experience from causing a loss of housing. In addition to complying with the Federal Violence Against Women Act (VAWA) as described in Chapter 1, ADOH Special needs programs including the AZBOSCOG have established an



Emergency Transfer Plan per 24 CFR §5.2005(e). All AZBOSCOG CE process and AZBOSCOG Sub-recipients will comply with Transfer Plan protocols.

2. Prohibitions on Denying, Terminating, and Evicting Protected Program Participants:
  - a. HUD prohibits denying assistance to potential program participants because they have experienced or are experiencing domestic violence, dating violence, sexual assault, or stalking. Similarly, HUD prohibits terminating program participants because they have experienced or are experiencing domestic violence, dating violence, sexual assault, or stalking. Additionally, participants in HUD-funded programs cannot be evicted from housing because they have experienced or are experiencing domestic violence, dating violence, sexual assault, or stalking.
    - 1) Participants may be evicted, and assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking. Mutually agreed upon early lease termination will be facilitated by the housing provider to protect the victim and other tenants if there is known imminent danger to the participant or other tenants.
    - 2) Participants may be evicted and assistance terminated, if covered HUD-funded housing providers can demonstrate that not evicting or terminating the participant's assistance would present a real physical danger that:
      - i. Would occur within an immediate time frame, and
      - ii. Could result in death or serious bodily harm to other tenants or those who work on the property. If housing provider can demonstrate the above, the housing provider should only terminate assistance or evict if there are no other actions that could be taken to reduce or eliminate the threat.
3. In cases of domestic violence or sexual violence, sexual assault or stalking as defined below, this Emergency Transfer Plan supersedes standard CE housing referral prioritization protocols to ensure the safety and well-being of persons in potential domestic or sexual violence, sexual assault or stalking.
4. Notice of Occupancy Rights Under VAWA
  - a. Sub-recipient must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:
    - 1) A "Notice of Occupancy Rights under the VAWA," as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this policy, including the right to confidentiality, and any limitations on those protections; and
    - 2) A certification form, (HUD-5382), which may be completed by the victim to document an incident of domestic violence that: (i) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking; (ii) States that the incident of domestic violence that is the ground for protection under this subpart meets the applicable definition for such incident under 24 CFR

§ 5.2003; and 3 (iii) Includes the name of the individual who committed the domestic violence, if the name is known and safe to provide.

5. Definitions

- a. *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- b. *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.
- c. *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

6. When Transfer Plan is Applicable/Eligibility

- a) A program participant/tenant receiving rental assistance through, or residing in a unit subsidized under, a covered housing program, including the AZBOSCOC and State HTF, who is a victim of domestic violence, dating violence, sexual assault, or stalking qualifies for an emergency transfer if:
  - 1) The tenant expressly requests the transfer; and
    - i. The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
    - ii. In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

7. Transfer Plan Protocols

- a. Notification: Under this Emergency Transfer Plan, sub-recipient may require documentation from a tenant seeking an emergency transfer using HUD form 5382 (See Appendix XXX) or other written documentation provided that:
  - 1) The tenant's submission of a written request to the covered housing provider, where the tenant certifies that they meet the criteria stated in this section, and;
    - i. Written requests should be made within 90 days of the domestic violence, sexual violence or trafficking occurrence.
  - 2) The covered housing provider may, at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking if the individual has not already provided documentation of that occurrence; and
    - i. Documentation may include court documents, police reports or other 3d party records.

- 3) No other documentation is required to qualify the tenant for an emergency transfer.
- 4) Upon a request for an emergency transfer, if the sub-recipient requests documentation, the tenant must provide required documentation within 14 days. Failure to provide documentation may result in termination of the emergency transfer request and result in termination from the program or other consequences.
  - i. Sub-recipient may amend timeframe for providing documentation based upon other circumstances related to the tenant's situation (i.e., need to find temporary safe housing, legal proceedings). Sub-recipient should document any extensions or amendments in the case file.
- b. Upon notification under Section f.i., a tenant experiencing domestic, violence requesting an emergency transfer may have the following options depending on their current placement.
  - 1) The tenant reporting domestic violence will not be evicted or have other legal consequence even if a member of the household who is a perpetrator is forced to leave due to the reported domestic violence incident. Reporting tenant may remain in the unit under the current lease/subsidy if they feel it is still a safe placement.
  - 2) If the reporting tenant does not feel that the current placement is a safe place, they may request the any of the following transfer options depending on their housing program.
  - 3) Internal Transfers:
    - i. Leasing: If a tenant is in a CoC or other leasing program, the tenant may immediate move into another vacant unit or the next available unit in the project if they feel it is a safe placement. The tenant will have priority over all other applicants (unless there are other emergency transferring tenants on waitlist). No additional application or eligibility documentation will be necessary.
      - a) If tenant requesting emergency transfer is not eligible for the assistance (i.e., not disabled or chronic), they may maintain the current lease in the safe unit until the end of the lease. The sub-recipient will work in that time to identify other safe housing placement after the expiration of the lease.
    - ii. TBRA: Tenant may terminate existing lease without prejudice or penalty and identify another eligible rental unit in the community to move to that they feel is safe. CoC or HTF funds may be used to pay costs for exiting lease if necessary.
      - a) Sub-recipient will provide or coordinate supportive services to assist tenant in identifying, qualifying and moving the individual to the new unit.

- b) Note: For families/households receiving tenant-based rental assistance, if the family separates in order to effect an emergency transfer, non-transferring family member(s) may maintain current unit if they are not evicted and maintain lease obligations and eligibility for the unit.,
- 4) External Transfers
  - i. If a rental assistance, leasing or site based unit is not available, sub-recipient may refer the tenant to the LCEH CE process in the community of the tenant choice.
    - a) The tenant will be prioritized on chosen BNL for any housing programs or assistance for which they are eligible (i.e., must be a veteran for veteran unit). The individual or family shall not be required to meet any other eligibility criteria or preferences for the project).
    - b) Nothing in the Emergency Transfer Policy may be construed to supersede any eligibility or other occupancy requirements that may apply under a covered housing program.
    - c) The tenant will maintain their homeless or chronic status at the time of their original entry into the housing program.
    - d) A tenant may request both an internal and external transfer at the same time.
- 5) No Safe Units Available/Temporary Placements
  - i. In the event no internal units or external units are available (i.e., on waitlist, searching for unit), the CE system and sub-recipient will work with local domestic violence providers and other resources participating in the Local Coalition to identify and prioritize the tenant with a safe temporary placement including any existing emergency, transitional domestic violence or shelter program including hotel vouchers until such time as an appropriate emergency transfer housing placement is secured.
- 8. Documentation and Record Keeping
  - a. The Sub-recipient must maintain a record showing that all program participants were informed and notified of their rights under VAWA. File should include a signed acknowledgement from program participants that they were notified of their rights under VAWA.
  - b. Whenever possible sub-recipient leases including all leasing sub agreements must include
    - 1) The requirement to comply with 24 CFR part 5, subpart L;
    - 2) Provision of the Notice of Occupancy Rights and Certification Form described above with any notification of eviction;
    - 3) The landlord's obligation to comply with the confidentiality requirements under 24 CFR 5.2007(c);

- 4) If the landlord will have a lease with a program participant, the obligation to include a lease provision that includes all requirements that apply to tenants, the landlord, or the lease under 24 CFR part 5 subpart L, as supplemented by 24 CFR 576 and 578 as applicable, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.20005(b) and (c). The lease may specify that the protections under 24 CFR part 5, subpart L, only apply while the program participant receives tenant-based rental assistance under the CoC Program or Emergency Solutions Grant (ESG) Programs.
  - 5) Any lease, sublease or occupancy agreement between sub-recipient and tenant must include a provision stating all requirements that apply to tenants, the owner or the lease under 24 CFR part 5, subpart L, as supplemented by 24 CFR 576 and 578 as applicable, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The lease, sublease, and occupancy agreement may specify that the protections under 24 CFR part 5, subpart L, apply only during the period of assistance under the CoC or ESG Program or HTF program as applicable.
- c. The sub-recipient/housing provider must make this emergency transfer plan available upon request and, when feasible, must make its plan publicly available.
  - d. The sub-recipient/housing provider must keep a record of all emergency transfers requested under its emergency transfer plan, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations. Requests and outcomes of such requests must be reported to HUD annually.
  - e. Transfer Plan Confidentiality
    - 1) The emergency transfer plan must incorporate strict confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

## CHAPTER 3: Eligibility

### A. Eligibility

It is the responsibility of the Sub-recipient of CoC or other funding to determine the program applicant's eligibility for housing assistance prior to intake. Eligibility determination includes working with the applicant and/or any designated representative of the applicant to collect, review and document eligibility. Sub-recipient is responsible for maintaining all eligibility documentation and for recertifying eligibility at least once per year for persons continuing to receive assistance. Eligibility varies with the housing intervention/component and funding source. In some instances, eligibility may be further defined by the program design of a specific project (i.e., veterans, domestic violence survivors, HIV/AIDS, etc.).

1. Homelessness
  - a. For all HUD McKinney/Vento funded AZBOSCOG housing assistance and most State HTF programs, participants must be defined as homeless under Categories, 1 or 4 of the HUD homeless definition (24 CFR § 578.3). The AZBOSCOG does not currently recognize category 3.
2. Other Eligibility Requirements by Program Component
  - a. for CoC PSH
    - 1) Definition: Permanent Supportive Housing: A CoC program component type providing indefinite leasing or rental assistance combined with supportive services for disabled persons experiencing homelessness so that they may live independently.
    - 2) The applicant must be homeless under either Category 1 or 4 of the HUD Homeless Definition (24 CFR § 578.3)
    - 3) The applicant must meet HUD's definition of "disabled" HUD defines "an individual with a disability as any person who has a physical or mental disability that substantially limits one (1) or more major life activities; has a record of such an impairment; or is regarded as having such an impairment [24 CFR § 578.3]. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself. The law also applies to individuals who have a history of such impairments as well as those who are perceived as having such impairment."
    - 4) While services are not mandatory under Housing First, program participant should be eligible for or receiving appropriate services for their disability through the Sub-recipient/Housing Provider or a 3<sup>rd</sup> party service provider.
    - 5) AZBOSCOG PSH grants are prioritized to applicants who meet the definition of experiencing chronic homelessness. (24 CFR § 578.3)
  - b. Eligibility for CoC RRH/ADOH RRH

- 1) Definition: RRH is permanent housing that provides short-term to midterm assistance (generally between three to twelve months using a tenant-based **rental assistance** and supportive services to households experiencing homelessness.
- 2) RRH Program Eligibility: Homelessness
  - i. For both HUD funded CoC RRH projects and ADOH HTF RRH programs, households may meet categories 1 or 4 of the HUD Homeless Definition
- 3) Documentation of Income (See Rent Determination)
  - i. There is no income eligibility requirement for initial RRH assistance.
  - ii. Eligibility for CoC TH: The only TH units in the AZBOSCOG is a TH/RRH project. Therefore eligibility for TH units should be the same as for RRH projects.

## **B. Documentation of Eligibility**

1. Documentation of Homelessness
  - a. Documenting Homelessness: Required documentation for each homeless Category is described herein at: (See Table 1: Requirements for Documenting Homelessness or in or this [HUD Homeless Definition and Documentation At a Glance](#) for CoC programs). When determining eligibility, sub-recipient staff should be vigilant to document eligibility rather than rely on verbal communication with participant. Client self-declaration can be no more than ten (10%) percent of total contracted intakes.
  - b. Intake staff observations are only acceptable in the absence of third-party verification and must be confirmed and accompanied by written third-party verification no later than forty-five (45) days from initial intake.
  - c. Order of priority for documentation is:
    - 1) Third Party verification on letterhead dated and signed.
    - 2) Service provider staff (i.e., Case Manager, outreach staff etc.) literal observation of living conditions and homeless status described in case notes or letter, signed and dated. This also includes data in HMIS.
    - 3) Individual's self-declaration of living condition/homelessness. This may include family members or other personal references. This is limited to ten (10%) percent of the contract.

Table 1: Requirements for Documenting Homelessness

<p>For an individual or family sleeping in a place not designed for or used as a regular sleeping accommodation, including a car, park, abandoned building, bus or train station, airport, campground, etc.:</p>	<p>A signed and dated statement from agency staff/outreach worker or another identified third party, which state the applicant’s recent whereabouts describing in as much detail as possible location, dates and descriptions of places not meant for human habitation that individual(s) have slept. Must be on agency letterhead. As a last resort, self-certification is allowed.</p>
<p>For an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements including but not limited to emergency shelter, congregate shelters, hotels and motels paid for by charitable organizations or by government programs:</p>	<p>A letter from the shelter facility verifying the date(s) of entry and/or exit and that the applicant(s) currently resides there or a printout from the Homeless Management Information System (HMIS) showing recorded shelter stays. In addition, a written observation by the case manager or homeless outreach worker verifying that the applicant(s) is/are homeless. This document must be on agency letterhead and must be signed and dated by the author.</p>
<p>For an individual or family living in a transitional housing project:</p>	<p>A letter from the transitional project verifying the date of entry and current residence, and documentation that the applicant(s) was either in an emergency shelter or in a place not meant for human habitation immediately prior to entering the transitional project. This can consist of a letter from a shelter, on letterhead, an HMIS printout or if those are not available, a written observation of the applicant’s former street homelessness.</p>
<p>For an individual who is exiting an institution where he or she resided for ninety (90) days or less AND was residing in an emergency shelter or place not meant for human habitation immediately prior to entering the institution:</p>	<p>A written verification from the discharging institution’s staff, on agency letterhead that is signed and dated, stating that the applicant has been residing in the institution for less than ninety (90) days and is about to be discharged; and documentation that the applicant was either in an emergency shelter or a place not meant for human habitation immediately prior to the institutional facility. This can consist of a letter from a shelter, an HMIS printout or if those are not available, a written observation of the applicant’s former street homelessness.</p>
<p>For an individual fleeing or attempting to flee domestic violence:</p>	<p>A written verification from staff of an emergency domestic violence shelter, law enforcement records or self-certification.</p>



## 2. Documentation of Disability

Table 2: Requirements for Documenting a Disabling Condition

Disabling Condition	Documentation Required
A disability as defined by Section 223 of the Social Security Act.	Verification of benefits from the Social Security Administration.
<p>A physical, mental or emotional impairment, including an impairment caused by alcohol or drug use, post-traumatic stress disorder or brain injury which:</p> <ul style="list-style-type: none"> <li>• is expected to be of long-continued and indefinite duration;</li> <li>• substantially impedes an individual’s ability to live independently; and</li> <li>• could be improved by the provision of more suitable housing conditions.</li> </ul>	<p>Written statement from a qualified medical professional that:</p> <ul style="list-style-type: none"> <li>• identifies the physical, mental or emotional impairment;</li> <li>• explains why it is expected to be of long-continued or indefinite duration;</li> <li>• how it impedes the individual’s ability to live independently; and</li> <li>• explains how the individual’s ability to live independently could be improved by more suitable living conditions.</li> </ul>
Developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.	Written statement from a qualified medical professional that identifies a developmental disability.
AIDS or any conditions arising from the etiologic agency for Acquired Immunodeficiency Syndrome.	Written statement from a qualified medical professional that identifies AIDS or related conditions or Lab Result Report.

## 3. Documentation of Chronic Homelessness

Written intake procedures must follow the established priority order for obtaining evidence. Generally, this is the priority order for establishing a person's chronic homelessness status:

- a. **3rd-party documentation**
  - 1) **HMIS/comparable database record**, or
  - 2) Individual record of stay at emergency shelter, safe haven or from a street outreach contact, or
  - 3) **Written observation by an outreach or intake worker** of encounters with the individual or head of household that includes a description of the conditions where the individual or head of household was living or is currently living.
  - 4) Written observation by **community member** that has physically observed where the person or household was or is currently living (a written referral by another **housing/service provider** must also be included)
- b. Intake worker observation
  - 1) Written observation by outreach and/or intake worker of encounters with person/household (must include description of living conditions)
  - 2) **Self-certification\*** (written) by individual/head of household seeking assistance
  - 3) Does not need to be notarized

- 4) **Must** be signed by individual/head of household, and
- 5) Intake worker must still document living situation of individual/head of household seeking assistance, and
- 6) Intake worker must document all steps taken to higher order of priority evidence

*\*100% of all households served by a recipient can use self-certification to document periods of homelessness of up to 3 of the 12 months of homelessness. However, recordkeeping requirements provide that up to 25% of all households served by a recipient can use self-certification as documentation for the full period of homelessness in the rare instances where persons have been unsheltered and out of contact for long periods of time. Attempts to obtain third-party documentation and the reason(s) that documentation was not obtained must be documented. At least 75% of households served in an operating year must have 3rd party documentation for 9 of 12 months of homelessness and self-certification may be used for the remaining months.*

Situation	Documentation of Homelessness	<u>Documentation of Disability</u>
<p>Household is Chronically Homeless (12 Consecutive Months)</p>	<ul style="list-style-type: none"> <li>• HMIS record or record from a comparable database; or</li> <li>• Written observation by an outreach worker of the conditions where the individual was living; or</li> <li>• Written referral by another housing or service provider; or</li> <li>• Where the evidence above is unavailable, there must be a certification by the individual seeking assistance, accompanied by the intake worker’s documentation of the living situation and the steps taken to obtain the evidence listed above.</li> </ul> <p>If the head of household is currently staying in an institution where they have been for less than 90 days (and were in a shelter/street/safe haven immediately prior) their institutional stay can be documented by:</p> <ul style="list-style-type: none"> <li>• Discharge paperwork or written/oral referral from a social worker or appropriate official of the institutional facility, with start/end dates of program participant's residence, or</li> <li>• Where evidence above is unavailable, there must be a certification by the individual seeking assistance, accompanied by the intake worker’s documentation of the living situation and the steps taken to obtain the evidence listed above.</li> </ul>	<p>Documentation of the head of household’s disability, including:</p> <ul style="list-style-type: none"> <li>• Written verification of the disability from professional licensed by the state to diagnose and treat the disability;</li> <li>• Written verification from the Social Security Administration;</li> <li>• The receipt of a disability check (e.g., SSDI check or Veteran Disability Compensation);</li> <li>• Intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, accompanied by evidence above; or</li> <li>• Other documentation approved by HUD.</li> </ul>

Situation	Documentation of Homelessness	<u>Documentation of Disability</u>
<p>Household is Chronically Homeless (4+ Occasions totaling 12 months over three years) *</p> <p><i>*May include institution stays of &lt;90 days</i></p>	<ul style="list-style-type: none"> <li>• HMIS record or record from a comparable database; or</li> <li>• Written observation by an outreach worker of the conditions where the individual was living; or</li> <li>• Written referral by another housing or service provider; or</li> <li>• Discharge paperwork or written/oral referral from a social worker or appropriate official of the institutional facility, with start/end dates of program participant's residence (for institutional stays of less than 90 days)</li> <li>• Where the evidence above is unavailable, there must be a certification by the individual seeking assistance, accompanied by the intake worker's documentation of the living situation and the steps taken to obtain the evidence listed above.</li> </ul> <p><i>* Each separate occasion MUST be documented (minimum of three breaks). 100% of the breaks can be documented by self-report.</i></p>	

4. Requirements for Documenting Income for Eligibility (not rent determination)
 

Income eligibility is not required for AZBOSCOG HUD housing assistance or State HTF funded housing assistance programs. While not necessary for eligibility, households are required to contribute up to 30% of any household income towards their housing costs. Therefore income determination (including \$0 income), verification and documentation will be conducted in establishing household rent contribution. This process is described below in Chapter 4.
5. Sub-recipient Eligibility Documentation Requirements
  - a. Sub-recipients are responsible for verifying eligibility prior to program acceptance. HUD's regulations defining homelessness has created specific requirements for documenting the homelessness status of applicants.

- b. Expedited Eligibility: On an case by case basis, a Sub-recipient may elect to accept an applicant prior to securing all eligibility documentation with the following conditions:
  - 1) Expediting eligibility determination is necessary to ensure housing placement due to the applicant acuity, disability, incapacity or other complexities of the situation that make securing documentation difficult at placement.
  - 2) Sub-recipient has good faith verbal, 3<sup>rd</sup> party, HMIS or other documentation that applicant will be eligible once documentation is established.
  - 3) Sub-recipient will have 90 days from placement to work with the application/program recipient to document eligibility as required.
- c. All documentation of homelessness shall be kept in physical file by the sub-recipient for each household participating in the project as well as in HMIS.
  - 1) The documentation for homelessness, disabled and chronic status, income and other eligibility documentation will be kept in the client’s hard copy file as well as in HMIS.
    - i. On the HMIS Intake Form, all required questions shall be answered. The two (2) categories pertaining to eligibility of homeless status and disability are those under “Residence Prior To Project Entry” and “Disabilities.” The Intake Form shall be printed and placed in client’s file.
- d. Recertification: Sub-recipient is required to recertify all eligibility criteria other than homeless status for ongoing program participants at least once per year or upon notice of any change in a program participant’s status (i.e., income change).
- e. Accountability: Contract Specialists will review eligibility documentation as part of annual program monitoring and/or upon request of providers.
- f. Consequences of Lack of Documentation:
  - 1) Households accepted and placed into housing programs with incomplete or incorrect eligibility documentation may later be determined ineligible for assistance. If correct documentation is not provided in a reasonable time, the household may lose housing assistance and/or placement depending on program.

Sub-recipient’s compliance in following eligibility documentation may be used as a factor in determining CoC performance and objective scoring for purposes of project ranking, funding reallocation or other CoC consequence.

## CHAPTER 4: PRE-TENANCY PROCESSES: ACCEPTANCE AND HOUSING ASSISTANCE DETERMINATION

After receiving a referral for available housing assistance from a sub-recipient and the eligibility determination, participant may begin housing search (e.g., rental assistance), or unit selection (e.g., leasing or site based program). This section describes the processes related to: informing participants of their rights and options within the housing program; determining the housing assistance and options available; finding and selecting a unit, inspecting units for habitability and safety, and other processes related to securing a housing unit and subsidy.

### A. Acceptance and Briefing

1. When CE matches a participant from the BNL to a housing assistance program, they provide a referral to the sub-recipient/housing provider and notify the participant (and any designated supportive service provider approved by the participant)
2. Briefing: Sub-recipient will hold briefing with referred participants to review the following:
  - a. During the briefing, the sub-recipient staff shall inform the project applicant about all of the following items and provide written documentation where applicable:
    - 1) The obligations of all persons residing in the assisted household. (See [Attachment 5](#): “Housing Programs Household Obligations.”)
    - 2) The rights and responsibilities of landlords and/or owners.
    - 3) The policy for privacy of participant information.
    - 4) The general locations of the full range of areas in which the sub-recipient is able to execute lease contracts.
    - 5) How to find a suitable unit. (See [Attachment 6](#): “Tenant Information.”)
    - 6) Providers may want to consider providing a Landlord Packet to prospective landlords/ owners. (See [Attachment 7](#): “Owner Instructions.”)
    - 7) Information about the size of rental unit (number of bedrooms), who can reside in the unit and the amount of rent the participant should look for when seeking housing. (See Chapter 2, Section E: “Occupancy Standards.”)
    - 8) Information about computation of the total tenant payment and the HAP contract amount. (See [Attachment 9](#): “Rent Calculation.”) For further assistance in computing tenant rent see [Calculating Rent and Occupancy Charges](#). Completed rent calculation sheet shall be in the clients file.
    - 9) Federal, state and, where applicable, local Fair Housing Laws. The rights and remedies regarding housing discrimination will be explained. (See Chapter 1, Section F: “Fair Housing Policy.”) Arizona Attorney General’s Office hotline: (602) 542-5263 in Phoenix and (520) 628-6504 in Tucson. This link is for filing a Fair Housing complaint online:

[http://portal.hud.gov/hudportal/HUD?src=/topics/housing\\_discrimination](http://portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination)

- 10) Participant Search Process and Timing
  - i. The time period given the participant to locate a suitable unit is an initial thirty (30) day period with one (1) possible thirty (30) day extension.
  - ii. If sixty (60) days expire without locating a unit, the sub-recipient must hold a staffing which will include service provider staff and sub-recipient staff along with the applicant. With good cause as determined by the sub-recipient, time period may be extended for another thirty (30) days.
- 11) The applicant will be informed of and encouraged to access the Registered Sex Offenders website at [http://www.azdps.gov/Services/Sex\\_Offender/](http://www.azdps.gov/Services/Sex_Offender/) once they locate a unit.
  - b. All of the briefing topics identified above shall be documented in the client's file and reviewed at monitoring.
  - c. Briefing sessions may be held individually or in small groups and shall be conducted by sub-recipient staff. Visual aids will be used as necessary.
  - d. Each applicant will receive a briefing packet containing the appropriate documents.

#### **B. Client Documentation:**

1. In order to determine participant's housing need, assistance levels and other housing requirements, participants may have to provide documentation as follows.
2. Documentation of Income: While income is generally not a requirement of eligibility for housing assistance, income will be used to determine participant rent and assistance levels.
  - a. It is the applicant's responsibility to provide adequate income documentation, whether at first-time lease up or at annual assessment, with the assistance of the case manager as needed. Applicants are required by law (24 CFR Sec. 582.310) to provide all such documentation as a condition of participation in the CoC programs.
  - b. *Annual income (24 CFR §578.103(a)(7)(i))*. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the recipient or sub-recipient must keep the following documentation of annual income:
    - 1) Income evaluation form specified by HUD and completed by the recipient or sub-recipient; and
    - 2) Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
    - 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the

written certification by the recipient's or sub-recipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

- 4) To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.
  - i. All applicants may be required to submit to the sub-recipient a copy of their most recent federal income tax form.
  - ii. If more than sixty (60) days have passed between the time information was verified and the applicant briefing, it may be necessary to re-verify household income and expense information.
  - iii. If the household's income is zero, verification is still required by checking with DES Unemployment Insurance office and having the client sign a statement. (See [Attachment 4](#)).
  - iv. Sub-recipients will be responsible for maintaining documentation of income in HMIS and in participants housing file. Sub-recipients will include policies and procedures for collecting and maintaining all necessary income documentation in their agency program/housing operating and program manuals.
- c. Verification of Household Information and Composition
  - 1) The applicant shall complete, sign and date all additional required forms at the briefing. In addition, all other adult household members shall sign all required forms.
  - 2) Identification documents must be submitted for all household members. A valid driver's license or other acceptable picture identification (i.e., a state-issued non-driver identification or military identification) shall be submitted for all members who are eighteen (18) years of age or older; picture identification for children under eighteen (18) should be submitted if available. Birth certificates must be submitted for all children under the age of eighteen (18). Copies shall be placed in the applicant's file.
  - 3) Applicants and family members must submit documentation of their complete and accurate Social Security numbers, a Social Security card or a letter from the federal Social Security Administration indicating the applicant's number. This requirement includes subsequent declaration in instances where a household adds a new member. Families currently receiving rental assistance payments must disclose information on additional household members at annual assessment time.
  - 4) Applicants who are divorced or separated and claim to have custody of minor dependent children may be required to provide a copy of their divorce decree or



most recent court-approved child custody documents. Applicants who have custody of minor children at least fifty percent (50%) of the time may qualify for a larger size unit. For children returning home, the sub-recipient will require a letter with the child or children's names that are returning home and the date they will be returning.

### C. Occupancy Standards

1. Sub-recipients may use Section 8 Occupancy Standards or use the following table for determining unit size:

Rental Assisted Unit Bedroom Size	Number of Persons	
	<i>Minimum</i>	<i>Maximum</i>
0	1	2
1	1	3
2	2	5
3	3	7
4	5	9

In addition, the family composition shall be taken into account and the bedroom size listed based on the following:

# of bedrooms	Family Composition
0	One (1) adult or two (2) adults (couple)
1	One (1) adult or two (2) adults (couple)
2	Two (2) adults of the same or opposite sex living together in a non-conjugal relationship
2	One (1) adult and one (1) child
2	Two (2) adults (couple) and one (1) child
2	One (1) adult and two (2) same-sex children
2	One (1) adult or a couple and two (2) opposite sex children, both under six (6) years of age
3	One (1) adult or a couple and two (2) opposite sex children when one (1) child is at least six (6) years of age
3	One (1) adult or a couple and three (3) same sex children or opposite sex children all under six (6) years of age
3	One (1) adult or a couple and four (4) children (either all of the same sex or any combination where two (2) children of the opposite sex will not share a bedroom unless both are under the age of six (6) years)
4	One (1) adult or a couple and four (4) children, three (3) of the same sex and one (1) of the opposite sex, when all children are at least six (6) years of age

# of bedrooms	Family Composition
4	One (1) adult or a couple and any five (5) to seven (7) children, providing children do not have to share a bedroom with the parent(s) <u>or</u> with a child of the opposite sex when either is over the age of six (6) years

Requests for exceptions because of health needs or other circumstances shall be considered by the SND Administrator on a case-by-case basis and must be accompanied by appropriate documentation, such as a doctor's statement.

#### D. Determination of Rent and Subsidy

1. PSH: RENT REASONABLENESS AND FMR
  - a. Leasing (FMR Required) Units in leasing programs may never exceed FMRs. (See Chapter 2, Section J: "Lease Approval" "*Leasing Rent Limits for Units.*")
  - b. TBRA (Rent Reasonableness) (See [Attachment 12](#): "Rent Reasonableness Checklist and Certification.")
    - 1) It is required that all rents for scattered site units are "reasonable." Sub-recipients shall determine whether the rent being charged for an assisted unit is:
      - i. reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
      - ii. not more than rents currently being charged by the same owner for comparable unassisted units.
    - 2) In general ADOH Housing programs including CoC and HTF funding housing programs allow housing assistance up to the HUD established FMR for the geographic region and unit size in which the unit is located. Rents within the FMR are considered reasonable.
      - i. The rent for an assisted unit may not exceed the reasonable rent for that area even if FMR is higher.
    - 3) It is imperative all sub-recipients be in possession of the most recent FMR data. HUD's FMR data is updated annually and is found at <https://www.huduser.gov/portal/datasets/fmr.html>, and clicking on the current "Individual Area Final FY<year> FMR Documentation" link.
    - 4) ADOH may approve TBRA up to 20% above FMR if reasonable for the housing market upon request by sub-recipient. It is important to note that even if assistance in excess of the FMR is permitted, CoC sub-recipients must still provide HUD Notice of Funding Opportunity (NOFO)/Contracted units within allocated funding.
    - 5) Sub-recipients shall conduct an initial rent reasonableness survey and an annual rent reasonableness survey on units rented by project participants thereafter.
    - 6) A sample form showing a suggested rent reasonableness certification and checklist to document a rent reasonableness determination is included in this Housing

Manual. (See [Attachment 12](#): “Rent Reasonableness Checklist and Certification.”) Sub-recipients are not required to use these specific forms, but some form of documentation comparing the same items must be kept in each file or on site and available to ADOH SND staff upon request. Sub-recipients must show at least three (3) comparable units to determine whether the proposed unit is reasonable.

- c. Duplication of Benefits: In all rent determination evaluations, sub-recipient staff must review all provided documentation to ensure no duplication of CoC or HTF housing benefits with other housing assistance resources, especially from other Federal or State programs. Funding from other Federal or state program may only cover housing related expenses or activities not covered by CoC or State funding.

## E. Security Deposits

1. The initial security deposit for the participant will be paid by the sub-recipient. ADOH SND Housing Programs will not pay security deposits in excess of one and one-half (1-½) months’ rent. ADOH will not pay pet deposits unless related to designated service animals.
2. HOPWA TBRA allows additional fees to be paid such as application fee, credit checks, rent or utility arrears, mediation services and initial payment for renters insurance, under PHP. However, security deposits are program funds that must be returned to the program when the assisted tenant leaves the unit to be used to further program purposes. Programs must maintain a record of all security deposits. Good faith effort must be made to recover program funds upon the departure of the beneficiary from the unit.
3. When the participant moves out of the rental unit, the landlord/owner, subject to state and/or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts, the participant owes under the lease.
4. Within fourteen (14) days, excluding Saturdays, Sundays, or other legal holidays, after termination of the tenancy and delivery of possession and demand by the participant, the landlord/owner shall provide the sub-recipient an itemized list of all deductions together with the amount due and payable to the sub-recipient, if any. Returned security deposit funds may be used for the participant on another unit, or in the event the participant leaves the project, the funds stay with the project.
5. Subsequent security deposits must be paid by the participant. ADOH SND may authorize payment of additional security deposits under exceptional circumstances (i.e., forced to move due to domestic violence, etc.); where such circumstances may exist, the sub-recipient staff must contact ADOH SND staff for authorization.

**F. Calculating Tenant Income for Subsidy Determination: PSH**

1. *Occupancy agreements and leases.* Recipients and sub-recipients must have signed occupancy agreements or leases (or subleases) with program participants residing in housing in order to provide rent assistance/subsidies.
2. Each program participant on whose behalf rental assistance payments are made must pay a contribution toward rent in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 ([42 U.S.C. 1437a\(a\)\(1\)](#)). Occupancy charges may not exceed:
  - a. 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);
  - b. 10 percent of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.
3. *Income.* Income must be calculated in accordance with [24 CFR 5.609](#) and [24 CFR 5.611\(a\)](#). Recipients and sub-recipients must examine a program participant's income initially, and if there is a change in family composition (e.g., birth of a child) or a decrease in the resident's income during the year, the resident may request an interim reexamination, and the occupancy charge will be adjusted accordingly.
  - a. *Verification.* As a condition of participation in the program, each program participant must agree to supply the information or documentation necessary to verify the program participant's income. Program participants must provide the recipient or sub-recipient with information at any time regarding changes in income or other circumstances that may result in changes to a program participant's contribution toward the rental payment.

**G. RRH Rent Determination**

1. Overall RRH rent for an approved unit must be reasonable (see above).
2. For RRH participants, partial payment of rent is mandatory when income exceeds zero. Program Participants with income will be required to contribute at least 30% of any income towards their housing costs. If this amount exceeds the unit rental cost, participant subsidy may be zero although household may still receive supportive service or other program supports as necessary.
  - a. Proof of income needs to be verified and documented regardless of if the income is zero.
  - b. Sub-recipient will be responsible for assessing program participant income and shall complete a duplication of benefits analysis at intake.

3. Financial housing assistance will be determined based on a comprehensive individualized housing case plan, which will include location preferences, income and expense budget, and payment of rent calculations. Please see table below as the guideline for client rent contributions. (See Table II: Rent Calculation) NOTE: Any exception to this guideline will need to have written approval from the Contract Specialist in the file.
  - a. It is the goal of the RRH program to provide as limited duration of assistance as is necessary to assist the household in maintaining permanent housing on their own including rent payment. To this end, duration of assistance is based on the case plan and determination of the case manager in consultation with the household. Households are not guaranteed a minimum length of subsidy and the maximum length of assistance is 24 months.
    - 1) In addition, a household may be assisted in a RRH program again if the household experiences homelessness. Participation shall not exceed 24 months within three years and the local provider has the discretion to determine the maximum number of times assistance may be provided as long as it does not exceed 24 months of assistance in three years.

TABLE 2: RRH Participant Rent Calculation

1-3 Months	4-6 Months	7-9 Months	10-12 Months	12 + Months
0-30% of rent	30% of rent	50% of rent	100% of rent	Re-Evaluation and w/ ADOH approval based on case plan.

## H. Utility Allowance

1. Utility allowance may be included in determining households total rents as follows:
  - a. *If operating a Rental Assistance Project, the following applies:*
    - 1) If utilities are not included in the lease, utility allowances are calculated by the sub-recipient as described below. For most households the utility allowance is given by deducting the allowance from the amount of rent the household owes each month. In some cases, a utility reimbursement will be owed to the participating household. Such reimbursements are paid directly to the utility provider of the participant’s choice. (See 3 below.)
  - b. To determine the appropriate utility allowance, the sub-recipient may obtain utility allowance schedules for their area from the local Public Housing Authority. (See [Attachment 22](#): “Allowances for Tenant-Furnished Utilities and Other Services.”) The appropriate utility allowance schedule will be selected for each client based on the utilities in the unit and the trash removal services in each area.

- c. It is essential that sub-recipients obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority.
  - d. Utility reimbursements are paid directly to utility providers. Participants must select the utility provider to receive the payment. This information must be provided by the participant in writing, along with a copy of their most current utility bill. (See [Attachment 23](#): “Utility Reimbursement Payment Form.”) This information shall be collected from the participant when the Lease Agreement or HAP is executed and each year at annual assessment. However, it is important for sub-recipients to note that leasing dollars may not be used to pay for utilities unless the rent calculation results in the negative, which creates a “utility reimbursement.”
  - e. When documenting the information above, sub-recipient staff should also ensure that the utilities account in question is in the name of an adult living in the assisted household.
2. For TBRA Projects
    - a. Rental is focused on the participant and is defined as the provision of rental assistance to provide transitional or permanent housing to eligible persons. Through rental assistance, sub-recipients help make housing affordable for program participants. The sub-recipient uses CoC program funds to pay the difference between the contract rent of a unit and the participant’s contribution toward rent.

## I. Housing Inspection Standards

(Note: There is no longer a HQS COVID 19 Waiver)

1. HQS or Habitability Inspection: CoC unit, HTF or HOPWA TBRA approved for leasing or rental assistance payments, must conform to either the HQS set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form or the UPCS Physical Condition Standards (24 CFR Part 5 subpart G and 200 subpart P.) A trained UPCS or HQS inspector must conduct inspections for CoC or HTF units.
  - a. Sub-recipient must include documentation of pre-lease inspection by qualified inspector.
  - b. HOPWA STRMU unit approved for rental assistance payments must conform to the Habitability Standards set forth in the Code of Federal Regulations and outlined in the Habitability Inspection Form. (See [Attachment 11](#): “Housing Habitability Standards Inspection Checklist.”)
2. Lead Based Paint: Sub-recipient will be responsible for ensuring that all CoC housing leased or supported by CoC or HTF program funds (whether tenant based rental assistance or leasing) comply with Federal Lead Based Paint requirements (24 CFR Part 35) including notifying program participants, securing disclosure, and maintaining all related documentation.

- a. A Lead Safe Housing Requirements Screening Worksheet (See Attachment 8.1) must be filled out prior to move-in and be in every participant's file. Sub-recipient should also complete determination if child under the age of six (6) will be occupying the unit.
- b. Applicability: Lead Based Paint disclosures must be provided to all households in units built prior to 1978 or those that are occupied or can be occupied by children under the age of 6 years old.
- c. Disclosure from Lessor must include and addendum/disclosure form that includes:
  - 1) Lead Warning Statement: *"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."*
  - 2) A statement by the lessor either:
    - i. Certifying the unit, common areas, and exterior have been found to be free of lead based paint by a certified inspector
    - ii. Disclosing the presence of known lead-based paint, and/or hazard in the unit to be leased, or;
    - iii. Indicating no knowledge of the presence of lead-based paint and/or hazards.
  - 3) The lessor must also disclose any additional information and detail regarding any known lead based paints or hazards
  - 4) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
  - 5) A statement by the lessee affirming receipt of the information set out in [paragraphs \(b\)\(2\) and \(b\)\(3\)](#) of this section and the lead hazard information pamphlet required under [15 U.S.C. 2686](#).
    - i. Sub-recipient must ensure head of household is provided HUD publication, "Protect Your Family from Lead in Your Home." A required pamphlet from the EPA that must be included when lead based paint could be an issue at: <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>. This site also offers the pamphlet in other languages if needed.
  - 6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.
  - 7) A template disclosure form is available at Attachment XXX
  - 8) The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under [paragraph \(b\)](#) of this section for no less than 3 years from the commencement of the leasing period.



- i. As part of HQS or habitability inspection, inspector should do visual inspection and document lead based paint risks.
  - ii. If sub-recipient is notified of a child under six (6) identified with an elevated blood lead level (EBLL), the sub recipient will notify HUD, ADOH and the County Public Health Department within five business days.
  - iii. Sub-recipients shall coordinate with the local county health department with regards to sharing data about children's EBL. See [Attachment 8.2](#) to further understand what pathways exist under the HIPAA Privacy Rule to enable data exchange between a local health department and a HUD-supported housing program.
  - iv. Sub-recipient will work to ensure lessor completes all lead based paint reduction/remediation or repairs and passes any required follow up inspections.
3. Remedies for Inspections
  - a. Prior to execution of the Housing Assistance Payments contract or lease/occupancy agreement, the unit will be inspected and the results documented on the Inspection Checklist for tenant-based assistance. If deficiencies are found, the landlord/owner shall be required to correct all deficiencies prior to execution of the Housing Assistance Payments contract. In some instances, the landlord may be the sub-recipient.
  - b. On initial inspection, the sub-recipient has the right to fail a unit if they feel the landlord/ owner will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. The sub-recipient will notify the landlord/owner in writing that the unit has been rejected and that the project participant will be seeking another unit.
  - c. Each unit shall be inspected annually, at a minimum. If deficiencies are found, the landlord/ owner and participant shall be informed in writing by the sub-recipient. The landlord/owner is responsible for completing all necessary repairs within thirty (30) days, as stated on the notice. All units failing inspection will be re-inspected to determine compliance. If a unit does not meet the appropriate standards within the timeframe set out on the Notice of Violation, Housing Assistance Payments may be withheld on the first day of the following month. If the required repairs are not completed within the next thirty (30) days, the Housing Assistance Payments contract may terminate immediately. When Housing Assistance Payments are withheld, both the landlord/owner and the participant are notified in writing. This notification will inform both of the possibility of contract termination.
  - d. Quality control inspections of participant units may be conducted by the ADOH SND staff.



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## J. Leases (Rental Assistance) and/or Subleases and HAP (Leasing) Approval Execution for Scattered Site TBRA Programs

1. In a rental assistance program including RRH, tenants must have a lease, a legal contract between the participant and the landlord/owner. In a leasing program, the sub-recipient has a Master Lease with the landlord/owner for the unit(s). The sub-recipient subsequently has a Housing Assistance Plan/Sublease, a legal contract, between the sub-recipient and the tenant. The lease and HAP/Sublease shall be reviewed by ADOH SND staff during annual monitoring.
  - a. At minimum all leases and HAP/subleases must include the following terms:
    - 1) Initial Term must be at least 1 year in duration
    - 2) Automatically renewable for terms that are minimum of one month long (except with prior notice by either party)
    - 3) Terminable only for cause
    - 4) Must include VAWA Amendments
    - 5) Must include Lead Based Paint Addendums
    - 6) Lease/Sublease should also include the following terms:
      - 1) Name of the parties to the lease
      - 2) Monthly rent to be paid
      - 3) Description of the property to be leased
      - 4) Utilities and other amenities included/covered in the lease
  - b. In leasing Programs, Master Lease and Sub recipient Agreements must also meet the lease standards defined here.
2. When the participant has located a suitable unit, the executed Request for Tenancy Approval and a copy of the proposed lease shall be submitted to the sub-recipient. (See [Attachment 13](#): "Request for Tenancy Approval" and [Attachments 14A](#): "Arizona Residential Lease Agreement" and [14B](#): "Arizona Multi-housing Association Apartment Rental Agreement.") Project information shall be provided upon request to every landlord/owner submitting a Request for Tenancy Approval. Additionally, sub-recipient staff is available for consultation.
3. No new Housing Assistance Payments contract or lease will be effective until the unit is inspected and meets the appropriate standard. Inspection reports must be completed and filed. (See Chapter 2, Section G: "Housing Inspection Standards.")
4. No new Housing Assistance Payments contract or lease will be effective until a rent reasonableness survey and certification is conducted for the new unit. (See Chapter 2, Section H: "Rent Reasonableness.") No increase in contract rent will be effective until a rent reasonableness survey and certification is conducted for the unit.
5. The sub-recipient's determination shall be submitted in writing to the landlord/owner and the participant will be contacted within no more than ten (10) working days of receipt of the Request for Tenancy Approval, providing the unit is available for the initial inspection

when the Request for Tenancy Approval is submitted. In cases where the unit is NOT immediately available for inspection, the sub-recipient's determination shall be made within ten (10) days after the sub-recipient is notified the unit is available for inspection.

6. If the tenancy is approved, the appropriate Lease and Housing Assistance Payments contracts shall be executed between the sub-recipient and the landlord/owner. (See [Attachment 15](#): "Housing Assistance Payments Contract.") Prior to the execution of the lease, the sub-recipient must review the lease to ensure that its provisions do not conflict with this Housing Manual or with any program rules and are in the best interest of the participant. Such prohibited conflicts include *but are not* limited to:
  - a. the Lease shall not allow a participant to work for the landlord/owner in exchange for rent;
  - b. the Lease shall not be in effect for longer than twelve (12) months (initial lease must be for twelve (12) months and may transfer to month to month after this first year);
  - b. the participant shall pay up to one and a half month's rent as a security deposit;
  - c. the participant shall not be held liable for the cost of repairing ordinary "wear and tear" to the rental property;
  - d. the landlord/owner shall abide by federal, state and local fair housing laws; and
  - e. the landlord/owner may initiate legal eviction proceedings based on violation of the terms of the Lease.
7. No participant shall move into a unit without a signed HAP contract and lease on file.
8. For units currently under contract, payments by the sub-recipient to the landlord/owner shall be mailed on the first business day of each month. For units coming into the project, prorated rent, calculated from date of move in, will be paid by the sub-recipient in accordance with lease requirements and after the Housing Assistance Payments contract is executed.
9. Tenant Leases, sub-recipient master leases and sub-leases/HAP agreements shall be reviewed for compliance by ADOH SND staff during annual monitoring

## CHAPTER 5: TENANCY REQUIREMENTS AND OCCUPANCY

Once rent is paid and lease executed, member/tenant is entitled to the privacy and peaceful enjoyment of the lease property. The member must comply with the Tenant obligations and duties described in the Arizona Residential Landlord Tenant Act (ARLTA – ARS 33, Chapter 10). These obligations should be covered by the sub-recipient in pre-tenancy briefings or meetings and communicated and supported by any supportive service providers assisting the tenant with appropriate permission from the tenant. Key tenant duties include but are not limited to:

- compliance with all defined lease terms;
- maintaining the unit in a reasonably clean and appropriate manner and avoiding damage to the unit;
- reporting any maintenance items to the landlord for repair in a timely manner;
- compliance with property rules related to the use of the property's public or common areas (including non-smoking policies).
- providing reasonable access to the landlord when proper notice is provided for repair, maintenance or necessary inspections;
- avoiding behavior that would interfere with the peaceful enjoyment of other tenants;
- do not partake in, or conduct illegal activities within the leased premises or grounds; and,
- ensure that any guests or individuals in control of the member, do not violate these standards.

This section describes other ongoing obligations duties and responsibilities related to the ongoing tenancy and occupancy of the unit.

### A. Required Annual and Interim Assessments

With the expiration of the HUD waiver period on HQS inspections, each program needs to turn in a plan on how they will get back on track for annual HQS/Habitability inspections.

1. Annual assessment is a required annual verification for current participants and must be completed within thirty (30) days of the participant's anniversary of project participation.
  - a. household income;
  - b. household composition;
  - c. consideration of service needs;
  - d. ROI form;
  - e. HMIS Client Acknowledgement Form;
  - f. project agreement;
  - g. Participant Satisfaction Survey (to be returned to ADOH SND);
  - h. continuing HQS/UPCS compliance; and
  - i. rental documents.

The amount of rent a project participant pays toward their contract rent may be increased or decreased as a result of changes documented by the assessment process.

2. An interim assessment is a verification of changes in income or composition reported to the sub-recipient by the project participant. Such changes must be reported to the sub-recipient office in writing within thirty (30) days of the change and must include the signature of the participant. Interim assessments shall be conducted at any time such changes are reported if it would increase the participant's rent by fifty dollars (\$50.00) or more or if it decreases the participant's rent. Interim assessments do not require a new HQS/UPCS/habitability inspection.
3. Documentation of household income, household composition, the extent of medical or other allowable household expenses and on-going case management shall be obtained/maintained in writing by the sub-recipient. (See [Attachment 17](#): "Continuum of Care Recertification Form.") Sub-recipient staff shall make an appropriate determination as to the new amount, if applicable, of the total tenant payment and the amount of the Housing Assistance Payment, if applicable, all in accordance with the schedules and procedures established by the Code of Federal Regulations.
4. Assets will be verified in same manner as when the participant entered the project. Written documentation of case management may be obtained by contacting the case manager of record.
5. All participant rental units shall be inspected by a qualified housing inspector as part of the annual assessment process to ensure that HQS/UPCS/Habitability continue to be met. (See [Attachment 18](#): "Recertification and Inspection Notice Letter.") Participants shall be notified in writing on the impending assessment and inspection at least thirty (30) days in advance.
6. Households reporting the addition of a household member shall provide identification documentation for the new member. The new household member must sign a certification if they have not been assigned a Social Security Number. If the new household member is under the age of eighteen (18), his or her parent or guardian must execute the certification. If the new household member who has signed a certification form obtains a Social Security Number, the number must be disclosed as soon as it is given to the new household member.
7. The sub-recipient may use other official documents that contain the Social Security Number as a method of securing social security information.
8. During the assessment process, the sub-recipient shall provide the participant with a Participant Satisfaction Survey. (See [Attachment 19](#): "Participant Satisfaction Survey.") Each participant should be asked to fill out this optional survey document and return it to the sub-recipient or its representative in a pre-addressed envelope (to protect confidentiality of the survey). Sub-recipient staff should then forward completed surveys by mail or fax to ADOH SND.

## B. Termination of Rental Assistance

1. The sub-recipient may terminate rental assistance payments in accordance with federal regulations, ADOH Housing policies, the Housing Assistance Payment contract and Household Obligations. All participants must be given the opportunity to attend a hearing on the matter before rental assistance can be terminated. (See [Attachment 20](#): “Notice of Termination of Rental Assistance Letter”; Chapter 3, Section A: “Informal Review”; and Chapter 3, Section B: “Formal Review.”)
2. **The sub-recipient shall not terminate a project participant from rental assistance without prior written approval from ADOH SND after receiving an explanation regarding the circumstances along with all attempts that have been made to resolve this situation.** This may be by e-mail.
3. Participants may voluntarily terminate their own participation in a project. (See [Attachment 21](#): “Program/Lease Voluntary Termination Letter.”)
  - a. If the participant wishes to terminate their participation in the project but continue living in the same rental unit under the same lease and pay their own rent, the participant need only inform the sub-recipient in writing that they wish to terminate rental assistance.
  - b. If the participant wishes to terminate their participation in the project and vacate the current rental unit, they must do so in accordance with the lease document. They must advise the sub-recipient and the landlord/owner in writing of their intention to do so at least thirty (30) days prior to vacating the unit.

## C. Termination of Lease and Moving

During the initial twelve (12) month period of project participation, the participant may not move. After the initial twelve (12) month period, the household may not move more often than one (1) time per year. In such cases, the participant must provide written documentation of his/her need to move, including statements from doctors, employers or school counselors. If the participant asks to move in the middle of any lease term, permission may be granted only with a written statement from the landlord/owner releasing the participant from the lease. Under certain circumstances involving, for example, health, employment needs or education, ADOH SND may waive these limitations.

## D. Eviction

The landlord/owner may evict the participant household from the contracted unit only by instituting a court action. The landlord/owner must notify the sub-recipient in writing of the commencement of procedures for termination of tenancy at the same time that the landlord/owner gives notice to the participant under state or local law. Eviction does not equal termination

from the housing rental project. Final termination from the housing rental project may only be approved by ADOH SND. This also applies when the sub-recipient is the landlord/ owner.

In accordance with the VAWA, a participant or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting, removing, or otherwise penalizing a victim who is a lawful participant or occupant. The victim has sixty (60) days by which he/she may establish eligibility for the project. If the victim cannot establish eligibility, the sub-recipient and landlord/owner must give the victim thirty (30) additional days to find housing or establish eligibility under another covered housing program. (The Violence Against Women Reauthorization Act of 2013: Overview of Applicability to HUD Programs [Docket No. FR-5720-N-01 see:

<https://www.hud.gov/sites/documents/VAWA2013.PDF>]

Federal Register, Vol. 78, No. 151, August 6, 2013 see

<https://www.govinfo.gov/content/pkg/FR-2013-08-06/pdf/2013-18920.pdf>).

#### **E. Family Break-up (Divorce, Death, Long-term Incarceration, or Institutionalization)**

1. When a participant's household separates, the rental assistance remains with the eligible participant (i.e., the person receiving rental assistance through the sub-recipient). Participants may be asked to move to a smaller unit to reflect occupancy standards.
2. If the participant member of the household dies or is incarcerated or institutionalized for more than ninety (90) days, starting on the ninety-first (91<sup>st</sup>) day, the remaining family members have sixty (60) days by which to establish eligibility for the project. If the family cannot establish eligibility, the sub-recipient and landlord/owner must give the family thirty (30) additional days to find housing or until the end of the lease term, whichever is longer, but not exceeding one year, or establish eligibility under another covered housing program.

Final termination of rental assistance may only be approved by ADOH SND.

#### **F. Retention of Assistance**

For vacated units, the interim rule provides that assistance may continue for a maximum of thirty (30) days from the end of the month in which the unit was vacated, unless the unit is occupied by another eligible person. If the household participant is absent (i.e., in jail, in the hospital) from the unit for more than ninety (90) consecutive days, rental assistance payments will terminate. Absence from the unit means no family member listed on the lease is living there. Final termination of rental assistance may only be approved by ADOH SND. The participant's rent portion must be paid during absence.

## G. Landlord/Owner Participation

1. Landlords/owners are required to provide the following in writing prior to execution of the HAP:
  - a. proof of ownership;
  - b. name, address, and telephone number;
  - c. name(s) of agents or managers who are authorized to act in their behalf and/or sign documents;
  - d. tax ID or Social Security Number; (W-9) and
  - b. corporate status.
2. As provided in 24 CFR Section 982.306, the sub-recipient may not approve a unit if the landlord/owner:
  - a. is known to have violated obligations under a HAP;
  - b. has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
  - c. has engaged in any drug-related criminal activity or any violent criminal activity;
  - d. has a history or practice of non-compliance with the HQS for units leased under the tenant based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
  - e. has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that:
    - 1) threatens the right to peaceful enjoyment of the premises by other residents;
    - 2) threatens the health or safety of other residents, of employees or contractors of the sub-recipient or of employees of the landlord/owner or other persons engaged in management of the housing;
    - 3) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
    - 4) is involved in any drug-related criminal activity or violent criminal activity;
  - f. has a history or practice of renting units that fail to meet state or local housing codes;  
or
  - g. has not paid state or local real estate taxes, fines or assessments.

For purposes of this section, “landlord/owner” includes a principal or other interested party.

3. Listing an applicant on the wait list or selecting an applicant for participation in the project is not representation by ADOH or the sub-recipient to any landlord/owner about the applicant or the applicant's household members' expected behavior or their suitability for tenancy. Landlords/owners are permitted to screen applicants based on their tenancy

histories. A landlord/owner may consider the applicant's background with respect to such factors as:

- a. payment of rent and utility bills;
- b. caring for a unit and premises;
- c. respecting the rights of others to the peaceful enjoyment of their housing;
- d. drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
- e. compliance with other essential conditions of tenancy.

Landlord/owner must comply with Fair Housing and Arizona Landlord Tenant Law.

4. In accordance with the Code of Federal Regulations, the sub-recipient may give the landlord/owner the following information about an applicant:
  - a. name and address (as shown in the sub-recipient's records); and
  - b. the name and address of the landlord/owner at the applicant's current and prior address, if applicable.

#### **H. Adjustments of Tenant Rent**

When a household's income increases or decreases, the participant rent shall be adjusted if increase in rent paid is more than \$50.00 or if income decreases. The increase adjustment shall be effective the first day of the second month following the date of the increase. (For example, if the increase is effective January 20<sup>th</sup>, the effective date would be March 1<sup>st</sup>.) The decrease adjustment shall be effective the first day of the month following the date the income change was reported by the family. The adjustment must be completed immediately if income decreases. The "date reported by the family" is the date the family completed the Report of Change in Household Composition or Income Form and all verification forms required by ADOH Housing. Adjustments of participant rent shall be made in accordance with assessment procedures.



## CHAPTER 6: PARTICIPANT REVIEW PROCESS

### A. Informal Review

1. A sub-recipient shall conduct an informal review (staffing) when a participant is experiencing problems relating to their rental unit, support services or outside causes.
2. The informal review will involve at a minimum the participant, the participant's case manager and a sub-recipient staff person. The meeting may be conducted in person or by telephone.
3. Sub-recipient staff shall be responsible for documenting the informal review. (See [Attachment 24](#): "Review Documentation Form.")

### B. Formal Review

1. If a participant's rental assistance is subject to termination because of violations described in Chapter 2, Section J: "Termination of Rental Assistance", the participant must be offered due process in the form of a formal review before termination. The sub-recipient has responsibility for scheduling the formal review, notifying all parties and documenting the proceedings of the formal review. (See [Attachment 20](#): "Notice of Termination of Rental Assistance Letter" and [Attachment 24](#): "Review Documentation Form.")
2. The final decision at this level must be made by someone in a supervisory position to the sub-recipient staff making the initial determination.
3. The participant may be represented by legal counsel or other representative at his or her own expense.
4. Prior to termination from the project, **ADOH SND staff must approve the termination in writing after receiving an explanation regarding the circumstances along with all attempts that have been made to resolve this situation.** This may be by e-mail.

## CHAPTER 7: PROJECT REPORTING

### A. Project Monitoring and Evaluation

The sub-recipient will be monitored annually by ADOH SND. The review will be scheduled in advance on a date that is mutually agreed upon and ADOH SND shall send confirmation in writing. The review may result in more than one (1) visit depending on the outcome of the initial report.

ADOH SND staff typically review sub-recipients in the following areas (See Attachments 25 [A](#) or [B](#)):

1. Compliance with the policies set forth in this Housing Manual, including but not limited to:
  - a. accuracy of participant rent calculations and payments;
  - b. conducting Rent Reasonableness surveys;
  - c. maintenance of accurate, organized and accessible participant records;
2. Compliance with the terms of the sub-recipient's ADOH contract, including but not limited to:
  - a. timely entry of participant data in the sub-recipient's HMIS;
  - b. maintenance of staff time sheets documenting the amount of time spent on housing project activities;
  - c. meeting HUD goals; and
  - d. financial management.
1. Compliance with local, state, and federal fair housing laws and ordinances.
2. Compliance with HUD requirements, **including conflict of interest requirements**
3. Compliance with HUD requirements on participation of homeless or formerly homeless individuals on the agency board or equivalent policymaking entity and in developing project components.
4. Compliance with HUD Data Standards, which can be found at:

<https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> and the HMIS Policies and Procedures adopted by the AZBOSCOC available on the ADOH website at:

<https://housing.az.gov/sites/default/files/documents/files/HMIS-Policies%26Procedures-9-2021.pdf>

A written report of the review shall be completed by ADOH SND staff and mailed within thirty (30) days of the review to all involved parties, which may include executive level staff and/or the Board President of the sub-recipient.

If a response is required, it must be received by ADOH SND within thirty (30) days of the date of the report.

## **B. Homeless Management Information System (HMIS)**

HMIS is a database for homelessness information maintained by each CoC in the state.

By contract with ADOH, all sub-recipients are obligated to enter client data into the HMIS on a continual basis as defined by the Data Quality Plan and the AZBOSCOG HMIS Policies and Procedures Manual as well as participating in the HMIS Committee. The sub-recipient shall be called upon to pull participant data in order to assist ADOH SND in the production of HUD APRs and strategic planning. Sub-recipients will comply with all HMIS governance, along with policies and procedures.

Sub-recipients shall maintain a HMIS Data Completeness Report (Agency Report Card) grade of an A (ninety-eight percent (98%)) throughout the term of the contract.

An HMIS-produced APR is used to generate an 0640 Data Quality Report which is used to complete Attachment B as specified in the contract and submitted to appropriate Contract Specialist bi-monthly.

## **C. Financial Management**

Sub-recipients are responsible for mailing ongoing monthly rent or HAP checks?? to landlords/ owners and utility companies in a timely manner. Sub-recipients are also responsible for submitting to ADOH monthly RFP for rent, completed Rent Roll showing: participants HMIS number, address, move in/out date, number of occupants and bedrooms, county FMR, rent, utilities, security deposits, client's portion of rent and notes if needed. Back up support shall include administrative fees, completed Support Services documentation (if it is a contracted activity), match (if required), receipts for client support and all other payment adjustments in a timely manner.

RFP Forms (with accompanying supporting documentation above) are to be submitted through the Special Needs Portal on the ADOH website:

<https://housing.az.gov/portals/document-upload-portals/special-needs-portal>.

For specific questions about monthly invoice processing, sub-recipient staff should contact their ADOH Program Specialist.

## ATTACHMENTS

<a href="#">Attachment 0A:</a>	HMIS Intake Form (printed and in file) showing homeless status <b>(Required as of August 1, 2016)</b>
<a href="#">Attachment 0B:</a>	Permanent Housing Homeless Certification Form <b>(Required prior to August 1, 2016)</b>
<a href="#">Attachment 0C:</a>	Transitional Homeless Certification Form <b>(Required prior to August 1, 2016)</b>
<a href="#">Attachment 1:</a>	Release of Information Form (Generic; <i>must include ADOH in release</i> )
<a href="#">Attachment 2:</a>	HUD Definition of Homeless
<a href="#">Attachment 3:</a>	HUD Definition of Chronic Homelessness
<a href="#">Attachment 3.1:</a>	VI-SPDAT Scoring Recommendations
<a href="#">Attachment 4:</a>	Verification of Income (Generic)
<a href="#">Attachment 5:</a>	Housing Programs Household Obligations (Generic)
<a href="#">Attachment 6:</a>	Tenant Information (Generic)
<a href="#">Attachment 7:</a>	Owner Instructions (Generic)
<a href="#">Attachment 8:</a>	Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards <b>(Required)</b>
Attachment 8.1:	Lead Safe Housing Requirements Screening Worksheet
Attachment 8.2:	
<a href="#">Attachment 9:</a>	Rent Calculation (Generic)
<a href="#">Attachment 10:</a>	Inspection Checklist <b>(Required)</b>
<a href="#">Attachment 11:</a>	Housing Habitability Standards Inspection Checklist <b>(Required)</b>
<a href="#">Attachment 12:</a>	Rent Reasonableness Checklist and Certification (Generic)
<a href="#">Attachment 13:</a>	Request for Tenancy Approval (Generic)
<a href="#">Attachment 14A:</a>	Arizona Residential Lease Agreement (Generic)
<a href="#">Attachment 14B:</a>	Arizona Multi-housing Association Apartment Rental Agreement (Generic)
<a href="#">Attachment 15:</a>	Housing Assistance Payments Contract (Generic)
<a href="#">Attachment 16:</a>	Occupancy Agreement for Leasing Programs (Generic)
<a href="#">Attachment 17:</a>	Continuum of Care Recertification Form (Generic)
<a href="#">Attachment 18:</a>	Recertification and Inspection Notice Letter (Generic)
<a href="#">Attachment 19:</a>	Participant Satisfaction Survey <b>(Required)</b>
<a href="#">Attachment 20:</a>	Notice of Termination of Rental Assistance Letter (Generic)
<a href="#">Attachment 21:</a>	Program/Lease Voluntary Termination Letter (Generic)
<a href="#">Attachment 22:</a>	Allowances for Tenant-Furnished Utilities and Other Services (Generic)

- [Attachment 23:](#) Utility Reimbursement Payment Form (Generic)
- [Attachment 24:](#) Review Documentation Form (Generic)
- [Attachment 25A:](#) Monitoring Tool (**Required**)
- [Attachment 25B:](#) Client Review Tool (**Required**)
- [Attachment 26:](#) CE Policy on Prioritization
- [Attachment 27:](#) STRMU Financial Assistance Request
- [Attachment 28:](#) Homeless-Chronic Homeless Determination