



Arizona Department of Housing

Special Needs Housing Manual

Date Issued: July 1, 2015

Revised: April 5, 2021 COVID-19 Waivers Updated

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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 or Housing Trust Fund/Program Fund 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 Continuum of Care 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 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 Special Needs Division 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 Continuum of Care contracts were received through the U.S. Department of Housing and Urban Development (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 twenty (20) different contracts covering fourteen (14) counties.

In addition to Continuum of Care, ADOH Special Needs Division currently oversees HOPWA contracts, as well as various Housing Trust Fund contracts for a wide variety of special needs

from fair housing to shelter operations and Rapid Rehousing giving ADOH a presence in all fifteen counties.

This Housing Manual shall be used by agencies who subcontract with ADOH to administer any Special Needs programs.

D. Statement of Policies and Objectives

The functions and responsibilities of the Special Needs Division 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 policies for 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.

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. 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 to 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 you live 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.

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, you must update your policies and procedures to 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. Users of this Housing Manual are recommended to use the information presented at 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 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:
 - (i) is homeless and lives in a place not meant for human habitation, a safe haven or in an emergency shelter; and
 - (ii) 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.

“COVID-19” is a mild to severe respiratory illness that is caused by a [coronavirus](#) (*Severe acute respiratory syndrome coronavirus 2* of the genus *Betacoronavirus*). It is transmitted chiefly by contact with infectious material (such as respiratory droplets) or with objects or surfaces contaminated by the causative virus, and is characterized especially by fever, cough, and

shortness of breath and may progress to pneumonia and respiratory failure. It was first discovered in December of 2019. It caused the world to virtually shut down and change the way we live and work.

“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.

“FMR (Fair Market Rent)” 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 Continuum of Care.

“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 AZ BOSCO, it is expected that inspectors attend training, such as HQS or UPCS (Uniform Physical Condition Standards).

“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 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.

“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. Continuum of Care, 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 Continuum of Care.

“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 SAMHSA (Substance Abuse and Mental Health Services Administration) 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 Continuum of Care.

“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/GLOSSARY-Homelessness-Affordable-Housing-Terms-Rev5-2019.pdf>

K. Forms

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.** 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 this is done, the ADOH SND staff must approve **prior** to use.*

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

- **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.
- **Monitor Project Performance**: Monitor each sub-recipient's performance and conformance to funding source directives. ADOH SND shall make a site visit to a sub-recipient to review all projects under contract. ADOH SND provides ongoing, up-to-date technical assistance.
- **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.

- Monitor Zero Income: Monitor participants who report \$0 income. Such participants shall be tracked by ADOH SND 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.
- Review Request for Payments and submit for processing within three business days.
- ADOH is responsible for submission of HUD and other Federal reporting, i.e. APR's.

Obligations of the Service Provider Case Manager

In light of the COVID-19 pandemic, HUD is allowing alternative methods of delivering needed services to clients and their families while implementing CDC and other Health Agency protocols for public and employee safety. These alternative methods can be via telephone, Skype, Zoom or other available teleconferencing methods. The requirement of providing case management on a monthly basis has been waived through June 30, 2021. Case management can be offered on an as needed basis until then. This waiver pertains to COC and HTF projects.

- 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.
- Submit Applications: Help an applicant through the application, briefing, verification, and other paperwork that will initiate participation in a project.
- 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.
- 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.
- 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.
- 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) contact per month shall be made.

- Manage Clinical Issues: Manage any clinical issues that arise and work with the sub-recipient when a clinical issue affects the housing situation.
- Document Support Services: Be responsible for documenting support services.
- 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.
 - Rapid Re-Housing 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 twelve months. For those with zero income, 100% rental assistance allowed.

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 month 12.

- Follow-Up: Follow up on other specific situations requiring case management action, which are outlined in this Housing Manual (i.e. appeal hearings, family composition, and income changes).

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:*

- Follow Coordinated Entry Prioritization: Assess applicants, monitor and consult the by name list (BNL) for housing projects that focus on those experiencing homelessness.
- 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.
- Conduct Applicant Briefings: Provide a briefing to educate applicants on the policies and procedures of the program. Review and update referral packet during the briefing.

- Recertify Participant Eligibility: Conduct, at a minimum, 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.
- 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 Housing Quality Standards (HQS) in Continuum of Care 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.
- 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 agreement. (See Chapter 2, Section I: “Lease Approval and HAP Execution for Scattered Site Tenant Based Rental Programs”.) If the lease cannot be approved, the participant cannot receive assistance for that unit.
- 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).

- 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.
- 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.
- 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 www.socialserve.com to locate vacant rental units.
- 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; and review, complete and submit Annual Performance Report (APR) or Consolidated Annual Performance and Evaluation Report (CAPER) to ADOH.

- SOAR (SSI/SSDI Outreach, Access, and Recovery): 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 OAT (On-line Application Tracking), a web-based program that allows case managers to keep track of their outcomes.

Obligations of Landlords/Owners

- 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.
- 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.
- 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.
- 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.
- Supply Vacancy Information: Landlords/owners may use www.socialserve.com to list vacancies and should be encouraged to do so.
- 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.

Obligations of Applicants/Participants

- 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 annual 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”.)

- 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.
- Compliance with Lease and Housing Agreement: The participant must conform to all lease requirements or housing agreement terms including allowing inspections of the unit.
- 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.
- 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.

For **RRH participants**, partial payment of rent is mandatory when income exceeds zero. The initial contribution towards rent will be 30% of rent increasing on a regular basis determined by the provider until participant is paying 100% of rent.

CHAPTER 2: Applying for Housing Assistance

A. Eligibility

Eligibility varies with the program. In some instances, eligibility is further defined by program design (i.e. veterans, domestic violence survivors, HIV/AIDS, etc.).

Eligibility for Continuum of Care Permanent Supportive Housing

1. The applicant must meet HUD's definition of "disabled" and have applied to be a recipient of services through a contracted service provider. 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 8.3]. 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."
2. The applicant must meet HUD's definition of homelessness (see [Attachment 2](#): "HUD Definition of Homeless") or access https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf to qualify for Continuum of Care permanent supportive housing. Some grants are restricted to applicants who meet the definition of experiencing chronic homelessness. (See [Attachment 3](#): "HUD Definition of Chronic Homelessness".)
3. The documentation for disabled and chronic will be kept in the client's hard copy file. An electronic file is acceptable. 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.

Eligibility for Continuum of Care Rapid Re-housing/ADOH Rapid Re-housing

1. The applicant must meet HUD's definition of homelessness (see [Attachment 2](#): "HUD Definition of Homeless") or access https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf to qualify for rapid re-housing. The documentation for homelessness and chronic if applicable, will be kept in the client's file. On the HMIS Intake Form, all required questions shall be answered. The category pertaining to eligibility of homeless status is under "Residence Prior To Project Entry". The Intake Form shall be printed and placed in client's file.

2. The applicant must meet the income guidelines of 80% or below of AMI for the County in which the person is applying.
3. In RRH programs, financial assistance may be utilized for up to 12 months if needed. The amount of assistance provided is based on case management assessments and verification of household income and household debt. Everything possible is done to ensure that those served by RRH do not become homeless again. RRH case management can continue even when the financial assistance has ended. With the HTF funded RRH, should a household be in crisis, both case management and financial assistance may be administered. 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.

Eligibility for HOPWA

In light of the COVID-19 pandemic, HOPWA recipients must be afforded adequate space and security for themselves and their belongings. Optional appropriate spaces for quarantine services of eligible households affected by COVID-19 may include the placement of families in a hotel/motel room during the allotted quarantined time frame recommended by local health care professionals but no longer than 120 days in a 6 month period.

HUD has approved a waiver allowing sub-recipients to exceed FMRs in order to expedite identification of suitable housing for rent for eligible households. The sub-recipient shall conduct a rent reasonableness survey to determine what is reasonable for the area being considered. This waiver is in effect for one year or until June 30, 2021.

1. The applicant must be diagnosed with Acquired Immunodeficiency Syndrome or related diseases as determined by a health professional competent to make such a determination. Documentation of diagnoses must be in the client's file.
2. The applicant must meet the income guidelines of 80% or below of AMI for the County in which the person is applying.
4. STRMU is time limited housing assistance designed to prevent homelessness and increase housing stability. A household must demonstrate an emergency due to unexpected situation related to their HIV/AIDS. (See [Attachment 27](#))

In light of the COVID-19 pandemic, HUD will allow the following.

Cover rent, mortgage and utility payments only after a household has reached 21 weeks of assistance (in a 52-week period) from regular HOPWA allocations.

Assistance of STRMU could be limited to more than 21 weeks but less than 24 months. All eligible households (when possible) could be covered for extended STRMU up to the 24 months or a cap

set locally; or the provision of extended STRMU could be considered on a case by case basis. This waiver is in effect until June 30, 2021.

Eligibility for Continuum of Care Transitional Housing

1. The applicant must meet HUD's definition of homelessness (see [Attachment 2: "HUD Definition of Homeless"](#)) or access https://www.onecpd.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf to qualify for Continuum of Care Transitional Housing.

B. Coordinated Entry and Priority Policies

1. The BOSCOG, in implementing Coordinated Entry strategies, require that all HMIS providers will utilize all appropriate VI-SPDAT assessments to determine housing appropriate rankings. These rankings will be used to assist in making referrals and assessing eligibility for the most client appropriate projects within the Continuum of Care, which includes case conferencing. The VI-SPDATs are available in ServicePoint and must be used by all providers implementing Coordinated Entry. (See [Attachment 3.1: "VI-SPDAT Scoring Recommendations"](#).)
5. 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.
 - First Priority - Homeless Individuals and Families with a Disability with Long Periods of Episodic Homelessness and Severe Service Needs.
 - Second Priority - Homeless Individuals and Families with a Disability with Severe Service Needs.
 - Third Priority - Homeless Individuals and Families with a Disability Coming from Places Not Meant for Human Habitation, Safe Haven, or Emergency Shelter Without Severe Service Needs.
 - Fourth Priority - Homeless Individuals and Families with a Disability Coming from Transitional Housing.

Tie breakers: Local LCEH sets policy. See CE Policy on Prioritization [Attachment 26](#).

C. Documentation of Eligibility

1. Sub-recipients are responsible for verifying eligibility. HUD's regulations defining homelessness has created specific requirements for documenting the homelessness status of

applicants. Eligible applicants must also be income eligible for the permanent supportive housing programs, which is fifty percent (50%) or below of AMI. Eligible applicants must also have a disability. (See Chapter 1, Section J: Terminology). 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 contract. All documentation shall be kept on file by the sub-recipient for each household participating in the project.

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</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</p>

<p>AND was residing in an emergency shelter or place not meant for human habitation immediately prior to entering the institution:</p>	<p>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>

To be clear, order of priority for documentation is:

- a. Third Party verification on letterhead dated and signed.
- b. 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.
- c. 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.

Requirements for Documenting Income

6. 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 Continuum of Care programs.
7. Income from benefits or assistance can be documented by a form or letter issued by the agency providing the benefits, such as the Social Security Administration. Documentation of employment income must include either paycheck stubs provided by the applicant or information obtained by the sub-recipient from the applicant’s employer about current and potential overtime, scheduled future pay increase, paid vacation and holidays. (See [Attachment 4: “Verification of Income”](#).)
4. If, after review, more information is required to verify an applicant’s household income, the sub-recipient shall obtain it through additional written or personal third party contact with the appropriate entities. (i.e. DES) All information obtained through personal contact shall be documented in a memorandum and signed by the reporting sub-recipient staff member.

5. If the sub-recipient is unable to obtain necessary income documentation from either the applicant or third parties after making a documented good faith effort to do so, the sub-recipient may obtain certification from the applicant seeking assistance.
6. All applicants may be required to submit to the sub-recipient a copy of their most recent federal income tax form.
7. 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.
8. If the household's income is zero, verification is still required by checking with DES and having the client sign a statement. (See [Attachment 4](#)).

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.
A physical, mental or emotional impairment, including an impairment caused by alcohol or drug use, post-traumatic stress disorder or brain injury which: <ul style="list-style-type: none"> • is expected to be of long-continued and indefinite duration; • substantially impedes an individual's ability to live independently; and • could be improved by the provision of more suitable housing conditions. 	Written statement from a qualified medical professional that: <ul style="list-style-type: none"> • identifies the physical, mental or emotional impairment; • explains why it is expected to be of long-continued or indefinite duration; • how it impedes the individual's ability to live independently; and • explains how the individual's ability to live independently could be improved by more suitable living conditions.
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.

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.

D. Verification of Household Information

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 claiming 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.

E. Occupancy Standards

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
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 Special Needs Administrator on a case-by-case basis and must be accompanied by appropriate documentation, such as a doctor's statement.

F. Client Processing

In light of the COVID-19 pandemic, HUD is allowing alternative methods of delivering needed services to clients and their families while implementing CDC and other Health Agency protocols for public and employee safety. These alternative methods can be via telephone, Skype, Zoom or other available teleconferencing method. The requirement of providing case management on a monthly basis has been waived through June 30, 2021. Case management can be offered on an as needed basis until then. This waiver pertains to COC and HTF projects.

1. 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.
2. Each applicant will receive a briefing packet containing the appropriate documents.
3. During the briefing, the sub-recipient staff shall inform the project applicant about all of the following items and provide written documentation where applicable:
 - a. The obligations of all persons residing in the assisted household. (See [Attachment 5](#): “Housing Programs Household Obligations”.)
 - b. The rights and responsibilities of landlords and/or owners.
 - c. The policy for privacy of participant information.
 - e. The general locations of the full range of areas in which the sub-recipient is able to execute lease contracts.
 - d. How to find a suitable unit. (See [Attachment 6](#): “Tenant Information”.)
 - f. Providers may want to consider providing a Landlord Packet to prospective landlords/owners. (See [Attachment 7](#): “Owner Instructions”.)
 - g. Information about potential lead based paint hazards in rental housing. (See [Attachment 8](#): “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” or https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf.) An informational pamphlet from HUD on lead-based paint hazards in homes and at work is available at: https://www.hud.gov/sites/documents/DOC_11875.PDF.
 - h. 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”.)
 - i. Information about computation of the total tenant payment and the HAP contract amount. (See [Attachment 9](#): “Rent Calculation”.)
 - j. 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

- k. 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.
- l. 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.
- m. The applicant will be informed of and encouraged to access the Registered Sex Offenders website at http://www.azdps.gov/Services/Sex_Offender/ once they locate a unit.

G. Housing Inspection Standards

A waiver has been approved by HUD allowing sub-recipients to remotely conduct HQS initial inspections using technology such as cell phones, tablets or cameras to record and document the unit's condition. The recording of the unit can be completed by the tenant or the landlord. For annual assessments, these inspections can be temporarily delayed noting the clients' housing file and tracking all such postponements to be completed within three (3) months after the health officials determine special measures to prevent the spread of COVID-19 are no longer necessary. This waiver is in effect for 6-months beginning on March 31, 2020 provided the sub-recipient is able to visually inspect the unit as noted above. This waiver has been extended through June 30, 2021. This waiver is for COC and HTF projects.

1. Any Continuum of Care unit, HTF or HOPWA TBRA approved for leasing or rental assistance payments, must conform to either the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form or the Uniform Physical Condition Standards. (See [Attachment 10](#): "Inspection Checklist" or Uniform Physical Condition Standards (24 CFR Part 5 subpart G and 200 subpart P.)) A trained UPCS or certified HQS inspector must conduct inspections.
2. 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".)
3. 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.

4. 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.
5. 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.
6. Quality control inspections of participant units may be conducted by the ADOH SND staff.

H. Rent Reasonableness

HUD has approved a waiver allowing sub-recipients to exceed FMRs in order to expedite identification of suitable housing for rent for eligible households. The sub-recipient shall conduct a rent reasonableness survey to determine what is reasonable for the area being considered. This restriction is waived for any household who executes a lease for a unit during the 6-month period beginning on March 31, 2020. This waiver has been extended through June 30, 2021. This waiver pertains to COC and HOPWA projects.

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:
 - a. reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
 - b. not more than rents currently being charged by the same owner for comparable unassisted units.
2. Sub-recipients shall conduct an initial rent reasonableness survey and an annual rent reasonableness survey on units rented by project participants thereafter.
3. The rent for an assisted unit may not exceed the reasonable rent for that area even if FMR is higher.

4. Units in leasing programs may never exceed FMRs. (See Chapter 2, Section J: “Lease Approval” “*Leasing Rent Limits for Units*”.) Only tenant based rental assistance units may receive consideration for rents exceeding FMRs and must have prior written approval from ADOH SND, which will be based on documentation provided.
5. 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.
6. It is imperative all sub-recipients be in possession of the most recent Fair Market Rent data. HUD's FMR data is updated annually and is found at www.huduser.org/datasets/fmr.html and clicking on the current “Individual Area Final FY<year> FMR Documentation” link.

For those Projects that are TBRA

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. Lease Approval and HAP Execution for Scattered Site Tenant Based Rental Programs

1. A lease is a legal contract between the participant and the landlord/owner. The HAP is a legal contract between the sub-recipient and the landlord/owner. The lease shall be reviewed by ADOH SND staff during annual monitoring.
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.
 - a. 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”.)

- b. 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.
 - c. COC program funds used for rental assistance may exceed the current FMR for that unit size and location as long as the contract rent is reasonable. Sub-recipients must follow the HUD process for determining rent reasonableness. (See [Attachment 12](#): “Rent Reasonableness Checklist and Certification”.)
3. 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.
 4. 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);
 - c. the participant shall pay up to one and a half month's rent as a security deposit;
 - d. the participant shall not be held liable for the cost of repairing ordinary “wear and tear” to the rental property;
 - e. the landlord/owner shall abide by federal, state and local fair housing laws; and
 - f. the landlord/owner may initiate legal eviction proceedings based on violation of the terms of the Lease.
 5. No participant shall move into a unit without a signed HAP contract and lease on file.
 6. 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.

For those Projects that are Leasing

Leasing is focused on property. Leasing refers to the leasing of property, or portions of property, not owned by the sub-recipient for use in providing permanent housing. In projects that receive HUD leasing funds, the sub-recipient contracts for space from a landowner and therefore is responsible for the housing. The sub-recipient is expected to abide by the Arizona Landlord Tenant Act in their role as landlord.

J. Lease Approval

1. A lease is a legal contract between the sub-recipient and the landlord/owner. The lease shall be reviewed by ADOH SND staff during annual monitoring.

Occupancy Agreement or Sublease

The sub-recipient maintains occupancy agreement with each participant to formalize the participant's rights in the housing. For permanent housing, the agreement must be for at least one (1) year and be automatically renewable upon expiration. (See [Attachment 16: "Occupancy Agreement for Leasing Programs"](#).)

Eligible Leasing Costs

Leasing funds may be used to pay up to one-hundred percent (100%) of the FMR for rent on:

- Structure for PSH, TH, or for space to provide supportive services for project participants.
- Individual units to be used for PSH or TH.

Leasing Rent Limits for Units

HUD has approved a waiver allowing sub-recipients to exceed FMRs with the COVID-19 pandemic in order to expedite identification of suitable housing for rent for eligible households. The sub-recipient shall conduct a rent reasonableness survey to determine what is reasonable for the area being considered. The FMR restriction is waived for any lease executed by a household during the 6-month period beginning on March 31, 2020. This waiver has been extended through June 30, 2021. This waiver pertains to COC and HOPWA projects.

Rents paid with COC program funds for individual units **may not EVER** exceed the FMR; however, providers are not prohibited from using other funds to pay rent amounts in excess of FMRs, though hopefully that will not be necessary. Rents collected from the tenant cannot be used to pay for rent that exceeds FMR.

It is important to note that use of COC program leasing funds is capped at the lower of rent reasonableness or FMR amounts. Example: Rent reasonable for a unit is \$600.00 and the FMR is \$633.00. The allowable rent payment is \$600.00.

If the sub-recipient leases a structure or unit that does not include utilities in the rent, the sub-recipient cannot pay for these utilities out of its leasing budget. The sub-recipient can require the project participants to pay for the utilities and provide a utility allowance when calculating the participant occupancy charge.

Alternatively, the sub-recipient could use COC program operating funds or other sources to pay the utilities. In the case when a sub-recipient is leasing space to deliver supportive services, utilities are eligible as a supportive services cost because they are part of the cost associated with delivering the services.

K. Required Annual and Interim Assessments

Annual HQS re-inspections are waived for one (1) year beginning on March 31, 2020. This waiver has been extended through June 30, 2021. This is for COC and HTF projects.

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.

L. 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.**
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.

M. 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.

N. 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 Violence Against Women Act (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>).

O. 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 (91st) 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.

P. 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.

Q. 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

- e. 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:
 - i. threatens the right to peaceful enjoyment of the premises by other residents;
 - ii. 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;
 - iii. 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;
 - iv. 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.

R. 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.
- 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.
- 3. 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.
- 4. 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.

S. Utility Allowance

If operating a Rental Assistance Project, the following applies:

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.)

1. 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.
2. It is essential that sub-recipients obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority.
3. 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".
4. 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.

T. 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 20th, the effective date would be March 1st.) 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.

U. Arizona Landlord Incentive Project (ALIP)

The Arizona Landlord Incentive Program (ALIP) provides financial assistance to incentivize property owners to lease and maintain safe, affordable, rental housing capacity for homeless individuals and families in permanent supportive housing subsidy programs on an on-going basis. It is often assumed that tenants who have experienced homelessness are more likely to cause damage or to not fulfill their lease obligations (i.e. eviction, abandoned units). To address these concerns and incentivize property owners to lease to homeless tenants, the ALIP covers or mitigates the damages or vacancy costs that may occur from leasing to homeless individuals and families.

Through Eligible Housing Subsidy Programs, Landlords can request reimbursement for damages, lost rent or a holding payment. The sub recipient is responsible for turning into ADOH a complete package for reimbursement. ADOH reviews requests for completeness and administers reimbursement payments to the property owners. Reimbursement is available for the following expenses:

- **Damage Reimbursements:** ALIP will reimburse property damage up to \$2,000 for a one (1) bedroom unit or \$3,500 for a multi-bedroom unit for eligible damages.
- **Vacancy Reimbursement:** Landlord can receive unpaid rent due to vacancy resulting from a valid tenant eviction or abandonment of their lease. Vacancy reimbursement may not exceed \$1,000.
- **Holding Payment:** A Housing Subsidy Program may request funds to hold or secure a unit for limited time, if necessary, to ensure rental to a potential participating tenant experiencing homelessness due to tight rental market.

Policies and procedures for reimbursement under ALIP are detailed in the ALIP Policies and Procedures.

CHAPTER 3: 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 4: Project Reporting

A. Project Monitoring and Evaluation

ADOH has temporarily suspended onsite monitoring visits until such time as the CDC health officials determine special measures to prevent the spread of COVID-19 or the agency and ADOH agree on specific protocols that keep all involved parties safe. For the time being, ADOH will perform desk monitoring. Client files will be requested from the sub-recipients. Depending upon the size of the file, either the entire file will be copied and scanned or just those documents on the Client File Review form will be copied and scanned to the specialist. HMIS client ID numbers will be chosen at random by the specialist and sent via email or mail to the sub-recipient with a timeframe for the delivery of the client files and or requested documents. The Agency Review Form will be completed with the sub-recipient via the telephone.

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 reviews 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 Homeless Management Information System;
 - b. maintenance of staff time sheets documenting the amount of time spent on housing project activities;
 - c. meeting HUD goals; and
 - d. financial management.
3. Compliance with local, state, and federal fair housing laws and ordinances.
4. Compliance with HUD requirements, including conflict of interest requirements.

5. 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.
6. 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 AZ BOSCOG available on the ADOH website at:
<https://housing.az.gov/sites/default/files/documents/files/HMIS-Policies-Procedures-APPROVED-10-05-16.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 Continuum of Care 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 AZ BOSCOG 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 Annual Performance Reports 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 Request for Payment (RFP) for rent, HAP checks, utility

reimbursements, security deposits, administrative fees, and all other payment adjustments in a timely manner.

Request for Payment Forms (with accompanying supporting documentation) are now to be submitted through the Special Needs Portal on the ADOH website:

<https://housing.az.gov/portals/document-upload-portals/special-needs-portal>. **An original signature on these documents is no longer required; only a copy of the signed document.** Paper copies of some items may be required.

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

ATTACHMENTS

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