



HIV RESOURCES ADMINISTRATION

GRANT PROGRAMS

POLICIES AND PROCEDURES

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INTRODUCTION

The Austin HIV Resources Administration Program (HRA) Policies and Procedures Manual provides guidance and defines the administrative and planning council function and processes for HRA staff and grantees.

This manual incorporates guidance for the following HIV Resources Administration Program parts:

Part A Formula

Part A Supplemental

Part A Minority AIDS Initiative (MAI)

Part C Formula

Ending the HIV Epidemic

City of Austin General Funds

Housing Opportunities for Persons with AIDS/HIV (HOPWA)

These policies and procedures will be applicable to all services funded by the HIV Resources Administration Program (HRA) Ryan White HIV/AIDS Program (RWP) with funds distributed by the Health Resources and Service Administration (HRSA), Housing and Urban Development (HUD), and the City of Austin. As necessary, the RWP will revise these policies and procedures to include any mandated changes required by any of the above-mentioned funding sources. These policies are required to be implemented with any other policies set forth by HRA and any additional regulations or guidance mandated by HRSA, City of Austin and/or HOPWA.

HRA Staff review and revise all Policies and Procedures annually and on an as needed basis.

Definitions

Accelerated Monitoring is a temporary status in which more frequent or extensive monitoring is conducted than would routinely be done and monitoring visits may be announced or unannounced.

Administrative Agent (HRA) is an agency funded to administer federal, state, or local funds. The administrative agent is responsible for a variety of tasks including verifying contract compliance and financial validity of the Sub-Recipients billing. The RWP is an administrative agent for HRSA and HUD.

Austin TGA (Transitional Grant Area) is composed of Travis, Williamson, Bastrop, Caldwell, and Hayes Counties.

Comment Period refers to a period of 30 consecutive days during which anyone may contact RWP to offer comments or suggestions related to planning activities or products.

Community Forums purpose relates to the Community Input plan and is a process whereby the Planning and Evaluation Office of Support goes to the community and presents the Plan (Integrated HIV Prevention and Care Plan, including allocations) and obtains feedback regarding the Plan. The Planning and Evaluation Office of Support and HRA review all

comments and input from the forums. The community forums are an opportunity for which community members may provide input.

Community Input refers to anyone infected with HIV (consumer), affected by HIV (advocate), service provider (either contracted with RWP or non-contracted), and any person and /or community stakeholder that expresses a desire to have input into the decision-making process.

Complaining Party is a person living with HIV/AIDS, or a family member or friend acting on behalf of the client, who has a complaint against a HRA Sub-Recipients regarding HIV care.

Compliance Criteria are minimum standards or requirements that are dictated by the funding source or the HRA.

Confidential information is any information that should not be shared without the authorized consent for the client and or that could be detrimental to the HRA, sub-grantee and or an individual.

Contract is a legally enforceable agreement by which goods, services, property or property rights are provided in return for considerations.

Electronic Media is electronic storage media including computer hard drives, removable digital memory medium such as flashdrive, CD, DVD, memory card, or transmission media used to exchange information. Transmission media includes the internet, an extranet, a private network, leased lines, dial-up lines, and the physical movement of electronic media.

Emergency Actions are immediate actions imposed on a sub-grantee because:

- a. there is a high potential of danger to clients
- b. sub-grantee action or inaction presents a high possibility that serious harm or injury to patients or clients could occur, has already occurred or may well occur again if clients are not protected or the threat removed
- c. the Sub-Recipients is not meeting a performance measure
- d. the Sub-Recipients is being reimbursed for expenditures which are not in accordance with federal and/or state laws and regulations or contract provisions, or
- e. the Sub-Recipients is spending funds inappropriately.

Established Agency is an agency that has been continually funded for services by the RWP for more than one year.

Finding items of noncompliance that are required by contractual obligations, OMB circulars, the Ryan White Planning Council Standards of Care and an area in which the agency failed to meet these required minimum compliance criteria.

Follow-up Site Visit is a site visit to ensure that the adopted Plan of Corrective Action for a Sub-Recipients's findings has been implemented.

Funding Source is any external agency/organization that provides funding to the RWP, either directly or indirectly (i.e., HUD, COA, HRSA).

Grievance is an allegation against an entity of wrongdoing, discrimination or an expression of dissatisfaction with services involving an immediate and serious threat to a client, misuse of resources by providers, or denial of services to clients.

Health Service Delivery Area (HSDA) is an area eligible for funds under DSHS Part B Service Delivery (SD) and HIV Health, Ryan White Part C, and Social Services (State Services). The Central Texas Planning Area for which HRA serves as the HRA includes the Austin HSDA.

High Priority Critical Service Needs are service categories that are both high priority and have a strong relation to enrolling clients in and maintaining access to HIV-related medical services.

Immediate and/or Serious Threat is a situation presenting a high possibility that serious injury to clients could occur at any time, or already has occurred and may well occur again if clients are not protected effectively from the harm, or if the threat is not removed.

Individual Identifiable Health Information is any information, including demographic information that is created, transmitted, maintained, or received in any form or medium by a health care provider, health plan, employer, or health care clearing house that identifies an individual or with which there is a reasonable basis to believe the information could be used to identify a specific individual.

Investigation the process of gathering information sufficient to allow a decision to be made regarding the validity of the grievance, and/or determining what referrals should be made to ensure the grievance is handled by the appropriate entity.

Newly Established Compliance Criteria are any compliance criteria established or adopted since the date of the previous site visit.

Newly Funded Sub-Grantee is any agency receiving initial funding for HIV services through the RWP.

Noncompliance is a finding by an external reviewer of HRA, auditor or other funding source staff wherein a sub-grantee fails to perform or inadequately performs contract provisions that may result in emergency actions, corrective actions and/or sanction(s).

Plan of Corrective Action is an action required of a sub-grantee to develop a detailed plan to correct a finding found by a reviewer or by staff who are monitoring sub-grantee activities. The plan could include what will be done, who will do it, expected results, how progress will be monitored, and how long it will take to resolve the finding.

Planning Documents comprises four items produced by HRA for planning. These documents include a needs assessment, priorities of service categories by TGA and HSDA, service category allocations by TGA and HSDA, and a comprehensive services plan.

Probation is a sanction in which the sub-grantee may be placed on accelerated monitoring for a period not to exceed six months by which time items of noncompliance must be resolved or substantial improvements shown.

Quality is the degree to which a health or social service meets or exceeds established professional standards and user expectations.

Quality Management is the management of all activities through a systematic and determined focus on continual improvement, above minimum levels of performance set by a formal quality management standard. In order to continuously improve systems of care, evaluations of the quality of care should consider the service delivery process, quality of personnel and resources available, and outcomes.

Reallocation of Funds is the movement of funds *among service categories* (e.g., oral health

care to drug reimbursement) within or across providers.

Redistribution of Funds is the movement of funds from one contract to a different contract within the same service category (e.g., moving drug reimbursement money from Service Provider A to Service Provider B).

Request for Applications/Proposals (RFA/P) is a document issued by the HRA to solicit proposals based on a generalized scope of work. The document outlines the HRA's requirements and criteria for the evaluation of offers.

Reviewer is a member of the HRA staff, auditor or external consultant who conducts a site visit to audit or review sub-grantee operations and/or administration of contract funds. The term also includes HRA staff who monitors sub-grantee reporting requirements, financial accounting activities, or data management.

Sanction is an intervention or adverse action taken by HRA against or toward a sub-grantee due to noncompliance with contract provisions, program performance, or an inability/unwillingness to resolve legitimate, substantiated complaints.

Sensitive Information is information that would cause a negative effect if it were lost or compromised.

Serious Concerns are any issues that might negatively impact the health and safety of clients receiving services.

Services are program activities from a specific service category offered by a sub-grantee for health, medical, and/or social services that are aligned with the applicable HRSA and or DSHS taxonomies.

Sub-Contractor is an agency (service provider) that has entered into a contract with the HRA to provide services under Ryan White Part A, Minority AIDS Initiative (MAI), Part B – Service Delivery, State Services, City General Revenue, or HOPWA funds.

Supplemental Site Visit is a site visit conducted on an established agency to assess the agency's continued compliance with requirements and review the agency for compliance with additional guidelines implemented in the time period between site visits.

Take Charge Texas (TCT) is a data management program designed for collecting and reporting data from clients receiving services from services providers/sub-grantee organizations. TCT centralizes client data, service details, and agency and staff information to maximize the quality of care and services to clients in need.

Target Expenditure refers to the percentage of a contract appropriate to have been spent at a given time period during a contract year. For example, a 12-month contract in its sixth month should be 50% spent.

Technical Assistance is any information or instruction needed from the HRA by the sub-grantee to perform their contractual obligation(s) appropriately.

Unduplicated Clients refers to the number of unique clients receiving a service or being served at an agency.

Units of Service refers to the standardized quantified amount of services provided by an agency. Each service category includes a HRSA, COA and or HOPWA-defined unit definition

– agencies use this definition to quantify the services they provide in terms of time, visits, payments, trips, etc.

User is a staff member of a sub-grantee utilizing TCT/HRA designated software who has a user profile in TCT/HRA designated software.

Glossary

HRA:	HIV Resource Administration and Ryan White Program Administrative Agency
ADAP:	AIDS Drug Assistance Program
AIDS:	Acquired Immune Deficiency Syndrome
ARIES:	AIDS Regional Information Evaluation System
ART:	Antiviral Therapy (Medication)
ASO:	AIDS Service Organization
A/TC	Austin/Travis County
CBO:	Community Based Organization
CDC:	Centers for Disease Control and Prevention
COA:	City of Austin
CPCC:	Comprehensive Planning/Continuum of Care Committee of the Planning Council
CY:	Calendar Year
DSHS:	Texas Department of State Health Services
eHARS:	Electronic HIV/AIDS Reporting System
EHE	Ending the HIV Epidemic
EIS:	Early Intervention Services
EMA	Eligible Metropolitan Area
FPL:	Federal Poverty Level
FY:	Fiscal Year
HRA	HIV Resources Administration Program
HHS:	U.S. Department of Health and Human Service
HIPCSA:	Health Insurance Premium and Cost Sharing Assistance
HIV:	Human Immunodeficiency Virus
HOPWA	Housing Opportunities for People With AIDS
HRSA:	Health Resources and Services Administration
HSDA:	Health Services Delivery Area
MAI	Minority AIDS Initiative
MOE:	Maintenance of Effort
MOU:	Memorandum of Understanding
MSM	Men who have Sex with Men
NHAS:	National HIV/AIDS Strategy 2020
OAHS:	Outpatient Ambulatory Health Services
HIVPC:	Austin Area HIV Health Services Planning Council
PLWH:	People Living with HIV/AIDS
QM:	Quality Management
RW:	Ryan White
RWP:	Ryan White Program
SAMHSA:	Substance Abuse and Mental Health Service Administration
SPoC:	Standard Point of Contact or Single Point of Contact
TGA:	Transitional Grant Area

HIV Resources Administration Program (HRA)

The HIV Resources Administration Program provides a comprehensive system of care that includes primary medical care, housing, and essential support services for people living with HIV who are uninsured, underinsured and have low incomes. The Program works with cities, states, and local **community-based organizations to provide HIV care and treatment services to more than half a million people each year. The Program reaches approximately 52% of all people diagnosed with HIV in the United States. The majority of HIV Resources Administration Program funds support primary medical care and essential support services, including housing. A smaller but equally critical portion is used to fund technical assistance, clinical training, and the development of innovative models of care. The Program serves as an important source of ongoing access to HIV medication that can enable people living with HIV to live close to normal lifespans.**

- The HIV Resources Administration Program is divided into five Parts, authorized by legislation.
 - Part A provides grant funding for medical and support services to Eligible Metropolitan Areas (EMAs) and Transitional Grant Areas (TGAs). EMAs and TGAs are population centers that are the most severely affected by the HIV/AIDS epidemic.
 - Minority AIDS Initiative – MAI formula grants provide core medical and related support services to improve access and reduce disparities in health outcomes in metropolitan areas hardest hit by HIV/AIDS
 - Part C provides grant funding to local community-based organizations to support outpatient HIV early intervention services and ambulatory care. Part C also funds planning grants, which help organizations more effectively deliver HIV care and services.
 - EHE provides grant funding to service delivery sites in geographic locations identified by EHE initiative to link people to care who are newly diagnosed, or are diagnosed but currently not in care, to essential HIV care and treatment and support services, as well as to provide workforce training and technical assistance in efforts to reduce the number of new HIV infections in the United States by at least 90% by 2030.
 - HOPWA provides housing and housing support services to people living with HIV who are homeless or have low incomes.
 - City of Austin General Funds – provides City general funding to provide wraparound services and to provide maintenance of effort activities.

SECTION 1: AUSTIN TGA HIV RESOURCES ADMINISTRATION PROGRAM

§1.01 HIV Resources Administration Program Overview

The Austin Public Health HIV Resources Administration Program (HRA) receives funding from the federal government for HIV/AIDS services in Austin/Travis County and 10 surrounding counties. The HRA contracts for services with community-based organizations to provide the following funded services categories:

- HOPWA
 - Administration
 - Facility Based Housing
 - Permanent Housing
 - Short Term Rent, Mortgage, and Utilities (STRMU)
 - Support Services
 - Tenant-Based Rental Assistance (TBRA)
 - Short Term Supportive Housing (STSH)
 - Master Leasing
- Core Services
 - AIDS Pharmaceutical Assistance (Local) {LPAP}
 - Early Intervention Services (EIS)
 - Health Insurance Premium and Cost Sharing Assistance (HIPCSA)
 - Medical Case Management (MCM)
 - Medical Nutrition Therapy
 - Mental Health Services
 - Oral Health Care
 - Outpatient/Ambulatory Health Services (OAHS)
- Support Services
 - Emergency Financial Assistance (EFA)
 - Food Bank /Home-Delivered Meals
 - Linguistic Services
 - Medical Transportation Services
 - Non-Medical Case Management (NMCM)
 - Substance Abuse Outpatient Care

The goal of the HRA is to link persons with HIV/AIDS with medical and support services that will prolong their lives.

The Austin Mayor has assigned the oversight and administration of the Ryan White Programs and HOPWA to Austin Public Health, HIV Resources Administration Program

The Ryan White Program Administration has two independent entities:

- The HIV Resources Administration Program (also known as the Administrative Agency)
- The Austin TGA HIV Planning Council (HIVPC)

Both have Ryan White legislative authority and roles. Some roles belong to one entity and some are shared.

§1.02 The Austin TGA HIV Planning Council Overview

The purpose of the **Austin TGA HIV Planning Council (PC)** is to **identify community needs, assess capacity to meet those needs, and allocate resources to ensure the availability of quality comprehensive health and social services for people living with or affected by HIV.**

The Ryan White HIV/AIDS Program (RWHAP) legislation requires planning councils to have members from various types of groups and organizations, including people living with HIV who live in the **Austin TGA. A key function of the planning council is to provide a consumer and community voice in decision-making about medical and support services.**

Key PC task include:

- Establish operations to make planning tasks function smoothly.
- Develop the HIV Care Continuum
- Develop Standards of Care service categories, category definitions, and units of service.
- Assess and implement the administrative mechanism.
- Allocate funds to areas of greatest need within the eligible area.

§1.03 HIV Resources Administration Program Responsibilities

The **Austin Public Health HIV Resources Administration Program (HRA)** serves as the **Administrative Agency (HRA) for Ryan White Part A Formula and Supplemental, Minority AIDS Initiative (MAI), Part C Formula, Housing Opportunities for Persons with AIDS/HIV (HOPWA), and City General Fund program (GF) funds distributed by the Health Resources and Service Administration (HRSA), Housing and Urban Development (HUD), and the City of Austin.**

The role of the HRA includes, but is not limited to the following:

- Clinical Quality Management
- Comprehensive Planning
- Contract Monitoring
- Contract Negotiations
- Coordination of Services
- Cost- Effective and Outcomes Evaluation
- Formation of Partnerships in Support of Continuum of Care
- Client Satisfaction Assessment
- Procurement

The HRA can receive up to 10% of Part A Formula, Part A Supplemental, and Part A MAI funds to cover administrative costs. The Planning Council budget is included in the 10% of Part A funds. The HRA can also receive up to 5% of Part A Formula, Part A Supplemental, and Part

A MAI funds for clinical quality management activities. The HRA receives 3% administrative funds for HOPWA programs.

§1.04 HIV Resources Administration Program Austin TGA/HSDA Geographic Service Areas

The Austin TGA Region is divided into two areas (Austin TGA/HSDA) as follows:

- The RWP Part A funded Austin TGA is comprised of five (5) counties including Travis, Bastrop, Williamson, Caldwell, and Hayes
- The RWP Part C funded Austin HSDA is comprised of ten (10) counties including those in the Austin TGA and Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson.

§1.05 System of Care

The primary goal and objective of the funded services within the Austin Transitional Grant Area (Austin TGA) is to expand the HIV Care Continuum as designated by the Planning Council (PC), which supports a ‘point of entry’ system focused on ensuring that eligible clients develop and maintain consistent linkages to primary medical care with the goal of achieving viral suppression. The Austin TGA continues to align funded service categories with the National HIV AIDS Strategy 2020 (NHAS) by identifying how service categories planned activities directly correlate to the HIV Care Continuum (e.g., identification, linkage to care, retention in care, **ART, and viral suppression**).

The HIV System of Care for the Austin TGA has four bars. The first is the number of People Living With HIV (PLWH) as of December 31 of the previous year. The second bar is the number of PLWH who had at least one care marker for HIV-related treatment (to include laboratory and/or medical visit). The third bar depicts PLWH retained in care, meaning that there were at least two care markers at least 90 days apart. The fourth bar depicts the proportion of PLWH who are virally suppressed at the end of the year.

Austin TGA HIV Care Continuum Definitions:

- Diagnosed (HIV+ individuals): Number of people in the Austin TGA diagnosed with HIV/AIDS as of December 31 of the latest available data year.
- Linked to Care (Evidence of Care): Number of PLWH in the Austin TGA who received at least one care marker for HIV-related treatment (to include laboratory and/or medical visit) as of December 31 of the latest available data year.
- Retained in Care (2 Visits, Labs, ARTs): Number of PLWH in the Austin TGA who received at least two care markers at least 90 days apart as of December 31 of the latest available data year.
- Achieved Viral Suppression: Number of PLWH in the Austin TGA who have an HIV viral load less than 200 copies/ml at last viral load test as of December 31 of the latest available data year.

The HIV Care Continuum data is tracked based on reports extracted from the Austin TGA’s Take Charge Texas (TCT) or other database required by the HRA and is presented to PC and CQM members and service providers quarterly. This enables all partners to assist in the design of needed strategies and to tailor their programs to promote each stage of the HIV Care Continuum in support of the NHAS with a goal of linkage to care, retention in care, ART and ultimately viral suppression.

HIV Care Continuums are designed as needed by the HRA to illustrate and respond the needs for specific sub-populations, such as Hispanic MSM, Black MSM, White MSM, Black women, Women of Childbearing age, People of Transgender Experience, and Youth.

§1.06 Program Funding

- **Formula and Supplemental Grants**

These federal grants are based on the number of reported living cases of HIV/AIDS in the State or Territory in the most recent calendar year.

- **Minority AIDS Initiative**

Under Part A, MAI formula grants provide core medical and related support services to improve access and reduce disparities in health outcomes in metropolitan areas hardest hit HIV/AIDS.

Funding Cycles Administered by HRA

HOPWA
October 1 – September 30
Part A Formula, Supplemental, MAI and HRSA EHE
March 1 - February 28
Ryan White Part C
January 1 - December 31
DSHS CDC – EHE
August 1 - July 31
City of Austin General Fund
October 1 – September 30

§1.07 Allowable Uses of Ryan White Funds

Policy Clarification Notice (PCN) #16-02 replaces the Health Resources and Services Administration (HRSA) PCN 10-02: Eligible Individuals & Allowable Uses of Funds for Discretely Defined Categories of Services regarding eligible individuals and the

description of allowable service categories for Ryan White HIV/AIDS Program and program guidance for implementation.

45 CFR Part 75, Subpart E—Cost Principles must be used in determining allowable costs that may be charged to a RWHAP award. Costs must be necessary and reasonable to carry out approved project activities, allocable to the funded project, and allowable under the Cost Principles, or otherwise authorized by the RWHAP statute. The treatment of costs must be consistent with recipient or subrecipient policies and procedures that apply uniformly to both federally financed **and other non-federally funded activities.**

The RWHAP statute, codified at title XXVI of the Public Health Service Act, stipulates that "funds received...will not be utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made..." by another payment source.¹ At the individual client level, this means recipients must assure that funded subrecipients make reasonable efforts to secure non-RWHAP funds whenever possible for services to eligible clients. In support of this intent, it is an appropriate use of RWHAP funds to provide case management (medical or non-medical) or other services that, as a central function, ensure that eligibility for other funding sources is aggressively and consistently pursued (e.g., Medicaid, CHIP, Medicare, other local or State-funded HIV/AIDS programs, and/or private sector funding, including private insurance).

In every instance, the HIV/AIDS Bureau (HAB) expects that services supported with RWHAP funds will (1) fall within the legislatively-defined range of services, (2) as appropriate, within Part A, have been identified as a local priority by the HIV Health Services Planning Council/Body, and (3) in the case of allocation decisions made by a Part B State/Territory or by a local or regional consortium, meet documented needs and contribute to the establishment of a continuum of care.

RWHAP funds are intended to support only the HIV-related needs of eligible individuals. Recipients and sub recipients must be able to make an explicit connection between any service supported with RWHAP funds and the intended client's HIV status, or care-giving relationship to a person with HIV.

Eligible Individuals

The principal intent of the RWHAP statute is to provide services to people living with HIV, including those whose illness has progressed to the point of clinically defined AIDS. When setting and implementing priorities for the allocation of funds, recipients, Part A Planning Councils, community planning bodies, and Part B funded consortia may optionally define eligibility for certain services more precisely, but they may NOT broaden the definition of who is eligible for services. HAB expects all RWHAP recipients to establish and monitor procedures to ensure that all funded providers verify and document client eligibility.

Affected individuals (people not identified with HIV) may be eligible for RWHAP services in limited situations, but these services for affected individuals must always benefit people living with HIV. Funds awarded under the RWHAP may be used for services to individuals affected with HIV only in the circumstances described below.

a. The service has as its primary purpose enabling the affected individual to participate in the care of someone with HIV or AIDS. Examples include caregiver training for in-home medical or support service; psychosocial support services, such as caregiver support groups; and/or

respite care services that assist affected individuals with the stresses of providing daily care for someone who is living with HIV.

b. The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care. Examples include payment of a RWHAP client's portion of a family health insurance policy premium to ensure continuity of insurance coverage for a low-income HIV-infected family member, or childcare for children, while an infected parent secures medical care or support services.

c. The service promotes family stability for coping with the unique challenges posed by HIV. Examples include psychosocial support services, including mental health services funded by RWHAP Part D only, that focus on equipping affected family members, and caregivers to manage the stress and loss associated with HIV.

d. Services to non-infected clients that meet these criteria may not continue *subsequent* to the death of the HIV-infected family member.

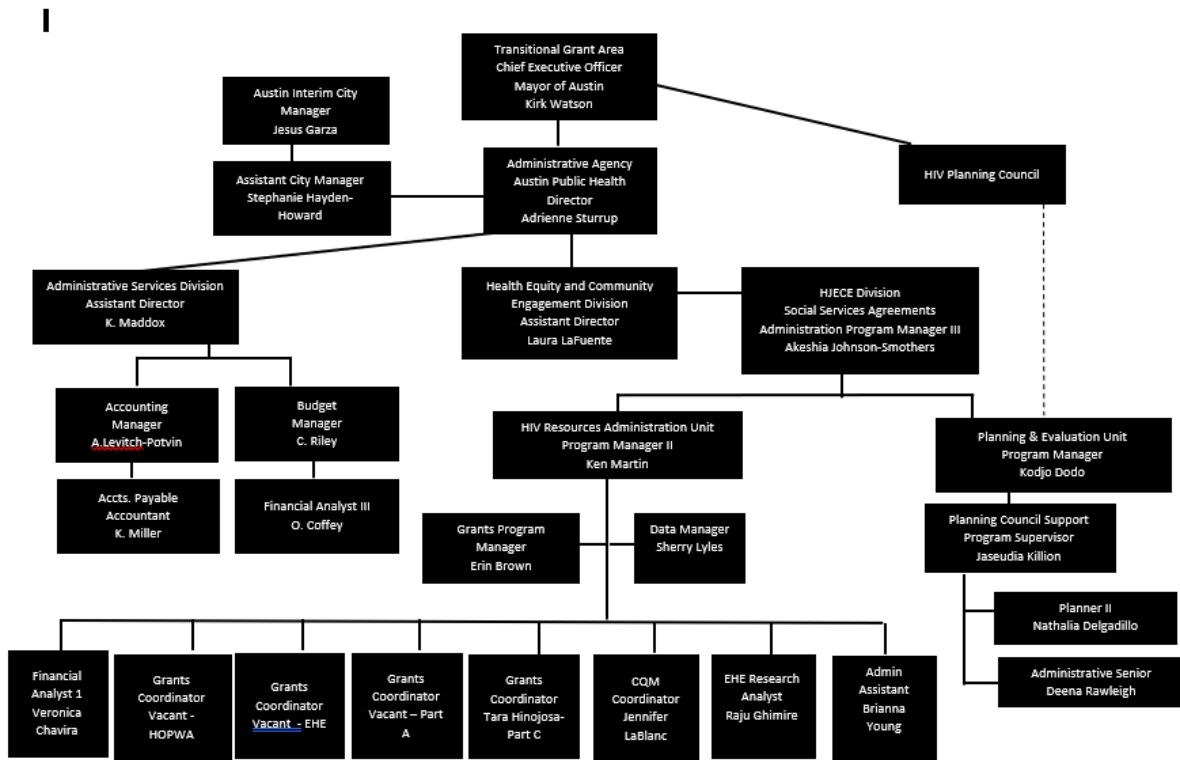
Unallowable Costs

RWHAP funds may not be used to make cash payments to intended clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP core medical and support services. Where direct provision of the service is not possible or effective, store gift cards, vouchers coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. RWHAP recipients are advised to administer voucher and store gift card programs in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards.

Other unallowable costs include:

- Clothing
- Employment and Employment-Readiness Services
- Funeral and Burial Expenses
- Property Taxes

§1.08 Program Organizational Chart



SECTION 2: HIV RESOURCES ADMINISTRATION PROGRAM POLICIES and PROCEDURES

§2.01 Confidentiality of Health Information

POLICY:

Due to the private nature of individual and patient information, the HIV Resources Administration Program (HRA) will take all steps necessary to protect the confidentiality of all identifiable information.

PROCEDURE:

1. Physical Security
 - a. All sensitive, confidential, or individual identifiable information (herein referred to as confidential information) will be secured in a locked cabinet that is in a locked room when not in use. All offices or storage areas that contain confidential information will be locked when no authorized personnel are present.
 - b. All computers containing confidential information will be located in a secure area with electronic security devices installed, including username and password authentication, restricted user access to group drives, password protected documents or encryption, and privacy screens, as necessary.
2. Communications
 - a. Telephone conversations where confidential information is discussed will be done so that unauthorized personnel cannot overhear conversations.
 - b. Mail for the HRA will not be opened by unauthorized staff. It will be delivered to the Department, where it is logged in and distributed to the intended recipient.
 - c. Fax transmission, sending or receiving, of confidential information will be done in a secure area.
 - d. Information or data containing identifiable information will not be transmitted via email. HIV services or client information, even if de-identified, will never be sent to a personal email address.
3. Technical Safeguards
 - a. All confidential information stored on HRA computers will be password protected to avoid unintentional disclosure.
 - b. All electronic media that is no longer needed will be completely erased so as to ensure confidential information is not disclosed. In such a case that the electronic media cannot be erased, it will be destroyed to avoid unintentional disclosure.
4. Security Breaches
 - a. The HRA shall use the established reporting procedures by DSHS (303.001, 303.002, and 303.003).
 - b. All HRA staff will be required to sign a confidentiality agreement on their first day of work, and thereafter, annually, every January 1, or next business day. These agreements will be maintained in the personnel files. Additionally, any volunteers or interns of program will be required to sign a confidentiality agreement before

commencement of work. (See attached form below)

- c. The Business Process Specialist (Data manager) is the designated Local Responsible Party (LRP) who is responsible for the maintenance of all personal, private, or otherwise confidential information. The LRP, under the supervision of the Program Manager II, is responsible for the following duties:
 - i. Approve any staff or Sub-Recipients requiring access to confidential information maintained by the LRP. The LRP will grant authorization to persons who have a work-related need to view confidential information.
 - ii. Ensure that all staff, including Sub-Recipients, are trained as specified in the training requirements listed in the TCT (or other data system designated by HRA) Security Policy.
 - iii. Maintain a list of persons who have been granted authorization to view and work with confidential information. The LRP will review authorized user lists annually.
 - iv. Ensure that this policy is reviewed annually and that evolving technology is reviewed on an on-going basis to make certain that the program's data remains as secure as possible.
- v. The LRP will be responsible for re-evaluating and re-assigning access to confidential information if/when an employee changes position within the program.

Confidentiality Agreement



**City of Austin
Austin Public Health
HIV Resources Administration Unit
Ryan White Program Administrative Agency
CONFIDENTIALITY AGREEMENT**

The City of Austin and its employees, subrecipients, contractors, or interns, if applicable, provide assurance that:

Confidentiality of all records shall be maintained. No information obtained in connection with the examination, evaluation, care, or provision of programs or services to any person with HIV shall be disclosed without the individual’s consent, except as may be required by law, such as for the reporting of communicable diseases. Information may be disclosed in statistical or other summary form, but only if the identity of the individual diagnosed or provided care is not disclosed.

No data containing client names may be electronically transmitted.

I understand that, in the course of my day-to-day activities, I may learn certain facts about individuals’ personal health information. These facts are highly personal and confidential in nature. I agree not to disclose any personal health information during or after completion of the contractual work relationship between National Service Research and Austin Public Health.

I certify that I am aware the *Texas Health and Safety Code, Sections 81.108 and 81.104*, provides for both civil and criminal penalties against anyone who violates the confidentiality of persons protected under the law. Furthermore, all employees, subrecipients, contractors, or interns who provide direct client care services or handle direct care records wherein they may be informed of a client’s HIV status or any other information related to the client’s care, are required to sign a statement of confidentiality assuring compliance with the law. An entity that does not adopt a confidentiality policy as required by law is not eligible to receive local or federal funds until the policy is developed and implemented.

Signature

Date

Name Printed

01/18/2019



Protected Health Information (PHI)

Under the US Health Insurance Portability and Accountability Act (HIPAA), is any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. This is interpreted rather broadly and includes any part of a patient's medical record or payment history.

PHI that is linked based on the following list of 18 identifiers must be treated with special care according to HIPAA:

1. Names
2. All geographical subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a zip code, if according to the current publicly available data from the Bureau of the Census:
(1) The geographic unit formed by combining all zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a zip code for all such geographic units containing 20,000 or fewer people is changed to 000
3. Dates (other than year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older
4. Phone numbers
5. Fax numbers
6. Electronic mail addresses
7. Social Security Numbers
8. Medical record numbers
9. Health plan beneficiary numbers
10. Account numbers
11. Certificate/license numbers
12. Vehicle identifiers and serial numbers, including license plate numbers;
13. Device identifiers and serial numbers;
14. Web Uniform Resource Locators (URLs)
15. Internet Protocol (IP) address numbers
16. Biometric identifiers, including finger, retinal and voice prints
17. Full face photographic images and any comparable images
18. Any other unique identifying number, characteristic, or code (note this does not mean the unique code assigned by the investigator to code the data)

§2.02 Conflict of Interest and Disclosure Policy

POLICY:

The purpose of this policy is to define conflict of interest between the HRA Program staff, also known as the Administrative Agency (HRA) and their clients, contractors, and vendors.

The following is a list of some HRA processes that may lead to conflicts of interest. The list is not exhaustive, and conflicts of interest may arise in other HRA activities.

- a. Assessing community resources for HIV/STD services.
- b. Conducting a needs assessment and interpreting information from this process.
- c. Prioritizing and allocating resources to service categories.
- d. Evaluating the planning process.
- e. Subcontracting for HIV care services.
- f. Review of Requests for Proposals (RFP).

PROCEDURE:

An HRA Employee Shall Not:

- Have an interest in, or in any manner be connected with a contract or bid for the purchase of goods or services by the HRA.
- Be dually employed by a contractor of the HRA.
- Accept or solicit anything of value whether by gift, rebate, service or favor from a person to whom an HRA contract may be awarded, directly or indirectly.
- Contract for future reward or compensation from an actual or potential vendor in exchange for a promise or other obligation on an HRA contract.
- Be employed by, or agree to work for, a vendor or potential vendor.
- Knowingly disclose confidential information acquired in the course of one's official duties for personal gain.

If a Violation Occurs:

When an actual or potential violation of an ethical standard is discovered, the person(s) involved shall promptly file a written statement regarding the matter and request written instructions for the disposition of the matter from their immediate supervisor.

If an actual violation occurs or is not disclosed the employee involved may be reprimanded, suspended, or dismissed from employment. Any contractor, vendor or potential contractor vendor determined to have acted unethically may be barred from receiving future contracts and/or have any existing contracts canceled.

Any violations committed by a service provider must be reported to the HRA within 30 days of the violation. Any violations committed by the HRA or Sub-Recipients that receive DSHS funding through the HRA will be reported to DSHS within 30 days.

Minimizing Conflict of Interest:

To minimize the negative impact of conflict of interest, the planning and subcontracting processes will be open, public, and based on clear policies. Planning and Sub-Recipients selection policies and procedures will include the following:

- A definition of conflict of interest.

- A method of disclosure of conflict of interest.
- A duration that a conflict-of-interest disclosure is effective.
- A method or methods of resolution when a conflict-of-interest action arises that violates policies and procedures.

Declaring Conflict of Interest

Any employee of HRA or Planning Council member who perceives a conflict of interest for himself/herself must take the following actions:

1. Declare the conflict of interest prior to participating in business discussions or decisions regarding the affiliated person or entity.
2. Refrain from voting or exerting influence on an issue in which the conflict of interest exists, and
3. Refrain from influencing another person's decision in regard to the affiliated person or entity where the conflict of interest exists.
4. Upon request of other persons present, the person who declares a conflict of interest may provide technical advice and answer questions related to the issue in which a conflict exists.
5. When an employee or Planning Council member realizes a potential conflict of interest situation for another person, he/she will make known the concerns to the Planning Council or the HRA Program Manager II. The potential conflict of interest is to be recorded in the meeting minutes, if applicable, and the meeting continued. Following the meeting, if the conflict of interest was not resolved to the satisfaction of any member, any member may then initiate a review of the decisions made by the HRA or Planning Council during the meeting by filing a request with the appropriate committee (see bylaws).

Conflict of Interest Disclosure Statement

All employees of HRA are required to complete and sign a Conflict-of-Interest Disclosure Form which contains, at a minimum, the content in the attached sample. One copy of the signed statement shall be given to the employee, and one copy shall be filed in the employee's personnel file.

Forms must be completed annually before the employee or Planning Council member participates in discussion, debate, or vote regarding any business before the HRA or PC. Signed disclosure statements will be kept on file in the HRA office. Conflict of interest disclosure statements include any professional and/or personal affiliations with agencies or persons that provide goods or services to the HRA or its clients.

§2.03 Ryan White Program Non-Discrimination Policy and Procedure

POLICY:

The HRA will not tolerate discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, HRA will seek to prevent, correct, and discipline behavior that violates this policy.

DEFINITIONS:

Discrimination: Unfavorable or unfair treatment of a person or class of persons in comparison to others who are not members of the protected class because of race, creed, sex, color, religion, national origin, age, veterans status, disability, sexual orientation, gender identity, marital status, use of a trained guide dog or service animal by a person with a disability, and/or any other protected class; or retaliation for complaints related to these categories.

Harassment: Verbal, nonverbal, or physical conduct that threatens, intimidates, coerces, or taunts another person (including sexual, racial or ethnic slurs) that interferes with the employee's ability to perform his or her job.

Hostile Work Environment: Includes harassment on the basis of gender, or lack of appreciation and respect for diversity in the workplace based on race, creed, sex, color, religion, national origin, age, veteran status, disability, sexual orientation, gender identity, marital status, use of a trained guide dog or service animal by a person with a disability, and/or any other protected class.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Two types of sexual harassment are:
- d. "Quid pro quo" harassment involves harassment that is linked to some employment decision. For example: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.
- e. "Hostile work environment" involves harassment that creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, whether it is a supervisor, other employees, or a client. Hostile work environment harassment can involve verbal conduct of a sexual nature, unwelcome sexual materials, or unwelcome physical contact. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category.

PROCEDURE:

1. **Discrimination**

Discrimination is strictly prohibited by federal, state, and local laws, including Title VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

It is a violation of this policy to:

- a. Discriminate in the provision of employment opportunities, benefits, or privileges
- b. Create discriminatory work conditions
- c. Use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, based on membership in a protected class, or retaliation for assisting in the investigation of a complaint.

2. Harassment

Harassment, including sexual harassment or creating a hostile work environment is prohibited. City of Austin management staff will take appropriate and swift action up to and including dismissal to address any violation of this policy, according to City of Austin Human Resources policies and procedures.

Examples of harassment include, but are not limited to:

- a. Verbal: Inappropriate, unwarranted and/or unwelcome comments regarding a person's race, creed, sex, color, religion, national origin, age, veterans status, disability, sexual orientation, gender identity, marital status, use of a trained guide dog or service animal by a person with a disability, and/or any other protected class, epithets, slurs, or negative stereotyping.
- b. Nonverbal: Distribution or display of any written or graphic material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual or group because of membership in a protected class.
- c. Physical: Any unwelcome, unwanted physical contact, including but not limited to, touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse or assault.

Examples of behavior or actions that could be perceived by others to create a hostile work environment include, but are not limited to:

- a. Racial or ethnic epithets.
- b. Discriminatory verbal intimidation, ridicule and insults.
- c. Denying salary increases, promotions and assignments to more desirable work that is motivated based on a protected class status.
- d. Yelling, verbal intimidation, ridicule or insults by a supervisor directed at a person in a protected class but not at others.
- e. Jokes directed at individuals in a protected class that are unwelcome or offensive.

3. Sexual Harassment

Sexual harassment is a form of discrimination and prohibited under this policy. Sexual harassment includes unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when such conduct:

- a. Is made explicitly or implicitly a term or condition of employment.

- b. Is used as a basis for an employment decision.
- c. Interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

Examples of conduct that may constitute sexual harassment include, but are not limited to:

- Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, threats, requests for any type of sexual favor (this includes repeated, unwelcome requests for dates), verbal abuse or "kidding" which is oriented towards a prohibitive form of harassment, including that which is sex oriented.
- Nonverbal: The distribution or display of any written or graphic material that is sexual in nature, including calendars, posters and cartoons that are sexually suggestive, or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; or sexual content in letters and notes, and e-mail.
- Physical: Unwelcome, unwanted physical contact, including but not limited to touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, forced sexual intercourse or assault.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome and/or personally offensive which lowers morale and interferes with work effectiveness.

Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees that are acceptable to and welcomed by both parties are not considered harassment.

4. Retaliation

Retaliation or attempted retaliation is prohibited. No hardship, loss of benefits, or penalty may be imposed on an employee as punishment for one or more of the following:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator

Any employee who initiates or participates in retaliation will be subject to disciplinary action, up to and including dismissal, according to Ryan White Program policies and procedures.

5. Roles and Responsibilities

- a. Directors, Managers, and supervisors shall model appropriate behavior and are responsible to:
 - i. Provide each employee with a copy of the Nondiscrimination Policy upon hire.
 - ii. Take appropriate corrective or disciplinary action when harassment and/or discriminatory behavior occurs, according to Ryan White Program policies and procedures.
- b. Human Resources will provide managers and employees with:
 - i. Technical assistance and consultation

- ii. Training to prevent harassment, discrimination, and inappropriate behavior of a sexual nature in the workplace
- c. Ryan White Program staff, volunteers, interns, Sub-Recipients, and Sub-Recipients are responsible for reporting harassment or discrimination to their supervisor, or to someone within the employee's chain of command if they are not comfortable disclosing the harassment or discrimination to their supervisor.

§2.04 Provision of Program Data

POLICY:

Program data will be presented as required to the funding Sources, Planning Council and/ or Clinical Quality Management Committee (CQM) and could include the following HIV program activities: planning, monitoring, data management, quality management, and technical assistance. Additionally, HIV service utilization, client satisfaction reports, and any grievances submitted to HRA will be reported at a minimum on a quarterly basis.

PROCEDURE:

1. HRA staff will complete reports as required. Staff will use a standard format in completing their reports and will save them in the HRA official filing system.
2. Staff will report their job-specific activities, including participation in quality management activities, technical assistance and trainings conducted, meetings held, and other pertinent information using a standard format and submit to the Unit Program Manager weekly.
3. HIV service utilization, client satisfaction reports, and any grievances submitted to HRA will be reported on a quarterly basis. No identifying information will be included.
 - a. Client satisfaction information will include the geographic area surveyed, number of participants, and a summary of findings.
 - b. Grievance information will include a summary of the grievances submitted to HRA in the past quarter, a brief summary of the grievance, and resolution of the grievance, if completed, or a plan for resolution.
 - c. The utilization information to be presented will be summarized from the TCT or other designated database and will include information about HIV service delivery and information about the clients served (general information about the population, not client-specific).
4. The HRA staff will compile the information and submit the combined report (Monthly Status Report) to the Unit Program Manager II for inclusion in any required reporting.
5. Budgetary information is provided to the HRA by the Financial Analyst. A statement of revenues and expenditures by program is also presented to the Unit Program Manager II, both a summary and detailed report by budget category, each month showing monthly and year-to-date expenditures.

§2.05 Clinical Quality Management

POLICY:

The HRA will perform tasks related to quality improvement in accordance with the Clinical Quality Management (CQM) Plan developed by the HRA. The purpose of the CQM plan is to set forth a coordinated approach to addressing quality assessment and process improvement for the TGA and the HSDA, in its role as the HRA, and all eligible Sub-Recipients. In following the

Clinical Quality Management Plan, the HRA will: (1) assess the extent to which HIV health services meet or exceed established professional standards and user expectations, and (2) develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of comprehensive services. The plan will be evaluated and updated on an annual basis. Quality improvement activities will be reported to HRSA, as required.

§2.06 Grievance Procedures for Client

I. Purpose: The purpose of this policy is to provide guidance and minimum standards for providers when establishing internal policies and procedures for processing grievances filed against them when delivering services funded by City and/or Federal grants administered through the City of Austin, HIV Resources Administration Program. This policy applies regardless of the funding source being utilized to provide services to the client filing the grievance.

II. Scope:

The Goal of the Austin TGA is to resolve client concerns at the lowest possible level and following the agency guidelines is the preferred method to file a grievance, therefore; each direct service provider is responsible for developing its own grievance policy for the purpose of handling all client grievances internally. These internal grievance policies must meet the standards set out in the *HRA Client Grievance Policy*. All internal grievance policies must be on file with the Administrative Agency.

III. Policy:

To provide an opportunity for clients to register grievances about services, staff and/or program practices provided by an agency receiving funding from City and/or Federal grants administered through the City of Austin HRA and to ensure clients' grievances are resolved, to the extent possible.

I. Grounds for Grievances:

A grievance may be filed by a complaining party on one or more of the following grounds: improper application of rules, regulations, and procedures, unfair or improper treatment; discrimination based on race, religion, color, sex (including sexual harassment), sexual orientation, age, disability, or national origin.

II. Service Agency Guidance

1. Client Notification of Policy and Procedure

All clients must receive a copy of each agency's grievance policy at intake, including the name of that agency's contact person (internal staff member who is responsible to receive complaints).

A signed or initialed note indicating receipt and understanding of the policy must be included in the client's record. Each agency must display their Grievance Policy and contact person's name in a place conspicuous to clients.

2. Guidance for Service Agencies on the Client Grievance Process

In the event a client has reason to present a grievance about a funded service, staff and/or the organization's practices, he/she should direct the verbal or written grievance to the service agency's **designated contact person**. The agency shall establish reasonable guidelines in responding to client grievances including notification that the agency received the grievance, a schedule of the process and timeline the agency will follow in addressing the client's concerns, and the final outcome and determination of the concerns.

If for any reason this procedure cannot be followed, the grievance may be directly submitted to the **HRA's Clinical Quality Management (CQM) Coordinator**. The CQM Coordinator will meet with the client, review their concerns and provide the client with possible options including not grieving, filing a grievance with the agency, or filing a grievance with the HRA. If the client elects to proceed with a grievance at the agency level the client will be advised to follow the agency's guidelines for filing a grievance until this process is completed or exhausted.

If the client is not satisfied with the results of the agency's determination, the client will be advised to contact the HRA and submit a formal verbal or written Appeal. The HRA, CQM Coordinator will respond to the client within 14 working days after the grievance is received.

Clients need to be reassured that filing a grievance will not in any way jeopardize the services they receive.

The HRA recommends that, if the Agency cannot resolve the grievance to the client's satisfaction, Mediation and/or Arbitration will be considered.

III. Internal HRA Client Grievance Procedure

1. In the event a client has reason to present a grievance about a funded service, staff and/or the organization's practices, he/she will be asked if they have first attempted to work within the Grievance Procedure of the service agency. If they report that they have not, then the HRA CQM Coordinator will contact the service agency to aid the client in the first step of submitting their grievance. The client will then be encouraged to submit their verbal or written grievance directly to the service agency's **designated contact person**. Should the client want to request an Appeal after working through the service agency's process, the CQM Coordinator will ask the Client to complete a *Client Grievance Form*.
2. The CQM Coordinator will review the *Client Grievance Form* and will contact the client to discuss specifics regarding the complaint within 14 days of receiving the complaint. The CQM Coordinator will add any additional pertinent notes onto the Investigation portion of the form.
3. The CQM Coordinator will then request the record of investigation from the appropriate service agency for review.

4. The CQM Coordinator will complete an independent investigation and brief the HRA Program Manager II regarding the complaint and recommendations as to a determination.
5. The CQM Coordinator will provide the client and the service agency's designated contact person with the determination of the HRA within 14 working days. The final determination section of the *Client Grievance Form* will be completed along with an explanation of the client and service agencies response.
6. Should there be a complaint; the complaint will be logged in the *Client Grievance Log*.
7. See Appendix Section for Client Grievance Log,

§2.07 New Employee Orientation and Training for HRA Staff

POLICY:

It is the policy of the HRA to provide training and orientation to new employees of the program, in addition to and in conjunction with the orientation procedures outlined in the HRA policies and procedures. Each permanent employee will also undergo the Austin Public Health new hire orientation. HIV program orientation and training will be limited to knowledge and skill building specific to the HRA roles and responsibilities, as well as program and contract requirements.

PROCEDURE:

1. New employee orientation for job-specific requirements will be conducted by both the HRA and the current employee, whenever possible. If an overlap in employment by the current and new employee is not possible, then training and orientation will be solely the responsibility of the HRA, who will involve other program staff in the orientation of the new employee as necessary and appropriate.
2. At a minimum, new employees will be trained on the topics outlined in the chart below, in addition to a list of required readings and external trainings or meetings appropriate to the position. The orientation plan will be implemented in accordance with the following timeline:
 - a. Reading materials will be provided at the start of employment and should be completed within the first 2 weeks. The employee's supervisor will discuss the materials with the employee to ensure the employee fully understands the content.
 - b. In-house training will be conducted on an ongoing basis throughout the first month of employment.
 - c. External trainings and meetings will be scheduled within the first 90 days of employment whenever possible, as scheduling or budgeting constraints allow.
3. At the end of the six (6) month introductory period, the employee's supervisor will conduct a performance evaluation to determine whether the employee has met the minimum standards and what, if any, further trainings are needed. The supervisor will then develop a staff development plan to outline any further training needed for the employee to meet the standards, including a timeline for completion and re-evaluation. The performance standards should be met within 6 months of employment, unless particular activities in the standards have not yet occurred or another timeframe is specified by the supervisor in the staff development plan.

§2.08 HIV Resources Administration Inventory Procedure for Fixed Assets and Controlled Assets at External and Subcontracted Agencies

POLICY:

Fixed assets, also referred to as “equipment” by the Texas Department of State Health Services (DSHS), are defined as items that possess all of the following characteristics: an original unit cost of \$5,000 or more, including costs to install and implement the asset, physical substance, a life expectancy of more than three years, capable of repeated use, identifiable as an individual unit and accounted for separately, not intended for resale within its expected useful life, not consumable, and not repair or replacement parts of a larger asset. Examples include:

- Vehicles
- Medical and laboratory equipment
- Playground equipment

Fixed assets purchased with RW grant funds must be tagged and tracked by the City of Austin Purchasing Department as inventory as set forth by directives from the Health Resources and Services Administration (HRSA), DSHS, and the City of Austin Purchasing Department.

Controlled Assets are those items with a purchase cost between \$500 and \$4,999. Examples include:

- Desktop and laptop computers
- Non-portable printers and copiers
- Communication devices and systems, such as but not limited to fax machines, cellular/mobile phones, and hand-held radios
- Medical and laboratory equipment
- Media equipment, such as but not limited to video recorders, cameras, TVs, DVD/Blu-ray players.

External and subcontractor-controlled assets purchased with RW grant funds with a purchase cost between \$500 and \$4,999 are tracked by the HRA staff as set forth by directives from HRSA, DSHS, and the City of Austin Purchasing Department.

Controlled assets with an acquisition cost of less than \$5,000 are not capitalized nor depreciated for external financial reporting purposes.

PROCEDURE:

Inventory review is conducted at a minimum once each year. The Ryan White Program shall designate an employee to determine the location of fixed and controlled assets and provide information to the relevant authority regarding asset additions, deletions, corrections, and/or additional comments.

The program inventory records are reconciled, and exceptions identified.

A report on any fixed assets is completed and digitally stored each year.

§2.09 Ryan White Document Review and Approval Procedure

POLICY:

In order to ensure accuracy and continuity, all documents will be reviewed in draft form.

PROCEDURE:

Any staff person who creates a document should have the document peer-reviewed by someone else in the unit. The document should then be given to the Program Manager II for final review and approval.

§2.10 Ryan White Program Income Documentation Procedure

POLICY:

Subrecipients must identify, track, monitor and report all sources of program income generated from the EHE award.

PROCEDURE:

The HRA must monitor subrecipients' expenditure reports to confirm that program income is used only on EHE allowable services and before utilizing award funds.

SECTION 3: RESERVED FOR FUTURE USE

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SECTION 4: SUB-RECIPIENT POLICIES and PROCEDURES

§4.01 Payer of Last Resort

POLICY:

Subrecipients must develop policies and procedures to determine eligibility for services while ensuring RWHAP Part A and Part C funds are used as payment of last resort. Policies and procedures must verify that individuals seeking RWHAP services are screened for eligibility using Modified Adjusted Gross Income (MAGI) to identify other payer sources such as the Affordable Care Act (ACA) Marketplace, Medicaid, and CHIP. If individuals are found to be potentially eligible for other benefits, they must be referred to specific programs and assisted in completing eligibility determination processes. When providing emergency assistance to priority populations in crisis (e.g., an individual recently released from the criminal justice system who requires assistance in acquiring HIV medications), subrecipients must refer clients into appropriate services and assist in obtaining any required eligibility documentation.

Following approval of initial eligibility, clients must be screened for RWHAP eligibility every six months to continue receiving assistance under RWHAP Part A and/or Part C. Retaining eligibility requires submitting the annual 12-month recertification no later than the last day of the clients' birth month and submitting the six-month self-attestation no later than the last day of the clients' half birth month. After the initial eligibility determination, recertification requires documentation of residency and income, but recertification of HIV status is not necessary.

The subrecipient's policy should include procedures for ensuring that clients immediately report to the subrecipient and to the Texas HIV Medication Program (THMP), if applicable, any changes that might affect their eligibility. If a client has experienced a change in circumstances related to eligibility, they must submit appropriate documentation of the change to the subrecipient within 30 days of the reported change and ensure that the subrecipient receives the documentation. Clients also must report any changes at the six-month mark. If a client fails to provide appropriate documentation of the change, their services may be delayed until the subrecipient can confirm eligibility.

Subrecipients should ensure the required documentation of all RWHAP eligibility screening and intake activities is in clients' respective charts, both paper and/or electronic (e.g., TCT or other, as designated). All eligibility documentation must be filed in the client's primary record and uploaded to TCT or other database program, as designated, or its successor system. At least once annually, all eligibility staff shall review this PCN and the subrecipient's eligibility policy and procedures.

PROCEDURE:

Initial Eligibility Determination Period/Rapid Eligibility Determinations

A 30-day determination period for all Ryan White Part A and Part C funded services can be accessed by clients who are:

- Newly diagnosed within the previous six months;

- New to the local HSDA and in need of medical services;
- Engaging in care for the first time after being diagnosed for longer than six months;
- Returning to medical care after an absence of six months or longer; and/or
- In need of early intervention services.*

As applicants are being linked to services, subrecipients should work to complete the eligibility process and collect required documents. An eligibility determination must be complete within 30 days of program application initiation.

Providers must have an established alternative source of funding should a client be found to be ineligible for Ryan White Part A and/or Part C. This must be documented in the subrecipient's eligibility policy and tracked in the client file, if applicable. The policy must delineate procedures for any necessary administrative adjustments if a cost is found to be unallowable.

*This initial determination period does not apply to clients applying to any THMP program. All required documentation must be submitted with the THMP application.

§4.02 Use of Health Insurance Verification Tool

POLICY:

The HRA Ryan White Program is the payer of last resort. According to the HRSA Ryan White Fiscal Monitoring Standards providers must "require that each client be screened for insurance coverage and eligibility for third party programs" prior to the provision of service. As the payer of last resort, all other channels for paying for a client's services must be exhausted before the RWP begins to pay for services.

PROCEDURE:

All Service Providers must verify all clients' insurance status and/or other third-party payers at a minimum of annually.

Agencies are required to use a verification tool. This has been made available to agencies for use in verification.

If health insurance coverage is available for a service, then Ryan White funds cannot be used to reimburse that service.

§4.03 Eligibility Determination for Ryan White Services

POLICY:

To be eligible for services paid for by RWHAP Part A and Part C, an individual must have a diagnosis of HIV infection. Affected individuals (people who are not HIV infected) may be eligible for RWHAP services in limited situations. Services for affected individuals must always benefit a person with HIV. Eligible services delivered to affected persons must be documented in the HIV-infected client's file and include relationship to the person with HIV. For further clarification on providing services to affected individuals, refer to HRSA Policy Clarification Notice (PCN) #16-02: PCN 16-02 Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds.

The only eligibility requirement for EHE is proof of positive HIV diagnosis.

There are many ways to document HIV infection. Acceptable forms of documentation are provided below; however, this should not be viewed as a complete list. HIV testing technology changes rapidly and standards of HIV confirmation continue to evolve. Subrecipients should stay informed of advances in testing technology as newer tests may also provide proof of HIV infection. Subrecipients should contact HRA with questions about acceptable documentation of HIV infection.

PROCEDURE:

Laboratory Documentation

- Proof of HIV infection may be found in laboratory test results that bear the client's name. Some examples include:
- Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NHRA T); or
- Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g., viral load test)

Other Forms of Documentation

Some examples are:

- Signed statement from an entity with prescriptive authority attesting to the HIV-positive status of the person; or
- Complete THMP Medical Certification Form signed by a physician (required by THMP); or
- Hospital discharge summary documenting HIV infection of the individual

NOTE: Exposed infants of HIV-positive mothers can be served with documentation of the mother's HIV-positive status up to the age of 18 months. Children older than 18 months must meet the same criteria for proof of HIV as listed above to continue services.

Facilitating linkage with an HIV Preliminary Positive result

A preliminary positive is a positive result from an HIV screening test. Although a preliminary positive is not considered proof of HIV status because it is not a supplemental test in the current HIV testing algorithm, individuals with such a result are very likely to have HIV infection and would benefit from quick linkage to medical care. Having only a preliminary positive result from one HIV test should not be a barrier in linkage to medical care.

The ability to use a preliminary positive test result to facilitate linkage to care does not negate the responsibility of the subrecipient to conduct or ensure supplemental testing. The receiving medical provider must be informed of the individual's unconfirmed preliminary positive HIV test result. Once the supplemental results are received from the lab, HIV testing staff must provide these results to the individual and, if a Release of Information is signed, to the HIV care provider. Subrecipients receiving such individuals may choose to arrange an abbreviated first appointment, during which the individual could receive counseling on HIV infection, orientation to medical care, conduct eligibility screening, and/or begin laboratory work.

A preliminary HIV-positive result should not be used to apply for the THMP.

§4.04 Proof of Income

POLICY:

Ending the HIV Epidemic (EHE) does not require proof of income.

Ryan White providers are responsible for the determination of client eligibility for the Ryan White program. Eligibility includes proof of positivity, proof of residency, and proof of income. A client's annual income must be documented in relation to the current Federal Poverty Level (FPL) and must be obtained on an annual basis according to the most recent Standards of Care.

Federal and state regulations require that Ryan White services are restricted to clients with specific household income limits based on FPL. The specific income limitations may vary according to service category and are defined in the Standards of Care.

PROCEDURE:

Client must provide proof of income that is current to no more than 45 days preceding the date of the application. Proof of income includes all the following types of documentation that apply to client and each member of his/her household:

- Check stubs for one month of gross wages received or employer's statement listing monthly gross wages.
- Three months of self-employment business records. Client would submit Declaration of Income Statement with business records.
- Income or Benefit Award Letters, such as Veterans, Unemployment Benefits, Social Security (either SSI or SSDI), Food Stamps or TANF.
- Other current documentation showing income or source of assistance received. This may include the latest W-2 tax form.
- If the client is unemployed, and not receiving any federal/state assistance such as SSI or SSDI, agencies may use a Statement of No Income and a Supporter's Statement to document the client's status every six months; and/or
- If the client is employed, and does not receive pay stubs, the client must submit a Declaration of Income Statement.

Service providers must complete an intake for every client, including income eligibility, even if income is not required to receive some Ryan White services.

Standardized Income Eligibility Forms are below for your agency use.

Ryan White Client Eligibility Form

Revised July 2021
Form

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Ryan White Eligibility

The Ryan White Program is administered by Health Resources and Services Administration (HRSA), which requires all subrecipients who receive Ryan White funding to screen clients and collect supporting documentation to certify their eligibility for services based on (1) an HIV positive diagnosis, (2) proof of residency, (3) proof of income, and (4) insurance status. The HRSA Universal Monitoring Standards require that **eligibility is verified every 6 months.**

The Ryan White Eligibility Form is to be completed upon client’s initial certification and annual recertification. Six months from client’s initial certification and annual recertification, the DSHS Six Month Self Attestation of Eligibility Changes Form must be completed. Eligibility forms are to be retained in the client’s primary file and uploaded in ARIES as indicated in HRA Policy Clarification Notice (PCN) #0.3-0.4.

Client Name:

Client ID:

Eligibility Category	Supporting Documents <i>(must be retained in client’s primary file and uploaded in ARIES)</i>
<p>HIV + Diagnosis <i>(Required only once upon initial certification)</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> Positive result from HIV screening test (HIV 1/2 Combo Ab/Ag enzyme immunoassay [EIA]); <input type="checkbox"/> Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NAAT); or <input type="checkbox"/> Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g. viral load test) <input type="checkbox"/> A signed statement from an entity with prescriptive authority attesting to the HIV-positive status of the person; or <input type="checkbox"/> A complete THMP Medical Certification Form signed by a physician (required by THMP); or <input type="checkbox"/> A hospital discharge summary documenting HIV infection of the individual
<p>Verification of Residency <i>(Required every 6 months for eligibility)</i></p> <p>To be eligible for Ryan White Part A and Part C Services, a client must:</p> <ul style="list-style-type: none"> • Reside within the 10-county HSDA, which includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee Llano, Travis, and Williamson counties • Express intent to remain within the HSDA • Not claim residency in any 	<p>Documentation must include client's full legal name and match address listed for eligibility. Documentation of proof of Texas residency can be determined using one of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Valid (unexpired) Texas Driver’s License; <input type="checkbox"/> Texas State identification card (including identification from criminal justice systems); <input type="checkbox"/> Recent Social Security, Medicaid/Medicare, or Food Stamp/TANF benefit award letters; <input type="checkbox"/> IRS Tax Return Transcript, Verification of Non-Filing, W2, or 1099; <input type="checkbox"/> Current employment records (pay stub); <input type="checkbox"/> Post office records; <input type="checkbox"/> Current voter registration; <input type="checkbox"/> Mortgage or official rental lease agreement in the client’s name; <input type="checkbox"/> Valid (unexpired) motor vehicle registration; <input type="checkbox"/> Proof of current college enrollment or financial aid; <input type="checkbox"/> Property tax receipt; <input type="checkbox"/> Any bill in the client’s name for a service connected to a physical address (client’s place of residency) dated within one month of the month of application (e.g., bills for rent, mortgage, electricity, gas, water, trash, cable landline phone); <input type="checkbox"/> Letter of identification and verification of residency from a verifiable homeless shelter or community center serving homeless individuals; or <input type="checkbox"/> Statement/attestation (does not require notarization) with client’s signature declaring that client has no resources for housing or shelter. *For THMP, a letter from an agency worker attesting that the individual has no resources for housing or shelter will be accepted <p>If none of the items listed above are available, HSDA residency may be verified through one of the following:</p>

Eligibility Complete Date: _____

Eligibility Expire Date:

:

Ryan White Client Eligibility Form

<p>other county, state, or country</p>	<p><input type="checkbox"/> Any piece of mail addressed to the client and meets ALL the following criteria:</p> <ul style="list-style-type: none"> <input type="checkbox"/> proof that the item went through the mail system (stamped with postmark or metered mark from postal office), <input type="checkbox"/> date of postmark or date printed on contents of mail (e.g. date printed on letter or statement date of bill) is within one month of the month of application, <input type="checkbox"/> if envelope has a clear window to display client’s address instead of client’s name and address printed directly on the envelope, the envelope must have a return address, name, logo, or some means of identifying the sender that matches the address, name, logo, etc. printed on the contents of the mail. This verifies that contents of mail with client’s address is truly what came inside of said postmarked envelope. <p><input type="checkbox"/> Observance and documentation of personal effects and living arrangement (e.g., visit to residence). A signed statement on agency letterhead detailing this observance and why other forms of proof of residency were not available will be accepted.</p> <p>Note: Individuals do not lose their Texas residency status because of a temporary absence from the 10-county HSDA. Example: a migrant or seasonal worker may leave the HSDA during certain periods of the year but maintains a home in the HSDA and returns to that home after the temporary absence. Students from another state who are living in the HSDA to attend school many claim residency based on their student status.</p>
<p>Verification of Household Income <i>(Required every 6 months for eligibility)</i></p>	<p><input type="checkbox"/> Pay stubs (30 continuous days of payment within the last 60 days);</p> <p><input type="checkbox"/> Supporter statement;</p> <p><input type="checkbox"/> Employer statement;</p> <p><input type="checkbox"/> Agency letter;</p> <p><input type="checkbox"/> Supplemental Security Income (SSI) Award Letter;</p> <p><input type="checkbox"/> Social Security Retirement, Survivors, and Disability Insurance (RSDI) Award Letter;</p> <p><input type="checkbox"/> DSHS Self-Employment Log</p> <p>Note: If the client is unable to provide any other form of income documentation, bank statements are acceptable forms of income documentation for both RWHAP Parts A and C and THMP.</p>
<p>Verification of Insurance Coverage and Other Third-Party Payers <i>(Required every 6 months for eligibility)</i></p>	<p><input type="checkbox"/> Private/Employer Insurance and name of insurance _____;</p> <p><input type="checkbox"/> Medicare (<input type="checkbox"/> Part A, <input type="checkbox"/> Part B, <input type="checkbox"/> Part C, <input type="checkbox"/>Part D);</p> <p><input type="checkbox"/> County indigent health programs;</p> <p><input type="checkbox"/> Patient Assistance Programs (PAPs);</p> <p><input type="checkbox"/> Medicaid;</p> <p><input type="checkbox"/> Children’s Health Insurance Programs (CHIP); and/or</p> <p><input type="checkbox"/> Other comprehensive healthcare plans</p> <p>Note: If the client has no insurance coverage to report, providers must screen individuals for their ability to pay as well as their eligibility for other potential sources of payment for these services. Examples of programs/benefits that must be used first are listed above.</p> <p><input type="checkbox"/> Client has no insurance coverage.</p>

§4.05 Use of Modified Adjusted Gross Income (MAGI) to Calculate Household Income

POLICY:

Each agency will develop its own written policy for determining household income based on general Federal guidelines. All sources of income should be considered, including, but not limited to: wages and tips, interest and dividends, unemployment compensation, Social Security benefits, workers' compensation and private disability pay. Non-married couples or someone renting a room in a home are not considered a household and the incomes of both partners should be evaluated separately.

PROCEDURE:

1. Agencies will use the client's Modified Adjusted Gross Income (MAGI) to determine eligibility for Ryan White services. Generally, MAGI is the client's gross income plus not-taxable social security benefits, tax-exempt interest and/or foreign income.
2. For all tax filers, income eligibility for the client is determined by using the Ryan White approved MAGI Worksheet for Income Tax Filers (Form A).
3. For clients who are non-tax filers, income eligibility is determined by using the Mock MAGI Worksheet (Form B).
4. If a client is deemed ineligible based on overtime that occurred in the month, the agency should request additional information (e.g. Two months prior or 3-6 months of pay stubs) to determine income eligibility.

MAGI Worksheet for Income Tax Filers (Form A)

**1. Modified Adjusted Gross Income Worksheet for Income Tax Filers
(Note: Attach copy of Income Tax Return)**

Adjusted Gross Income (AGI):

Line 4 on Form 1040EZ _____

OR

Line 21 on Form 1040A _____

OR

Line 37 on Form 1040 _____

+Add back certain income

Non-taxable Social Security benefits

Line 20a minus 20b on Form 1040 or _____

Line 14a minus 14b on Form 1040A

And

Tax – exempt interest

Line 8b on Forms 1040 or 1040A _____

And

Foreign earned income & housing expenses for Americans living abroad

Calculated on a Form 2555 _____

–Exclude from income (for Medicaid Eligibility)

Scholarships, awards, or fellowship grants used for education purposes and not for living expenses: _____

Certain American Indian and Alaska Native income derived from distributions, payments, ownership interests, real property usage rights, and student financial assistance:

An amount received as a lump sum is counted as income only in the month received:

Modified Adjusted Gross Income (MAGI) = _____

Client Name Client Signature Date

Case Worker Case Worker Signature Date

Mock MAGI Worksheet (Form B)

2. Modified Adjusted Gross Income Worksheet for Non-Income Tax Filers

Only for use with applicant's who have not filed a Tax Return for the most recent Tax Year)

Client Name: _____ ARIES ID: _____ DOB: _____

INCOME		Deductions and Exclusions	
Total Monthly Income for all Household Members		Total Monthly Income for all Household Members	
Wages, Salaries, tips, etc.		Deductible Part of Self Employment Tax	
Taxable Interest		Self Employed SEP, SIMPLE plans	
Unemployment Income		Health Savings Account	
IRA Distributions – Taxable amount		Student Loan Interest Deduction	
Pensions & Annuities (Veteran/Employer Based Pensions, Retirement, or Disability)		Tuition and Fees	
Retirement Income from Social Security (SSA)		Scholarships, awards, or fellowship grants used for education, not living expenses)	
Disability Income from Social Security (SSDI)		Penalty on Early Withdrawal of Savings	
Non-taxable Social Security Benefits		Moving Expenses	
		IRA deduction	
Income Total		Total Deductions and Exclusions	

Total House Income	
-Total Household Deductions	
Modified Adjusted Gross Income	

Client Name _____ Client Signature _____ Date _____

Case Worker _____ Case Worker Signature _____ Date _____

§4.07 Sliding Fee Scale

POLICY:

1. If fees are charged to clients receiving services funded under an HIV Services Contract, service providers must develop a Schedule of Charges (Sliding Fee Scale) including a system for discounting or adjusting charges based on an eligible client's income. Additionally, a mechanism for billing and collecting fees from third party payers and making reasonable efforts to collect allowable fees from clients must be implemented. The Schedule of Charges must be available to the public.
2. Individual annual aggregate charges to patients receiving services must conform to the limits in Table 1 below. "Aggregate Charges" applies to annual charges imposed for all services regardless of terminology (i.e. enrollment fees, premiums, deductibles, cost-sharing, co-payments coinsurance, etc.) and applies to all service providers from whom individuals receive services
3. No client will be denied services due to the inability to pay.

According to Ryan White Legislation, charges to clients with incomes greater than 100% of the Federal Poverty Level (FPL) that are based on a discounted fee schedule and sliding fee scale should not exceed the following:

- 5% for patients with incomes 100% - 200% of FPL
- 7% for patients with incomes 200% - 300% of FPL
- 10% for patients with incomes greater than 300% of FPL

The amount of an agency's fees and discounts are at the discretion of the agency; however, they must not exceed the limits set by Ryan White Legislation.

Ryan White Legislative Requirements regarding Sliding Fee Scale:

- Clients cannot be denied primary care if they are not able to pay for services.
- Ryan White programs must provide a system to track the patient's income and discount patient payment for charges by developing and utilizing a sliding discounted fee schedule that is published and made readily available.
- Fee schedule must be based on the patient's income.
- Prohibits imposing a first-party charge on individuals with incomes at or below 100% of the FPL.
- Requires that individuals with income greater than 100% FPL must be charged for services.
- Funding generated by sliding fee scales will be considered to be program income that can be used to provide additional services to Ryan White clients.

PROCEDURE:

The Service Provider will submit the agency's Sliding Fee Scale Policy to the HRA for review and approval. The sliding fee scale policy will detail the following:

- The agency's sliding fee discount policy;

- The agency’s current fee schedule;
- The agency’s sliding fee eligibility application (to include an FPL determination);
- The agency’s process for charging, obtaining, and documenting client charges through a medical information system, manually or electronically; and
- The agency’s plan to notify its clients of its Sliding Fee Scale Policy.

Any changes to an agency’s Sliding Fee Scale Policy must be submitted to the HRA.

§4.08 Imposition of Charges for Services and Limitation (Cap) on Charges to Clients

POLICY:

It is the responsibility of the HRA to ensure that all providers develop, submit for approval, and implement a Schedule of Charges based on Ryan White Legislation and HRSA Guidance. Service provider's policies and procedures must be revised to conform to the Federal Poverty Level guidelines (FPL) within 30 days of the annual update.

The Schedule of Charges must be determined utilizing the client's individual annual income. (Household income is only utilized to determine eligibility for RW Services). Service Providers may choose to utilize the Unit Cost Rate amount that they are reimbursed through their contract as the basis for setting the base rate for the fee and then charging the client a percentage (determined by their FPL) of the base rate.

Alternatively, providers may establish a discounted fee schedule with which to determine the basis for calculating client charges. The discounted fee schedule must be approved by HRA Contract Managers prior to implementation.

HRA Public Health Social Services Funding Specialists (SSFS) or other staff designated, will review agency policies and provide feedback on necessary changes and documentation of approval.

PROCEDURE:

1. Determine FPL Level: During intake, the service provider will perform an assessment of each client to determine their annual gross salary. Using the annual gross income and Table 1 below, the provider will identify where the client's income falls on the FPL. The client should provide documentation to ensure that the information is accurate. Providers will utilize the annually updated HHS Poverty Guidelines (FPL).
2. Determine Fee: Based on FPL, providers must develop a Schedule of Charges indicating who is to be charged and what services are to be charged.
3. Determine Clients to be charged:
 - a. WHO is to be charged:

- Clients having incomes greater than 100% of the FPL can be charged for services.
- Clients with incomes at or below 100% of the FPL cannot be charged for services.
- b. WHAT services to charge for:
 - Any service category where a provider is currently charging clients a fee.

Providers must have a written policy regarding how the Annual Limitation on Client Charges will be determined in their agency. Providers will develop their own policy and procedures related to limitation on charges and submit the policy to their SSFS for approval. Providers will be responsible for training their staff about the agency's policy and periodically monitor procedure to ensure that their process is consistently being administered and meets the federal legislative guidelines, this policy, and other applicable requirements.

a. Determine Client Annual Limitation on Charges (CAP)

Total annual {calendar year} charges to individual clients receiving HIV related grants {Ryan White Part A/MAI, Part C, and/or City General Fund} services must not exceed the limitations established in Table 1 above. The term "aggregate charges" applies to the annual charges imposed for all HIV services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, coinsurance, or other charges for services. These requirements apply to all service providers from which an individual receives Ryan White Part A/MAI, Part C, and/or City General Fund services.

Example:

Suzie has an individual gross monthly income of \$1,500.

Gross annual income of \$18,000

On the FPL scale, Suzie would be between 101 to 200 percent.

Her Limitation on Charges for all HIV related services could be no more than 5% of \$18,000, which is a Limitation {CAP} of \$900 for the year.

Each agency must have written policies in place to determine accurately the client's annual Limitation on Charges based on their individual gross annual income.

b. Inform Client of Individual Client Limitation on Charges and Their

Responsibilities Upon eligibility determination, clients should be informed in writing of fees they may be subject to, their Annual CAP on charges, and their responsibilities and process of reporting their HIV-related charges to the agency.

Clients are responsible for maintaining documentation, i.e. receipts, invoices for charges related to their HIV disease. For non-service related charges clients must have a letter or prescription from their Physician for items they needed related to their HIV; (medications, over the counter personal items related to HIV care), the cost of the item or co-pay; etc. would go toward the client's Limitation on Charges,(i.e. special toothpaste for an HIV related oral health condition)

Clients will inform and provide agencies with documentation that their

Limitation on Charges has been reached.

c. Collect and Document Client Charges

Each agency must have a written policy and procedure that outlines how they will collect client fees and document client charges. Agencies should have their Schedule of Charges (sliding fee scale) posted and have HIV related grant (Ryan White Part A/MAI, Part C, and City General Fund), clients sign documents indicating that they understand what their fees will be when services are rendered at the agency, that they were notified of their individual Annual Limitation on Charges, and their responsibilities including the process of reporting their HIV-related charges to the agency.

Agencies will document both charges to their clients and fees received by each client related to their specific agency rendered services funded by an HIV related grant (Ryan White Part A/MAI, Part C, and City General Fund).

Agencies will also review documentation of HIV related charges provided by the client, to determine if the client has in fact met their Limitation on Charges, whether charges are generated within the Austin TGA Network of providers, or a hospital system or provider external to the TGA.

Attached is a sample Excel sheet that agencies may utilize to capture these charges or agency may develop their own form).

At the end of each calendar year, the Agency will zero out the client charges and begin the process again.

4. Reporting of Client Payments as Program Income

Each agency must have a written policy and system in place to record and report all individual client payments for co-pays and other fees as program income, if it is paid to an agency for an HIV related grant (Ryan White Part A/MAI, Part C, and City General Fund) service or activity.

Aggregate client payments must be reported monthly as Program Income on the agency's HIV Services Monthly Performance and Budget Status Report, and the use of these monies must adhere to the HRA Program Income Policy.

§4.09 EHE Eligibility Determination:

Any individual with a preliminary HIV positive test result is eligible to receive EHE services. The only eligibility criteria for clients to receive services through EHE is a preliminary positive HIV test result. There is no requirement that individuals meet the eligibility for Ryan White HIV AIDS Program (RWHAP) to receive EHE services.

§4.10 Collection of Service Provider and Client Satisfaction Information

COLLECTION OF SERVICE PROVIDER SATISFACTION INFORMATION POLICY:

The Ryan White Act requires that planning councils assess the efficiency of the grantee's administrative processes, which involves how rapidly funds are allocated in their jurisdiction. The HIV Planning Council should not be involved in how HRA monitors the Part A funded providers, nor should the names or situations of individual providers be included in the assessment. This is the only situation in which the planning council considers issues related to procurement and contract management, which are the grantee's (Austin Public Health HIV Resources Administration Program (HRA) responsibility. The purpose is to ensure that funds are contracted quickly and through an open process, and that providers are paid in a timely manner. The assessments are based on time-framed observations of procurement, expenditure, and reimbursement processes. Planning efforts and resource allocation decisions must be strategic and responsive to the unmet needs of persons living with HIV/AIDS (PLWH). Hence, to ensure funds are effectively managed, Ryan White mandates that Planning Councils assess the efficiency of the Administrative Mechanism. If the council finds that the existing mechanism is not working effectively, it is responsible for making formal recommendations for improvement, and the grantee is responsible for responding in writing, indicating how it will address these recommendations.

PROCEDURE:

1. Service Provider Satisfaction with the HRA. The Planning Council administers the survey to Sub-Recipients. Responders completing the survey must have, as one of their primary responsibilities, interaction with the Ryan White Part A Administration Agency (HIV Resource Administration Unit), and any of its staff members. Responders to the survey should be employed with the agency for which they are responding for at least two (2) years, preferably at the executive level.
 - a. Administer to all Sub-Recipients annually a survey requesting them to provide anonymous feedback to the HRA.
 - b. The survey requests feedback utilizing an electronic format, assessing the following areas: Sub-Recipients selection, contract execution (including service delivery delays and scope of work) funding and reallocations, billing, and timelessness of reimbursement. The survey also includes a request for additional comments or suggestions.
 - c. Surveys are completed anonymously; results compiled and included in the HRAM report.

COLLECTION OF SERVICE PROVIDER CLIENT SATISFACTION POLICY

The HRA is responsible for procuring HIV primary medical care and health-related support services funded by the City of Austin and through multiple federal grants including Ryan White Part A and its Minority AIDS Initiative, Ryan White Part C, and Housing Opportunities for Persons with AIDS (HOPWA). The Health Resources and Services Administration (HRSA) mandates that Ryan White grant recipients implement clinical quality management activities aimed at improving: Patient care, Health outcomes, and Patient satisfaction.

PROCEDURE:

2. Sub-Recipients are required to collect client satisfaction information annually. Sub-Recipients must include, at a minimum, questions that assess each of the service categories they are funded to provide.
 - a. Sub-Recipients are required to collect client satisfaction information annually. Sub-Recipients must include, at a minimum, questions that assess each of the service categories they are funded to provide.
 - b. The survey should be appropriately worded to elicit potential barriers to access, cultural competency, and quality (e.g., access and availability of services, confidentiality/grievance, transportation services, quality of HIV medical services, including perceptions of interactions with staff, engagement in HIV care and treatment, and demographic characteristics of respondents).
 - c. Sub-recipients must distribute the surveys to all active clients and document that all clients were given an equal chance to participate. Sub-Recipients are encouraged to employ other methods of advertising the surveys as well, such as flyers posted at the agency where they would be visible to clients and blank surveys available onsite for clients to pick up if they did not receive or lost their copy. Additionally, electronic versions will be made available to clients via QR code.
 - d. Surveys must be distributed to clients in a way that allows them to return the surveys anonymously, including instructions asking clients not to provide their name, avoiding any type of coding on the surveys, and avoiding questions that might otherwise identify the client, such as county of residency.
 - e. Sub-Recipients must implement methods to encourage client participation and maximize the return rate of surveys, including providing a self-addressed stamped envelope, providing a drop box in the office, sending multiple mailings, calling all clients to encourage participation, etc.
 - f. Providers are required to apply this information to program improvement efforts, when possible. The HRA will review documentation during regular monitoring visits that surveys were analyzed, shared with all staff, reviewed to determine ways to improve services, and testing potential changes to services.
 - g. Providers are required to report activities related to the collection of client satisfaction information on the quarterly report. Results of surveys and any other relevant documentation should be attached to the report.
 - h. The HRA's QM Committee will review annually client satisfaction data and will use any relevant information collected from the surveys for quality improvement efforts. The HRA will work with Sub-Recipients to implement needed changes.

§4.11 Reporting Program Income

POLICY:

According to the Uniform Grant Management Standards (UGMS), program income is the gross income received by the Recipient or Sub-Recipient directly generated by a grant supported activity or earned only as a result of the grant agreement during the grant period, which is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income may come from a variety of sources. Some examples of program income are fees paid by clients, third party reimbursements from Medicaid, Medicare, commercial insurance payments, etc. Program income may also be generated through donations from clients as a direct result of the services provided by the agency. An example of this situation is when a client is not required to pay a co-payment; however, the client makes a voluntary cash donation.

Agencies generating program income must submit a Program Income Allocation Plan (PIAP) with the agency budget. It is important to note that program income earned as a result of a Program activity that is funded by HRSA and other non HRSA funding sources must be allocated to each funding source on a Program Income Allocation Plan.

PROCEDURE:

The Service Provider must submit the agency's Program Income Allocation Plan (PIAP) with its budget at the initial contract negotiation. The PIAP will include the following:

- The amount expected to be generated from each funding source for each service category; and
- A description of how the agency intends to use the program income generated from each funding source and each service category.

Additionally, the Service Provider will submit a quarterly report of the amount generated by the agency in program income on a Report on Program Income form. Upon review of your submitted Report on Program Income, the HRA will notify your agency of whether the request to use these funds has been approved.

§4.12 Use of Program Income

POLICY:

The HRA has determined that agencies generating program income during the grant year may retain such funding for use to further eligible program projects or objectives, or to supplement shortages in funding for certain service categories.

After an agency makes a recommendation to the HRA as to how it will use its generated program income, the HRA will review the agency's Program Income Allocation Plan (PIAP) and Report on Program Income to determine if the funds will be used most effectively and notify the agency if the recommendation has been approved. If the HRA does not approve the agency's recommendation, the HRA will recommend areas where the funds would most benefit the Ryan White program.

PROCEDURE:

Service Providers will submit a monthly report of the amount generated by the agency in program income on a Report on the HIV detail Upload form. Upon review of your submitted Report on Program Income, the HRA will notify your agency of whether the request to use these funds has been approved.

§4.13 Sub-Recipients Client Grievance Process

POLICY:

The HRA has established required elements for a Sub-Recipient's client grievance process.

PROCEDURE:

1. Sub-Recipients must have a client grievance process that includes the following:
 - a. Assurance that the process will be conducted in an impartial and timely manner.
 - b. Assurance that, if requested, client confidentiality will be protected during the process.
 - c. Assurance that clients and their caregivers have the right to file and pursue grievances without fear of loss of services or any form of retaliation.
 - d. Assurance that the complainant will be provided with a written response regarding the result of the complaint.
 - e. For clinical and case management services, there must be a policy and procedure in place reflecting that a clinician with appropriate training and credentials to evaluate quality of care must evaluate complaints of a clinical nature.
 - f. When there is or may be a conflict of interest in having a member of the agency staff review the care, the complaint should be referred to the HRA for either clinical or non- clinical care issues.
 - g. Client must have the option of contacting the HRA once the Sub-Recipients process is complete, to have their grievance investigated by the HRA. This must be included in the written policy along with updated contact information for the HRA.
 - h. Timelines must be imposed for processing the complaint to ensure a rapid response.
2. For Housing Opportunities for Persons with AIDS (HOPWA) services, the Sub-Recipients may terminate assistance to a participant who violates program requirements; however, Sub-Recipients should terminate assistance only in the most severe cases. The Sub-Recipients may resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a participant, the Sub-Recipients must provide a formal process that recognizes the rights of the individual receiving assistance to due process of law. This process, at a minimum, must consist of:
 - a. Providing the client with a written notice containing a clear statement of the reason for termination;
 - b. Permitting the client to have a review of the decision, in which the client is given the opportunity to confront opposing witnesses, present written objections, and be presented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - c. Providing prompt written notification of the final decision to the client.
 - d. Clients may appeal these subrecipient decision using the grievance procedures found in this document (reference page 25).

§4.14 Resolving Conflicts with Sub-Recipients

POLICY:

A Sub-Recipient shall utilize its internal grievance procedures for all complaints made by another Sub-Recipient agency, or other persons concerning programs funded by the Contract. If the grievance cannot be resolved at the provider level, the complaining party has the right to file a complaint with the HRA.

The HRA will provide a process by which conflicts with Sub-Recipient can be addressed and resolved quickly. A Sub-Recipient shall not be discriminated against nor suffer retaliation as a result of filing a grievance in good faith or participating in the investigation of a grievance.

A grievance with a service provider may be filed by an employee, or another Sub-Recipient, on one or more of the following grounds: improper application of rules, regulations, and procedures (but not the rules, regulations and procedures themselves); unfair treatment; illegal discrimination based on race, religion, color, sex, sexual harassment, sexual identity, gender identity, age, disability, or national origin; improper application of fringe benefits; or improper working conditions. It is the policy of the HRA, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those that occur.

PROCEDURE:

1. Informal Complaints. The first step in the conflict resolution process is for the complaining party to attempt to resolve the conflict by some form of informal conference with the Department Director of the agency of which the complaint is against. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to all parties, a formal written or verbal complaint may be filed.
2. Formal Complaints. Formal complaints may be made verbally or in writing, signed by the complaining party, and presented to the Program Manager. A statement of the specific remedial action requested by the complainant must be included in the written grievance form.
3. The Program Manager II of the HRA will review the grievance in order to determine the best way to respond to the complaint.
4. The service provider will receive an initial written acknowledgement from the HRA within ten (10) working days following receipt of the written grievance. The response time may be longer if the Program Manager II is unavailable at the time the grievance is received. This acknowledgement will outline the process for reviewing and responding to the grievance (including who will be involved in the process, the projected timeline, and who will respond in writing to the complainant).
5. The service provider will receive a written response to the grievance within fourteen (14) working days following receipt of the written complaint. The response will outline the steps that will be taken to try and resolve the grievance. The HRA will try and resolve grievances as quickly as possible and, where appropriate, with the least amount of formality. Steps that will be used in resolving grievances will most often include conference calls and meetings between HRA and Sub-Recipients.

6. If the grievance is not resolved to the service provider's satisfaction, the Sub-Recipients may appeal to the Director. The appeal must be made in writing to the Director, specifying the reason(s) for the appeal. At the time of the appeal, the Director will determine the process for reviewing and responding to the appeal (including who will be involved and the projected timeline for reviewing and responding to the appeal).
7. If the conflict is not resolved to the Sub-Recipients' satisfaction following the appeal, the Sub-Recipients can submit a complaint to the HRSA, DSHS and/or HUD.

§4.15 Distribution of Bus Passes and Availability of Discounted Bus Passes for Ryan White Eligible Clients/Planning Council Members

POLICY:

Distribution of Bus Passes

Ryan White funding must be equitably distributed without preference to an Agency or Case Manager. If a client is deemed Ryan White Eligible based on the criteria outlined in the most current revision of the Standards of Care, he or she can receive a bus pass at your agency.

Discounted Bus Passes

Ryan White is the payer of last resort; as such if a client is eligible for a discounted CapMetro bus pass the client should receive one. Discounted bus passes are available to agencies who provide services to individuals with low incomes.

All Agencies will be monitored. Documentation of Ryan White as payer of last resort is required. This includes a case note in TCT regarding eligibility for a discounted bus pass.

§4.16 Technical Assistance

POLICY:

Due to the various needs that will arise for Sub-Recipient, the HRA will provide technical assistance at the start of a contract for newly funded Sub-Recipients and on an as-needed basis throughout the contract period. The responsibility lies with the Sub-Recipient to request additional technical assistance after the initiation of a contract. The HRA may also initiate technical assistance as a need is identified.

PROCEDURE:

1. Contract Start-Up
 - a. Within three (3) months of the date that an agency commences services, the HRA will schedule an Orientation Site Visit.
 - b. The HRA staff will request certificates and provide initial training on the TCT (or other designated system) to the staff responsible for data entry and quality management. This will be done in a reasonable timeframe as established by the HRA and the agency.
2. Further Technical Assistance
 - a. As the HRA becomes aware of significant changes in contract requirements, the HRA staff may schedule a Sub-Recipient meeting as necessary and as funding allows. The HRA may also send out information via e-mail or coordinate

conference calls in order to conserve funds.

- b. If the changes are minor, the HRA can explain the changes via e-mail.
- c. The HRA will provide training requested by the Sub-Recipient as needed for the TCT or other designated system.
- d. The HRA will also provide additional technical assistance as needed. Technical assistance will be provided mainly through e-mails, phone calls, meetings and onsite visits. HRA staff will first attempt to resolve technical issues by phone or email. If TA is provided by phone, the HRA staff will send a follow-up e-mail so both parties have the information in writing. Site visits will also be conducted as warranted by program needs. Sign-in sheets and agendas will be provided.

3. Requests for Technical Assistance

- a. For technical assistance, needs should be made in writing, via email, and sent to the HRA.
- b. The HRA staff has five (5) business days to attempt contact regarding the request. This timeframe may be extended if the appropriate staff need to respond to the requests is unavailable.
- c. When contact is made, an HRA staff member will assess the request and determine the most appropriate response with the agency.
- d. Technical assistance requests will be tracked in the Technical Assistance log, placed on the RW Calendar and reported to HRSA and DSHS, as required.

SECTION 5: DATA MANAGEMENT POLICIES and PROCEDURES

§5.01 Context and Background

HRA will abide by the requirements in DSHS HIV/STD Policy 231.002. The policy provides guidelines in collecting and reporting program data as required by DSHS of all client level information into Take Charge Texas (TCT) following the TCT Data Improvement Plan (DIP) Policy. Aligning with DSHS data management policy and procedures, HRA outlines the guidelines for the collection, storage, processing, access, sharing, retention, and disposal of data for all funding matrix (RWA, RWC, MAI, EHE, City GF, HOPWA) within the City of Austin, HRA. The policy defines the roles and responsibilities for data handling, establish data quality standards, address data security measures, procedures for data backup and recovery, detail protocols for handling sensitive or confidential information, provide guidelines for data sharing with third parties, and specify the process for regular policy reviews and updates. This policy serves as a strategic framework to promote efficient and ethical data management practices, safeguard sensitive information, and maintain data integrity throughout its lifecycle.

§5.02 Roles and Responsibilities

POLICY:

There are two key components involved in grant contract compliance and reporting: Client Level Services given and Client Level Data Collection for reporting to the funders. The two elements do not operate separately but work as a complimentary team to ensure:

1. The client remains at the center of all we do; and,
2. Continued support remains in place.

Within data management, there are two critical data managers – one at the Administrative Agency level and the other at the subcontractor level. The two must work in tandem to support not only the client but also the subcontractor and its HIV/AIDS program(s).

PROCEDURE:

I. Roles & Responsibilities

A. Administrative Agency Data Manager will abide by the requirements in DSHS HIV/STD Policy 231.002. The Austin TGA_HRA Data Manager will ensure the successful collection and reporting of data associated with the HIV/AIDS program in all contracts awarded to Austin TGA.

The HRA Data Manager is responsible for ensuring TCT users' level of permissions is correct and matches their job function; and only those who need access have access to the confidential data. HRA Data Manager ensures the confidentiality protection of client information emanating from Austin TGA and its subcontractors and reporting suspected or actual breaches to the responsible parties outlined further in this document. The role and responsibility of the HRA Data Manager includes, but is not limited to, the following:

1. Will be in direct contact with the subcontractor's Local Responsible Party and/or Program Manager at all times.

2. Will collect and report program data as required by DSHS of all client level information into Take Charge Texas (TCT) following the TCT Data Improvement Plan (DIP) Policy.
3. Will enter all contracts and amendments into TCT.
4. Ensure that each subcontractor utilizes the data and program reporting format provided by DSHS.
5. Ensure subcontractors submit the Ryan White HIV/AIDS Program Services Report (RSR [HRSA]) annually for the calendar year, i.e., 01/01/20xx to 12/31/20xx. Will assist in improving data collection and reporting.
6. Respond to special requests for data from DSHS by the deadline specified.
7. Work with the DSHS TCT Team as requested on special projects and testing processes, as well as coordination of HRSA Ryan White HIV/AIDS Program Services Report (RSR) cleanup and submitting.
8. Assist in ensuring Ryan White funds are the payor of last resort, specifically by monitoring the insurance status and federal poverty level of clients entered into the TCT system. (Note: HOPWA clients may not be above the 80% FPL).
9. Comply with and fulfill all requirements of the Uniform Reporting System and attend computer systems training supported by DSHS.
10. Fulfill data management activities consistent with the performance standards developed by DSHS & HRSA. Provide technical training on a Uniform Reporting System when requested to subcontractors.
11. Create curriculum for technical assistance, if needed.
12. Create an internal TCT Data Management process manual for specific job functions for when Data Manager is unavailable for subcontractor assistance.
13. Develop and keep current data management policies in line with the DSHS and HRSA requirements, and that do not place an undue burden on subcontractors or create barriers to client services and care. Policies are to include, but not limited to:
14. Establish TCT confidentiality and client file information security processes.
15. Ensure quality data in reporting to DSHS and HRSA.
16. Provide data-driven leadership to subcontractor TCT users.
17. Create customized reports to enhance monitoring and reporting of client level data.
18. Prepare the Data Improvement Plan for submission to DSHS in a timely manner; meeting DSHS deadlines.
19. Prepare all subcontractors for HRSA RSR and HRSA HAB annual year-end reporting.
20. Ensure all computers used for accessing TCT meet required standards established by DSHS.
21. Performing support functions to HRA team members.
22. All other functions to support the success of the program.

B. Local Responsible Party is a requirement of the HIV/AIDS Program established by DSHS and monitored by Austin TGA. The Local Responsible Party (LRP) is employed at the discretion of the subcontractor and is the data quality manager for the subcontractor. Responsibilities include, but are not limited to:

1. Ensuring internal security of client level data and information.
2. Ensuring HIV/STD data management and security policies are in place.

3. Contributing to security related Quality Assurance (QA) through: Office walk-throughs of case management offices.
4. Monthly or quarterly reports such as the DIP, HRSA RSR preparation, etc.
5. Self-assessments.
6. Acting as a liaison to the Austin TGA Data Manager; and,
7. Other data management and quality assurance duties as identified.
8. Maintain client list of TCT Users and Permissions.

§5.03 System and Security Requirements

POLICY:

Austin TGA, in accordance with DSHS requirements, will enforce the following requirements prior to installing TCT security certificates on subcontractor computers.

PROCEDURE:

All users' computers are required to comply with the minimum hardware criteria and security standards set forth in DSHS policy. TCT cannot be installed on a computer that uses Cloud Technology due to potential breach issues.

§5.04 Confidentiality: Client Files and Information

POLICY:

For the purpose of client files, this portion of the policy will cover the sharing of files or transferring of client files and/or information or data electronically.

PROCEDURE:

There shall be no transferring of confidential or sensitive personal information; including Personal Health Information (PHI) and Personal Identifiable Information (PII), unless the venue through which the information is shared is password protected.

When it is time for a hard copy client file to be destroyed, after the appropriate time frame, the file must be cross shredded by the agency; or the agency must provide proof that the file is to be shredded by a reputable company that handles confidential client information.

§5.05 Confidentiality Training

POLICY:

All TCT users must undergo yearly confidentiality and file security training.

PROCEDURE:

All new TCT users must take the approved DSHS online security training and confidentiality training prior to gaining access to TCT. The purpose of the Security Training Standard is to ensure users are aware of and adhere to security requirements. All continuing TCT users must take the approved DSHS online security training yearly. The training information will be provided to the subcontractors by the HRA Data Manager, at the beginning of a new calendar year.

§5.06 TCT Certificate and Permission Requirements

POLICY:

TCT is a real-time database system. TCT requires a SQL certificate and a password. The SQL certificate and the password cannot be shared. The SQL certificate is “tied” to the computer via the computer’s ISP address and may not be transferred to a new computer.

PROCEDURE:

The TCT User Certificate Request and Renewal Form and its instructions must be followed before an TCT certificate request is processed. It is the responsibility of the Local Responsible Party (LRP) to maintain a current TCT User Form at all times, this is obtained from the HRA Data Manager.

I. TCT Certificates Process

The DSHS and TCT certificate policy and process must be followed in accordance with the TCT User Certificate Request and Renewal Form.

II. Removal of TCT certificates

When a TCT user leaves the employ of a subcontractor, the LRP must immediately notify the HRA Data Manager. The HRA Data Manager removes access to TCT and notifies the DSHS IT Team. The LRP is required to remove the TCT certificate on the user’s computer and notify the HRA Data Manager via email the same day this occurs.

III. Permissions

No subcontractor will have the ability to change a client’s name, date of birth, mother’s maiden name and gender once that information has initially been entered into the TCT system. If this information needs to be updated or changed, the subcontractor will need to send a secured password protected email or call the HRA Data Manager. No subcontractor will have the ability to delete any information out of the TCT database. If information does need to be removed, subcontractor will contact the HRA Data Manager, via secured means to have the information removed. All other permissions are given at the sole discretion of the HRA Manager.

§5.07 TCT Client Duplication Prevention

POLICY:

Each subcontractor is responsible for auditing and monitoring TCT for quality data. A major negative impact to each subcontractor is the creation of duplicated clients in TCT. The client level data, including the number of unduplicated clients (UDC) and units of service (UOS), are closely monitored by Austin TGA, DSHS and ultimately HRSA.

PROCEDURE:

TCT users are **prohibited from forcing a client into the TCT system**.

TCT users are required to notify the HRA Data Manager by telephone when a new client has been seen by a subcontractor and that client cannot be entered into TCT, due to an error message, advising that the client number is already in the system.

The definition of forcing:

- a) Changing a Date-Of-Birth (DOB), or
 - b) Changing a digit(s) in the Social Security number, or
 - c) Changing the client's full name, etc., or
 - d) Any combination of the above and others potentially not listed.
1. No TCT_user may leave the client's information in a voice telephone messaging system, or send the client the new client information in an email as this is a violation of HIPAA, unless the email is password protected. The password, if it was not previously shared with the HRA Data Manager, will need to be sent in a separate email from the password protected document, or can be given to the HRA Data Manager on the phone.
 2. If a subcontractor comes across duplicate records in TCT. The subcontractor will either send an email to the HRA Data Manager listing only the duplicate TCT ID number and letting the Data Manager know there is a duplicate client in the system. The subcontractor can also call the HRA Data Manager and provide the Data Manager with that information over the phone.
 3. Clients who cannot be merged by the HRA Data Manager will be merged by DSHS designated team members. Only duplicate TCT Id's will be emailed to the DSHS email Help box. The new TCT ID will be shared with the subcontractors impacted by the merge.
 4. The HRA Data Manager will run a Duplicate Report monthly and correct potential duplicates from being reported. This is found on the HRA's Agency Utility page.

§5.08 TCT: Client Share Status and Breach

POLICY:

The HRA Data Manager and DSHS require that each client file includes the signed TCT Client Information Sharing Consent Form indicating whether the client agrees to share their information in TCT. This document requires yearly updates and can be changed at will by the client at any point in time. Not sharing does not stop information from being gathered and input into TCT.

PROCEDURE:

I. Sharing Clients

No client information may be shared without the express written consent of the client as documented with the TCT Client Consent form that is noted in TCT and documented in the client's hard copy file and TCT. Subcontractors must indicate "Share" or "Non-Share" in the Eligibility subtab in the Notes field of TCT.

II. Client Information Breach

The subcontractor will immediately notify the HRA Data Manager of any breach, or suspected breach, of TCT. HRA Data Manager will follow HIV-STD Program Policies, Breach Report Forms and instructions. The HRA Data Manager will:

- a) Initiate processing of the breach protocol document to be shared with DSHS.
- b) Initiate a mandatory corrective action plan involving the TCT user.
 1. Notify all required parties:
 2. The HRA Program Manager.

3. Notify the subcontractor's Program Manager and LRP.
4. DSHS TCT Team: and,
5. Others as stipulated in the DSHS breach policies.

§5.09 Data Quality Management

POLICY:

HRA Data Manager works with all subcontractors to ensure a high level of data quality in the Austin TGA/HSDA. The teamwork does not replace the ultimate responsibility of reporting clean data by the subcontractor.

PROCEDURE:

Subcontractors are notified when missing or unknown data is found and are required to correct the data within a timeframe outlined by the HRA Data Manager. The deadline may be adjusted to meet the needs of the HRA Data Manager and the subcontractor. Austin TGA will provide assistance to subcontractors when possible and may require corrective action plans.

Subcontractors must comply with DSHS policy and Documenting Case Management Actions in TCT.

§5.10 TCT Training and Technical Assistance

POLICY:

Due to the various needs regarding data management that will arise for subcontractors, the HRA Data Manager will provide technical assistance on an as-needed basis throughout the contract period when requested by the subcontractor.

PROCEDURE:

All training should be sent via email to the HRA Data Manager. Email from subcontractor should include what topic(s) the subcontractor has questions or needs clarification on.

1. The Technical Assistance will occur via teleconference and / or by computer conferencing and / or in person.
2. It is the sole discretion of the subcontractor as to whether they would like the HRA Data Manager to train new employees or if the subcontractor would prefer to train their own new employees.
3. Austin TGA may also conduct an annual all-subcontractor, in-person data management training session, covering topics to be determined by Austin TGA and subcontractor staff.

§5.11 Date of Death Policy

POLICY:

The Date of Death Policy was established by DSHS and Austin TGA to keep all subcontractors within the State of Texas abreast of the client's current status. All subcontractors who served the client at any point of time must be given ample time to input their services and/or ensure their files are prepared for closure in TCT specifically.

PROCEDURE:

1. The client's date of death must be confirmed via a third party, i.e., obituary, doctor, medical profession.
2. Only the HRA Data Manager may input the Date of Death per DSHS.
3. Once a client is reported deceased, report via an email to the Data Manager the following:
 - a. TCT Client ID
 - b. Reported Date of Death
4. The HRA Data Manager will email all subcontractors and HSDAs involved with the client that this client has been "Confirmed Deceased".
5. NOTE: No subcontractor TCT user is allowed to perform this process.
6. Should the subcontractor unintentionally mark the client as "Confirmed Deceased," immediately contact the HRA Data Manager.

SECTION 6: PLANNING POLICIES and PROCEDURES

§6.01 AUSTIN TGA/HSDA Community Input

POLICY:

In accordance with HRSA policies regarding required community input, the HRA will obtain community input through the Planning Council when setting service category priorities, service category allocations, and in developing the integrated services plan. The HRA staff may obtain community input for other planning activities utilizing the methods detailed in the community input plan.

To ensure that the voice of the community, those living with HIV are a part of the planning the delivery of services, planning activities will be carried out in accordance with HRSA Policies and Procedures.

PROCEDURE:

The HRA staff will use input methods appropriate for the TGA and HSDA. The HRA staff will notify community members of the planning product in development. Community input and participation will be incorporated throughout the planning product's development. Planning products, to include needs assessments, the Integrated Plan, and Resource Allocation, will be open to public and subject to the Texas Open Meetings Act, and utilize the input methods detailed in the input plan. The final draft of the planning product will be available to the Public. Input will be handled in accordance with HRA planning policies.

§6.02 AUSTIN TGA/HSDA Community Forums

POLICY:

To comply with HRSA policy regarding community input requirements, the HRA will conduct a community forum once a year for the HSDA.

PROCEDURE:

Notification of the community forum will be posted in such a way as to reach the largest audience. The HRA will make a full faith effort in recruiting as many people as possible for attendance of the community, including making the event available online.

Community Forums will be conducted at a facility that is wheelchair accessible and near public transportation whenever possible. Copies of materials being presented will be made available to those in attendance. Community Forums, at minimum, will cover the integrated services plan, including the service category allocations for the next contract year.

§6.04 Use of Ryan White Part A Funds for Client Incentives

POLICY:

The Ryan White (RW) Part A Notice of Award (NOA) states that grant funds may be used to provide gift cards for participant incentives.

The Administrative Agency (HRA) policy sets the guidelines for Ryan White Part A Service Providers in the Austin Transitional Grant Area (TGA).

PROCEDURE:

The NOA specifies that only a "nominal amount" of grant funds may be used for incentives.

The HRA is establishing a maximum amount of \$100 per instance that a single client may receive in incentives from one agency with Part A funds. Any individual client may only receive \$550 in gift card incentives in any one calendar year.

The purpose of providing incentives to clients is to improve clients' health by encouraging medical compliance.

Gift cards used as incentives cannot be used to purchase alcohol, tobacco, or firearms. Gift cards used as incentives cannot be redeemable for cash. Service Providers must take these restrictions into account when selecting retailers from whom to purchase gift cards.

When clients receive a gift card, they must initial a receipt. One copy of the receipt should be kept by the service provider and one copy should be given to the client.

The receipt must include a statement that the client understands and agrees to abide by the restrictions of the incentive, i.e., that it is not used for alcohol, tobacco, firearms, illegal drugs or other substances, or traded for cash and the amount received does not exceed the maximum allowed in a single grant year.

The Service Provider must maintain a documentation log for each client gift card distributed. It must include, at a minimum, the purpose of the gift card, the client's agency ID, the date the card was distributed, and the card's serial number. The client receiving the gift card must initial the log. The HRA will monitor compliance as part of routine fiscal monitoring.

Gift Card Receipt

TEMPLATE

Gift Card Receipt	Receipt Number: _____ Date: _____
Received From _____ in the amount of \$ _____	
Purpose Gift Card is For: _____	
Gift Card Serial Number: _____	
<i>Client understands and agrees to abide by the restrictions of the incentive, i.e., that it not be used for alcohol, tobacco, firearms, illegal drugs or other substances, or traded for cash and does not exceed the maximum allowed in a single grant year.</i>	
Received By Initials: _____	
Client ID: _____	

Gift Card Receipt	Receipt Number: _____ Date: _____
Received From _____ in the amount of \$ _____	
Purpose Gift Card is For: _____	
Gift Card Serial Number: _____	
<i>Client understands and agrees to abide by the restrictions of the incentive, i.e., that it not be used for alcohol, tobacco, firearms, illegal drugs or other substances, or traded for cash and does not exceed the maximum allowed in a single grant year.</i>	
Received By Initials: _____	
Client ID: _____	

Gift Card Receipt	Receipt Number: _____ Date: _____
Received From _____ in the amount of \$ _____	
Purpose Gift Card is For: _____	
Gift Card Serial Number: _____	
<i>Client understands and agrees to abide by the restrictions of the incentive, i.e., that it not be used for alcohol, tobacco, firearms, illegal drugs or other substances, or traded for cash and does not exceed the maximum allowed in a single grant year.</i>	
Received By Initials: _____	
Client ID: _____	

SECTION 7: CONTRACTING, COMPLIANCE, AND MONITORING POLICIES and PROCEDURES

§7.01 Subcontracting for Services (RFP Process)

POLICY:

The Social Services Contracting Units (SSCU) may administer agreements as a result of a competitive process. Competed agreements are awarded funds after going through a solicitation process, which includes the evaluation of an Proposal or proposal based on a set of pre-determined criteria. The SSCU may choose to compete part or all of an issue area or a specific allotment of funding originating from the City's general fund. The decision to compete general funds will be made by APH leadership, the City Manager's Office or City Council. In addition, funding sources (i.e., State or Federal grant funds) may stipulate that those funds be competed.

Some funding sources, such as State or Federal grant programs, may also require the use of a Notice of Funding Availability (NOFA) prior to holding a competitive process. NOFAs are typically published on one weekday for two consecutive weeks in the Legal Notices section of a local publication that reaches several thousand readers or subscribers, such as the Austin American Statesman or the Austin Chronicle.

NOFAs will generally contain a request for Letters of Intent from agencies to gauge the interest of potential applicants. A competitive process may not be necessary, based on the number of respondents submitting a Letter of Intent. For instance, if only one Letter of Intent is submitted by an interested applicant, APH may choose to not hold a competition based on the lack of interest by other applicants, as long as the interested party is eligible for funding and is capable of administering the program services that are being solicited.

The timeline for launching and awarding agreements through a solicitation process is at least six months.

PROCEDURE:

A Request for Application (RFA) is used to identify interested and qualified service vendors that can apply for funds that are often associated with city, state, or federal grants. The City of Austin Financial Services Purchasing Office has determined that Austin Public Health has the authority to solicit and procure social services independent of the Purchasing office and has reviewed and approved the process established by APH.

If APH chooses to compete funds through an RFA, the solicitation process will be implemented within the Social Services Contracting Unit (SSCU), with minimal assistance and guidance from

the Financial Services Purchasing Department and APH Purchasing Unit, and APH SSCU shall accept the responsibility for the agreement administration.

For social services competition information, refer to the [APH competitions website](#) or email the APHCompetitions@AustinTexas.gov. For the City’s purchasing rules, refer to the [City of Austin Purchasing Manual](#)

1. Procurement Method

- a. Procurement Services staff solicits “sealed” bids and proposals utilizing Request for Application (RFA) process for HIV services. The requesting department, RWP, is considered to be the expert in determining the need. APH Procurement Services staff facilitates the formal procurement process to ensure it is aligned with best practices, is fair and transparent and follows state procurement laws as well as the APH Procurement Policy.
- b. Request for Application (RFA) – a formal solicitation to obtain proposals for the purchase of goods or services. The user department is responsible for submitting a statement of work (SOW) or technical requirements, that defines the needs and requirements of the Health System. Expertise or competency is mandatory, while pricing and other factors can be negotiated. Procurement Services staff ensures the SOW or technical requirement is quantified and structured to
 - i. Secure the best economic advantage utilizing best value determined in part by total cost of ownership; however, the final decision will not be based solely on price
 - ii. State the needs clearly
 - iii. Be contractually sound
 - iv. Be unbiased towards vendors
 - v. Encourage innovative solutions to the requirement
 - vi. Permit free and open competition to the maximum extent reasonably possible
 - vii. Appropriately score the proposals based upon the defined Decision Matrix that is included in the formal solicitation.

2. Developing and Launching eh RFP

Solicitation Team: Within the APH Social Services Contracting Units, there is a designated staff person, the solicitation point of contact (solicitation program officer) responsible for developing, releasing, and managing the RFP process. This point person is responsible for coordinating the development of the solicitation documents, advertising the RFP, the launching of the solicitation to the public, the pre-bid meeting(s), the questions and answers while the solicitation is open, and the evaluation process. The solicitation program officer must be a staff person within APH SSCU.

The naming convention of the solicitation is as follows: “RFP – [year launched] – [solicitation number in that year, chronological order] – [solicitation name]”, *e.g. RFP 2021-007-Emergency Solutions Grant Homeless Services*.

Community Outreach: For certain solicitations, APH will conduct community outreach to obtain feedback on priorities for funding. A Community Outreach plan will be developed and included in the solicitation file. Community stakeholder meetings will seek to receive feedback regarding:

- Community needs for specific services or initiatives
- Input on a particular strategy
- Input on a plan for addressing a need of a specific population

APH will produce a document summarizing the solicitation and produce a survey, list of questions or a prioritization tool for the community to complete. APH will make efforts to include affected community members in community input and locate opportunities for input in areas that are convenient. Any input meetings may be virtual or in-person, or a hybrid of both.

Community and stakeholder meetings could include:

- Ad-hoc stakeholder meetings with agency staff and community members
- Presentations to Council Commissions including Quality of Life Commissions and other relevant Commissions
- Public Hearings at Austin City Council
- Survey response from the Speak-Up Austin or other community input websites, surveys sent to stakeholder email lists, or paper surveys at targeted events or locations

RFP Scope of Work: The solicitation program officer works with APH issue area SSFS to develop an initial draft of specifications/scope of work.

The Scope of Work of the RFP may include some or all of the following:

- Introduction
- Background and Purpose of Funding
- Funding and Timeline
- Priority Populations and Eligible Program Services
- Agency Experience and Attributes
- Principles of Service Delivery
- Applicable Local, State or Federal Requirements for Agreement Implementation
- Evaluation factors
- Applicant Minimum Qualifications
- Other instructions regarding applying

External units, divisions, departments or organizations may provide input into the solicitation as issue area experts. This feedback supports the solicitation program officer and the issue area SSFS in the development of the Scope of Work.

External sources may provide input into the following elements of the Scope of Work:

- Background and Purpose of Funding
- Priority Populations and Eligible Program Services
- Agency Experience and Attributes
- Principles of Service Delivery
- Applicable Local, State or Federal Requirements for Agreement Implementation

The input provided by external sources will be reviewed by the APH SSCU solicitation program officer, issue area SSFS and Unit Managers who will determine to include some, all or none. The final determination and responsibility for all content produced by the solicitation team resides within the APH SSCU.

If requested by City or department leadership, APH staff will coordinate a public input process to seek feedback and information about the needs of a particular community or sub-population in the community.

External sources may support the solicitation program officer to organize community input session(s). Review of the data collected by these input sessions will be conducted by the SSCU solicitation program officer or issue area SSFS. The determination of what to include from these sessions will be made solely by the SSCU solicitation team.

Communication with external sources: Any external source providing input into the Scope of Work, supporting the community input sessions or any other solicitation input must be responsive to requests for information from the solicitation program officer. In general, the solicitation program officer will provide a due date for input from any external source, which will not be more than 3 business days after submitting a request for information. Follow up communications will be timely; any request for information or clarification that is not provided by an external source, including another unit or division within APH, within 3 business days will not be incorporated.

Finalizing the RFP Package: The solicitation program officer finalizes the scope of work, proposal form, evaluation tool, and related RFP documents (*see below*) and drafts an initial solicitation timeline. The SSCU solicitation team may ask the department's assigned purchasing buyer to review the specification/scope for completeness and accuracy. The buyer is the only source outside of the SSCU solicitation team and department leadership that may review the entire solicitation package and provide guidance. The solicitation package is published online and in the grants management database.

The solicitation package consists of the following:

Form Number	Title	Guidance
1	Offer Sheet template	Forms 1-4 must be filled out, signed, scanned, and uploaded into the application database
2	RFP Proposal template	
3	Program Budget and Funding Summary – Annual template Program Budget and Funding Summary – Multiyear template	
4	COA Certifications and Disclosures	
Exhibit Number	Title	Guidance
A	Threshold Review	Threshold Application must be completed in the application database
B	Standard Solicitation Provisions and Instructions template	Information Only
C	Scope of Work template	
D	APH Client Eligibility Requirements	
E	Standard APH Agreement Boilerplate and	
F	Applying for APH-Funded Opportunity: Partnergrants Instructions	
G	Grant Certifications and Disclosures, if applicable, Example	

RFP Advertising: APH will create a unique solicitation website for each RFP. The RFP website will be listed in the *Open Funding Competitions* section of the [APH Social Services Competitions website](#). When an RFP closes, the website will remain active and move to the *Closed Funding Competitions* section of the APH Social Services Competitions website. All Forms and Exhibits listed in the table above will be accessible through the solicitation website.

APH staff will advertise the RFP in the local paper including the Austin Chronicle or the Austin American Statesman for two consecutive weeks, one day per week. For example, two Mondays in a row in the Austin American Statesman. RFP program officer will obtain a notarized affidavit of publication from the newspaper and add it to the official RFP file. The [costs will be tracked in a spreadsheet](#) kept in the solicitation channel in Teams.

In addition, the solicitation program officer notifies the public of the solicitation through email to the RFP solicitation to current grantees and potential vendors (email group lists that are

maintained by APH program staff). When soliciting grant funding, APH staff will follow grant requirements for notification to the community. The solicitation is open for applicants for six to eight weeks.

When a solicitation is released, APH staff will notify the public in the following ways:

- Email notifications sent to a solicitation list managed by APH Social Services which includes over 650 vendors.
- Targeted email notification to special populations, communities and stakeholders for a specific issue area or community that is the focus of the solicitation.
- All solicitations are published on the Austin Public Health APH Competitions website. When the website is published, an announcement is emailed to all individuals who have signed up for updates to the APH webpage.

Pre-Bid Meeting(s): The solicitation program officer facilitates the pre-bid meeting(s) and answers questions from potential applicants at the pre-bid meeting(s). Any necessary addenda are issued by the Solicitation program officer for the RFP. The pre-bid meeting(s) is not typically required for applicants. Pre-bid meeting(s) occur within one to two weeks after the solicitation has launched and are 1-2 hours in duration. The Pre-Bid meeting includes Offeror tips and descriptions of how to submit a proposal.

Questions and Answers: APH receives questions from potential applicants via pre-bid meeting, email, phone calls, letters, database questions while the solicitation is open until one week prior to the due date of Proposals. Questions and answers are typically posted on APH's competition website and the grants management database once per week while the solicitation is open.

The solicitation program officer may request assistance in responding to a question. If the issue area SSFS, Unit Manager and/or department leadership or an external source is requested to provide input into an answer from a question, the solicitation program officer will contact them within 2 business days of receiving the question.

If an external source is contacted, they are informed that they have 2 business days to provide input into the response. The input from any external source is reviewed by the SSCU solicitation team who determines what will be included in the answer. Internal staff are given 3 business days to respond to the solicitation program officer.

Technical Assistance for Submission of Proposals: Technical Assistance materials and online webinar trainings will be made available on the solicitation website, the APH Competitions website and on the APH Social Services YouTube channel. APH staff will provide regular training opportunities for prospective Offerors on the solicitation process. APH will also provide on-demand technical assistance and training to prospective Offerors as needed.

Opening of RFP Proposals: All proposals will be submitted in the online contracting database used by the SSPU. Only the RFP program officer will have access to proposals submitted until the deadline. After the RFP deadline, the RFP program officer and the Unit Manager together will open the proposals, review them for completeness and then release them for review to the evaluation team members within the database system.

RFP Protest Procedures: Detailed Protest procedures will be outlined in every RFP Exhibit B: Standard Solicitation Provisions and Instructions. The process follows a flowchart that has been approved by the APH Purchasing Office.

Maintaining an official RFP File: The RFP program officer will maintain an official RFP file that will include the following components that will be provided to the APH Purchasing Department:

- 1) Proof of Advertising - notarized affidavit of publication of advertisement
- 2) Email notification to RFP list with number of agencies solicited
- 3) RFP Packet
- 4) Pre-Bid Meeting attendance and presentation
- 5) All Questions and Answers
- 6) Threshold Review documents submitted by Agencies and Threshold Review approval email
- 7) All submitted proposals
- 8) Evaluator confidentiality, conflict of interest, Proposals
- 9) Evaluator Forms submitted by the Technical Evaluation Team
- 10) Evaluation Rubric sent to Leadership for approval with all agency scores and recommended awards
- 11) Approved award list with agency, program, award amount

3. **Approval Authority Levels**

The following dollar limits generally apply for City Purchases:

From	To	Method	Advantage3 Document	Approval	Notes
\$0.01	\$150.00	Petty Cash Or Request For Check (GAX) Or Procurement Card	None	Department	Purchase made based on a single quote; may be done as reimbursement to employee with Petty Cash; or by processing a request for a check with a GAX, (For specifically granted exceptions. To view the list of exceptions, click HERE.) To find out more about the Procurement Card, click HERE.
\$150.01	\$500.00	Request For Check (GAX) Or Procurement Card	None	Department	Purchase made based on a single quote; may be done by processing a request for a check with a GAX or by using a Procurement Card. To find out more about the Procurement Card, click HERE.
\$500.01	\$3,000.00	Procurement Card Or Departmental Purchase Order	None Or PO	Department	Purchase made based on a single quote. To find out more about the Procurement Card, click HERE.
\$3,000.01	\$5,000.00	Departmental Purchase Order	PO	Department	Purchase made by Department based on three quotes (2 contacts to certified Woman or Minority Owned Businesses).

From	To	Method	Advantage3 Document	Approval	Notes
\$5,000.01	\$50,000.00	Central Purchase Order Or Master Agreement	RQM >> MA RQS>>CT	Department*/ Central Procurement Specialist	*Department or Purchasing Office may conduct an informal solicitation - Request For Quotations (RFQ); Central Purchasing reviews and makes award; one time purchases are done with Central Purchase Order (CT); recurring requirements are placed on Master Agreements (MA).
\$50,000.01	CM Authority	Central Purchase Order Or Master Agreement	RQM >> MA RQS>>CT	Purchasing Officer or Designee	Purchasing Office conducts formal (advertised) solicitation. Purchases are done with Central Purchase Order (CT); recurring requirements are placed on Master Agreements (MA).
CM Authority	City Council Approval	Central Purchase Order Or Master Agreement	RQM >> MA RQS>>CT	City Council	Purchasing Office conducts formal (advertised) solicitation. Results are submitted to the City Council for award by means of a Recommendation for Council Action (RCA). One time purchases are done with Central Purchase Order (CT); recurring requirements are placed on Master Agreements (MA).

*RFQ's resulting in a MA, must be solicited by the Purchasing Office. Departments can only issue RFQ's which result in a CT.

Note: Departments should communicate with their Central Procurement Specialist to identify and utilize existing contracts and/or to create a new contract for commodities for which they foresee a long term or ongoing need.

4. Administering Agreements Awarded by the Solicitation Process

Agreements that are awarded by a solicitation process generally follow the same procedures for agreement negotiation and execution as sole source agreements:

1. Department staff negotiates and finalizes agreement exhibits with awarded agencies
2. Negotiated agreements are assembled by Department staff and signatures obtained from awarded agencies
3. Agreements are routed with Request for Council Action (RCA) and other required supporting documentation for APH internal approvals
 - a. Specific additional items that are included for agreements that are awarded as a result of a solicitation in the routing packet are the following:
 - i. Solicitation Offer Sheet
 - ii. Exhibit B: Solicitation Definitions, Provisions and Instructions
 - iii. Exhibit C: Solicitation Scope of Work
 - iv. Any addendums to the original solicitation documents
 - b. The solicitation program officer will provide an email to the Grants Program Manager, Business Process Specialist and RCA Coordinator(s) which includes:
 - i. Solicitation name and number
 - ii. List of agencies and proposed programs being awarded and amounts
 - iii. Required documents to include in the routing packet
 - c. When the contract managers are ready to submit the Contract Development Request (CDR), they will follow the standard procedure for submitting new grantees and program names, as applicable, to the Business Process Specialist, which will be an email that includes the following information:
 - i. Agency name and DBA as appears in the Financial Services Department portal: [Welcome to FSD Portal \(austintexas.gov\)](http://www.austintexas.gov)
 - ii. The agency's City of Austin Vendor ID
 - iii. The program name which must be 50 characters or less and not a duplicate of a previous agreement name
 - d. The Business Process Specialist will add the grantee and program to the CDR Lookup list so that the contract manager may submit the CDR.
4. The Grants Program Manager assembles the contract package for routing and checks the box marked "Solicitation Documents" on the Office of the Director or Purchasing Routing slip.
5. The agreement package is routed up to APH Purchasing.

APH Purchasing executes the awarded agreement(s).

§7.02 Fair Monitoring of Sub-Recipients

POLICY:

All Sub-Recipients providing HIV client services funded by the Ryan White Program (RWP) will be subject to monitoring through periodic site visits that will evaluate the Sub-Recipient's internal policies, procedures, schedules, and record keeping for completeness, accuracy and adherence to contractual obligations. A site visit report specific to the agency's contractual scope of work will

be completed for all Sub-Recipients following each compliance site visit. Program, Fiscal and Clinical Quality Management Monitoring will be performed. The HRA has the discretion to contract out the program and clinical quality management monitoring process. Fiscal monitoring can be done by both HRA staff and /or a consultant. An HRA approved monitoring tool will be used for all site visits. The HRA may contract with a Consulting Agency to monitor subrecipients.

§7.03 Monitoring of Newly Funded Sub-Recipients

POLICY:

Due to the complexity of each funding source's compliance requirements, all newly funded Sub-Recipients may receive additional guidance in the form of an Orientation Site Visit. The HRA reserves the right to conduct additional site visits as necessary.

PROCEDURE:

1. Initial (Orientation) Site Visit
 - a. Within six (6) months of the date that a Sub-Recipient commences services, the HRA may schedule an Initial /Orientation Site Visit with the Sub-Recipients. The Initial/Orientation Site Visit may not be conducted if the HRA determines that all of the items to be reviewed and the information needed by the Sub-Recipients were covered during contract negotiations.
 - b. This site visit is an opportunity for the HRA staff to make introductions with the Sub-Recipients and give an overview of the roles and responsibilities of the HRA and the Sub-Recipients. The HRA staff will review the policies, monitoring tools, data requirements and other contract issues.
 - c. At a minimum, the Orientation Site Visit will consist of a review of the monitoring tools, a review of the Sub-Recipient's Administrative and Programmatic Policy and Procedure manuals, a review of personnel files, a review of any service specific standards of care, and a review of client files. The Fiscal Staff visit will consist of, but is not limited to, reviewing the Sub-Recipients' fiscal policies and financial records, as well as providing additional technical assistance as needed. The TCT Staff will also look at data security requirements.
 - d. In addition, the HRA will verify that the Sub-Recipient's client satisfaction process is in place.
 - e. Any recommendations for improvements and any required actions will be documented in a letter to the Sub-Recipient. The Sub-Recipient is responsible for addressing those recommendations prior to the next scheduled Site Visit. Failure to address the recommendations could result in sanctions including, but not limited to, disallowed expenses for that time period.
 - f. Following the Initial Site Visit, each HRA Sub-Recipient will be monitored according to the HRA monitoring policies.

§7.04 Annual Site Visits / Monitoring

POLICY:

All Sub-Recipients providing HIV client services funded by the Ryan White Program will be subject to monitoring through periodic site visits that will evaluate the Sub-Recipients' internal

policies, procedures, schedules and record keeping for completeness, accuracy and adherence to contractual obligations.

Additional site visits may be conducted as needed. The HRA retains the right to make unscheduled site visits at any time when the need is indicated by specific circumstances.

The HRA reserves the right to make virtual site visits, as necessary.

Site Review

The Administrative Agency or their designee will contact each Sub-Recipient to schedule a site review. Once a date has been established for the site review, the Sub-Recipient will receive a Site Review Announcement letter confirming the date of the site visit. A Review Tool, specific to each subcontractor's Scope of Work, will also be sent to the Sub-Recipients to help prepare the Sub-Recipients for the site review. The Sub-Recipients will be contacted by the Administrative Agency or their designee the week prior to the site review. The subcontractor will be contacted by the Administrative agency or their designees the week prior to the site visit to confirm date and time of the visit.

Site Review Announcement Letter

Once a Site Review has been established, written notification of the site review will be sent to the Sub-Recipient, approximately thirty (30) calendar days prior to the visit. Sub-Recipient staff, monitoring staff, and monitoring activities will be identified in the Announcement letter.

Contractor Workshop

A mandatory contractor workshop will be scheduled the week before the monitoring of Sub-Recipient begins. Sub-Recipients will receive the client lists that will be reviewed for compliance. The HRA or its designee will answer any questions Sub-Recipients have regarding the monitoring process.

Review Tool

The Review Tool, specific to the Standards of Care, will be prepared and distributed to the Sub-Recipient at the Monitoring Workshop. The Review Tool will outline specific monitoring activities, such as desktop auditing, contract reviews, contract compliance, and internal policies and practices.

Monitoring

Monitoring personnel will arrive at the designated Sub-Recipient site at the agreed upon date and time with proper materials for conducting the site visit. A verbal entrance conference will be conducted which will include introductions and an overview of the site visit.

Monitoring personnel will then conduct the site evaluation as outlined in the Review Tool.

A verbal exit conference will be conducted with appropriate Sub-Recipient staff summarizing initial findings and recommendations.

A formal written report of the site review will be prepared identifying specific recommendations and findings. The report will be sent to the Sub-Recipient within thirty (30) business days of the completed visit.

APH reserves the right to make all visits virtual, if necessary.

Sub-Recipient Response

Sub-Recipients will have thirty (30) business days to respond in writing to the formal site review report.

Response Review

The Administrative Agency will evaluate the Sub-Recipient's written responses and send written notification of any inadequate responses and a deadline for the Sub-Recipient's responses.

Review Closeout Report

When all findings from the site visit are properly resolved, a final closeout report that summarizes review findings, recommendations and corrective actions taken by the Sub-Recipient will be sent to the Sub-Recipients.

PROCEDURE:

1. Monitoring Process

- a. The HRA staff or their designee will contact appropriate Sub-Recipients staff to negotiate a scheduled date for the visit.
- b. Written notification of the site visit will be sent to agency staff 30 calendar days prior to visit. A copy of the monitoring tools to be used will be mailed to the appropriate Sub-Recipient staff 30 calendar days prior to visit. Monitoring personnel will identify the staff to be present and activities planned. The Sub-Recipient will be contacted the week prior to the site visit to confirm date and time of the visit.
- c. Sub-Recipients may submit copies of policies requested in each tool to the HRA or its designee at least 7 calendar days before the scheduled visit. The Fiscal Staff and/or Consultant will also send a tool to the Sub-Recipient, who will return the required documents within the timeframe requested.
- d. Monitors may conduct desktop audits of the Sub-Recipients prior to the on-site review. The desktop audit may include, but is not limited to, a review of timeliness of reports submitted by the Sub-Recipients, a review of agency/program policies and procedures, and a review of information in the TCT or other designated system regarding case management and client care.
- e. The HIV Resources Administration Unit (HRA) staff may accompany designated monitoring personnel on site visits as necessary.
- f. Employee or client interviews can be scheduled at the HRA's discretion as needed to assist the HRA in determining agency compliance and effectiveness of service delivery.
- g. The Monitoring team will arrive at the designated Sub-Recipient site visit at the agreed upon date and time with all proper materials for conducting the site visit (site visit evaluation instrument, copy of appropriate sections of contract, schedule of Sub-Recipient submission dates for required reports, etc.).
- h. A verbal entrance conference will be conducted which will include introductions and an overview/outline of the site visit.
- i. The Monitoring team will conduct an evaluation of the Sub-Recipient using the most current evaluation instruments.
- j. A verbal exit conference will be conducted with appropriate Sub-Recipient staff summarizing initial findings and recommendations.
- k. The Monitoring team will complete a formal written report of the site visit identifying specific recommendations and findings. A report will be sent to the

Sub-Recipient within 30 business days of completion of the site visit, notifying Sub-Recipient of the requirement that they respond to all findings in writing within 30 business days or in the timeframe indicated by the HRA.

1. The HRA staff or their designee will evaluate the Sub-Recipients' written response and notify the Sub-Recipient in writing of any inadequate responses. Staff shall notify the Sub-Recipient in writing when all findings are properly resolved to close out the site visit.
- m. The HRA will review the Sub-Recipient response and take further action if the response is not received within the required timeframe, findings are not resolved in a timely manner, or the Sub-Recipient is otherwise noncompliant.

2. Required Elements of a Site Visit

The elements below are minimum required items to be reviewed on a full site visit. Some of the items may not be applicable for follow-up site visits which usually have a narrower focus.

a. Programmatic Site Visit

i. Desktop Review

- Review Quarterly Reports to see agency progress on Performance Measures.
- Review Log of when reports were submitted.
- Review of Policies submitted by the agency prior to visit.
- Completion of tools to the extent possible.
- On-Site Review
- Review client files for appropriate documents, referrals and follow up on stated issues.
- Look for evidence of agency policies being followed.
- Complete monitoring tools, including service-specific tools, risk assessment tool, the core site review tool, personnel file review tool, client file review tools, and the HOPWA tool, if applicable.
- Interview staff, when necessary

b. Fiscal Site Visit

i. Desktop Review

- Examine contracts, related correspondence, requests for reimbursements, budget revisions and other appropriate documents.
- Examine chart of accounts and General Ledger for the chosen quarter.
- Check to ensure expenditures are allowed.
- Test several employees in a pay period for correct calculations.
- Ensure that no overtime was charged to the program.
- Complete monitoring tools, including service-specific tools, risk assessment tool, the core site review tool, and client file review tools, if applicable.

ii. On-Site Review

- General – review reports, examine personnel policies and job descriptions, examine IRS tax exemption certification, and examine Board minutes,
- Accounting Structure

- General Ledger
 - Cash Disbursements (CD) Journal
 - Cash Receipts (CR) Journal
 - Personnel
 - Fringe Benefits
 - Travel
 - Equipment
 - Supplies
 - Contractual
 - Other Costs
 - Indirect Cost
 - Program Income (PI)
 - Program Compliance
- c. Data Monitoring
- i. Desktop Review
 - Check for missing and unknown data, as well as obviously inaccurate entries
 - Policy review
 - ii. On-Site Review
 - Client file review to check for backup documentation and consistency with TCT (or other designated system) data entry
 - Security requirements check, including but not limited to privacy screens.
- d. Clinical Monitoring
- i. Desktop Review
 - Agency policies
 - Complete monitoring tools, including service-specific tools, risk assessment tool, the core site review tool, personnel file review tool, client file review tools, and the HOPWA tool, if applicable.
 - ii. On-Site Review
 - Verification of required licensure for clinical, clinical case management and/or psychosocial case management Sub-Recipients.
 - Verification of education for clinical, clinical case management and/or psychosocial case management Sub-Recipients.
 - Verification that the agency has a written process for delivering, adhering to and maintaining written clinical and/or case management protocols, policies and procedures.
 - Verification that the agency has a written process for developing, adhering to, and maintaining written Physician Standing Delegation Orders, where required by law to provide the clinical services and that the orders are updated at least annually.
 - Verification that the agency utilizes Standards for Care manual when conducting periodic monitoring of their Sub-Recipients.
 - Verification that the agency has a written process to ensure that their Sub-Recipients have verified the certification, licensure, credentials, etc. for the appropriate staff and that these are verified at least

- annually.
 - Verification that the agency has a policy/procedure to have a written process in place for how the agency determines, documents, and reports suspected instances of sexual child abuse in accordance with Chapter 261 of the Texas Family Code.
 - Verification that the agency has a written policy/procedure in place requiring documentation of staff training regarding reporting of abuse.
 - Conduct a review of the client files and on-site evidence as required by the monitoring tool.
3. Client File Selection
- Client files to be reviewed will be selected prior to the site visit using the sampling methods outlined below. The HRA will request certain files to be pulled as needed throughout the review. Additional files may be requested as time permits or if issues identified warrant further review. Monitors will attempt to review at least 10% of active client files (or no less than 10, whichever is greater) or more if time permits. Monitors will also attempt to review a selection of inactive client files to ensure proper discharge procedures were followed.
- a. For the programmatic review, the HRA will utilize a method like stratified random sampling for selecting client files to get the best cross section of files. A list of client numbers is generated from TCT detailing the types of services received. Clients are randomly selected from each group or type of service.
 - b. Files for the Clinical Monitor’s review are selected using a non-random sample based on the following factors: clients not meeting the standard of care for medical or lab visits, disease stage, acuity level, a high number of no-shows, type and number of medical needs identified, clients seeing a new medical provider, clients in intensive or medical case management, children, new clients, and possibly additional files identified by other monitors during the visit with significant medical issues.
 - c. Client files chosen for the data management review are selected using a simple random sampling method through a randomizer website of all clients served during the review period. Specific files may also be chosen if issues are identified.

§7.05 Follow-Up Monitoring

POLICY:

When deficiencies are found that warrant additional monitoring at a Sub-Recipient before the next annual visit, the HRA staff or their designee will conduct follow-up monitoring through on-site and/or desktop audits to verify that the Plan of Corrective Action is being implemented. The HRA reserves the right to conduct additional follow-up audits as necessary to verify the implementation of a Plan of Corrective Action.

PROCEDURE:

1. The HRA may also conduct follow-up site monitoring when it is determined necessary to ensure that a Sub-Recipient is meeting contractual obligations and standards of care. Follow-up monitoring may also be conducted due to a change at the subcontracting agency, such as a change in management, staff, or other circumstances that might warrant follow-up monitoring.

2. The HRA staff or their designee will contact the Sub-Recipients to determine staff availability if an onsite visit is required.
3. The monitor(s) will focus his/her review on the findings from the Site Visit Report; any changes made to address the findings in the adopted Plan of Corrective Action, and any newly established compliance criteria.
4. Employee or client interviews can be scheduled at the HRA's discretion as needed to assist the HRA in determining agency compliance and effectiveness of service delivery. When scheduling and conducting client interviews, the HRA will strictly uphold client confidentiality procedures and ensure that clients fully understand that the interview is completely voluntary and that they may opt out at any time.

§7.06 Plan of Corrective Action

POLICY:

When findings are identified during a site visit, the Sub-Recipient will be required to submit and implement a Plan of Corrective Action to address all findings. A Plan of Corrective Action may also be required when deficiencies are found through desktop monitoring or if issues are identified between site visits.

PROCEDURE:

1. The HRA will notify a Sub-Recipient of any findings in a written monitoring report. This report will be accompanied by a dated cover letter.
2. The Sub-Recipient will have thirty (30) business days from the date of the cover letter to respond in writing to the report, unless given another timeline from the HRA in the cover letter.
3. The response will include a Plan of Corrective Action. The Plan of Correction will detail the way the Sub-Recipient will address each finding and will include a timeline of implementation for each step of the plan.
4. Failure to submit a Plan of Corrective Action within the allotted timeframe may result in suspension of reimbursement or in the implementation of sanctions.
5. The HRA staff will review the Plan of Corrective Action for appropriateness and will either adopt or revise the Plan of Corrective Action.
6. Once the Plan of Corrective Action has been adopted or revised, the HRA staff will follow the progress of the Sub-Recipient's implementation of the established Plan of Corrective Action.
7. Following the established deadlines, the HRA staff will conduct follow up monitoring as necessary.
8. Follow up site visits will be conducted in accordance with the Follow-Up Monitoring policy.
9. The HRA reserves the right to conduct as many Follow-Up Site Visits or desktop audits as necessary to verify the implementation of a Plan of Corrective Action.
10. Failure to implement a Plan of Corrective Action will initiate the Sanctions Article of the Contract. This can include, but is not limited to, disallowing expenses, suspending reimbursements, or terminating the contract.

§7.07 Significant Site Visit Findings

POLICY:

When on-site or desktop monitoring leads to the discovery of serious concerns about the quality of services that might negatively impact the health and safety of clients, the HRA will meet to determine the appropriate way the finding should be resolved and the appropriate sanction, if any, which should be imposed until the finding has been corrected.

PROCEDURE:

1. When on-site or desktop monitoring leads to the discovery of serious concerns about the quality of services that might negatively impact the health and safety of clients, the HRA staff will meet as soon as possible and will include appropriate HRSA staff if necessary.
2. Staff will discuss the concern to determine the appropriate course of action that needs to be taken in accordance with the HRA policies to resolve the concern. This information will be articulated in a plan of action and conveyed to the Sub-Recipient.
3. Depending on the severity of the concern, the HRA may elect to immediately institute sanctions against the Sub-Recipient until the situation is resolved.
4. The HRA will address the concern in any manner necessary to assure client health and safety, up to and including, termination of the contract.

§7.08 Technical Assistance for Noncompliance

POLICY:

The HRA will provide technical assistance to all Sub-Recipients who are found to be out of compliance for contract provisions. Technical assistance will be provided by the HRA or its designee, whenever possible to prevent imposing a sanction.

PROCEDURE:

1. Identifying the Need for Technical Assistance
 - a. The HRA will conduct informal reviews on each Sub-Recipients as needed to ensure compliance with contract requirements, including reporting, fiscal, data, and program requirements.
 - b. The HRA will also conduct desktop and an on-site monitoring visit with each Sub-Recipients on an annual basis to review the program for contract compliance and program performance including clinical quality management.
2. Implementing Technical Assistance
 - a. The Sub-Recipients will be notified in writing immediately when they are out of compliance with a contract requirement.
 - b. The written notice can be either e-mail or a mailed letter detailing the noncompliance, what action needs to be taken to correct the problem, and a timeline for correcting the problem.
 - c. If the problem can be corrected by the Sub-Recipients without assistance, the Sub-Recipients will be required to submit evidence that the problem has been corrected.
 - d. If the Sub-Recipients requires additional technical assistance in order to correct the problem, the HRA will arrange a meeting, either via conference call or in person, to discuss steps that need to be taken and ways the HRA can assist the Sub-Recipients in correcting the problem.

- e. The HRA will send the Sub-Recipients written notification of compliance with the requirement once the HRA receives sufficient evidence that the problem is corrected.
3. Imposing Sanctions
 - a. The HRA will impose one or more sanctions, when one of the following occurs:
 - The Sub-Recipients fails to cooperate with the HRA or respond to the HRA regarding noncompliance with contract requirements.
 - The Sub-Recipients fails to respond to adverse findings resulting from a site visit or a complaint filed against the Sub-Recipients.
 - The Sub-Recipients actions adversely affect the provision of client services.
 - Any other situation in which the HRA determines that a finding of noncompliance warrants such action.
 - b. The decision to impose a sanction depends on the severity of the finding or if similar or recurring problems have been found in the past.
 - c. The HRA will work with the Sub-Recipients as much as possible to avoid the imposition of sanctions.

§7.09 Sub-Recipients Sanctions for Contract Noncompliance

POLICY:

It is the policy of the RWP to follow the procedure below when a Sub-Recipients is found to be out of compliance with contract terms. The HRA has various options it may take regarding contract noncompliance, including emergency action, corrective action or imposition of a sanction. The decision to require corrective action or to impose a sanction depends on the severity of the finding or if similar or recurring problems have been found in the past. If a discrepancy occurs between the HRA's sanctions policy and the current contract(s) with the Sub-Recipients, the most recently enacted contract will be followed.

PROCEDURE:

Noncompliance with Contract Terms

Each Sub-Recipients receiving funds through the HRA signs a contract which outlines tasks or requirements associated with receiving the funds. In signing the contract, the Sub-Recipients agrees to perform those tasks or requirements. Noncompliance results when a discrepancy is found in the administration of a program or a service or an irregularity is found in the way the Sub-Recipients is spending and/or accounting for the funds. The discrepancy may be found during a compliance review, or it may be found by those responsible for monitoring Sub-Recipients compliance with programmatic or financial accounting activities. The Sub-Recipients may also be found in noncompliance for failing to cooperate with the investigation of a complaint or failing to respond to adverse findings resulting from a complaint filed against the Sub-Recipients.

Emergency Action

The HRA is authorized to take an immediate emergency action when it is determined that a finding of noncompliance warrants such action.

Time frame and method for notifying Sub-Recipients of emergency action

The HRA may give a verbal notice on-site to the Sub-Recipients to immediately discontinue the action or process. The HRA may provide written notice of the required emergency action by certified mail within 10 calendar days.

Time frame for the Sub-Recipients to respond to emergency action

The Sub-Recipients must immediately discontinue the action or process that has prompted the required emergency action. In addition, the Sub-Recipients must provide an acceptable action plan in a time frame specified by the HRA to ensure that the circumstances or conditions which caused noncompliance will not recur.

The HRA action when the Sub-Recipients fails to respond to the emergency action notice

The HRA will decide what additional actions or recourse may be needed in order to effectively stop the noncompliant action or process. Recourse may include the imposition of any of the corrective actions listed in this policy and/or imposition of any of the sanctions described in this policy or any combination thereof.

Discontinuing emergency action

Emergency action is discontinued when the condition causing the HRA to take emergency action has been eliminated and the HRA is reasonably sure that the condition will not recur. Compliance will be determined by accelerated monitoring or other appropriate procedures. The HRA notifies the Sub-Recipients in writing that the condition which elicited the emergency action(s) has been resolved and additional action is not required.

Plan of Corrective Action

When possible, the HRA staff will require the Sub-Recipients to remedy adverse findings by recommending that the Sub-Recipients take certain corrective action(s) before imposing a sanction(s). When the plan of corrective action is recommended, the Sub-Recipients is subject to the following actions:

- Announced or unannounced compliance reviews to determine the cause(s) of noncompliance.
- technical assistance/training to assist the Sub-Recipients in rectifying certain noncompliant areas of service delivery or administration.
- follow-up site visits, and
- accelerated monitoring.

The decision to require plan of corrective action or to impose a sanction depends on the severity of the finding or if similar or recurring problems have been found in the past.

Time frame and method for notifying the Sub-Recipients of required corrective action

Within 30 business days of finding Sub-Recipients irregularities the HRA sends the Sub-Recipients a written notice requiring plan of corrective action to resolve the irregularities. The notice may be part of the site visit report, or it may be a letter relating findings from contract monitoring activities. The notice informs the Sub-Recipients of the need to develop an action plan to address the irregularities that were found, the expected time frame for resolving the irregularities and the time frame for responding to the corrective action requirement.

Time frame for the Sub-Recipients to respond to the plan of corrective action

The Sub-Recipients has 30 business days from the date of the letter to respond to the plan of corrective action requirement by outlining the action that has been taken or will be taken to address the findings. The HRA may shorten this time frame if warranted based on the nature of the non-compliance. A time frame for completing the action plan and how the Sub-Recipients will determine the effectiveness of the action plan should be included.

The HRA action when the Sub-Recipients fails to respond to the plan of corrective action notice
The HRA will decide whether or not to issue a formal sanction if, by the end of the allotted time period, the Sub-Recipients fails to respond by providing the proposed action plan.

The HRA action when the Sub-Recipients responds to the plan of corrective action notice
The HRA staff reviews the subcontract's corrective action plan response and evaluates it. Within 30 business days or less from receipt of the plan, the following alternatives are available:

1. When the corrective action is acceptable, the HRA reply in writing acknowledging receipt of the response and that it is accepted.
2. When the corrective action is unacceptable, staff informs the Sub-Recipients in writing that additional action or information is needed. The Sub-Recipients must respond within the timeline. Staff may discuss unacceptable portions of the corrective action plan with the Sub-Recipients over the telephone. Any agreements or changes from those discussions should be documented in the Sub-Recipients file. The HRA may decide to impose a formal sanction if the Sub-Recipients fails to negotiate a satisfactory corrective action plan.

The HRA action when corrective action fails to resolve noncompliance.

When corrective action has been required and the Sub-Recipients is still not in compliance or will not comply, the HRA may then decide to impose a sanction. The HRA will determine what sanction is appropriate based on the severity of the issues.

Sanctions That May Be Imposed By the HRA

A list of possible sanctions is found in the HRA contract which both parties sign. One or more sanctions may be imposed depending on the extent of the problem, the impact on the clients

being served and/or the seriousness of the problem. For the purposes of this policy, sanctions are shown in three different levels depending on the seriousness of the action to be taken.

Level I Sanctions

One or more of the following Level I sanctions may be imposed:

- accelerated monitoring.
- requiring the provider to accept technical/management assistance or training.
- disallowing claims for payment or reimbursement on expenditures and expenditures for which prior approval was required but not obtained.
- requiring additional, more detailed, programmatic reports.
- requiring additional prior approvals for expenditure of funds

Time frame for Sub-Recipients sanction notification

The HRA provides written notice by certified mail to the Sub-Recipients within 30 calendar days of the decision to impose sanctions.

Content of the sanction notice and method of calculating response time

The HRA staff issues a written notice to the Sub-Recipients telling the Sub-Recipients that this is the official notice imposing the sanction. **The sanction is effective upon receipt of the notice.** The notice must contain the following:

- the area(s) found to be in noncompliance.
- any references to previous correspondence.
- a narrative outlining what must be done to achieve compliance.
- the expected time frame for reaching compliance, and
- the deadline for the Sub-Recipients to reply.

The time frame for the Sub-Recipients response begins with the receipt date on the return receipt or the date delivery was attempted whichever comes first. This date is considered day zero.

NOTE: When accelerated monitoring is one of the sanctions, a notice is not required to be sent prior to performing the monitoring.

Sub-Recipients action in response to a notice of sanction

The Sub-Recipients has 30 business days from the date the sanction notice is received or by the timeline given in the letter to respond in writing to the findings. The written response is sent to the person imposing the sanction and must include the following:

- acknowledgment of receiving the notice;
- a narrative explaining how the area(s) of noncompliance will be corrected,
- specific time frames for achieving compliance.

The Sub-Recipients may also ask for reasonable technical/management assistance or training to correct the area of noncompliance. The HRA staff will decide if the request is reasonable and within the capability of the HRA to provide the requested assistance.

HRA action when the Sub-Recipients fails to respond to the Level I sanction notice

The HRA will decide whether or not to issue additional sanctions if, by the end of the timeline given, the Sub-Recipients fails to respond by providing the proposed action plan.

Action required of the HRA when a Sub-Recipients responds to the sanction

The HRA evaluates the response to determine if the actions to be taken are appropriate and acceptable. The following alternatives are available:

- When the response is acceptable, the HRA acknowledges receipt of the response in writing and informs the Sub-Recipients that it is accepted.
- When the response is unacceptable, HRA may negotiate with the Sub-Recipients to agree on an acceptable response or impose additional sanctions.

All decisions and agreements are reduced to writing and sent to the Sub-Recipients for authorized approval signatures.

Lifting the sanction

A sanction is lifted when the area(s) of noncompliance has been brought into compliance. Compliance may be determined by monitoring through normal HRA procedures. The HRA notifies the Sub-Recipients in writing that the sanction is lifted.

Should a contract with a Sub-Recipients expire, the sanction remains active until the Sub-Recipients has, if necessary, made restitution or has been prosecuted. In addition, according to the contracts signed by the HRA and its Sub-Recipients, the HRA may delay contract execution with a Sub-Recipients while proposed or actual sanctions are pending resolution. The HRA will determine what action, if any, will be taken on the new contract. All correspondence, notices and other pertinent documentation about the sanction become a permanent part of the Sub-Recipients file.

Level II Sanctions

The following are the Level II sanctions which may be imposed by the HRA:

- Probation for a time period specified by the HRA
- Temporarily withholding a portion of funds
- Other actions the HRA deems to be appropriate

Time frame for the Sub-Recipients sanction notification

The HRA provides written sanction notice by certified mail to the Sub-Recipients within 30 calendar days of finding noncompliance.

Content of the sanction notice and method of calculating response time

The HRA issues a written notice to the Sub-Recipients telling the Sub-Recipients that this is the official notice imposing the sanction. **The sanction is effective upon receipt of the notice.**

The notice must contain the following:

- the area(s) found to be in noncompliance.
- any references to previous correspondence.
- a narrative outlining what must be done to achieve compliance.
- the expected time frame for reaching compliance, and
- the deadline for the Sub-Recipients to reply.

The time frame for the Sub-Recipients response begins with the receipt date on the return receipt or the date delivery was attempted whichever comes first. The date of receipt or attempted delivery is considered day zero.

NOTE: When accelerated monitoring is one of the sanctions or is used as a method of determining compliance, a notice may not be sent prior to performing the monitoring.

Sub-Recipients action in response to a notice of sanction

The Sub-Recipients has 30 business days from the date the sanction notice is received, or the timeline given in the letter to respond in writing to the findings. The written response is sent to the person imposing the sanction and must include the following:

- acknowledgment of receiving the notice.
- a narrative telling how the area(s) of noncompliance will be corrected, and
- specific time frames for achieving compliance.

The Sub-Recipients may also ask for reasonable technical/management assistance or training

to correct the area of noncompliance. The HRA will decide if the request is reasonable and within the capability of the HRA to provide the requested assistance.

Action by the HRA when the Sub-Recipients fails to respond to the Level II sanction notice

The HRA will decide whether or not to issue an additional sanction if, by the end of 30 business days or the timeline given, the Sub-Recipients fails to respond by providing the proposed action plan.

Action required of the HRA when a Sub-Recipients responds to the sanction

1. When the response is acceptable, the HRA acknowledges receipt of the response in writing and informs the Sub-Recipients that it is accepted.
2. When the response is unacceptable, the HRA may negotiate with the Sub-Recipients to agree on an acceptable response or may impose additional sanctions.

All decisions and agreements are reduced to writing and sent to the Sub-Recipients for authorized approval signatures.

Lifting the sanction

A sanction is lifted when the area(s) of noncompliance has been brought into compliance. Compliance may be determined by monitoring through normal HRA procedures. The HRA notifies the Sub-Recipients in writing that the sanction is lifted.

When the contract with a Sub-Recipients expires, the sanction remains active until the Sub-Recipients has, if necessary, made restitution or has been prosecuted. In addition, the HRA may delay contract execution with a Sub-Recipients while proposed or actual sanctions are pending resolution. The HRA will determine what action, if any, will be taken on the new contract.

All correspondence, notices and other pertinent documentation about the sanction become a permanent part of the HRA's Sub-Recipients's file.

Level III Sanctions and Final Notice of Permanently Withholding Cash Payments

One or more of the following Level III sanctions may be imposed:

1. Termination of all or part of the contract.
2. Suspension of all or part of the contract.
3. Denial of contract renewal or future contract awards for a period not to exceed five years.
4. Reduction of contract funding amounts if the Sub-Recipients is not:
 - a. achieving or maintaining the proposed level of service, or
 - b. spending funds appropriately and at a rate which will make full use of the award, or
 - c. providing services as set out in the contract.
5. Contract amendments resulting from noncompliance.

In addition to these sanctions, this process also applies to a final notice of permanently withholding cash payments.

Time frame for Sub-Recipients sanction notification

The HRA provides written notice by certified mail to the Sub-Recipients within 30 calendar days of finding noncompliance.

Content of the sanction notice and method of calculating response time

The HRA staff issues a written notice to the Sub-Recipients telling the Sub-Recipients that this is the official notice imposing the sanction, or that this is the final notice of permanently withholding cash payments. **The sanction or the permanent withholding of cash payments is effective upon receipt of the notice.** The notice must contain the following:

1. the area(s) found to be in noncompliance.
2. any references to previous correspondence.
3. a narrative outlining what must be done to achieve compliance.
4. the expected time frame for reaching compliance, and
5. the deadline for the Sub-Recipients to reply.

The time frame for the Sub-Recipients response begins with the receipt date on the return receipt or the date delivery was attempted, whichever comes first. The receipt date or the attempted delivery date is considered day zero.

Sub-Recipients response to Level III sanction(s) or final notice of permanently withholding cash payments (25 TAC § 1.51-1.55)

When the Sub-Recipients wishes to protest the Level III sanction or final notice, a response requesting a due process hearing must be sent to the HRA within 20 calendar days of receiving the sanction notice or final notice of permanently withholding cash payments. The response is addressed to the person who sent the notice and must be mailed or hand delivered.

The Sub-Recipients may also include the following:

1. a copy of the notification letter from the HRA.
2. a written summary outlining the grounds upon which the Sub-Recipients bases the request.
3. a written description of the issue or issues to be resolved.
4. a written statement of the relevant facts.
5. documentation in support of the Sub-Recipients position, and
6. a statement and listing of authorities who support the Sub-Recipients position.

HRA action when the Sub-Recipients fails to respond

After the 20 calendar days have elapsed, the HRA sends a certified letter notifying the Sub-Recipients that the sanction is being enforced immediately.

§7.10 Contract Termination, De-obligation of Funds, Allocation of Additional Funds Expiration, Non-Renewal of Contract, or Service Provider cannot Continue Services and Transfer of Client Information

POLICY:

Upon any change in funding or contracting, the Administrative Agency will engage the appropriate Sub-Recipients and sub-contractors in a meeting to facilitate the referral process, review the contractual responsibilities of all parties including the provision of client care continuity, and ensure that the transfer of client information is consistent with the confidentiality requirements of the Ryan White Act, HIPAA, HRSA, and pertinent regulations/legislation/policy.

PROCEDURE:

Upon Contract Termination, De-obligation of Funds, Allocation of Additional Funds Expiration, Non-Renewal of Contract, or Service Provider cannot Continue Services, Sub-Recipient shall cease services under awarded contracts and shall cooperate with the HRA to ensure the orderly and safe transfer of responsibilities as designated.

The Sub-Recipient must provide their clients in writing or by a client-preferred communication method (e.g. phone call), a 30-day notice of the change in service location and a referral to another provider and document notice and referral in client's file.

The Sub-Recipient must compile a listing of clients served by their agency and review each client file to ensure that all required documents needed to establish eligibility and to share information are in the client files and in TCT as appropriate. Additionally, Care Plans, HAB measure documents, etc. must also be updated before the transfer of the client files.

Any client who does not have a "consent to share" form in the file must be contacted by the transferring agency and be given the following options:

- Come in and sign a Consent to Share form OR
- Complete an eligibility form and provide all required documents at the new service location in order to obtain service.

Transition of Records and Client Confidentiality

All Contractors and Sub-Contractors will follow *DSHS' Policy #323.001: HIV/STD Epidemiology and Surveillance Confidential Information and Computer Security Procedures*.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, Sub-Recipient shall ensure that client confidentiality is maintained during transition of records. The HRA shall have timely access to a client or patient record in the possession of Sub-Recipient. In such cases, the HRA shall keep confidential any information obtained from the client or patient record.

No Sub-Recipient shall transfer a client or patient record through any means, including electronically, to another entity or person, or Sub-Recipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, the HRA may require Sub-Recipient to timely transfer a client or patient record to the HRA if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

The client listing must be sent to the HRA via an encrypted format only or by hand delivery. It is not permissible to send the client listing via email even if using a "password protected" format.

All parties to the transfer of services and client information will be required to attend a Transition meeting where a transition plan will be developed.

SECTION 8: FISCAL POLICIES and PROCEDURES

§8.01 Timely Reimbursement of Sub-Recipients

POLICY:

Sub-Recipients ***must*** bill each month or submit a statement saying no expenses incurred during the past month by the sign date listed in their contracts. Any invoices not received by this day may not be reimbursed until the following month.

Funds will be reimbursed for actual incurred cost only and must be accompanied by appropriate supporting documentation for each request, as determined by the HRA. The Sub-Recipient should use the budget as a guide for controlling expenditures and thus staying within the cost limits as set forth in the budget.

Expenditures should be planned to utilize the funds within the contract period. Low expenditures could lead to de-obligation of funds unless adequate documentation is provided to insure that expenditures will be incurred during the contract period.

Monthly billing should include, at a minimum, all items in the Request for Reimbursement Packet Checklist (below).

TCT (or other designated system) reports must also be submitted with the monthly invoice packages. The HRA reserves the right to require additional reports as needed to fulfill contractual obligations or to satisfy requirements imposed by its funding sources.

PROCEDURE:

1. All reimbursement requests will be logged in by the HRA with the date the request is received.
2. The request will then be reviewed by the Financial Grants Analysts to ensure the contractor has not requested reimbursement for funds exceeding the allocated amount. If the contractor has exceeded the allocation of any service category, the Sub-Recipients will be contacted regarding the overage.
3. The Financial Grants Analysts will review and reconcile the requested amounts with the backup documentation. The Financial Grants Analysts will contact the Sub-Recipients for corrections and re-submission if any discrepancies are found.
4. The Financial Grants Analysts will submit the billing packet and accompanying information to the Financial Grants Supervisor noting that the request has been found in good order to pay.
5. The Financial Grants Supervisor will review the request and submit the request to the Assistant Director(s) or Business Operations Manager for signature and submission for payment.
6. All the above steps will be completed within 10 business days of receipt of the request, unless revisions needed from the Sub-Recipients causes delays.

Any request for payment forms not including the appropriate supporting documents will not be sent for approval/payment until the outstanding issues are resolved. Sub-Recipients will be notified of the discrepancy immediately upon discovery to avoid any delays in reimbursements.

§8.02 Invoice Review Policy

POLICY:

Invoices are submitted to the Ryan White Program no later than the 15th of the month for the previous month. All invoices must be submitted using PartnerGrants and must be accompanied by a completed HIV Upload Detail Excel spreadsheet, general ledger, and variance explanation (if more than 10% out of compliance).

All supporting documentation is reviewed for the following:

- a. To ensure the requested reimbursement is within the applicable grant period.
- b. To verify that there are not any client names, addresses, social security numbers, etc. on any documentation.
- c. To match the requested reimbursement amounts to copies of payroll checks, general ledgers, checks payable to pharmacies, utility companies, health insurance premiums, transportation, etc.
- d. Personnel and salary percentages are compared to the approved budget and cost allocation plan for accuracy.
- e. Reimbursements requested for AIDS Pharmaceutical Assistance (Local) are verified using the approved Ryan White Program Drug Formulary, ADAP, and the DSHS website.
- f. An TCT (or other designated system) financial report is generated to support that services were provided for the month invoiced and to verify actual costs for direct services.

If an invoice is outside the grant period, under the minimum amount allowed, lacking supporting documentation, and/or is questionable, an email is sent to the Service Provider informing them of what is needed to process their invoice; if no response is received by Ryan White within the allotted time frame an adjustment is made to the invoice and the Service Provider will have the option of re-submitting for those costs within 5 days of adjustment notification.

Once all documentation requested has been received and reviewed, detailed spreadsheets are prepared and updated then emailed to the Service Provider. Any adjustments made to the invoice will be noted and detailed on the last page of the detailed spreadsheet.

Invoices are then forwarded to management for review and approval, and then forwarded on for payment.

Invoice Timeline		
Total Business Days to Process and Send Payment: 30		

§8.03 Sub-Recipient Invoice Submission Process

POLICY:

Austin Public Health has a grants management system, PartnerGrants that is used to submit invoices to include all supporting documentations.

The website to drop invoices and all supporting documentation is www.partnergrants.gov.

§8.04 Process for Reallocation and Redistribution of Funds

POLICY:

Making decisions on what service categories are to be funded by Part A/MAI funds is a core responsibility of the HIV Planning Council during its annual Priority Setting & Resource Allocation (PSRA) process. This process is completed in advance of the submission of the annual grant application, eight to nine months before a Notice of Award (NoA) is issued by HRSA. When the actual NoA is received by the Grantee, the Administrative Agent allocates funds in proportion to the Service Category Allocation Plan approved by the Planning Council. (In other words, if 8.2% of the Part A direct services funding request was allocated to mental health services, 8.2% of actual awarded Part A direct services funds are allocated to Mental Health Services.) Reallocation recommendations do not affect or preempt the PSRA process; reallocation only occurs after a grant award based on the results of the PSRA process has been made and the grant period has started.

It is imperative that as much as possible of the Part A/MAI grant award be spent during the grant year. This has the dual effect of providing as many services as possible during the grant year as well as reducing the possibility that unspent funding will create a mistaken impression that the full amount of the grant award is not needed by the TGA.

Reallocation is defined as an adjustment of the Planning Council's current Service Category Allocation Plan. Ongoing evaluation of subrecipient performance and other factors determine areas in which expenditures and/or service utilization is likely to exceed or fall below awards and service goals, as well as identified areas of unmet need not known or realized at the time the current Service Category Allocation Plan was adopted.

The City of Austin's contracting process is long and complex, which makes timely shifts in funding between service categories and/or subrecipient contracts challenging. The purpose of this policy is to define the Planning Council's reallocations process and, when necessary and possible, reduce the amount of time between a conclusion by the Administrative Agent that a funding reallocation recommendation is advisable/necessary and the redeployment of funds to service categories and subrecipient contracts in which the funding can be spent within the grant year.

By adopting this Reallocations Policy, the Planning Council specifies procedures to be followed and certain authorizations that are granted to the Finance/Allocations Committee and the Administrative Agent.

Reallocation Factors

The Planning Council holds the authority to approve reallocations policies and procedures, as well as reallocations themselves. The following factors guide all reallocations:

1. Consideration of service category and other prioritization by the HIV Planning Council (MAI populations or other priorities addressed through Directives or Letters of Support) or other factors within the application for the grant year
2. Determination of needs that did not exist or that have increased/decreased since the Service Category Allocation Plan was adopted
3. Cost-effectiveness of service categories (for example, the cost benefit of paying for Health Insurance and Cost Sharing Assistance where payment of premiums provides a third-party payor for medical services rather than such services being funded directly by Ryan White funds)
4. The ability of subrecipients to spend funds in their contract or in a service category relative to the portion of the grant year remaining when an anticipated contract amendment can be completed
5. Effect on Care Continuum outcomes

The reallocation process is based on the date a recommendation is first proposed by the Administrative Agent. Regardless of the process followed, the HIV Planning Council will be informed of all reallocations that occur, even when notifications of last-minute Rapid Reallocation must come after the end of the grant year.

PROCEDURE:

Period 1	Period 2	Period 3
March 1 -August 31	September 1 -October 31	November 1 -February 28/29
Full Reallocation Process	Expedited Reallocation Process	Rapid Reallocation Process
<p>The Administrative Agent recommends reallocations between service categories to the Finance/Allocations Committee using a standard Reallocation Recommendation Form. Recommendations are placed on the next Finance/Allocations Committee and Business Meeting agendas for consideration and approval. The Administrative Agent moves funds from/to the new service categories and executes contract amendments as necessary after approval.</p>	<p>The Administrative Agent recommends reallocations between service categories to the Finance/Allocations Committee Chair using a standard Reallocation Recommendation Form. The committee Chair request that PC Staff facilitate consultation, due to walking quorum, with the PC Chair and members of the Finance & Allocations Committee to seek consensus on the recommendation. A response is provided to the Administrative Agent within ten business days. If consensus cannot be achieved, the Finance/Allocations Chair requests that the Administrative Agent submit a substitute recommendation that addresses any identified concerns. If/when approved, the Finance/Allocations and PC Chairs sign the recommendation form. The Administrative Agent moves funds from/to the new service categories and executes contract amendments as necessary. The reallocation is reported to the full Council at the next regularly scheduled Business Meeting.</p>	<p>The Administrative Agent determines that reallocations are needed between service categories <u>in order to</u> more fully expend grant funds or meet an unanticipated need. Without preapproval, the Administrative Agent may reallocate up to 10% of the total direct services grant award between service categories without advance approval. Rapid Reallocations made by the Administrative Agent are reported to the Finance/Allocations Committee Chair at the time the reallocation is made and to the full Council at the next regularly scheduled Business Meeting using an Administrative/Rapid Reallocation Report Form.</p>
<p>The Administrative Agent is authorized to reallocate Administration or Quality Management funding to currently funded service categories without Planning Council approval at any time during the year based upon reallocation factors. Administration or Quality Management reallocations made by the Administrative Agent are reported to the Finance/Allocations Committee Chair at the time the reallocation is made and to the full Council at the next scheduled Business Meeting using an Administrative/Rapid Reallocation Report Form.</p> <p>Only the Planning Council may approve a move of funding to a Service Category that was not funded as part of the Service Category Allocation Plan in the grant application. Funding a previously unfunded Service Category is not within the prerogative of the Administrative Agent at any time without prior Planning Council approval.</p>		

§8.05 Transfer of Funds – 25% Rule Part A, MAI, B-SD and SS Funds

POLICY:

The Administrative Agent will allow Sub-Recipients to move up to 25% funding within service categories without securing written approval from the Administrative Agent. Requests exceeding the 25% within a service category or requests to move funding between service categories must be submitted to the HRA for review and approval on the appropriate reallocation request form.

Any cumulative transfers that exceed 25% of the total award must be approved in writing by the Administrative Agent.

All transfer notifications and requests will need to be submitted 60 days before the contract period ends.

PROCEDURE:

The Sub-Recipients will notify the Administrative Agent of the transfer by sending a written memo/reallocation request to the HRA detailing where the funding is being moved from, where the funding is being moved to, and reason for the request.

The transfer of allowable funds will need to be justified along with revised outcome measures if direct client benefits will be impacted (unduplicated clients to be served and units of service). The memo will include this justification and revised outcome measures.

An amended budget reflecting the transfer must be sent to the Financial Grants Supervisor and Compliance Specialist within 10 working days of the transfer.

§8.06 Program and Administrative Costs Policy

POLICY:

This policy is to provide clarification and guidelines for determining types of costs associated with the Ryan White Program for Sub-Recipients. There are two types of costs: **program costs** and **administrative costs**; within both the program and administrative costs categories, there are two classifications: direct costs and indirect costs. All program costs are considered to be direct, while administrative costs can be considered either direct or indirect.

Items to consider when assigning a cost to the budgets:

- Is it allowed under federal, state, and Ryan White Program (RWP) guidelines?
- Is it reasonable? Would a prudent person spend this amount on this item?
- Is it a program or an administrative cost?
- Can it be assigned to the program relatively easily and with a high degree of accuracy?
- Is it treated consistently as direct charges under similar circumstances across agency budgets?

The Ryan White legislation imposes a cap on administrative costs. Legislative intent is to keep administrative costs to an absolute minimum. Recipients must keep administrative costs to no more than ten (10) percent of the total budget.

PROCEDURE:

The Ryan White Program (RWP) recognizes that some administrative resources are needed by Sub-Recipients to support direct service programs, and it is Ryan White Program (RWP) policy to provide those resources within reason. However, it is important to note that the use of RWP funds for administrative costs should not impede or diminish an agency's capacity to provide direct client services. Ryan White Program (RWP) staff will review budgets to determine the amount of funds supporting administration. If it is excessive, the Ryan White Program (RWP) staff will work with the Sub-Recipient in revising budgets and work plans if necessary to reduce administrative costs.

Programmatic costs are defined as the costs incurred for direct service delivery. These costs are normally only incurred as a direct result of providing a specific service for a client, including his or her family members. Some **examples** include:

Salaries and related employee benefits costs for staff who provide direct services to clients, funded under the contract budget; Consultants funded under the contract budget who provide direct services to clients or perform direct program related functions; Program supplies, such as educational materials, medical supplies, and other supplies that are used specifically for this Ryan White Program (RWP)-funded program; Office supplies that directly support program activities and client care, such as paper and folders for client charts or binders used for client-related information; Travel/mileage costs for direct program staff identified on the budget whose travel is for the purposes of providing direct services, such as traveling to meet a client at their home; Printing and photocopying of medical forms, program materials, and other materials used by or for Ryan White Program (RWP)-funded activities; Equipment used for direct client service delivery, such as a dental chair, x-ray machine, EKG machine, etc. Computers, printers, etc. are not considered equipment used for direct client service delivery; General liability insurance associated with Ryan White Program (RWP)-funded program staff or space; Maintenance of Ryan White Program (RWP)-funded client records, as required by the contract.

Programmatic costs include the following:

1. Biannual Ryan White Program (RWP) client re-certification;
2. The portion of malpractice insurance related to Ryan White Program (RWP) clinical care;
3. The portion of malpractice insurance for all licensed practitioners related to Ryan White Program (RWP) clinical care that may be charged to the relevant service category;
4. The portion of fees and services for electronic medical records maintenance, licensure, and annual updates;
5. The portion of the clinic receptionist's time providing direct Ryan White Program (RWP) patient services (e.g., scheduling appointments and other intake activities);
 - a. **Example** – If a Clinic Receptionist/Customer Service Representative is working directly with a Ryan White Program (RWP) client for scheduling, intake activities, processing client information, verifying client insurance information, or client check in and check out, that portion of time **can** be billed under Program (Direct) Costs.

6. The portion of medical waste removal and linen services related to the provision of Ryan White Program (RWP) services;
7. The portion of medical billing staff related to Ryan White Program (RWP) services;
8. The portion of a supervisor's time devoted to providing professional oversight and direction regarding RWP funded core medical or support service activities, sufficient to assure the delivery of appropriate and high- quality care, to clinicians, case managers, and other individuals providing services to Ryan White Program (RWP) clients (would not include general administrative supervision of these individuals);
 - a. **Example** – if a supervisor is asked to assist with a Ryan White Program (RWP) client, that portion of time can be billed under Program (Direct) Costs.
9. Ryan White Program (RWP) clinical quality management (CQM) (See §§ 2604(h)(5)(B)(ii), 2618(b)(3)(E)(ii)(II), and 2664(g)(3) of the PHS Act, which indicate that although CQM is considered an administrative cost, expenses for this activity do not count towards the administrative cost cap. Similarly, § 2671(h)(3)(B) of the PHS Act defines as "services" those services that contribute to or help improve primary care and referral services and include CQM.) However, expenses which are clearly administrative in nature cannot be included as CQM costs;
10. If the client is eligible for Ryan White Program (RWP) services, the costs of registration and client intake activities may be charged to the relevant service category; the costs of this client data entry in the relevant electronic health record directly related to the individual's ongoing care and treatment are allocable to the relevant core medical or support service.;
11. Mortgage is an unallowable expense. However, agencies may be compensated for the use of their building capitalized in accordance with Generally Accepted Accounting Principles (GAAP) through depreciation or use allowance. (See 45 CFR §75.436 Depreciation. Use allowances are the means of allowing compensation when depreciation or other equivalent costs are not considered.);
12. For Parts A and B sub-recipients, the portion of direct depreciation or use allowance costs for space primarily utilized to provide core medical and support services for eligible RWP clients (e.g., clinic, pharmacy, food bank, substance abuse treatment facilities) are not required to be included in the 10% administrative cost limit. They may be charged to the relevant service category. As a reminder, all indirect expenses must be considered administrative expenses subject to the 10% limit for Parts A and B sub-recipients;
13. Security costs necessary to ensure the safe and effective delivery of core medical or support services are not subject to the 10% administrative limit and can be allocated to the appropriate direct service category (example: security that may be necessary to accompany home health staff when making home visits), and;
14. The portion of the expense allocable to providing case management services to eligible Ryan White Program (RWP) clients may be charged to the applicable service category. If cell phones, tablets, or computers are used for other purposes unrelated to case management, that portion of the expense is subject to the 10% administrative limit.

Administrative cost is defined as the sum of Administrative Personnel, some Operating costs, Capital, and Indirect Costs. This includes the costs incurred for usual and recognized overhead, including established and approved indirect rates for agencies; management and oversight of specific Ryan White funded programs; and other types of program support such as quality

assurance, quality control, and related activities. Administrative costs must not exceed 10% of your total contract budget. Some [examples](#) include:

Routine grant administration and monitoring activities; Development and establishment of reimbursement and accounting systems; Preparation of routine programmatic and financial reports; Compliance with audit requirements; Related payroll, audit and general legal services; Direct and/or indirect costs associated with the agency's information technology infrastructures, such as electronic health records that interface with other providers (for example, clinics or labs); data entry for reporting purposes under the grant counts towards the 10% administrative limit, including Ryan White HIV/AIDS Program Services Report (RSR) data; Malpractice insurance for the clinic or facility that is related to non-Ryan White Program (RWP) clinical care; On a case by case basis, necessary and reasonable expenses incurred for protection and security of facilities and personnel are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; protective (non-military) gear, devices, and equipment; contractual security services; and consultants security expenses for the facility; Membership dues to national HIV/AIDS service organizations; Salaries and the related employee benefits for accounting, secretarial, administrative and management staff, including those individuals who produce, review, and sign monthly reports and invoices; Space costs and related expenses for non-direct client services facility space that is used only for RWHP-funded activities, for which expenses can be determined and substantiated on an actual or allocated basis consistent with the Cost Allocation Plan (CAP); Consultants who perform administrative, non-direct service delivery functions; General office supplies that are for activities or services that benefit more than one program; Travel/mileage costs for program staff to travel to sites that are not directly related to providing services to clients, such as traveling to meetings, conferences, and other agencies; also, travel for administrative and management staff identified on the Ryan White Program (RWP) contract budget; General office printing and photocopying related to the Ryan White Program (RWP) contract; General liability insurance associated with administrative staff or space identified on the budget; Personal hygiene items, such as deodorant, razors, soap, etc. and; Office supplies, computers, and computer software; Audit fees related to the Ryan White Program (RWP) funded contract.

Administrative costs include the following:

1. Management and oversight of specific programs funded by the Ryan White Program (RWP): This includes staff who have agency management responsibility but no direct involvement in the program or the provision of services. This does not include the direct supervision of program/clinical staff. However, management and oversight of a specific aspect of the Ryan White Program (RWP) could be a portion of an individual's responsibilities.
 - a. [Example](#) – a program director or project coordinator might have responsibility for indirect management and oversight of the program along with responsibility for the direct provision of services, supervising day-to-day program operations, or direct supervision of staff involved in the provision of services. In such a case, the former would be considered administrative, while the latter would be considered direct program. Positions that might involve management and oversight duties may include Executive Director, Deputy Executive Director, Program Manager, Program Coordinator, Clinic Manager, etc.

2. Other types of program support, such as quality assurance, quality control and related activities: This includes staff whose duties relate to agency-wide quality assurance (e.g., developing agency quality assurance protocols, reviewing a sample of charts to determine the quality of services agency-wide, or participating on an agency's/facility's quality committee).
3. Routine contract administration: This includes proposal, work plan and budget development, receipt and disbursement of contract funds, and preparation of programmatic and financial reports as required by the Ryan White Program (RWP).
4. Audit: All funds included in the budget's audit line. Please note that under revised federal audit requirements, grantees who expend \$500,000 or more in federal funds must have a single A-133 audit. Federal grantees who spend less than \$500,000 in federal funds annually are prohibited from charging federal funds for single audits. Therefore, only those contractors receiving federal funds of \$500,000 or more may request approval of reimbursement for single audit expenses through their Ryan White contract. However, Ryan White Program (RWP) funds may be used to support limited financial review with prior approval from Ryan White Program (RWP) staff.
5. Other administrative activities: This includes fiscal activities, such as accounting, bookkeeping, payroll, etc., and operations responsibilities, such as security, maintenance, etc. Positions that may involve such duties include Comptroller, Accounting Manager, Director of Operations, Bookkeeper, Accountant, Payroll Specialist, Finance Coordinator, Maintenance Worker, Security Officer, etc. Some types of insurance are considered program costs (e.g., medical malpractice insurance, insurance for a vehicle used as part of a transportation program), while some are considered administrative (general liability, board insurance).
 - a. **Example** – If a Clinic Receptionist/Customer Service Representative is answering phones, managing physician/PA/Nurse/etc. schedules, indirectly working on Ryan White Program (RWP) client files, maintaining medical records, collecting/processing payments, preparing billing, invoicing clients, updating patient electronic health records and ARIES, or general office support, that portion of time must be billed under Administrative Costs.
6. Indirect: Includes usual and recognized overhead, including established indirect cost rates.
 - a. Examples of such costs are rent, utilities, etc. Indirect costs are those shown in the budget's "administrative costs" line.

Providers must submit detailed time and effort reports and stay within the allocations of the Cost Allocation Plan. If staff spends a portion of the time supported by the contract on administrative activities, contractor/provider must identify the percentage of time devoted to those activities so the Administrative Agent is able to identify the amount of the budget that supports administration. The percentage of staff time devoted to administration must also be applied to the fringe amount. Therefore, if five percent of all personnel services are identified as administrative, five percent of the fringe amount is also considered administrative.

As mentioned above, administrative costs can be direct or indirect. Direct and indirect administrative costs combined must not exceed 10% of the contract schedule budget. Both program and administrative costs, as defined above, can be direct costs if they are directly attributable to the Ryan White Program (RWP)-funded program. Direct costs are costs that can

be directly charged to the program and which are incurred in the provision of direct services. Direct costs can be either administrative or program costs. Direct costs are "those costs that can be identified specifically with a particular sponsored project or that can be directly assigned to activities relatively easily with a high degree of accuracy" (OMB Circular A-21, Section D.1). Some examples include:

- a. Salaries and the related employee benefits for staff who charge their time directly, on the basis of actual time worked to the program or project for which they work. There may be staff that provide direct program services for a specific program, but who are considered an administrative staff person. For example, a staff person that provides direct management for a specific program but whose duties are administrative in nature is considered a direct administrative staff person and administrative percentage should be allocated to that person's line item. The staff persons who are dedicated solely to the provision of RWP services can charge 100% of their salary and fringe benefits to the applicable service category. (Example: Suppose there is a staff person who works 100% delivering RWHAP services. They earn two weeks of leave per year. The pay is allocable to the direct service category). Reminder: Per the General Provisions of the annual Health and Human Services appropriation laws, award funds may not be used to pay the salary of an individual at a rate in excess of the Executive Level II salary of the Federal Executive Pay Scale;
- b. Expenses related to staff that are directly charged, including mileage, travel expenses, and recruitment costs;
- c. Telephone expenses related to unique telephone numbers or extensions for directly charged staff for which these expenses can be determined and substantiated on an actual or allocated basis consistent with the CAP;
- d. All program or medical supplies, as defined above, and;
- e. Other expenses that are directly attributable to the program and consistently treated, on an agency- wide basis, as direct costs.

Unallowable Costs

Below is a summary of unallowable costs; please note that this is not intended to be a complete or exhaustive listing. Agencies are responsible for referring to the documents referenced below for complete guidelines. All references are to the Ryan White Program (RWP), and to policies issued by HRSA and the Texas Department of State Health Services, clarifying certain provisions of the Ryan White Program (RWP). The following costs are not permitted under the Ryan White Program (RWP):

- a. Items or services covered by other third-party funding sources are not reimbursable under the contract budgets. Reimbursement for any item or service where payment has been made, or can reasonably be expected to be made, for that item or service (a) under any state compensation program, under an insurance policy, or under any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis [HRSA section 2605(a) (6)].
- b. Administrative costs that exceed 10% of your total contract schedule budget [HRSA section 2604(f)(1)];
- c. Purchase and/or improvement of land [HRSA section 2604(g)].
- d. Purchase, construction or permanent improvement of any building or other

- facility [HRSA section 2604(g)].
- e. Property taxes [DSS policy No.2.12].
- f. Cash payments to intended recipients of services [HRSA section 2604(g)].
- g. Clinical trials [DSS policy No. 2.3].
- h. Participation in general HIV/AIDS-related conferences or conferences with agendas that address issues other than the provision of contract-funded services provided to individuals infected by HIV.
- i. Funeral and burial expenses [DSS policy No. 2.7].
- j. For no targeted marketing promotions or advertising about HIV services that target the public (poster campaigns for display on public transit, TV or radio public service announcements, etc.).
- k. Syringe exchange.
- l. Vocational, employment or employment-readiness services.
- m. Clothing.
- n. Gift certificates for clients [HRSA letter, 04/09/1998];
- o. Off-premises recreational and social activities.
- p. Costs associated with obtaining professional licensure or meeting program licensure requirements related to staff training.
- q. Legal services for criminal defense, or class action suits unrelated to access to services eligible for funding, and.
- r. Maintenance of privately owned vehicles for eligible individuals.
- s. The purchase or provision of Pre-Exposure Prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (PEP).

The following costs are not permitted under the Public Health Service Grants Policy Statement and OMB Circular A-122:

- a. Bad debts.
- b. Capital improvements.
- c. Contingency provisions.
- d. Contributions and/or donations to others.
- e. Depreciation expenses as related to federally funded equipment.
- f. Entertainment costs.
- g. Fines and penalties.
- h. Fund-raising and investment management costs.
- i. Interest expense, unless the expense meets the specific criteria outlined in the regulations.
- j. Land or building acquisition.
- k. Lobbying costs.
- l. Refreshments.
- m. Alcoholic beverages.
- n. Stipends, and,
- o. Taxes for which exemptions are available to the organization.

In addition, the Ryan White Program (RWP) has provided the following clarification concerning the purchase of condoms:

- a. Funds may be used to purchase condoms for clients of care programs to be used for secondary prevention. Before using funds for the purchase of condoms,

agencies should exhaust all other resources, including other funding sources and free condom distribution options and any other contracts held with the Ryan White Program (RWP) specific to condom distribution.

§8.07 Invoice Tracking

POLICY:

All financial tracking occurs in PartnerGrants. The Social Services Funding Specialist (SSFS) is notified of claims and status reports that are submitted. The SSFS reviews the information, approves the claim and submits the documents through PartnerGrants for further review and approval.

§8.08 Monthly Grants Coordinators Meeting

POLICY:

Sub-Recipients are required to submit monthly standardized reports and invoices. These reports help the HRA recognize patterns and any contributing factors above or below goal expenditures by Sub-Recipients during the monthly Agency desk monitoring meeting. Each month, program and financial staff review and discuss the expenditures and performance of each agency with key sub-recipient staff. This monthly review facilitates tracking of expenditures, allows for reconciliations of funding including potential reallocations, and communication among staff so that corrections can be made quickly. Monthly meetings with the Sub-Recipients also support open dialogue with the HRA and helps to identify any obstacles that will hinder effective service delivery or difficulty in obtaining reimbursement.

PROCEDURE:

1. The monthly Grants Coordinator meeting will Grants Coordinator meetings will be held at a scheduled time each month.
2. The Monthly Agency Review (MAR) meeting will be attended by the Program Manager II, the Grants Program Manager, Financial Analyst, and SSFSs. Others may attend at the request of the Program Manager II.

SECTION 9: HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM MANUAL

§9.01 Purpose and Use of Manual

This program manual is intended to provide guidance to Project Sponsors funded by City of Austin, Austin Public Health, HIV Resources Administration Unit Ryan White Program for the administration of the HOPWA Program.

§9.02 Program Purpose

The goals of the HOPWA Program are to help low-income persons living with HIV and their households establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services.

§9.03 Program Administration

City of Austin Housing and Planning Division and HRA administer the program, which is funded by an annual formula grant from HUD. The HOPWA Program serves all counties in the Austin TGA. HRA selects Project Sponsors through a combination of competitive Requests for Proposals (RFP). Austin

§9.04 Overview – HOPWA Programs

Texas provides HUD-approved activities through the following programs:

1. **Tenant Based Rental Assistance (TBRA)**
2. **Short Term Rental and Mortgage Utilities Assistance (STRMU)**
3. **Facility-Based Housing Assistance (FBHA)**
4. **Short-Term Supportive Housing (STSH)**
5. **Transitional Supportive Housing (TSH)**
6. **Permanent Housing Placement (PHP)**
7. **Supportive Services (SS)**

*****Definitions of the above activities can be found in §9.05*****

Refer to **Appendix H.2** for a Table Comparison of the HOPWA Programs.

§9.05 Program Rules

The HOPWA program rules in 24 Code of Federal Regulation (CFR) Part 574 provide general standards for eligible housing activities such as client eligibility, housing quality standards, and standards regarding resident rent payments as provided under the United States Housing Act of

1937. Standards for shared housing are referenced in 24 CFR §982.615 – §982.618. Other applicable CFRs are:

- Lead-based paint poisoning notification requirements, 24 CFR Part 35, Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and 24 CFR Part 574 Subpart G Section 574.635;
- Smoke alarm requirements, See 24 CFR § 3280.209; and
- Carbon Monoxide Alarms or Detectors, CPD-22-15 addresses carbon monoxide (CO) poisoning risks in housing and identifies resources for preventing and detecting CO exposure.
 - HOPWA grantees and project sponsors must ensure CO alarms or detectors are installed as required in all HOPWA-assisted units and
- Record keeping requirements, 24 CFR 574 Subpart F Section 574.530; and
- Flood insurance protection, 24 CFR 574.640: No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - (a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or
 - (2) Less than a year has passed since FEMA notification regarding such hazards; and
 - (b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.); and
- Non-discrimination requirements, 24 CFR 574: All persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, must know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap; As defined in 24 CFR 5.403, a family includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.
- The Violence Against Women Act (VAWA), 24 CFR §5.2005, Subpart L: protects applicants, beneficiaries, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of the law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex,

- gender identity, or sexual orientation.
- **Conflict of Interest**, 24 CFR §574.625: 24 CFR §574.625 relates to conflicts of interest. In addition to the conflict of interest requirements in 2 CFR §200.317 (for recipients and Sub-Recipients that are States) and 2 CFR §200.318 through §200.326 (for recipients and Sub-Recipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the HRA, or Project Sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. HRAs and Project Sponsors should have policies in place that identify and handle real or potential conflicts of interest on the part of board members, staff persons, and other representatives of the organization, such as volunteers. HUD requires such a policy, which are often part of an organization's "code of conduct" for board, staff, and volunteers. It is advisable to have a copy signed by all members listed above on an annual basis. Additionally, the policy must comply with the HRA Program Policies.

§9.06 Program Definitions & Acronyms

Program Definitions:

- **Acquired Immunodeficiency Syndrome (AIDS):** A medical diagnosis requiring a positive HIV test and a CD4+ cell count below 200 cells per microliter OR CD4+ cells account for fewer than 14 percent of all lymphocytes OR a diagnosis of one or more of the AIDS-defining illnesses.
- **Administrative Agency:** HRA contracts with Project Sponsors to deliver the HOPWA Program.
 - Project Sponsors may subcontract, if needed.
- **Administrative Costs:** Costs for general management, oversight, coordination, evaluation, and reporting. By statute, grantee administrative costs are limited to 3 percent of total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7 percent of the portion of the grant amount they receive. HRA administrative costs are not an eligible expenditure.
- **Beneficiary(ies):** All members of a household who received HOPWA assistance during the operating year including the one individual who qualified the household for HOPWA assistance as well as any other members of the household (with or without HIV) who benefitted from the assistance.
- **Chronically Homeless Person:** Per 24 CFR §578.3, a chronically

homeless person is:

- (1) 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 or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 USC 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; (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 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) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- **Disabling Condition:** Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual’s ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.
- **Eligible Individual:** The one low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered “Head of Household.” When the Program Progress Report or Consolidated Annual Performance Evaluation Report (CAPER) asks for information on eligible individuals, report only this individual person. Where there is more than one person living with HIV (PLWH) in the household, the additional PLWH(s), would be considered a beneficiary(s).
- **Facility-Based Housing Assistance (FBHA):** All eligible HOPWA housing assistance expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD.
- **Facility-Based Rental Assistance (FBRA) Services:** A rental assistance service like public housing that helps low-income households access affordable housing (see “Rental Assistance”). Unlike tenant-based rental

assistance, the rental assistance subsidy is attached to a specific building or unit. If the Project Sponsor owns the facility, the rental assistance is classified as project-based rental assistance (PBRA). If the Project Sponsor leases the facility, the rental assistance is classified as master leasing.

- **Family:** Per 24 CFR §574.3, the program defines family as it is defined in 24 CFR §5.403. Family, as defined in 24 CFR §5.403 includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
 - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - A group of persons residing together, and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a tenant family.

Under 24 CFR §574.3, family includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or welfare, and the surviving member or members of any family described in this definition who were living in a unit assisted under the program with the person living with HIV at the time of their death. The language of these regulations, as amended by the “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule,” ensures that HUD’s core programs are open to all eligible individuals and families regardless of actual or perceived sexual orientation, gender identity, or marital status. This means that any group of people that present together for assistance and identify themselves as a family – regardless of relationship, age, disability, or other factors – are a family and must be served together as such. Further, Project Sponsors cannot discriminate against a group of people presenting as a family based on the composition of the family, the age or disability of any family members, or the actual or perceived sexual orientation, gender identity, or marital status of any family members. The definition of “family” is flexible and, as such, HUD has broadly implemented the term “household” in place of “family.”

NOTE: The old definition of “family,” (persons related by blood or marriage) is not used. See “Household.”

- **Gross Rent:** The sum of combined rent and utilities costs. For rental assistance services, the gross rent of the proposed unit, including appropriate utility allowances) must be at or below the lower of the rent standard or the reasonable rent.

- **Household:** A single person or a group of people residing together. See “Family.” Any group of people that present together for assistance and identify themselves as a household – regardless of relationship, age, disability, or other factors – are a household and must be served together as such. The term is used for collecting data on changes in eligibility, changes in access to services, and outcomes on achieving housing stability. Live-In Aides (see “Live-In Aide”) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not included in the household.
- **Housing Information Services:** Counseling, information, and referral services dedicated to assisting PLWH and their households locate, acquire, finance, and maintain housing. This may also include fair housing counseling for eligible households that may encounter discrimination based on race, color, religion, sex, age, national origin, familial status, or handicap.
- **Housing Stability:** The degree to which the HOPWA assisted beneficiaries remain in stable housing during the operating year. See service outcome categories for TBRA, STRMU, FBHA, and Supportive Services in Section 14. Housing Assistance and Supportive Services.
- **Human Immunodeficiency Virus (HIV):** An infection caused by a virus that infects the body and destroys portions of the immune system and is documented by a positive serologic test.
- **In-Kind Leveraged Resources:** These involve additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the rate established in HUD notices, such as the rate of ten dollars per hour. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.
- **Leveraged Funds:** The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by Project Sponsors in dedicating assistance to eligible households. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.
- **Live-In Aide:** A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and welfare of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. Live-In Aides are not considered household members.
- **Master Leasing:** Applies to Project Sponsors that lease units (site or

scattered site) from an owner and sublease the units to clients. Project Sponsors facilitate housing by assuming the tenancy burden for households that may not be able to obtain a lease on their own due to poor credit, evictions, or lack of income. Assistance is not portable or transferable.

- **Operating Costs:** Applies to facility-based housing that is owned by the Project Sponsor and currently open. Operating costs include day-to-day housing function and operation costs like maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and salary for staff costs directly related to the facility, but not staff costs for delivering services.
- **Outcome:** The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support.
- **Output:** The number of households that receive HOPWA assistance during the operating year.
- **Permanent Housing Placement (PHP) Services:** A supportive housing assistance service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.
- **Program Income:** Gross income directly generated from the use of HOPWA funds, including repayments.
- **Project-Based Rental Assistance (PBRA) Services:** A facility-based rental assistance service that is tied to units (site or scattered site) owned or controlled by a Project Sponsor. Assistance is not portable or transferable.
- **Project Sponsor:** Any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR §574.300. Project Sponsors are required to provide performance data on households served and funds expended. Funding flows to a Project Sponsor as follows: HUD to HRA to Sponsor.
- **Rental Assistance:** A housing assistance service that subsidizes the rent of a household, including assistance for shared housing arrangements. The subsidy amount is determined in part based on household income and rental costs associated with the household's lease. HOPWA rental assistance can be tenant-based (see "Tenant-Based Rental Assistance Services") or facility-based (see "Facility-Based Rental Assistance Services"). All rental assistance services are subject to the following components:
 - Housing Quality Standards Certification.
 - Rent Standard and Rent Reasonableness Certification; and
 - Rental Assistance Calculation.

- Depending on local needs, rental assistance may be designed as transitional or permanent and include time limits. If a Project Sponsor establishes a time limit for rental assistance, they must collaborate with the HRA to develop a local program policy that clearly defines the length of time households may receive rental assistance and include a protocol for notifying households about local time limits.
- **Roommate:** A roommate relationship (i.e., a shared housing arrangement) is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. Roommates are not considered household members as they are households unto themselves. The household must identify whether an individual is a household member or a roommate at the time of application and at any subsequent renewals.
- **Short-Term Rent, Mortgage, and Utility (STRMU) Services:** Time-limited housing assistance designed to prevent homelessness and increase housing stability. Project Sponsors may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per household depending on funds available, need, and program guidelines.
- **Short-Term Supportive Housing (STSH) Services:** A type of facility-based housing assistance that provides temporary shelter to eligible households that are homeless. Services allow for an opportunity to develop an individualized housing plan to guide the household’s linkage to permanent housing. Project Sponsors may provide assistance for up to 60 days in any six-month period. The amount of assistance varies per household depending on funds available, need, and program guidelines.
- **Supportive Services:** Assistance for housing case management, smoke detector provision, and basic telephone services. Supportive Services may be provided in conjunction with HOPWA housing assistance or as a standalone service (Supportive Services Only).
- **Tenant-Based Rental Assistance (TBRA) Services:** A rental assistance service similar to the Housing Choice Voucher program that helps low-income households access affordable housing (see “Rental Assistance”). Unlike facility-based rental assistance, services are not tied to a specific unit, so households may move to a different unit without losing their assistance, subject to individual program rules.
- **Transgender:** Transgender is defined as a person who identifies with, or presents as, a gender that is different from the gender assigned to them at birth.
- **Transitional Supportive Housing (TSH) Services:** A type of facility-based housing assistance that provides up to 24 cumulative months of rental assistance to eligible households that are homeless or at risk of homelessness. Services allow for an opportunity to move households to permanent housing. The subsidy amount is determined in part based on household income and rental costs associated with the household’s lease.

- **Veteran:** A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called to active duty.
- Acronyms:
 - CFR: Code of Federal Regulation
 - COS: Contract Oversight and Support Unit
 - EID: Earned Income Disregard
 - FMR: Fair Market Rent
 - HOME: Housing Opportunities Made Equal
 - HOPWA: Housing Opportunities for Persons with AIDS
 - HQS: Housing Quality Standards
 - HUD: Housing and Urban Development (U.S. Department of)
 - PHA: Public Housing Authority
 - PHP: Permanent Housing Placement
 - SHP: Supportive Housing Program
 - SSI: Supplementary Security Income
 - STRMU: Short Term Rent, Mortgage, and Utilities, formally known as Emergency Assistance
 - TANF: Temporary Assistance for Needy Families
 - TBRA: Tenant-Based Rental Assistance, formally known as Rental Assistance
 - WTW: Welfare-to-Work program

§9.07 Administrative Agency (HRA) Roles/Responsibilities Regarding Project Sponsors

1. The HRA must comply with all federal and state regulations, policies, standards, and guidelines as specified in the contract and this manual.
2. The HRA must confirm that Project Sponsors manage program funds in compliance with HUD and the City of Austin regulations.
3. The HRA must assure that Project Sponsor administrative costs, including non-service and indirect costs, do not exceed seven percent of each Project Sponsor's total program allocation.
4. The HRA must ensure that Project Sponsors implement the program efficiently, effectively, and properly in each HSDA.
5. The HRA must collaborate with Project Sponsors to develop local program policies as needed. Local policies:
 - a. Should not conflict with federal and state regulations, policies, standards, and guidelines; and
 - b. May address, but are not limited to, issues related to transitioning assisted households into the Housing Choice Voucher (HCV) Program or other affordable housing programs, establishing alternate STRMU Caps, and applying stricter program eligibility or service requirements beyond basic regulations. Project

Sponsors may consult with local housing experts for policy development.

NOTE: Consulting fees are not an allowable program expense.

§9.08 HOPWA Project Sponsor Roles/Responsibilities

1. Project Sponsors must comply with all federal and state regulations, policies, standards, and guidelines as specified in the subcontract and this manual.
2. Project Sponsors must manage program funds in compliance with HUD and the City of Austin regulations and charge costs to the appropriate contract (costs incurred in one contract year cannot be paid with funds from a different contract year). Current and historical spending data should be used for service planning purposes. Throughout the program year, Project Sponsors should monitor expenditures to assure funds are available and not depleted prematurely. For example, service allocations could be divided monthly (1/12). In this way, Project Sponsors could determine the balance of available funds based on over- or under-spending in a given month and adjust current spending accordingly.
3. Project Sponsors must ensure administrative costs, including non-service and indirect costs, do not exceed seven percent of their total program allocation.
4. Project Sponsors must implement the program efficiently, effectively, and properly in their HSDA(s).
5. Project Sponsors must collaborate with the HRA to develop local program policies as needed.
6. Project Sponsors must file Internal Revenue Service (IRS) Form 1099 for TBRA, STRMU, FBHA, and PHP rent payments to individuals and partnerships. If a Project Sponsor makes rent payments of \$600.00 or more to property owners in any calendar year, then they must report this to the IRS on form 1099-MISC, Box 1, "Rents" (Revenue Rule 88-53). To comply with this requirement, Project Sponsors must obtain the taxpayer identification number (TIN), social security number (SSN), or employer identification number (EIN) of all entities to which it will make rent payments. To accomplish this, Project Sponsors must issue IRS Form W-9 to all property owners. Form W-9 must be completed and returned to the Project Sponsor before any rent payments are made. Form 1099-MISC must be completed and issued to each "person" who has been paid \$600.00 or more in rent every calendar year. Persons include individuals and partnerships. Form 1099-MISC must be issued to the property owner by January 31st and submitted to IRS no later than February 28th. Form 1099-MISC does not need to be issued to corporations or utility vendors. Copies of IRS Forms W-9 and 1099-MISC as well as detailed instructions on their completion can be obtained from the IRS website.

§9.09 HRA and Project Sponsor Required Local Policies and Procedures

Administrative Agency Policies and Procedures	Project Sponsor Policies and Procedures
Anti-discrimination Confidentiality at the HRA level Conflict of interest Desktop and on-site monitoring Grievances of clients and bidders Procurement	Anti-discrimination and affirmative outreach Confidentiality at the Project Sponsor level Conflict of interest Grievances Requiring application to HCV/other affordable housing Restrictive program eligibility criteria (<i>if applicable</i>) Restrictive service qualifications (<i>if applicable</i>) STRMU and other local service caps (<i>if applicable</i>) Survivor grace periods Rent standard increase (<i>if applicable</i>) Termination Waitlists for TBRA, STRMU, and FBHA services
Project Sponsors that overspend/laps funds	

§9.10 Confidentiality – Ensure Confidentiality

Per 24 CFR §574.440, the HRA and Project Sponsors must ensure the confidentiality of all records by developing a comprehensive local program policy for confidentiality and consistently following the procedures. The policy must define confidential data and protected health information (PHI), describe how confidentiality is maintained, and outline breach procedures, notification requirements, mitigation activities, sanction levels, and requirements for duty to warn or report. The policy must provide a confidentiality training schedule (annually at a minimum) and designate a staff member as responsible for privacy and security (e.g. Privacy or Security Officer, Overall Responsible Party [ORP] or Local Responsible Party [LRP], Privacy Liaison, etc.). The policy should explain measures the HRA and Project Sponsor take to prevent unintentional disclosures, such as via agency logos or other identifying information on checks, letters, notifications, forms, envelopes, etc. that could imply a household member is living with HIV. For example, this could be accomplished by establishing a housing assistance checking account using a neutral account name such as “Housing Fund” or “Assistance Fund.”

§9.11 Confidentiality – Consent to Release and/or Obtain Confidential Information

Prior to exchanging information with any other agency or entity, Project Sponsors must first secure a release of information from the client. There may be exceptions to client disclosure as required by law. **Form F: Consent to Release and/or Obtain Confidential Information** must

be completed and signed by the client identifying specific individuals or organizations to which confidential information may be disclosed and must be resigned annually. In the absence of specific written authorization, information identifying an individual's HIV status may not be disclosed by the Project Sponsor to any individual or organization.

NOTE: Use of Form F is optional – Project Sponsors may use their preferred Health Insurance Portability and Accountability Act (HIPAA)-compliant release of information form.

§9.12 Ensuring Access to the Program – Application Office Location

Project Sponsors should have an easily accessible location(s) where households can apply for assistance.

§9.13 Ensuring Access to the Program – Providing Information About Housing Assistance

Ryan White and State Services applicants should be informed of housing assistance services during intake and existing clients should be informed during routine medical, psychosocial, or other appointments. Project Sponsors should assess the housing needs of all clients. When a household requests housing assistance, the housing case manager should inform them of the program. At minimum, the information should include:

- HOPWA housing assistance available.
- The application process.
- Documentation needed to determine program eligibility and qualifications for specific program services.
- Current waitlist and priority populations, if applicable; and
- Potential interview dates and times.

§9.14 Ensuring Access to the Program – Methods of Taking Applications

Project Sponsors can schedule appointments specifically for program applications. Applications can be completed during intake or routine appointments. To accommodate the needs of various households and assure proper use of staff resources, the Project Sponsor should offer the following options of taking applications:

1. **Regular office interviews.** The majority of interested households should be able to apply for the program during a Project Sponsor's regular business hours.
2. **Special office interviews.** If an interested household is unable to apply for the program during regular business hours, then a Project Sponsor should arrange an off-hour interview.
3. **Home visit interviews.** If, for whatever reason, an interested household is unable to interview at a Project Sponsor's application office, then the Project Sponsor should arrange an interview at the household's current residence or other agreed location.

§9.15 Ensuring Access to the Program – Information Sharing

Project Sponsors must share program information and eligibility criteria routinely with other HIV prevention and care agencies and local housing authorities in the Austin-Round Rock MSA. To accomplish this, Project Sponsors could post program information on their websites and social media platforms or distribute program information via pamphlets, fliers, and/or email lists. Project Sponsors must document how they shared program information each program year.

§9.16 Ensuring Access to the Program – Waitlists

Project Sponsors may document unmet need beyond their service capacities by establishing waitlists for HOPWA-eligible households and maintaining a waitlist management tool (even if there are currently no waitlisted households). Project Sponsors may collaborate with the HRA to develop a waitlist policy. If a Project Sponsor utilizes a waitlist, the policy must specify how the waitlist is maintained and how waitlisted households are prioritized. Project Sponsors must categorize waitlisted households by the service category they need (i.e., TBRA; STRMU with additional STRMU subcategories for rent, mortgage, or utility costs; and FBHA), update their waitlists every three months at minimum, and include the dates households are added and removed.

§9.17 Fair Housing Act

The Fair Housing Act protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, religion, sex, age, national origin, familial status, or handicap. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include zoning practices, new construction design, and advertising. More information and resources about the Fair Housing Act can be found on the HUD Fair Housing Program Office [website](#). The “Fair Housing and Equal Opportunity for All” brochure can be downloaded in 16 different languages from the HUD Fair Housing Office Outreach Tools [website](#). This page provides other Fair Housing resources for download and distribution.

§9.18 Affirmatively Furthering Fair Housing

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal grantees further the purposes of the Fair Housing Act. The HRA supports Project Sponsors in their efforts to take meaningful actions that overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the final rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing

segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development." The HRA and Project Sponsors must report efforts to Affirmatively Further Fair Housing in their Semi-Annual and Year-End Program Progress Reports (PPRs).

§9.19 Americans with Disabilities Act

Per 24 CFR §574.603(a)(1), The HRA and Project Sponsors must comply with the applicable provisions of the Americans with Disabilities Act (42 USC 12101-12213) and implementing regulations at 28 CFR §35 (States and local government grantees) and §36 (public accommodations and requirements for certain types of short-term housing assistance).

§9.20 Affirmative Outreach

Per 24 CFR §574.603(b), Project Sponsors must develop local program policies to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, sexual identity, gender, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

§9.21 Reasonable Accommodations

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. The Act requires owners of housing facilities to make reasonable exceptions in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow a household member who is blind to keep a guide dog in the residence. The Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to common use spaces. The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

§9.22 Violence Against Women Act Requirements (VAWA)

The Violence Against Women Act (VAWA) provides protections and remedies for program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. Despite the name of this law, VAWA protections and remedies are available regardless of sex, gender identity, or sexual orientation. Per 24 CFR §5, Subpart L, VAWA applies to all HUD programs, including HOPWA. Specifically, an applicant or beneficiary of the

City of Austin HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.

§9.23 Violence Against Women Act (VAWA) – TBRA and TSH Requirements

Per 24 CFR §574.604(a)(1), VAWA applies to TBRA and TSH services. VAWA provides protections and remedies for City of Austin HOPWA Program applicants and beneficiaries who are survivors of domestic violence, dating violence, sexual assault, or stalking. The City of Austin HOPWA Program uses standardized VAWA materials to assist Project Sponsors with meeting VAWA requirements. The City of Austin Project Sponsors are required to use the VAWA materials. The materials include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household’s file. The materials are available in Spanish. Project Sponsors must enter their neutral program and/or fund name into each document before using them to attribute the documents to their programs and protect client confidentiality. As of this publication, the VAWA materials include:

VAWA Materials		English	Spanish	Format
VAWA	Certification Form	Yes	Yes	Word
VAWA	Emergency Transfer Form	Yes	Yes	Word
VAWA	Emergency Transfer Plan	Yes	Yes	Word
VAWA	Lease Addendum	Yes	Yes	Word
VAWA	Notice of Occupancy Rights	Yes	Yes	Word

1. Owners

Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location. The Addendum provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer. Additionally, owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.

NOTE: To receive TBRA or TSH services, a household’s lease must include a VAWA Lease Addendum.

If a lease does not include a VAWA Lease Addendum, a Project Sponsor cannot approve the unit for TBRA or TSH services.

2. Survivors

In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission

Requirements). If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow VAWA documentation and confidentiality requirements (see Request for Documentation; Permissible Documentation and Submission Requirements; and Confidentiality). Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household. Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

3. Notification Requirements

Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertification. The Notice and Certification must be made available in multiple languages. The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections. In the event of an incident of domestic violence, dating violence, sexual assault, or stalking, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

4. Request for Documentation

If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation of survivor status as specified under Permissible Documentation (see Permissible Documentation and Submission Requirements). Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status. If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:

- Deny admission by the applicant or beneficiary to the HOPWA Program;
- Deny housing assistance and supportive services to the applicant or beneficiary;
- Terminate the participation of the beneficiary in the HOPWA Program; or
- At the Project Sponsor's discretion, extend the 14-business-day deadline.

5. Permissible Documentation and Submission Requirements

In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:

- a. The **VAWA Certification Form**, which:
 - States that the applicant or beneficiary is a survivor of domestic violence, dating violence, sexual assault, or stalking.
 - Describes the incident; and
 - Includes the name of the perpetrator if it is known and safe to provide;

- or
- b. A document:
 - Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the survivor has sought assistance relating to the incident or the effects of abuse.
 - Signed by the applicant or beneficiary; and
 - That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - d. At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.

If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

6. Confidentiality

If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence. Project Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the survivor in a time-limited release, required for use in an eviction proceeding or hearing regarding termination of assistance from the HOPWA Program, or otherwise required by applicable law.

7. Remedies

- a. *Lease Bifurcation.* Owners may bifurcate a lease in order to evict a perpetrator without regard to whether the perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries. If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination. If the perpetrator is the eligible individual and the survivor is a remaining beneficiary, Project Sponsors must provide a reasonable grace period to the survivor and remaining beneficiaries.

NOTE: See Grace Periods for Surviving or Remaining Household Members.

- b. *Emergency Transfers.* Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH

services. Project Sponsors must make the Plan available upon request and, when feasible, must make its plan publicly available. To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy. If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request. The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation (see E. Permissible Documentation and Submission Requirements). Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

8. Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant or beneficiary of the HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy. A beneficiary of the HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- a. The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
- b. A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

9. Construction of Lease Terms and Terms of Assistance

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident or good cause for terminating the assistance, tenancy, or occupancy rights under the HOPWA Program of the survivor or threatened survivor of such incident.

10. Limitations of VAWA Protections

- a. VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking or the distribution or possession of property among beneficiaries.
- b. VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a

beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.

- c. VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.
- d. Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries.

§9.24 Violence Against Women Act (VAWA) – STRMU and STSH Requirements

Per 24 CFR §574.604(a)(2), VAWA does not apply to STRMU or STSH services except that an applicant or beneficiary may not be denied STRMU or STSH services on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking.

§9.25 Violence Against Women Act (VAWA) – PHP Requirements

Per 24 CFR §5.2009(e)(9), the VAWA Emergency Transfer Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued TBRA or TSH services. Per 24 CFR §5.2009(c), Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor of domestic violence, dating violence, sexual assault, or stalking to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible (see Housing Assistance and Supportive Services, Permanent Housing Placement (PHP) Services, Eligible Costs). For example, a Project Sponsor could pay a reasonable security deposit to move the survivor into other permanent or transitional housing.

§9.26 Housing Quality Standards

Per 24 CFR §574.310(b), §574.635, §35, and CPD-94-05, assisted units, including shared housing arrangements, must be safe, sanitary, and compliant with all applicable state and local

housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing. Assisted units must also meet all Habitability Standards, Lead-Based Paint Requirements, and Fire Safety Requirements. TBRA and STSH units must be inspected. STRMU, STSH, and PHP units do not require inspections, but households must certify their housing meets all standards and requirements. If a Project Sponsor assesses that a STRMU- or STSH-assisted household is residing in substandard housing, the housing plan should address any unit deficiencies or include a goal of moving the household to a unit that meets all Housing Quality Standards.

Project Sponsors must complete Form G: Housing Quality Standards Certification before assisting a unit and annual recertification. Also, the form must be completed if there has been a change in residency. Inspections can be performed without specialized training. The standards and requirements should be interpreted in the best judgment of the housing case manager.

§9.27 Housing Quality Standards – Habitability Standards

The standards, as described in 24 CFR §574.310(b), include:

1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.
4. Interior air quality. Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
5. Water supply. The water supply must be free from contamination at levels that threaten the health of individuals.
6. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.
7. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
8. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
9. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

§9.28 Housing Quality Standards – Lead-Based Paint Requirements

The regulations for Lead-Based Paint, as described in the Lead-Based Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR §35, Subpart M, require certain

responses to potential lead-based hazards. If the structure was built or rehabilitated prior to 1978, and a child under the age of six or a pregnant woman will reside in the property, and the property has a defective paint surface inside or outside the structure, the property cannot be approved until the defective surface is repaired by at least scraping and painting the surface with two coats of non-lead based paint. Defective paint surface means: Applicable surface on which paint is cracking, scaling, chipping, peeling or loose. Project Sponsors should notify the property owner of the need for paint stabilization. Specific guidelines for paint stabilization are described in 24 CFR §35.1330(b). If a child under age six residing in the HOPWA-assisted property has an Elevated Blood Level, paint surfaces must be tested for lead-based paint. If lead is found present, the surface must be abated in accordance with 24 CFR §35. Project Sponsors must use the following criteria to determine if a property can be approved or is deficient:

1. Year the structure was built or rehabilitated
2. A child under the age of six will reside in the property
3. A pregnant woman will reside in the property

If the structure was built or rehabilitated before 1978, then the Project Sponsor must provide a [“Protect Your Family from Lead in Your Home”](#) pamphlet to the household. If the structure was built or rehabilitated before 1978 *and* a child under the age of six or pregnant woman will reside in the property, then the Project Sponsor must visually assess the unit. Visual assessments are unnecessary for zero-bedroom units or if a unit meets other exemptions in 24 CFR §35.115(a). The client will initial **Form G: Housing Quality Standards Certification** if they received the pamphlet. Housing case managers that perform visual assessments must complete the HUD Lead-Based Paint Visual Assessment Training (see Program Technical Assistance and Trainings, HRA and Project Sponsor Required Trainings).

§9.29 Housing Quality Standards –Fire Safety Requirements

The requirements for Fire Safety, as described in the Fire Administration Authorization Act of 1992, require smoke detector installation. Smoke detectors must be installed in accordance with National Fire Protection Association Standard 74, or more stringent local policies as applicable. Existing units must contain a single or multiple-station smoke detector; outside each sleeping area; on each level; battery operated or hard wired; clearly audible or interconnected. Accommodations must be made for individuals with sensory impairments.

§9.30 Collaboration with the HCV Program and Other Affordable Housing Programs

Project Sponsors must establish linkages and collaborative relationships with local HCV Program and other affordable housing program staff. The HCV Program and other affordable housing programs can be a vital resource for the long-term housing needs of HOPWA-assisted households. Project Sponsors must document how the linkages and collaborative relationships are being accomplished (e.g., written cooperative agreements, protocols, correspondence, etc.). Other long-term housing assistance programs include, but are not limited to:

1. HOPWA Project-Based Housing or Tenant-Based Rental Assistance
2. Housing Choice Voucher
3. Veterans Affairs Supportive Housing

4. Continuum of Care
5. Public Housing
6. HOME Investment Partnerships Program
7. Section 811 Supportive Housing for Persons with Disabilities
8. Section 202 Supportive Housing for the Elderly
9. Low-Income Housing Tax Credits
10. United States Department of Agriculture Housing Assistance
11. And other state and local resources, when available.

§9.31 Collaboration with the HCV Program and Other Affordable Housing Programs – TBRA and TSH Requirements

1. **Applying for the HCV Program and Other Affordable Housing Programs and Tracking Applications:** Project Sponsors must develop a local program policy that requires households receiving TBRA or TSH services to apply for the HCV Program and other affordable housing programs, renew applications as required, and accept assistance as offered. Additionally, Project Sponsors must develop an application tracking system. For example, a Project Sponsor could maintain a spreadsheet that includes an assisted household's HCV or other affordable housing program waitlist number with periodic check-in dates.
2. **Households that Fail to Accept the HCV or Other Affordable Housing:** Local program policies must state that TBRA or TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program. This will reduce the TBRA and FBHA waitlists and provide timely services to other eligible households. Housing case managers must work closely with households receiving TBRA or TSH services and the local housing authority to assure that termination for this reason is rare. In special circumstances where accepting the HCV or other affordable housing would place an undue burden on the client, Project Sponsors may request a waiver to the policy using Form J: Housing Choice Voucher/Other Affordable Housing Waiver, which must be approved by the HRA on a case-by-case basis. Special circumstances include but are not limited to:
 - a. Client would have to move away household members who are important to their care or welfare;
 - b. Client would have to move, but is too sick at the time to do so; or
 - c. Client cannot find a suitable residence that will accept the HCV.

If a Project Sponsor will terminate a household for failure to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered, they must follow local program policies and procedures for termination as set forth in Termination.

§9.32 Collaboration with the HCV Program and Other Affordable Housing Programs – STRMU and STSH Requirements

As short-term intervention services, STRMU and STSH are not intended to provide continuous or perpetual assistance. Other types of long-term permanent housing assistance should be employed when household assessments indicate that little or no improvement of the conditions that caused the current housing instability are likely during or after the assistance period. Other long-term permanent housing assistance and/or programs are noted in Collaboration with the HCV Program and Other Affordable Housing Programs. If a Project Sponsor determines that a STRMU- or STSH-assisted household needs ongoing rental assistance or other forms of long-term permanent housing beyond the assistance period to address immediate housing needs, Project Sponsors should seek to connect households to the resources listed in this Section. Households that received STRMU or STSH services may receive other types of HOPWA housing assistance services in conjunction with HOPWA Supportive Services if that assistance would meet the household’s assessed need.

§9.33 Program Forms

The HOPWA Program uses standardized program and service forms to assist Project Sponsors with program enrollment and service delivery. Project Sponsors are required to use the APH HOPWA Program forms unless otherwise noted below. The forms include the latest revision date and Project Sponsors must use the most recent version. Old forms should be discarded as they are considered obsolete. Project Sponsors must maintain any forms used in the household’s file and housing case managers must complete forms accurately. Forms that require the signature of a household member are available in Spanish. As of this publication, APH HOPWA Program forms include:

NOTE: Use of Forms F, M, and N are optional – Project Sponsors may use their preferred HIPAA-compliant release of information form, budgeting form, or housing plan form. Excel documents should be viewed at 100 percent zoom.

Program Entry Forms		English	Spanish	Format
	File Structure Checklist	Yes	No	Word
Form A	Self-Declaration of Income	Yes	Yes	Word
Form B	Self-Declaration of Residency	Yes	Yes	Word
Form C	Household Income Eligibility Worksheet	Yes	No	Excel
Form D	HOPWA Program Agreement	Yes	Yes	Word
Form E	Demographic and Statistical Data	Yes	No	Word
Form F	Consent to Release and/or Obtain Confidential Information	Yes	Yes	Word
Form G	Housing Quality Standards Certification	Yes	Yes	Word
Service Forms				
<i>TBRA and/or TSH</i>				
Form H	Rent Standard and Rent Reasonableness Certification	Yes	No	Word
Form I	Rental Assistance Worksheet	Yes	No	Excel

Form J	Housing Choice Voucher/Other Affordable Housing Waiver	Yes	No	Word
STRMU and/or STSH				
Form K1	STRMU Tracking Worksheet	Yes	No	Excel
Form K2	STSH Tracking Worksheet	Yes	No	Excel
PHP				
Form L	PHP Intent to Lease Worksheet	Yes	No	Word
Supportive Services				
Form M	Budget Worksheet	Yes	No	Excel
Form N	Housing Plan	Yes	Yes	Excel
Interim Recertification Forms (If applicable)				
Form O	Interim Recertification Worksheet	Yes	Yes	Word
Outcome Data and Program Exit Forms				
Form P	Service Outcome Assessment and Program Exit Worksheet	Yes	No	Word

§9.34 Determining Household Program Eligibility

Project Sponsors are responsible for determining the eligibility of households that apply for the program. In shared housing arrangements where two or more unrelated households live together, Project Sponsors should assess the eligibility of only the applicant household, not the eligibility of the other households. Households must meet the following criteria to be eligible for the HOPWA Program:

1. At least one household member must be living with HIV (24 CFR §574.3);
2. Household annual gross income cannot exceed 80 percent of area median income per the household’s county of residence (24 CFR §574.3); and
3. The household must reside in the Austin Round Rock MSA. This includes the following counties: Bastrop, Caldwell, Hays, Travis, and Williamson.

§9.35 Eligibility Confirmation and Documentation Requirements

Eligibility must be confirmed before program entry and recertifications. Project Sponsors must obtain complete eligibility documentation from households applying for the program and the documents must be maintained in the household’s file. Project Sponsors must notify the household of their eligibility (eligible or ineligible) in writing. Eligibility for participation in the program shall be confirmed by obtaining:

1. **Proof of HIV seropositivity for at least one household member:** (*Documentation must predate the program entry date.*) There are a number of different ways to document HIV infection. Proof of HIV infection may be found in laboratory test results or other forms of documentation that bear the client’s name. Examples of acceptable forms of documentation are provided below. This is not a complete list.
 - a. Positive result from HIV screening test (Multi-Spot, HIV 1/2 Combo Ab/Ag Enzyme Immunoassay [EIA]);
 - b. Positive result from an HIV 1 RNA qualitative virologic test such as a HIV 1 Nucleic Acid Amplification Test (NHRAT);
 - c. Detectable quantity from an HIV 1 RNA quantitative virologic test (e.g., viral load

- test);
- d. Report of detectable HIV “viral load” that includes the name of the client.
 - e. A signed statement from a physician, physician’s assistant, advanced practice nurse, or registered nurse attesting to the HIV-positive status of the person.
 - f. A completed THMP Medical Certification Form signed by the physician; or
 - g. A hospital discharge summary documenting HIV infection of the client.
 - h. Client records from a client’s previous service provider may be used for the purpose of establishing the client’s eligibility for HIV/AIDS services if those records contain one of the forms of proof of an HIV or AIDS diagnosis listed above.

NOTE: HIV testing technology changes rapidly and standards for HIV confirmation continue to evolve. Project Sponsors must stay informed of advances as newer tests may also provide proof of HIV infection.

2. Proof of gross income for all household members 18 years of age and older

(The HOPWA Rental Assistance Guidebook outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions. Documentation must be complete and cover the 30 days preceding the program entry or recertification date.)

- a. Per 24 CFR §5.609, income includes, but is not limited to:
 - i. Gross wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
 - ii. Net income from operation of a business or from rental or real personal property
 - iii. Interest, dividends and other net income of any kind for real personal property
 - iv. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of period receipts except as provided in line 14 of Annual Income Exclusions
 - v. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay except as provided in line 3 of Annual Income Exclusions
 - vi. Temporary Assistance for Needy Families (TANF), including amounts designated for shelter and utilities
 - vii. Alimony, child support payments, and regular contributions from organizations or from persons not residing in the dwelling
 - viii. All regular pay, special pay and allowances of a member of the Armed Forces except as provided in line 7 of Annual Income Exclusions.

- b. Project Sponsors must use **Form C: Household Income Eligibility Worksheet** to document and annualize household gross income and determine household income eligibility for the program. Form C must be completed before program entry and annual recertification. Also, the form must be completed if there has been a change in circumstances related to program eligibility.

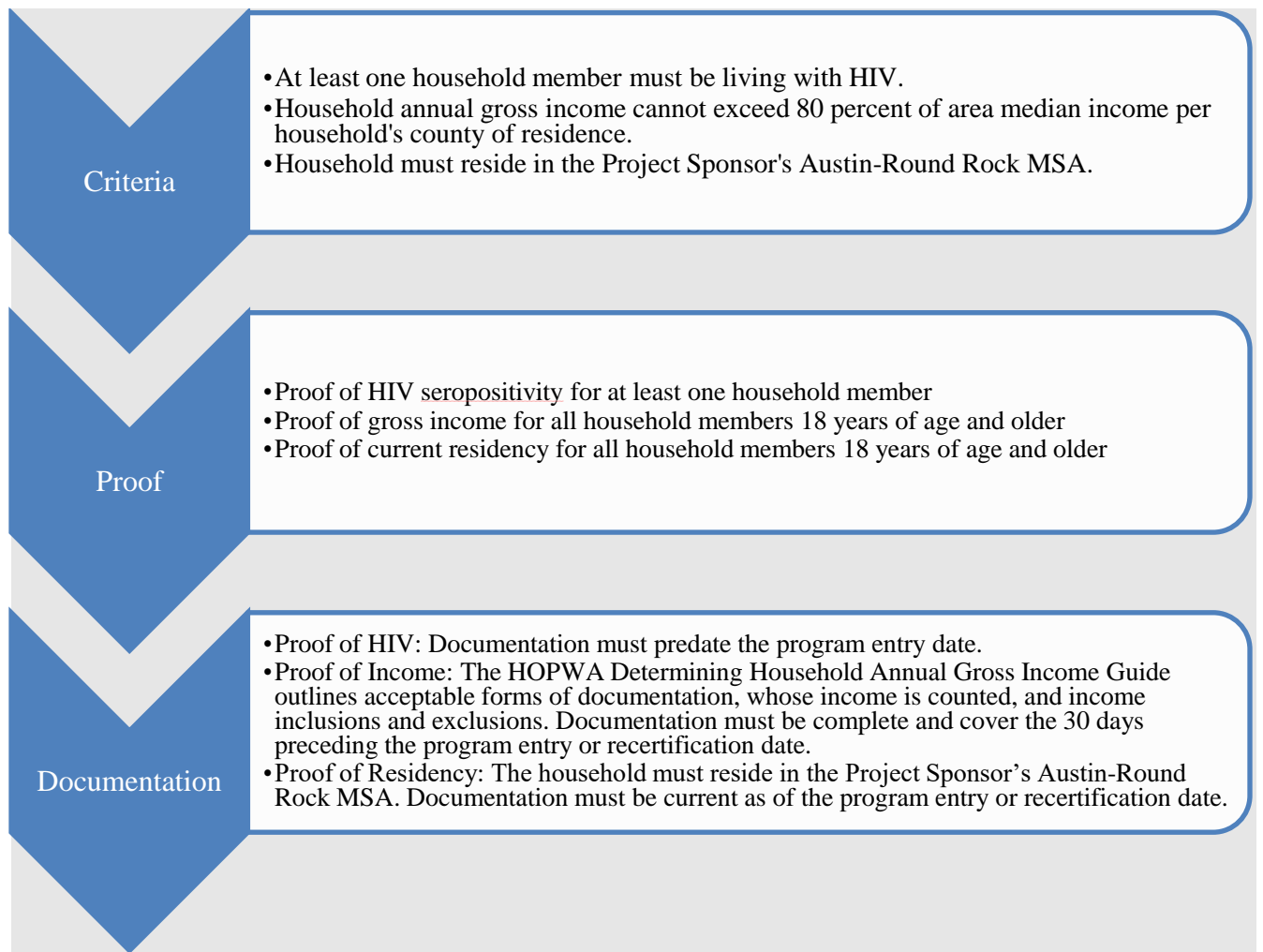
- c. If any household member 18 years of age and older reports that they have zero income or have attempted but cannot obtain third party proof of income, the household member must complete and sign **Form A: Self-Declaration of Income**.
- d. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

3. Proof of current residency for all household members 18 years of age and older

(The household must reside in the Austin Round Rock MSA. Documentation must be current as of the program entry or recertification date.)

- a. Documentation evidencing tenancy includes a lease naming the household member as the leaseholder or occupant. Documentation must include an address in the Austin Round Rock MSA.
- b. Documentation evidencing ownership of encumbered property includes a deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible person or a resident member of the household as the property owner/debtor; or, a valid, currently-dated title insurance policy identifying the eligible person or a resident member of the household as the property owner/debtor. Documentation must include an address in the Austin-Round Rock MSA.
- c. Documentation evidencing a utility account in a household member's name with a utility vendor. Documentation must include an address in the Austin Round Rock MSA.
- d. If any household member 18 years of age and older reports that they do not have a fixed address or have attempted but cannot obtain third party proof of current residency, the household member must complete and sign **Form B: Self-Declaration of Residency**.

NOTE: Form B is only used for program eligibility determination purposes. It cannot be used as a supporting document for housing assistance payments. Households must receive services in the Austin Round Rock MSA in which they reside per their proof of residency. However, APH may make exceptions on a case-by-case basis, if justified and with advance written approval from APH.



§9.36 Annual and Interim Recertification

1. **Annual Recertification:** Household program eligibility must be recertified annually (every 12 months) at minimum so that housing assistance and supportive services may continue. For annual recertification, households must provide proof of gross income and current residency per the Eligibility Confirmation and Documentation Requirements above. Also, all Program Entry and applicable Service forms must be completed again.
2. **Interim Recertification:** Household program eligibility must be recertified if the household has experienced a change in circumstances related to program eligibility. Project Sponsors must complete Form O: Interim Recertification Worksheet if the household has experienced a change in income, residency, and/or composition and will remain in the program. Form O provides additional instructions for documenting changes and notes which program forms must be updated. A change in household income, residency, or composition will likely affect other program eligibility criteria and rental assistance calculations. Project Sponsors must follow the instructions of Form O carefully to ensure proper documentation of all possible changes.

- a. Change in Household Income. The HOPWA Program defines a change in income as \$200.00 or more per month to align with HUD’s Occupancy Requirements of Subsidized Multifamily Housing Programs, (see Chapter Recertification, Unit Transfers, and Gross Rent Changes, Section Interim Recertification). Attach documentation of the change in income to Form O (documentation must be complete and cover the 30 days preceding the recertification date). If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Form I for TBRA or TSH households and Form C for all households.
- b. Change in Household Residency. Attach documentation of change in residency to Form O (documentation must be current as of the recertification date). If household is outside of the Austin Round Rock MSA, program services will end immediately, and household may seek services from the HOPWA provider in their new MSA. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms H and I for TBRA or TSH households and Forms C and G for all households.
- c. Change in Household Composition. Attach eligibility documents for all new household members 18 years of age and older to Form O. If the household does not include a household member living with HIV, the household is no longer eligible for the program unless the household qualifies for the Project Sponsor’s grace period. If household annual gross income exceeds 80 percent of AMI, the household is no longer eligible for the program. Complete and attach Forms C and E: Additional Beneficiaries data.

§9.37 Housing Assistance and Supportive Services

To qualify for any HOPWA Program services:

- a. The household must first meet program eligibility requirements (see Section 13: Program Eligibility).
- b. The household must express understanding of program goals, program eligibility, service requirements, and rights and responsibilities and consent to program enrollment by signing **Form D: HOPWA Program Agreement**.
- c. The household must provide **Form E: Demographic and Statistical Data** for all household members.
- d. The assisted unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards); and
- e. A Project Sponsor must obtain the owner’s IRS Form W-9 before a check is issued for rent under TBRA, STRMU, FBHA, or PHP.

§9.38 To receive TBRA services

1. The household must already be housed.
2. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.
3. At least one household member must be named on the current lease or utility bill; and
4. The current lease must include a **VAWA Lease Addendum**.

§9.39 To receive STRMU services

1. The household must already be housed.
2. The household must provide proof of a recent short-term emergency event that jeopardizes housing stability;
3. At least one household member must be named on the current lease, mortgage, or utility bill; and
4. The household can receive only 21 weeks of assistance in a 52-week period (local Caps may apply).

§9.40 To receive STSH services

1. The household must be homeless.
2. The household can receive only 60 days of facility-based assistance in a six-month period (local Caps may apply).

§9.41 To receive TSH services

1. The household must be homeless/at risk of homelessness.
2. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.
3. At least one household member must be named on the current lease or utility bill.
4. The current lease must include a **VAWA Lease Addendum**; and
5. The household can receive only 24 months of facility-based assistance (local Caps may apply).

§9.42 To receive PHP services

1. The household can be housed or homeless.
2. The household must locate housing; and
3. At least one household member must be named on **Form L: PHP Intent to Lease Worksheet** for initial move-in costs.

§9.43 To receive supportive services

1. The household can be housed or homeless.

§9.44 Tenant-Based Rental Assistance (TBRA) Services

1. **Purpose**

TBRA is a rental subsidy used to help households obtain or maintain permanent housing, including assistance for shared housing arrangements, in the private rental housing market until they are able to enroll in the HCV Program or other affordable housing programs. Under TBRA, the household selects a housing unit of their choice. If the household moves out of the unit, payments to the owner will end and the household can move with continued assistance to

another unit. In other words, TBRA is portable and moves with the household. TBRA households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

2. **Eligible Costs**

TBRA only pays current rental costs. In rare circumstances, TBRA can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that *could* be paid to both the owner (see Calculating Monthly Household and Project Sponsor Rent Payments) and to the utility vendor (see Utility Allowances and Reimbursements). In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

NOTE: See Appendix H.8: Rental Assistance Instructions for Shared Housing Arrangements.

3. **Ineligible Costs**

TBRA cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TBRA cannot pay costs that exceed the “maximum subsidy” (see Eligible Costs). TBRA cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for TBRA. HUD permits the use of local preference as a means of prioritizing benefits to those who are most needy. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must consult with the APH HOPWA Program to develop a local program policy.

5. **Housing Status**

Households must present evidence of tenancy in the private unassisted housing market. TBRA is designed to alleviate the rent burden of low-income households. As such, TBRA may not be used to assist mortgagers, homeless households, or households moving into a new housing arrangement.

- **Rent**

- To receive TBRA services, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. As

a general matter, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for TBRA services (see **Appendix H.9: Tenant Lease Provisions** for additional guidance about lease components).

- **Utilities**

- In the event a household receiving TBRA services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see Utility Allowances and Reimbursements). Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TBRA utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

6. **Occupancy Standards**

The intent of TBRA Occupancy Standards is to provide:

- a. The smallest number of bedrooms needed by a household without overcrowding and
- b. Guidelines for selecting an appropriate rent standard value for rent standard and rent reasonableness certifications (see Rent Standard and Rent Reasonableness).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- a. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- b. Size must be consistent with space requirements under the Housing Quality Standards (HQS).
- c. Size must be applied consistently for all households of like size and composition.
- d. A child who is temporarily away from the home because of placement in foster

- care is considered a member of the household in determining the size.
- e. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.
- f. Any live-in aide must be counted in determining the size.
- g. Two elderly or disabled household members may be given separate bedrooms.

In determining unit size for a particular household, Project Sponsors may grant exception to the standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. A household may occupy a unit larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for an appropriately sized unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, a Project Sponsor must use the rent standard for a one-bedroom unit when completing the rent standard and rent reasonableness certification.

The HOPWA Program uses the [Housing Choice Voucher Program Guidebook](#) to regulate allowable unit sizes for program participants (see Eligibility and Denial of Assistance, Determination of Unit Size Requirements).

TBRA Occupancy Standards: Permissible Unit Sizes		
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8
5	8	10

7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TBRA-assisted units cannot exceed the rent standard. The HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household’s county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities, or the “gross rent.” Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- a. Rent being requested by the landlord.
- b. Basic utilities included in the rent to the landlord; and
- c. Basic utilities to be paid separately in addition to the rent paid to the landlord.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable

unassisted units. Project Sponsors should take into account the location, size, type, age of the unit, and amenities and utilities provided by the owners.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete **Form H: Rent Standard and Rent Reasonableness Certification** for each proposed unit before TBRA services start and annual recertification. Also, the form must be completed if there has been a change in residency or rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TBRA services may not be provided. However, on a unit by unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the HRA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

NOTE: Project Sponsors must attach documentation of rent standard and rent reasonableness values used to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

NOTE: Before using an exception rent standard, Project Sponsors must obtain a copy of HUD's approval letter, the table, and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still active and the proposed unit is located in the exception area.

NOTE: See Appendix H.8: Rental Assistance Instructions for Shared Housing Arrangements.

NOTE: The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA services.

8. **Calculating Monthly Household and Project Sponsor Rent Payments**

TBRA pays the difference between the contractual rent to the owner and the household's calculated rent payment. Project Sponsors make rental assistance payments directly to property owners and, in rare circumstances, to utility vendors. Per 24 CFR §574.310(d), households receiving TBRA services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are

described in detail in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs. To accurately calculate the household's monthly rent payment to the owner and the Project Sponsor's monthly rent assistance payment to the owner, Project Sponsors must complete **Form I: Rental Assistance Worksheet** before TBRA services start and annual recertification. Also, the form must be completed if there has been a change in circumstances related to program eligibility or rent. Form I includes two Earned Income Disregard Tabs (see Appendix H.5: Earned Income Disregard). The **Determining Household Annual Adjusted Income Guide** outlines acceptable forms of deduction verification and deduction calculation guidance. The Project Sponsor's monthly payments to the owner and to the utility vendor depend on the contractual rent to the owner and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below). Per 24 CFR §574.320(a)(1), the "Maximum Subsidy" is the monthly amount of TBRA funds that *could* be paid to both an owner and a utility vendor. The Maximum Subsidy is calculated by:

(A) Rent Standard **OR** (B) Reasonable Rent

The household's rent payment to the owner

Maximum Subsidy

Identify a dollar value for each and pick the lower

Calculated on the Rental Assistance Worksheet

Monthly assistance cannot exceed this amount

9. **Utility Allowances and Reimbursements**

Households receiving TBRA services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the owner. Allowances are prorated in shared housing arrangements. The sum of the household's monthly rent payment to the owner, the Project Sponsor's monthly rent payment to the owner, and the Project Sponsor's monthly utility reimbursement payment to the utility vendor cannot exceed the lower of the rent standard or reasonable rent for the proposed unit. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. In the event a household's utility allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor. Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). Project sponsors cannot keep any portion of the reimbursement for their own use. Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

10. **TBRA Outcome Measures**

To measure the effectiveness of TBRA services, Project Sponsors must record household destination outcomes on **Form P: Service Outcome Assessment and Program Exit Worksheet**. Outcome categories include:

Household Destination	Outcome
Continued to the next year	<i>Stable/Permanent Housing</i>
Private housing	
Other HOPWA	
Other subsidy Institution	
Temporary housing	<i>Temporarily Stable/Reduced Risk</i>
Emergency shelter/Streets Jail/Prison Disconnected/Unknown	<i>Unstable Arrangements</i>
Death	<i>Life Event</i>

§9.45 Short-Term Rent, Mortgage, and Utility (STRMU) Services

1. Purpose

STRMU provides short-term, stabilizing interventions to households experiencing a financial crisis as a result of their HIV health condition or a change in their economic circumstances. STRMU is designed to prevent households from becoming homeless by helping them remain in their own dwellings, and when utilized together with other efforts, including access to health care services, case management, benefits counseling, and employment or vocational services, works to stabilize assisted households.

HUD and APH seek to foster long-term solutions to housing instability for households receiving time-limited housing assistance. Stand-alone STRMU payments are likely to create only a temporary solution for an unstable living arrangement unless connected to a long-term housing stabilization plan. Project Sponsors are encouraged to coordinate related housing efforts to assess the on-going housing needs of these households and provide access to other permanent housing options for HOPWA-eligible persons and their households as appropriate.

Individual housing and services plans include an assessment of the household's current resources and establishment of longer-term goals for the assisted household. When appropriate, these goals should involve efforts to restore self-sufficiency, develop job skills necessary for gainful employment, access public benefits, and/or enhance educational attainment, vocational rehabilitation, or life skills needed for future independence from housing support. Individual housing and services plans also serve as documentation that grantees and project sponsors have met the requirement for on-going assessments of housing assistance and supportive services, as required under 24 CFR §574.500.

2. Eligible Costs

STRMU pays rental, mortgage, and utility debts and dues. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the rent or mortgage payment. However, if they are able,

households should pay a portion of their housing costs as any portion paid by the household does not count against the 21-week STRMU benefit ceiling.

3. **Ineligible Costs**

STRMU cannot be provided to households receiving rental assistance for the same period from HOPWA or another federal, state, or local housing assistance program. For example, STRMU cannot pay the portion of rent that a household is responsible for if they are enrolled in the Housing Choice Voucher Program or receiving another type of rental assistance.

STRMU is established in statute to prevent a household from becoming homeless and, therefore, can only be used to prevent eviction from or the loss of a housing unit that is occupied by qualified persons. Accordingly, STRMU can only be used to assist someone currently in housing as an intervention to prevent homelessness. STRMU assistance cannot be provided to a household that is homeless. STRMU may not be provided to assist households in moving into a new housing arrangement. STRMU may not be used for moving assistance, security and utility deposits, or first month's rent.

In addition, STRMU mortgage assistance may not be used for the following activities: Support for an open line of credit or loan that was secured by the house; taxes and insurance paid separately after the first or second mortgage is paid in full; assistance for payment towards personal loans or credit debts secured against the unit; assistance for a second mortgage when the first mortgage payments are not current; or down-payment assistance to support purchase of new unit.

Furthermore, the costs of household supplies, furnishings, automobile/transportation repairs, and basic phone services are not eligible under STRMU.

NOTE: Households cannot receive TBRA, STRMU, or FBHA services at the same time (i.e., TBRA, STRMU, and FBHA service periods may not overlap).

4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for STRMU. HUD permits the use of local preference as a means of prioritizing benefits to those who are most needy. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor wants to establish additional restrictions, they must consult with the APH HOPWA Program.

5. **Housing Status**

Households must present evidence of residing in housing where they are either a tenant or mortgagor. STRMU is designed to help renters and homeowners remain in their current residence. As such, STRMU may not be provided to assist homeless households or households moving into new housing arrangements.

a. **Rent**

- i. To receive STRMU rental assistance, households must have a legal right to reside in the private unassisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible individual as the leaseholder or occupant. As a general matter, if the eligible individual is not named on a valid lease

either as a tenant or an occupant, the individual has no legal right to reside in the unit and is therefore unqualified for STRMU rental assistance. The following documents can also be used, but they are not preferred forms of documentation:

- Documentation that the individual has been responsible for rental payments (e.g., rental receipts, a cancelled check, or a copy of a money order from the tenant to the landlord would satisfy this condition).
- A late payment notice or any other written communication from the landlord to the tenant that provides evidence of tenancy would also be satisfactory.
- If not named on the lease, any written documentation from the landlord that the individual is a legal resident of the property.

b. Mortgage

- i. To receive STRMU mortgage assistance, households must demonstrate that they are the resident owner of mortgaged real property. Satisfactory evidence of ownership of encumbered property includes: A deed accompanied by a mortgage or a deed of trust; a mortgage or deed of trust default/late payment notice which identifies the eligible individual or other household member as the property owner/debtor; or a valid, currently-dated title insurance policy identifying the eligible individual or other household member as the property owner/debtor. Project Sponsors should complete a careful assessment and an individual housing and services plan to determine that a household is able to maintain payments on mortgages after the period of assistance ends.
- ii. STRMU mortgage assistance may include costs for property taxes, insurance, and condo fees in some situations. Most homeowners are required to pay property taxes, mortgage insurance premiums, and/or fire and hazard insurance premiums as part of their monthly mortgage payment. For example, the Federal Housing Administration (FHA) requires that a homeowner's monthly payment include property taxes, special assessments (if applicable), flood insurance (if applicable), and fire or other hazard insurance premiums in addition to principal and interest (see 24 CFR §203.22 - §203.24). These additional charges are held in escrow for payment by the lender on behalf of the homeowner. Other forms of financing allow a mortgagor to pay for taxes, insurance, and condo fees separately. For STRMU, to the extent that taxes, insurance, condominium fees, or other building operation costs are included in the monthly mortgage payment either by federal regulation or the terms of the mortgage, these expenses may be included in STRMU mortgage assistance payments. STRMU mortgage assistance for taxes, insurance, or condo fees that are not included on the monthly mortgage statement may not be paid. Other forms of assistance, such as homeownership programs, may provide alternative forms of support for costs not included on the mortgage payment statement.
- iii. STRMU mortgage assistance may include costs related to second

mortgages. As a general matter, a second mortgage represents a lien on real property. Defaults on mortgages (e.g., nonpayment of loan(s), lapsed insurance, unpaid property taxes, among others) may lead homeowners to foreclosure and eviction. STRMU provides short-term mortgage payments regardless of priority (i.e., the first or second mortgages) to eliminate the threat of homelessness for an adequately housed eligible person.

c. Utilities

- i. To receive STRMU utility assistance, a household must present evidence of residing in the private unassisted unit legally and a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit, or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving STRMU utility assistance based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for utility payments.

6. Evidence of Need

STRMU is needs-based and intended to benefit HOPWA-eligible households that are experiencing a financial crisis arising from their HIV health condition or a change in economic circumstances. To qualify for STRMU, households must provide proof of a recent short-term emergency situation that jeopardizes housing stability. Additionally, households must demonstrate that they do not have the resources to meet their rent, mortgage, or utility costs and that they would be at risk of homelessness in the absence of STRMU. When a household is unable to make payments for monthly housing costs, STRMU may be used for costs that cannot be paid or reimbursed by other available resources. Project Sponsors must assess that the household's needs are for actual costs, that other resources such as household income are not reasonably available to pay the housing costs, and that STRMU will alleviate the payment delinquency so as to avoid homelessness and result in, at least, temporary stability for that household. Project Sponsors should also ensure that the household's on-going housing needs are assessed in connection with the development of an individual housing and services plan for the household.

Project Sponsors should establish a reasonable basis to quantify and verify the need for STRMU services. Also, Project Sponsors should be able to describe the unforeseen emergency and explain how it prevents or will prevent the household from paying housing costs. A household budget review of these costs and assessment of inability to meet such costs should be completed by a housing case manager and documented in the household's file. Examples include, but are not limited to:

- a. A record of actual monthly bills for recurring costs, and evidence of the limited nature of household income along with limited available financial resources (i.e.,

balance on bank accounts).

- b. A Housing Case Manager's assessment of "need" which includes a variety of elements such as current, previous, and future month's financial situation, employment and benefits status, and HIV health-related conditions.

STRMU: Examples of Need

Acceptable:

- a. Household experiences a sudden loss of income due to changes in health
- b. Household has lost employment
- c. Household loses a source of income when household composition changes
- d. Household faces extraordinary and unexpected out of pocket health care costs

Unacceptable:

- Credit card debt for expenditures of a personal nature such as vacations, holiday gifts, home furnishings, personal grooming, pets etc.
- Automobile repairs or payments (unless essential for regular employment or full-time education, and where public transportation is inadequate)
- Payment of child support or alimony
- Payment of telephone, cell phone, or internet bill
- Payment of tickets, fines, or restitution
- Payment of personal loans or other financial obligations, other than rent, mortgage, or utilities

NOTE: This is a non-exhaustive list.

Documentation in the form of a default/late payment notice is not required to demonstrate housing need. A late payment notice is only one of the methods that can be used to evidence a household's need for STRMU. Other ways to verify need and amounts owed include documentation of utility, mortgage or rent payments due and/or calls to the utility company, landlord, or mortgage company prior to a late payment notice being issued, which could potentially help avoid added late fees as additional costs.

NOTE: Each request for STRMU assistance must be justified.

7. STRMU Caps

Project Sponsors may choose to implement Annual STRMU or Alternate Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The Annual STRMU Cap is defined as a specific dollar limit and the Alternate Time Cap is defined as a specific number of days. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes an alternative cap, it must be approved by the HRA and comply with the established STRMU Cap formula (no less than one month of the rent standard for the unit size per the household's county of residence and no more than the Project Sponsor's budgeted STRMU funds per household per year). If a Project Sponsor establishes an Annual STRMU or Alternate Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap. Project Sponsors must collaborate with other Project Sponsors in the Austin-Round Rock MSA to ensure clients adhere to the 147- day max per year of STRMU assistance.

8. STRMU 52-Week Period

Per 24 CFR §574.330(a)(1), STRMU payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided for costs accruing over a period of more than 147 days in any 52-week period. STRMU providers are, therefore, required to examine the periods

of time covered by rent, mortgage, and utility costs to assure that assistance is not provided in excess of the eligible STRMU period.

The HOPWA Program defines the 52-week period as being household-specific. Project Sponsors must use **Form K1: STRMU Tracking Worksheet** to comply with this definition. Form K1 establishes a unique eligible STRMU period for each household based on the time period paid by the STRMU assistance. Using this method, the eligible STRMU period begins on the date that the STRMU assistance is first provided. The eligible STRMU period for a household would end 52 weeks after the first STRMU benefit started accruing. At the end of this 52-week period, the next eligible STRMU period would begin for that household. For example, the eligible STRMU period for a household that receives STRMU rent assistance for the full amount of April rent would begin on April 1 and end on March 31 of the following year. If that same household also had a utility bill in arrears for a period of time prior to April 1, the eligible STRMU period would begin on the earliest date that the assistance covers.

9. **STRMU 147-Day Tracking**

The HOPWA Program uses the 147-Day Methodology. This method is based on counting the actual days for which housing and/or utility payments are made on behalf of the STRMU-assisted household. The limit of 21 weeks is counted as 147 days of assistance in the 52-week period. Project Sponsors must use **Form K1: STRMU Tracking Worksheet** to comply with this methodology. STRMU may not be provided for costs accrued in excess of 147 days. If a Project Sponsor establishes an Annual STRMU or Alternate Time Cap, the total STRMU assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 147-day period. The 147-day limit *always* supersedes an established Cap.

- **Example 1**
 - If a Project Sponsor paid a total utility bill and the service period was for the month of April, the Project Sponsor would count this as 30 days of assistance.
- **Example 2**
 - If a Project Sponsor paid a portion of the utility bill, the days would be counted based on the amount that was paid by STRMU. For example, the total bill for April (30 days) is \$148.00 and the Project Sponsor pays \$100 of utility assistance. To calculate the days of assistance, divide \$148.00 by 30 days, which equals \$4.93 per day. Then, divide the \$100 payment by \$4.93 per day, which equals 20.3 days. With rounding, this utility assistance counts as 21 days.

NOTE: Utility service periods (service start and end dates) usually span two different months. On Form K1, Project Sponsors must enter utility bills in the month the service period started and enter the full amount due for that service period in the respective month. Also, they must enter the service period start and end dates in the respective columns. For debts, Project Sponsors must obtain a ledger from the owner/utility vendor to correctly attribute debts to the correct months. Project Sponsors should not split utility service periods between two months. Form K1 deduplicates the number of days assisted.

10. **Amount of Assistance**

Although STRMU does not require the household to pay a portion of their housing costs, assistance must not be used to relieve the household’s responsibility to make housing payments in the absence of inability to pay. If a household can pay some of their rent, mortgage, and/or utility costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STRMU assistance to the difference between the amounts due and the amount the household can pay. Project Sponsors should document any payments or contributions made by a household towards their rent, mortgage, and/or utility costs. This ensures that the full amount due is paid and avoids partial payments that may lead to evictions or utility cut-offs.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$200.00 of their \$800.00 April (30 days) rent; the Project Sponsor will pay the remaining \$600.00. For tracking purposes, the number of days used would be only for the part of the monthly housing costs assisted by STRMU. In this example, 23 days would count towards the household’s 147-day period. In this example, the household’s rent payment of \$200.00 will decrease the amount of time that counts towards the 147-day period. If the household needed further assistance in the same 52-week period, that household would have more time remaining in its 147-day period than if the household had not made previous contributions towards the rent.

11. STRMU Outcome Measures

To measure the effectiveness of STRMU services, Project Sponsors must record household status outcomes on **Form P: Service Outcome Assessment and Program Exit Worksheet**.

Outcome categories include:

Household Status	Outcome
Maintained private housing without subsidy <i>(Client received assistance and is stable, unlikely to seek additional support)</i>	<i>Stable/Permanent Housing</i>
Other private housing without subsidy <i>(Client found new housing and is stable, unlikely to seek additional support)</i>	
Other HOPWA housing assistance (Permanent Housing)	
Other housing assistance (Permanent Housing)	
Institution <i>(e.g., residential and long-term care)</i>	
Likely that additional STRMU is needed to maintain current housing	<i>Temporarily Stable</i>
Transitional facilities/short-term <i>(e.g., temporary or transitional with formal arrangement)</i>	<i>Reduced Risk of Homelessness</i>
Temporary/non-permanent housing <i>(Client ended lease; moved in with someone; will live there 90 days or less)</i>	
Emergency shelter/Street	<i>Unstable Arrangements</i>
Jail/Prison	
Disconnected/Unknown	
Death	<i>Life Event</i>

Additionally, Project Sponsors must report a household’s STRMU history. These include (i) Household received STRMU services this operating year and the prior operating year (two consecutive years); and (ii) Household received STRMU services this operating year and the two prior operating years (three consecutive years).

§9.46 Facility-Based Housing Assistance (FBHA) Services

FBHA encompasses all expenditures for or associated with supportive housing facilities including community residences, single-room occupancy (SRO) dwellings, short-term facilities, project-based rental assistance units, master leased units, and other housing facilities approved by HUD. Generally, FBHA is separated into three supportive housing categories for populations with special needs:

- Short-Term Supportive Housing (STSH);
- Transitional Supportive Housing (TSH); and
- Permanent Supportive Housing (PSH).

PSH facilities provide for continued residency as established by a lease or occupancy agreement and enable households to live as independently as possible. Unlike PSH facilities, STSH and TSH facilities are term- or service- limited. STSH facilities provide temporary shelters to households that are homeless as a bridge to permanent housing. TSH facilities allow households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing.

The AIDS Housing Opportunity Act provides resources and incentives for supportive housing facilities as an alternative to skilled nursing facilities or other such institutional settings. Households receiving FBHA services ought to need some level of supportive services to maintain stability and receive appropriate levels of care. Project Sponsors that wish to provide FBHA should consider their expertise in program and property management and capacity to deliver complex supportive housing services.

HOPWA Program							
Facility-Based Housing Assistance (FBHA)							
Short-Term Supportive Housing (STSH)				Transitional Supportive Housing (TSH)			
Single-Site		Scattered-Site		Single-Site		Scattered-Site	
Owned	Leased	Owned	Leased	Owned	Leased	Owned	Leased
Operating Costs	Leasing Costs	Operating Costs	Leasing Costs	PBRA	Master Leasing	PBRA	Master Leasing

1. FBHA Outcome Measures

To measure the effectiveness of FBHA services (STSH, PSH, and TSH), Project Sponsors must record household destination outcomes on **Form P: Service Outcome Assessment and Program Exit Worksheet**. Outcome categories include:

Household Destination	Outcome
Continued to the next year	<i>Stable/Permanent Housing</i>
Private housing	
Other HOPWA	
Other subsidy	
Institution	<i>Temporarily Stable/Reduced Risk</i>
Temporary housing	
Emergency shelter/Streets	<i>Unstable Arrangements</i>
Jail/Prison	
Disconnected/Unknown	
Death	<i>Life Event</i>

Additionally, Project Sponsors must report the number of households whose TSH tenure exceeded 24 cumulative months (with advance written approval from APH/HRA).

§9.47 Short-Term Supportive Housing (STSH) Services

1. Purpose

STSH provides temporary shelters to households that are homeless as a bridge to permanent housing. Households that are homeless are more likely to experience positive long-term housing stability when short-term assistance connects them to long-term assistance. STSH allows households an opportunity to develop individualized housing plans that guide their linkage to permanent housing. In providing STSH, Project Sponsors should work with households to create housing plans that address both short-term and long-term needs.

Per 24 CFR §574.330(c), Project Sponsors must, to the maximum extent practicable, provide each household receiving STSH services an opportunity for placement in permanent housing or housing appropriate to their assessed needs. Project Sponsors should initiate assessments of each households' supportive housing needs, begin development of an individualized housing and service plan, and consider the use of PHP and rental assistance or other affordable housing programs as needed to promote stable housing results. HUD and the HRA recognize that STSH services may not always lead directly to long-term housing stability and that service outcomes may not easily fit into simple categories. While households may not achieve full housing stability and independence from future short-term assistance, STSH services may temporarily mitigate the effects of homelessness or reduce households' risk for near-term homelessness.

2. Eligible Costs

STSH pays necessary minimum costs for temporary shelters, including post-incarceration re-entry facilities, recovery, or respite facilities, sober or detoxification facilities, and other non-traditional housing arrangements on a nightly and/or bed-rate basis. Alternatively, STSH also pays for the necessary minimum costs of hotel or motel stays if no appropriate temporary shelter is available and a household has identified subsequent rental housing, but it is not

immediately available for move-in. In this context, necessary minimum costs are limited to those that must be paid for a household to access and occupy a temporary shelter. Unlike TBRA and TSH services, the amount of assistance provided is not limited to the lower of the rent standard or reasonable rent for the unit and households are not required to pay a portion of their income toward the use of the facility. However, if they are able, households may pay a portion of their necessary minimum costs as any portion paid by the household does not count against the 60-night STSH benefit ceiling. STSH pays operating or leasing costs, including payments to independent temporary shelter vendors.

a. Operating Costs

- i. If a Project Sponsor owns single-site or scattered-site facilities and will provide STSH services to households, STSH pays facility operating costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Operating costs include maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, other incidental costs, and salary for staff costs directly related to the facility. Maintenance costs are limited to protective or preventative measures to keep a facility, its systems, and its grounds in working order; or repair or replacement of appliances or objects that are not fixtures or part of the building.

b. Leasing Costs

- i. If a Project Sponsor leases single-site or scattered-site facilities from an owner and will provide STSH services to households, STSH pays facility leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through an occupancy agreement. Project Sponsors may, but are not required to, charge the household an occupancy charge and collect any household payments (program income). Project Sponsors may not use leasing funds for facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception.

NOTE: STSH payments to independent temporary shelter vendors (i.e., payments to facilities a Project Sponsor does not own or lease) are considered leasing costs.

3. **Ineligible Costs**

STSH is not intended to provide long-term or continuous assistance in temporary shelters as there are other housing assistance programs intended to meet temporary or emergency shelter needs. STSH cannot pay rental, mortgage, or utility debts and dues. STSH cannot pay late or reconnect fees. STSH cannot pay initial move-in costs to establish permanent residence in which continued occupancy is expected, although initial move-in costs can be paid using PHP

services. STSH cannot pay for any cost that would be unnecessary for a household to access and occupy a temporary shelter (e.g., hotel room service).

4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for STSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are most needy. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the HRA to develop a local program policy. The HRA must consult with DSHS and DSHS must consult with HUD before the policy is approved. For example, a Project Sponsor could restrict STSH services to households experiencing specific types of emergencies or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. **Housing Status**

Households must be [homeless](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, a household member 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. STSH is designed to provide temporary shelters to households that are homeless as a bridge to permanent housing. As such, STSH may not be provided to assist households that are already housed.

6. **Facility Requirements**

Per 24 CFR §574.330(b)(1), STSH facilities may not provide shelter or housing at any single time for more than 50 households.

7. **STSH Caps**

Project Sponsors may choose to implement six-month STSH or Alternate Time Caps as needed based on availability of HOPWA funds, clients' needs, and waitlists. The six-month STSH Cap is defined as a specific dollar limit and the Alternate Time Cap is defined as a specific number of nights. Project Sponsors must collaborate with the HRA to develop a STSH Cap policy. Project Sponsors must apply the Cap in a uniform, consistent, and non-discriminatory manner. If a Project Sponsor establishes a six-month STSH Cap or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

8. **STSH Six-Month Period**

Per 24 CFR §574.330(a)(1), STSH may not provide residence to any household for more than 60 days during any six month period (i.e., temporary shelter payments may not be provided for costs accruing over a period of more than 60 nights in any six-month period). STSH providers are, therefore, required to examine the periods of time covered by temporary shelter costs to assure that assistance is not provided in excess of the eligible STSH period.

The HOPWA Program defines the six-month period as being household specific. Project Sponsors must use **Form K2: STSH Tracking Worksheet** to comply with this definition. Form K2 establishes a unique eligible STSH period for each household based on the period paid by the STSH assistance. Using this method, the eligible STSH period begins on the date that the STSH assistance is first provided. The eligible STSH period for a household would end

six months after the first STSH benefit started accruing. At the end of this six-month period, the next eligible STSH period would begin for that household. For example, the eligible STSH period for a household that received STSH assistance for the full cost of a stay that began on November 9 would begin on November 9 and end on May 8.

9. **STSH 60-Night Tracking**

The HOPWA Program uses a 60-Night Check-In/Check-Out Methodology. This method is based on counting the actual nights for which temporary shelter payments are made on behalf of the STSH-assisted household. Project Sponsors must use **Form K2: STSH Tracking Worksheet** to comply with this methodology. STSH may not be provided for costs accrued in excess of 60 nights. If a Project Sponsor establishes a six-month STSH or Alternate Time Cap, the total STSH assistance provided to a household cannot exceed the Cap. If a household reaches a Cap, the assistance is attributable to the entire 60-night period. The 60-night limit *always* supersedes an established Cap.

- Example 1
 - If a Project Sponsor paid for the total cost of a motel stay and the check-in/check-out dates ranged from September 3 to October 14, the Project Sponsor would count this as 41 nights of assistance.
- Example 2
 - If a Project Sponsor paid for a portion of the total cost of a motel stay, the nights would be counted based on the amount that was paid by STSH. For example, the total cost of a motel stay (41 nights) is \$2,583.65 and the Project Sponsor pays \$1,975.00 of STSH assistance. To calculate the nights of assistance, divide \$2,583.65 by 41 nights, which equals \$63.01 per night. Then, divide the \$1,975.00 payment by \$63.01 per night, which equals 31.3 nights. With rounding, this temporary shelter assistance counts as 32 nights.

NOTE: Project Sponsors are not required to calculate temporary shelter payments for and/or assess charges to households receiving STSH services.

10. **Amount of Assistance**

STSH does not require households to pay a portion of their temporary shelter costs. If a household can pay some of their temporary shelter costs, Project Sponsors may negotiate an appropriate household contribution amount. Such determinations limit STSH assistance to the difference between the cost of temporary shelter and the amount the household can pay. Project Sponsors should document any payments or contributions made by a household towards their temporary shelter costs. This ensures that the total cost is paid and maintains the household's good standing with the Project Sponsor or independent temporary shelter vendor.

For example, through an assessment process, a Project Sponsor might determine that a household will be able to pay \$90.00 of their \$511.68 motel stay (7 nights); the Project Sponsor will pay the remaining \$421.68. For tracking purposes, the number of nights used would be only for the part of the temporary shelter cost assisted by STSH. In this example, 6 nights would count towards the household's 60-night period. In this example, the household's

payment of \$90.00 will decrease the amount of time that counts towards the 60-night period. If the household needed further assistance in the same six-month period, that household would have more time remaining in its 60-night period than if the household had not made previous contributions towards the temporary shelter cost.

§9.48 Transitional Supportive Housing (TSH) Services

1. Purpose

TSH provides up to 24 cumulative months of facility-based rental assistance to households that are homeless or at risk of homelessness, including assistance for shared housing arrangements. TSH allows households an opportunity to prepare for permanent housing and develop individualized housing plans that guide their linkage to permanent housing. TSH affords interim service-enriched residential settings to households until they transition to TBRA services or enroll in the HCV Program or other affordable housing programs. Unlike TBRA, the rental assistance subsidy is attached to a specific facility-based unit and is not otherwise portable or transferrable. TSH households that fail to apply for the HCV Program and other affordable housing programs, renew applications as required, and/or accept assistance as offered may be terminated from the program (see Linkage with the Housing Choice Voucher Program and Other Affordable Housing Programs).

NOTE: HRA may make exceptions to the 24-month cap on a case-by-case basis, if justified and with advance written approval from HRA.

2. Eligible Costs

TSH only pays current rental costs. In rare circumstances, TSH can pay current utilities in the form of a utility reimbursement paid directly to a utility vendor. Per 24 CFR §574.320(a)(1), the “maximum subsidy” is the monthly amount that *could* be collected by the Project Sponsor (see Calculating Monthly Household and Project Sponsor Rent Payments below) and paid to the utility vendor (see Utility Allowances and Reimbursements below). In shared housing arrangements where two or more unrelated households live together and divide rental costs, Project Sponsors must prorate rental assistance for the portion of the unit occupied by the enrolled household. Per 24 CFR §574.320(b), the rent charged must relate to the size of the private space for that household in comparison to other private space in the shared unit, excluding common space. An assisted household may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements is voluntary.

NOTE: See Appendix H.8: Rental Assistance Instructions for Shared Housing Arrangements.

a. Project-Based Rental Assistance

- i. If a Project Sponsor owns single-site or scattered-site facilities and will provide TSH services to households, TSH pays project-based rental assistance (PBRA) costs. Project Sponsors may own individual units or all or part of structures. The Project Sponsor provides residence to a household through a lease and collects monthly household rent payments (program income) and rental assistance subsidies. If a Project Sponsor collects PBRA subsidies, it cannot bill for facility operating costs.

b. Master Leasing

- i. If a Project Sponsor leases single-site or scattered-site facilities from an owner and will provide TSH services to households, TSH pays master-leasing costs. Project Sponsors may lease individual units or all or part of structures. In this arrangement, the Project Sponsor is the tenant and pays the total monthly rent for the facility. The Project Sponsor provides residence to a household through a sublease and collects monthly household rent payments (program income) and rental assistance subsidies. Project Sponsors may not master lease facilities owned by the Project Sponsor, their parent organization(s), any other related organization(s), or organizations that are members of a partnership where the partnership owns the structure without a HUD-authorized exception. If a Project Sponsor collects master-leasing subsidies, it cannot bill for facility leasing costs.

3. **Ineligible Costs**

TSH cannot pay rental or utility debts, late or reconnect fees, or mortgages. Per 24 CFR §574.320(a)(1), TSH cannot pay costs that exceed the “maximum subsidy” (see Eligible Costs above). TSH cannot pay initial move-in costs (e.g., application and administrative fees, security and utility deposits, etc.). However, initial move-in costs can be paid using PHP services.

NOTE: Households cannot receive TSH and STRMU or TBRA services at the same time (i.e., TSH and STRMU or TBRA service periods may not overlap).

4. **Establishing Additional Service Restrictions**

Project Sponsors may establish additional service restrictions for TSH. HUD permits the use of local preference as a means of prioritizing benefits to those who are most needy. "Local Preferences" must be approved through HUD's Office of Fair Housing and Equal Opportunity (FHEO) to ensure that such practices do not discriminate or inadvertently exclude any persons either by design or omission. If a Project Sponsor establishes additional restrictions, they must collaborate with the HRA to develop a local program policy. The HRA must consult with HUD local field office before the policy is approved. For example, a Project Sponsor could restrict TSH services to households at or below 30 percent of area median income per the household's county of residence. Or a Project Sponsor could establish a more restrictive cap on the number of months a household can receive TSH services. Or a Project Sponsor could restrict TSH services to waitlisted households or households in which a member is unemployed, being discharged from a hospital, a person with special needs, or presenting with some other specific situation.

5. **Housing Status**

Households must be [homeless](#) or [at risk of homelessness](#) as defined by HUD. If a household informs a Project Sponsor they are homeless, a household member 18 years of age or older must complete and sign **Form B: Self-Declaration of Residency** and select their homeless category. Households must present evidence of tenancy in a TSH-assisted unit.

a. Rent

- i. To receive TSH services, households must have a legal right to reside in the TSH-assisted unit and prove responsibility for paying the rent. Satisfactory evidence of tenancy includes a lease naming the eligible

individual as the leaseholder or occupant. As a general matter, if the eligible individual is not named on a valid lease either as a tenant or an occupant, the individual has no legal right to reside in the TSH-assisted unit and is therefore unqualified for TSH services.

b. Utilities

- i. In the event a household receiving TSH services qualifies for a utility reimbursement, the difference must be paid to the utility vendor (see Utility Allowances and Reimbursements below). Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). To receive a utility reimbursement, a household member must have an account in their name with a utility company. Individuals who have prior criminal histories, poor credit or lack of rental history often do not have utility accounts in their name; however, they may be responsible for paying these housing expenses. Such households must demonstrate proof of responsibility to make such payments by documenting a history of making payments and should not be excluded from receiving TSH utility reimbursements based on the utility account not being in their name. For example, if a household's utility account is in someone else's name, a Project Sponsor could request a copy of the account holder's photo identification and a signed statement from the account holder confirming that the household is responsible for the utility payments.

6. **Occupancy Standards**

The intent of TSH Occupancy Standards is to provide:

- a. The smallest number of bedrooms needed by a household without overcrowding and
- b. Guidelines for selecting an appropriate rent standard value for rent standard and rent reasonableness certifications (see Rent Standard and Rent Reasonableness below).

To be counted as a bedroom, the room must meet all Housing Quality Standards (see Housing Quality Standards) and provide a private area where household members may sleep. If the only method to enter one area is to pass through another room, then the space may be counted as a living/sleeping area but will not be counted as a bedroom. The living room may be counted as a living/sleeping area, but not a bedroom. Kitchens and bathrooms may not be counted as living/sleeping areas or bedrooms. Project Sponsors must determine the appropriate number of bedrooms needed by a household based on household composition. The following requirements apply when determining the appropriate unit size:

- a. Size must provide the smallest number of bedrooms needed for all members without overcrowding.
- b. Size must be consistent with space requirements under the Housing Quality Standards (HQS).
- c. Size must be applied consistently for all households of like size and composition.
- d. A child who is temporarily away from the home because of placement in foster care is considered a member of the household in determining the size.
- e. A pregnant woman must be treated as two people in determining the size and small children (less than 2 years of age) may share a one-bedroom with a single parent.

- f. Any live-in aide must be counted in determining the size.
- g. Two elderly or disabled household members may be given separate bedrooms.

In determining unit size for a particular household, Project Sponsors may grant exception to the standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household’s file. A household may occupy a unit larger than specified by the Occupancy Standards, but in such instances, Project Sponsors must use the rent standard for an appropriately sized unit. For example, if a household qualifies for a one-bedroom unit, but occupies a two-bedroom unit, a Project Sponsor must use the rent standard for a one-bedroom unit when completing the rent standard and rent reasonableness certification.

The HOPWA Program uses the [Housing Choice Voucher Program Guidebook](#) to regulate allowable unit sizes for program participants (Eligibility and Denial of Assistance, Determination of Unit Size Requirements).

TSH Occupancy Standards: Permissible Unit Sizes		
Bedrooms	Minimum Number of Household Members	Maximum Number of Household Members
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8
5	8	10

7. Rent Standard and Rent Reasonableness

Per 24 CFR §574.320(a), the gross rent of TSH-assisted units cannot exceed the rent standard. The HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household’s county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may refer to Appendix H.12 for more information on housing authorities outside of the Austin-Round Rock MSA. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities, or the “gross rent.” Utilities include electricity, fuel (e.g., natural gas, oil), water, sewer, and trash removal. Telephone, internet, and cable are not included. When determining whether a proposed unit is within the rent standard, Project Sponsors need to know the amount of several costs, including:

- Rent being requested by the landlord.
- Basic utilities included in the rent to the landlord; and
- Basic utilities to be paid separately in addition to the rent paid to the landlord.

The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the Project Sponsor for

comparable unassisted units. Project Sponsors should consider the location, size, type, age of the unit, and amenities and utilities they will provide.

- *Size.* Proposed units should be compared to units with similar bedrooms, bathrooms, and square feet.
- *Type.* Proposed units should be compared to similar unit types (e.g., house, duplex, apartment, etc.).
- *Amenities.* Proposed units should be compared to units with similar amenities (appliances, patios, etc.).
- *Location.* Proposed units should be compared to units in the same areas.

Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent. To ensure compliance with this requirement, Project Sponsors must complete **Form H: Rent Standard and Rent Reasonableness Certification** for each proposed unit before TSH services start and annual recertification. Also, the form must be completed if there has been a change in residency or rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or the reasonable rent, then TSH services may not be provided. However, on a unit-by-unit basis, the Project Sponsor may increase the rent standard by up to 10 percent for up to 20 percent of the units that receive rental assistance (i.e., Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the HRA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

NOTE: Project Sponsors must attach documentation of rent standard and rent reasonableness values used to Form H (i.e., FMR or exception rent standard table, comparison unit values, and utility schedule).

NOTE: Before using an exception rent standard, Project Sponsors must obtain a copy of HUD's approval letter, the table, and documentation of the exception period and area. When completing Form H, Project Sponsors must ensure that the exception period is still active and the proposed unit is located in the exception area.

NOTE: See Appendix H.8: Rental Assistance Instructions for Shared Housing Arrangements.

NOTE: The gross rent (rent + appropriate utility allowance) of the proposed unit cannot exceed the lower of the rent standard (FMR or exception rent standard) or reasonable rent (average of comparison units' rents + appropriate utility allowances) for the unit. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TSH services.

8. Calculating Monthly Household and Project Sponsor Rent Payments

TSH pays the difference between the contractual rent to the Project Sponsor and the household's calculated rent payment. Project Sponsors collect rental assistance subsidies and, in rare circumstances, make payments to utility vendors. Per 24 CFR §574.310(d), households receiving TSH services must pay as rent, including utilities, an amount which is the higher of: (1) 30 percent of the household's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of household and child care expenses and are

described in detail in 24 CFR §5.611); (2) 10 percent of the household's monthly gross income; or (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payment that is designated for housing costs. To accurately calculate the household's monthly rent payment to the Project Sponsor and the Project Sponsor's monthly rental assistance subsidy, Project Sponsors must complete **Form I: Rental Assistance Worksheet** before TSH services start and annual recertification. Also, the form must be completed if there has been a change in circumstances related to program eligibility or rent. Form I includes two Earned Income Disregard Tabs (see Appendix H.5: Earned Income Disregard). The **Determining Household Annual Adjusted Income Guide** outlines acceptable forms of deduction verification and deduction calculation guidance. The Project Sponsor's monthly rental assistance subsidy and payment to the utility vendor depend on the contractual rent to the Project Sponsor and any utility allowances the household qualifies for (see 9. Utility Allowances and Reimbursements below). Per 24 CFR §574.320(a)(1), the "Maximum Subsidy" is the monthly amount of TSH funds that *could* be collected by a Project Sponsor and paid to a utility vendor. The Maximum Subsidy is calculated by:

(A) Rent Standard **OR** (B) Reasonable Rent

The household's rent payment to the project

Maximum Subsidy

Identify a dollar value for each and pick the lower

Calculated on the Rental Assistance Worksheet

Monthly assistance cannot exceed this amount

9. Utility Allowances and Reimbursements

Households receiving TSH services must receive a utility allowance if they pay a separate utility vendor in addition to rent and utilities paid to the Project Sponsor. Allowances are prorated in **shared housing arrangements**. The sum of the household's monthly rent payment to the Project Sponsor, the Project Sponsor's monthly rental assistance subsidy, and the Project Sponsor's monthly utility reimbursement payment to the utility vendor cannot exceed the lower of the rent standard or reasonable rent for the proposed unit. Project Sponsors may request current copies of HUD-approved utility schedules from local Housing Authorities. In the event a household's utility allowance exceeds the household rent payment, the household's adjusted rent payment is \$0.00 and the difference is paid to the utility vendor. Failure to provide a reimbursement of this amount would violate the requirement of 24 CFR §574.310(d). Project sponsors cannot keep any portion of the reimbursement for their own use. Per 24 CFR §982.514, Project Sponsors must notify the household of the amount paid to the utility vendor and maintain a record of the notification in the household's file.

§9.49 Permanent Housing Placement (PHP) Services

1. Purpose

Per 24 CFR §574.300(b)(7), PHP services may be used to help households establish permanent residence in which continued occupancy is expected. Project Sponsors that wish to provide PHP should consider their:

- a. Current program funds;
- b. Need for move-in assistance within their HSDA; and
- c. Capacity to maintain accounting records for returned security and utility deposits (“program income”).

2. Eligible Costs

PHP pays both service and housing assistance costs.

- a. Service Costs
 - i. Eligible PHP service costs include activities that assist households locate housing that meets all Housing Quality Standards (see Section 10. Housing Quality Standards). PHP service costs may also include the following: Providing tenant counseling; assisting households to understand leases, secure utilities, and make moving arrangements; and providing mediation services related to tenant and/or landlord issues that may arise during the leasing-up process.
- b. Housing Assistance Costs
 - i. Eligible PHP housing assistance costs include: Application fees, related credit checks, utility hookup fees and deposits, first month’s rent, and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent. Security and utility deposits must be returned to the Project Sponsor when the assisted household leaves a unit. Project Sponsors must maintain a record of all deposits and make a good faith effort to recover program funds upon the household’s departure from a unit. PHP housing assistance costs may also include rental and utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified for the household to secure a new unit.

3. Ineligible Costs

The following costs are not eligible under PHP: Costs for housing supplies, smoke detectors, standard furnishings, minor repairs to the unit associated with the move-in, and other incidental costs for occupancy of the housing unit. While these items are not eligible as PHP costs, Project Sponsors may make use of leveraged funds or donations to address any related needs for other move-in support.

4. Housing Status

Households can be housed or homeless. PHP can assist households find and move into more affordable, permanent housing arrangements if long-term housing stability is not expected in their current arrangements. Similarly, if households are not living in a place meant for human habitation, PHP can assist households establish permanent residence in which continued occupancy is expected. Owners/landlords/representatives are unlikely to execute a lease agreement with the household if initial move-in costs have not been paid in advance. In the absence of a lease (i.e., a supporting document that verifies housing costs), Project Sponsors must provide **Form L: PHP Intent to Lease Worksheet** to owners/landlords/representatives of the property. Form L serves as a supporting document that verifies initial move-in costs.

Owners/landlords/representatives must complete and return Form L to Project Sponsors. Project Sponsors must use the information on Form L to coordinate a payment to the owner for initial move-in costs.

NOTE: Supporting documentation for a utility deposit can include the first utility bill the household receives if the deposit is included in the first bill or a statement from the utility provider with the required deposit amount.

5. **Security and Utility Deposit Tracking**

Security and utility deposits must be returned to the Project Sponsor. Project Sponsors must collaborate with the HRA to develop a system of tracking all deposits made and returned. Also, Project Sponsors should make a good faith effort to recover program funds upon a household's departure from a unit. If a deposit is returned to the Project Sponsor, it should be reported as "program income" on the Program Progress Report.

6. **PHP Outcome Measures**

PHP services do not have outcome measures at this time.

§9.50 Supportive Services

1. **Purpose**

Per 24 CFR §574.300, supportive services include, but are not limited to, health, mental health, assessment, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to other household members living with these individuals. Supportive Services should be used to complement housing assistance services (TBRA, STRMU, FBHA, and PHP) and promote housing stability, but may be provided as a standalone service.

As described in 24 CFR §574.500(b), Project Sponsors must conduct ongoing assessments of the housing assistance and supportive services required by households enrolled in the program. Additionally, Project Sponsors must assure that adequate supportive services are made available to all households enrolled in the program. These supportive services do not have to be HOPWA-funded. Project Sponsors have the discretion to fund these services directly or to ensure that households are connected to non-HOPWA funded supportive services that are available in the community. For example, a Project Sponsor could leverage available Ryan White funds to pay for housing case management.

2. **Eligible Costs**

Supportive Services pays for housing case management, smoke detector provision, and basic telephone services.

a. **Housing case management**

- i. Supportive Services can pay appropriate portions of housing case management time, including costs for:
 - Assessment of households' housing status, primary housing barriers, and other needs.
 - Assessment of eligible individuals' need for medical care.

- Development of individualized housing plans and budgets.
- Implementation and maintenance of housing plans with regular updates.
- Coordination of referrals and services for housing, medical care, and other mainstream benefits.
- Evaluation and reevaluation of progress made toward housing plan goals and tasks.
- Documenting housing assistance and supportive service outcomes; and
- Maintaining housing case notes for each household assisted.

To the extent possible, Project Sponsors should leverage housing case management costs using an alternate funding source (e.g., Ryan White).

NOTE: Supportive Services cannot pay for general psychosocial or medical case management time.

b. Smoke Detectors

- i. Supportive Services can purchase a smoke detector(s) for a household if the unit would not otherwise meet all Housing Quality Standards (see Section 10. Housing Quality Standards) and:
 - The household has a mortgage (owners/landlords/representatives are responsible for maintaining smoke detectors in rental units); and
 - No other resources are available, including household income, leveraged funds, local fire/fire station programs, or other donations (e.g., hardware stores).

NOTE: Project Sponsors may not purchase smoke detectors in bulk or before the need for a smoke detector arises. Supportive Services cannot pay for smoke detector installation services.

c. Telephone Services

- i. Supportive Services can pay for basic telephone services if, through the assessment process, a Project Sponsor determines that telephone services are necessary to assist households access other services (e.g., medical care, other supportive services, etc.). Supportive Services can pay reasonable costs for long-distance calls if households are in rural areas.

3. Ineligible Costs

Supportive Services cannot pay for costs that are eligible under TBRA, STRMU, FBHA, or PHP. Supportive Services cannot pay for general psychosocial or medical case management time.

4. Housing Status

Project Sponsors may provide Supportive Services to both housed and homeless households.

5. Housing Plans and Budgets

All households must have a housing plan. Additionally, APH recommends that Project Sponsors work with households to create a budget. Project Sponsors should complete **Form M: Budget Worksheet** and must complete **Form N: Housing Plan** for each household enrolled in

the program. Housing case managers should work with households to establish or maintain affordable and stable housing, reduce their risk of homelessness, and improve their access to health care and supportive services. The plan should promote housing stability without fostering long-term dependency on program services. As such, Project Sponsors should document their efforts to assist households locate other housing assistance. Housing plans should be individualized to the needs of the household and note which parties are responsible for which tasks or interventions. Goals should be written to include the following:

- Statement of goal(s) the household plans to achieve
- Action steps designed to attain the goal(s)
- Timeframe for achieving the goal(s) and completing action step(s)
- Specific outcome(s) to achieve
- Support needed to achieve goal(s)
- Tasks to be accomplished by the household and the housing case manager

NOTE: Use of Forms M and N are optional – Project Sponsors may use their preferred budgeting form and housing plan form. Alternate budget and/or housing plan forms should contain similar levels of detail.

For example, a Project Sponsor could work with TBRA-assisted households to develop a plan that safeguards against future crises, identifies on-going housing stability goals, and includes a strategy for accessing and maintaining adherence to medical care. Or Project Sponsors could work with STRMU-assisted households to develop a plan that addresses immediate housing assistance needs and short-term steps that would help stabilize a presenting emergency.

A household’s housing plan should have goals, prioritized tasks, target dates, and clear intent. Plans are living documents, subject to updates and revisions as situations, goals, and strategies for achieving goals change. Housing assistance should only be provided to households that demonstrate adherence to their plans. Housing case managers must follow up with clients to monitor their progress and needs. If a household is not adhering to their housing plan or HOPWA Program rules, or if a Project Sponsor has reason to believe the household is committing fraud or inappropriately using program services, the Project Sponsor may terminate the household from the program per their termination policies and procedures see (Section 16. Termination).

A budget should be based on actual income and expenditures and can be used to understand household spending patterns. For example, a budget could assess the last 30 days of income and expenditures to better understand recent spending and determine current available financial resources. The plan, with the budget, could address money management issues (particularly if housing instability is related to poor money management practices, such as the use of credit cards or cash for non-essential items or entertainment activities). Form M can also be used to plan and prioritize future expenditures to promote financial stability.

6. **Supportive Services Outcome Measures**

To measure the effectiveness of this support, Project Sponsors must record access to care and support outcomes on **Form P: Service Outcome Assessment and Program Exit Worksheet**. Outcome categories include:

Check all that apply	Outcome
Received housing case management (Supportive Services or leveraged)	<i>Support for Stable Housing</i>
Has a housing plan for maintaining or establishing stable on-going housing	
Had contact with a case manager per service plan schedule	<i>Access to Support</i>
Had contact with a primary health care provider per service plan schedule	<i>Access to Health Care</i>
Accessed or maintained medical insurance/assistance	
Accessed or maintained sources of income	<i>Sources of Income</i>
Obtained an income-producing job	

§9.51 Other Supporting Documentation

Project Sponsors must document what they are paying for, who they are paying, and maintain a record of all payments made in the household's file. To accomplish this, Project Sponsors must obtain copies of leases, mortgages, utility bills, and/or ledgers for which housing assistance is provided. Project Sponsors must obtain new leases as old ones expire. If a household requested VAWA protections from a Project Sponsor and the Project Sponsor requested documentation of survivor status, the Project Sponsor must maintain a record of the written request for survivor status in the household's file. If the survivor provided documentation of survivor status (e.g., the **VAWA Certification Form**), the Project Sponsor must maintain a record of the documentation. If the survivor requested an emergency transfer, the Project Sponsor must maintain a record of the request (e.g., the **VAWA Emergency Transfer Form**).

NOTE: Supporting documentation for housing assistance payments must be current and predate service dates.

Supporting Documentation
Check Request Vouchers
Leases, mortgages, utility bills, ledgers, etc. paid for (<i>Documentation must be current and predate service dates</i>)
Owner IRS Form W-9(s)
VAWA Written Request for Documentation, Documentation, and/or Emergency Transfer Form (<i>If applicable</i>)

§9.52 Termination

When an assisted household is terminated from the program, Project Sponsors must complete **Form P: Service Outcome Assessment and Program Exit Worksheet**. Potential reasons for termination include, but are not limited to:

- a. Completed program
- b. Needs could not be met
- f. Disagreement with rules/persons

- | | |
|--------------------------------|---|
| c. Criminal activity/Violence | g. Left for housing opportunity before completing program |
| d. Non-compliance with program | h. Reached maximum time allowed |
| e. Death | i. Unknown/Disappeared |
| | j. Other |

Per 24 CFR §574.310(2), “Violation of requirements,” households may be terminated from the program if they violate program requirements or conditions of occupancy (e.g., non-compliance with conditions of occupancy, fraud, etc.). Project Sponsors must ensure that Supportive Services are provided so that a household’s assistance is terminated only in the most severe cases. Project Sponsors must collaborate with the HRA if they wish to develop a local termination policy for their own agency. Project Sponsors must document in the household’s file that Supportive Services were offered and provided to the household.

In terminating assistance to any household for violation of requirements, Project Sponsors must provide a formal process that recognizes the rights of households receiving assistance to due process of law. This must consist of:

- Serving the household with a written notice containing a clear statement of the reasons for termination.
- Permitting the household to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Providing prompt written notification of the final decision to the household.

§9.53 Grace Periods for Surviving or Remaining Household Members

With respect to surviving or remaining household members living in the assisted unit at the time of the eligible individual’s death, incarceration, lease bifurcation, enrollment in drug treatment, or entry to hospice/long-term health care, Project Sponsors must provide surviving and remaining household members a reasonable grace period to establish eligibility for the HOPWA Program, establish eligibility for another housing program, or find alternative housing.

Per 24 CFR §574.310(e), Project Sponsors must:

- Notify the survivor and remaining household members of the duration of the grace period;
- Provide housing assistance and supportive services to the survivor and remaining household members;
- Offer survivors and remaining household members information on other available housing programs; and
- At the Project Sponsor’s discretion, assist with moving expenses (see Section 14. Housing Assistance and Supportive Services, PHP Services, 2. Eligible Costs).

Project Sponsors must perform an interim recertification using **Form O: Interim Recertification Worksheet** to document the change in household composition (a change in household composition may change the household’s rental assistance calculation).

NOTE: For eligible individuals who were incarcerated, enrolled in drug treatment, or entered hospice/long-term health care (i.e., did not die or were not removed from the lease via lease bifurcation), the maximum allowable absence period for eligible individuals that effectively delays the grace period start date for remaining household members is 30 days.

a. **TBRA and/or TSH Services**

The minimum grace period for households receiving TBRA or TSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in drug treatment, or entered hospice/long-term health care. While the recommended grace period is no more than two months, Case Managers may provide assistance up to six months, depending on the needs of the family. Any grace period extension for over six months to one year requires a waiver from the Administrative Agent Unit Program Manager (request and response may be emailed to the HOPWA grant coordinator). In no case may the grace period extend for more than one year. Please see [24 CFR §574.460](#) for more information. Additionally, the policy must address VAWA lease bifurcations where the perpetrator is the eligible individual and the survivor is a remaining beneficiary (see Violence Against Women Act Requirements, TBRA and TSH Requirements, Remedies, Lease Bifurcation). Per the VAWA regulations at 24 CFR §574.460, Project Sponsors must provide the survivor and remaining beneficiaries a minimum of 90 calendar days and a maximum of 12 months from the date of lease bifurcation to establish eligibility for the HOPWA Program, establish eligibility for another housing program, or find alternative housing.

b. **STRMU and/or STSH Services**

The minimum grace period for households receiving STRMU or STSH services must be one month of assistance from the end of the month in which the eligible individual died, was incarcerated, enrolled in drug treatment, or entered hospice/long-term health care. The maximum grace period may not exceed the 147-Day Cap for STRMU services or the 60-Day Cap for STSH services.

c. **Supportive Services**

Supportive Services, specifically housing case management, must be offered to surviving and remaining household members. Housing case management plans for surviving and remaining household members should detail the terms of the grace period with a goal of transitioning household members off of the program. If household members express a need for continued housing assistance and/or supportive services, tasks should focus on referral to other programs that offer housing assistance and supportive services.

d. **Roommates and Other Households**

In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to other households (roommates). Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program (“Additional Beneficiaries”).

§9.54 Program Reporting and Reviewing Requirements

Quarterly and Year-End Program Progress Reports

Project Sponsors must submit Year-End Program Progress Reports (PPRs) to APH in a timely manner. In addition, Project Sponsors must submit Quarterly and Year-End expenditures and performance measures to the HRA. These reports are used by The City of Austin Housing Program Division (HPD) to produce quarterly reports and the Consolidated Annual Performance and Evaluation Report (CAPER). HPD submits the CAPER to HUD annually. The CAPER-reporting period is the City of Austin HOPWA Program year, which begins on October 1 and ends on September 30 of the next calendar year.

§9.55 HUD Datasets

1. **Area Median Income**

To be eligible for the HOPWA Program, household annual gross income cannot exceed HUD established income limits, which vary from year to year. Collect proof of gross income for all household members 18 years of age and older (documentation must be complete and cover the 30 days preceding the program entry or recertification date). The household annual gross income is from all sources anticipated to be received in the 12-month period following the determination date. Therefore, income must be ANNUALIZED, e.g. payment amount multiplied by number of payment periods per year for all income sources. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, inclusions and exclusions, and calculation guidance.

2. **Fair Market Rent**

The gross rent of TBRA- or TSH-assisted units cannot exceed the rent standard. The HOPWA Program uses Fair Market Rent (FMR) for the unit size per the household's county of residence as the rent standard. Alternatively, Project Sponsors may use a HUD-approved community-wide exception rent standard if one is locally available. Project Sponsors may request current copies of exception rent standard tables from local Housing Authorities. An important point about the rent standard is that it includes both rent *and* utilities. (The gross rent must also be reasonable in relation to rents for comparable unassisted units in the private market and must not be in excess of rents charged by the owner for comparable unassisted units. Proposed units must be compared with two similar units. The gross rent of the proposed unit must be at or below the lower of the rent standard or the reasonable rent.)

§9.56 Program Technical Assistance and Trainings

Project Sponsors who have program questions or need program technical assistance may contact the HIV Resources Administration Unit.

1. **Project Sponsor Required Trainings**

Project Sponsors must ensure that at least one staff member has obtained a certificate of completion for the following HOPWA trainings every three years. If the Project Sponsor does not have a current staff member who has successfully completed these trainings, a new or current staff member with HOPWA-related responsibilities must obtain a certificate of completion within 90 calendar days from the assignment of HOPWA-related responsibilities.

- a. [Community Planning and Development Financial Management Curriculum](#)
- b. [HOPWA Oversight Training Curriculum](#)
- c. [HOPWA Getting to Work Training Curriculum](#)
- d. [HUD Lead-Based Paint Visual Assessment Training Course](#)

2. **Project Sponsor Recommended Trainings**

The HIV Resources Administration Unit recommends that Project Sponsors obtain certificates of completion for the following DSHS HOPWA Program trainings. These trainings are available on the TX TRAIN [website](#).

TX TRAIN Course ID	Title
1058804	DSHS Technical assistance for HOPWA Program Progress Reports
1064721	DSHS HOPWA Program Core Forms - Part 1 of 5
1064822	DSHS HOPWA Program Form C: Household Income Eligibility Worksheet - Part 2 of 5
1064853	DSHS HOPWA Program Form I: Rental Assistance Worksheet - Part 3 of 5
1064855	DSHS HOPWA Program Form K1: STRMU Tracking Worksheet - Part 4 of 5
1064856	DSHS HOPWA Program Forms M: Budget Worksheet and N: Housing Plan - Part 5 of 5

3. **Other Trainings, Guides, Tools, Webinars, and Materials**

- a. [HOPWA Financial Management Online Training Course](#)
- b. [HUD Exchange: HOPWA Guides, Tools, and Webinars](#)

APPENDIX H.1: Helpful Fiscal and Program Monitoring Guides and Tools

Name	Document / Title	Location
Health and Human Services (HHS)	HHS Grants Policy Statement	https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
Health and Human Services (HHS)	Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75)	https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART
Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program Legislation	https://hab.hrsa.gov/about-ryan-white-hivaids-program/ryan-white-hivaids-program-legislation
Health Resources and Services Administration (HRSA)	Policy Notices and Program Letters	https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters
Health Resources and Services Administration (HRSA)	Data Reporting and Technical Assistance	https://hab.hrsa.gov/program-grants-management/data-reporting-requirements-and-technical-assistance
Health Resources and Services Administration (HRSA)	Clinical Care Guidelines and Protocols	https://aidsinfo.nih.gov/guidelines
Health Resources and Services Administration (HRSA)	Quality Management	https://hab.hrsa.gov/clinical-quality-management/quality-care
Health Resources and Services Administration (HRSA)	Performance Measure Portfolio	https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio
Health Resources and Services Administration (HRSA)	Monitoring Standards Guidance Fiscal Monitoring Standards: Part A	https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringparta.pdf
Health Resources and Services Administration (HRSA)	Monitoring Standards Guidance Fiscal Monitoring Standards: Part B	https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf

Health Resources and Services Administration (HRSA)	Monitoring Standards Guidance Program Monitoring Standards: Part A	https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringparta.pdf
Health Resources and Services Administration (HRSA)	Monitoring Standards Guidance Program Monitoring Standards: Part B	https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringpartb.pdf
Health Resources and Services Administration (HRSA)	Monitoring Standards Guidance Universal Monitoring Standards: Parts A and B	https://hab.hrsa.gov/sites/default/files/hab/Global/universalmonitoringpartab.pdf
Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program Part A Manual	https://hab.hrsa.gov/sites/default/files/hab/Global/happartamanual2013.pdf
Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program Part B Manual Revised 2015	https://hab.hrsa.gov/sites/default/files/hab/Global/habpartbmanual2013.pdf
Health Resources and Services Administration (HRSA)	Ryan White HIV/AIDS Program AIDS Drug Assistance Program (ADAP) Manual Revised 2016	https://hab.hrsa.gov/sites/default/files/hab/clinical-quality-management/adapmanual_0.pdf
Health Resources and Services Administration (HRSA)	2016 Annual Ryan White HIV/AIDS Program Services Report (RSR) Instruction Manual	https://hab.hrsa.gov/sites/default/files/hab/Global/2016%20RSR%20Manual%20508.pdf
Office of Management and Budget (OMB)	Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)	https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=02748a1e7fab41711ba2b063bc8eb05&ty=HTML&h=L&mc=true&n=pt2.1.200&r=PART
Housing and Urban Development (HUD)	HOPWA Program	https://www.hud.gov/program_offices/comm_planning/aidshousing
Housing and Urban Development (HUD)	HOPWA Guides, Tools, and Webinars	https://www.hudexchange.info/programs/hopwa/guides/#resources

Housing and Urban Development (HUD)	HOPWA Grantee Oversight Resource Guide	https://www.hudexchange.info/resource/1003/hopwa-grantee-oversight-resource-guide/
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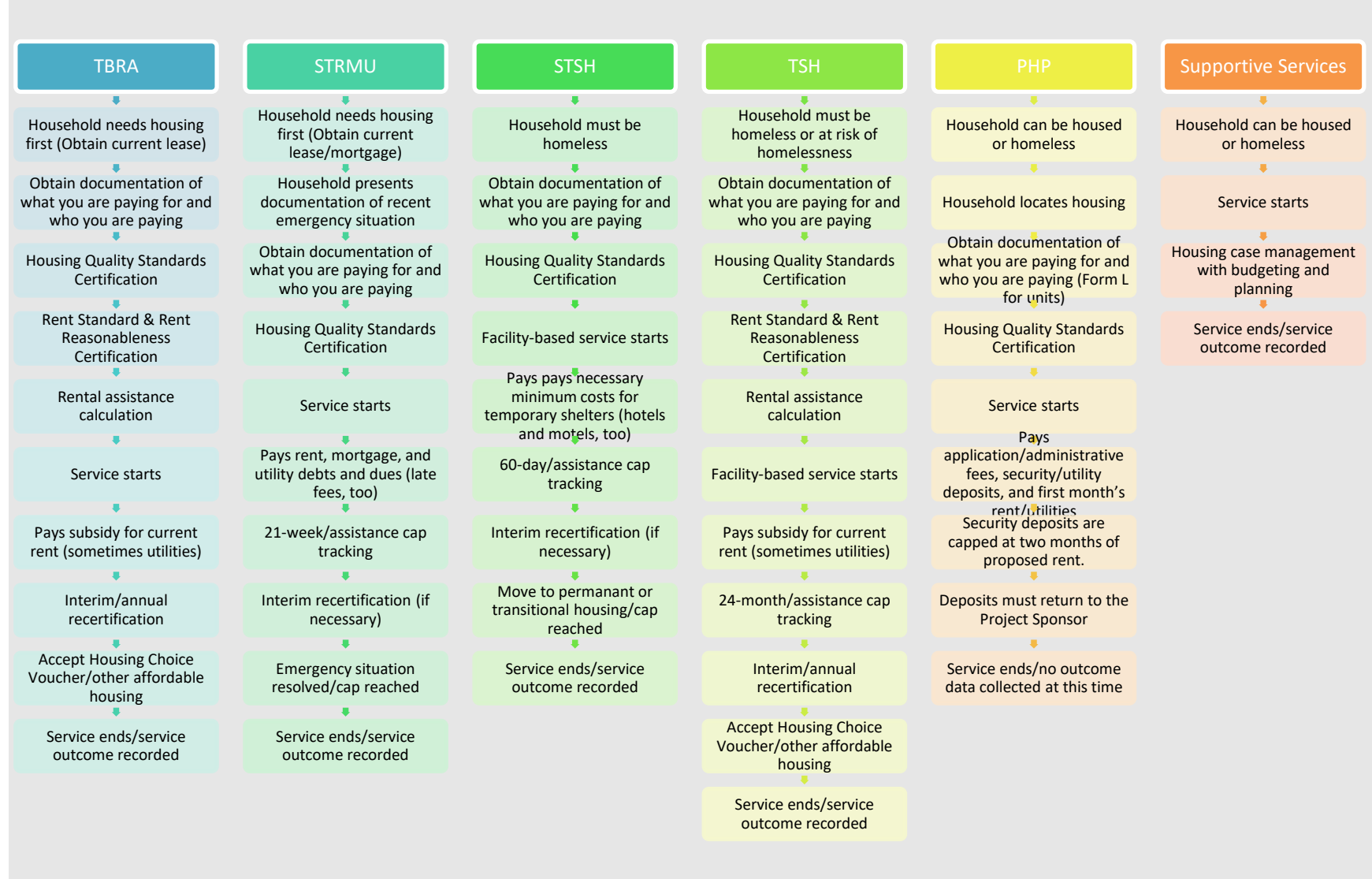
APPENDIX H.2: Comparison of HOPWA Programs

STRMU Program	TBRA Program
Short-term rent, mortgage, and utility payments to prevent homelessness of the tenant or mortgagor of a dwelling. This program enables income-eligible individuals at risk of becoming homeless to receive short-term assistance for a period not to exceed 21 weeks or 147 days in any 52-week period.	Tenant-based rental assistance, including assistance for shared housing arrangements. It assists income-eligible clients living with HIV/AIDS and have on-going housing needs with their rent and utilities until they are able to secure Housing Choice Voucher housing or other affordable stable housing.
Minimum Eligibility- low income, HIV-positive, already be housed and have an emergency situation.	Minimum Eligibility- low income, HIV-positive.
Limited to 21 weeks' worth of assistance in any 52-week period. May place a restrictive Annual STRMU Cap per client.	Maximum 12 months of assistance at certification, with income recertification every year.
Must have a Comprehensive Housing Plan	Must have a Comprehensive Housing Plan
Can pay rent, mortgage and/or utility payments.	Rental assistance only. Cannot pay more than the FMR, including utilities.
Utilities assessed separately, if applicable.	Utilities included.
Client contributes a portion, if applicable.	Client contributes the highest of 10% of gross or 30% of adjusted income, or the amount of welfare or other assistance designated for rent.
Project Sponsor pays rent, mortgage and/or utilities up to maximum of 21-weeks or 147 days or Annual STRMU Cap per client per year, if applicable.	An individual/family may rent a larger than authorized unit if: (1) the rent is at or below the Fair Market Rent (FMR) for the authorized unit size; or (2) the individual/family decides to pay the rental amount above the FMR. Property must be inspected and meet HUD Housing Quality Standards.
Project Sponsor can set maximum Annual STRMU Cap on amount of assistance per client per year provided it is no less than 1 month of FMR and no more than STRMU budget per client per year.	Project Sponsor must pay difference between actual rent or Fair Market Rent or reasonable rent, whichever is lower, and tenant rent. Document evidence of rent reasonableness. Cannot pay more than the FMR, including utilities.
Client pays his/her portion of rent directly to landlord and Project Sponsor pays balance directly to landlord. No payments can be made directly to the client.	Client pays his/her portion of rent directly to landlord and Project Sponsor pays balance directly to landlord. No payments can be made directly to the client.
If more than one unrelated client in a household, each client may receive assistance based on their share of the rent.	If more than one unrelated client in a household, each client may receive assistance

	based on their share of the rent. Families receive benefits as a unit.
Does not include telephone.	Does not include telephone.
Utility or rent deposits are not allowable.	Utility or rent deposits are not allowable.
HUD Housing Quality Standards inspection is not required but clients must self-certify on Form D that the unit is safe, decent, and sanitary. STRMU households cannot continue to receive HOPWA assistance in substandard housing.	Inspection and certification of property must be conducted in compliance with state and local housing standards and HUD Housing Quality Standards.
Client must be offered appropriate supportive services through case management.	Client must be offered appropriate supportive services through case management.
Late and/or reconnect fees allowed.	No late and/or reconnect fees allowed.

Supportive Services may be provided either in conjunction or not in conjunction with HOPWA housing assistance	Permanent Housing Placement
May be used to provide case management, smoke detectors, and basic telephone services, as needed to access supportive services and medical care. Assistance may also be extended for reasonable costs of long-distance services, if needed, for connecting clients in rural or small population areas.	May be used to provide reasonable security deposits, which is not to exceed the amount equal to 2 months of rent; costs for related application fees; and credit checks. Includes all types of security deposits for rent, utilities, etc.
Case Management and basic telephone service may be used to assist all income-eligible, HIV positive individuals. Smoke detectors may only be provided to clients with a mortgage.	May be used to assist all income-eligible and HIV positive individuals.

APPENDIX H.3: Housing Assistance and Supportive Services Guides



Program Services (right) and Eligible Costs (below)	A. TBRA Services	B. STRMU Services	C. STSH Services	D. TSH Services	D. PHP Services	E. Supportive Services
1. Rent payments (for households with a lease)	Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income.	Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	Yes, if done with inspections for Housing Quality Standards, unit meets rent standard/reasonable rent requirements, and based on household income. Assistance is facility-based and capped at 24 cumulative months.	No	No
2. Mortgage payments (but not down-payment support for new units)	No	Yes, if within 21-week limit (for costs within the mortgage agreement). The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	No	No	No
3. First month's rent and security/utility deposits; credit checks	Yes, if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA).	No	No	Yes, if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TSH).	Yes, Application fees, related credit checks, utility hookup fees and deposits, first month's rent, and reasonable security deposits necessary to move persons into permanent housing. Security deposits must not exceed two months of rent.	No
4. Utility payments (gas, electric, water and sewer)	Yes, if part of the rental payment	Yes, if within 21-week limit. The amount of assistance is subject to negotiation between the Project Sponsor and the household.	No	Yes, if part of the rental payment	Yes, but only for utility hookup fees and deposits and processing costs.	No
5. Information and/or support to locate and apply for housing assistance	No	No	No	No	Yes, such as support and help to complete housing applications, and eligibility screenings for tenancy or utilities for these units	Yes, such as counseling and help to develop a housing service plan to establish stable permanent housing
6. Move-in support, such as supplies, furnishings, incidental costs, and minor repairs of housing units	No	No	No	No	No, however programs may coordinate with leveraged resources and donations for these purposes	No
7. Other elements	No	Yes. STRMU can pay late fees and other penalties if, in the event of nonpayment, the household would be at risk of eviction or loss of housing	Yes. Pays necessary minimum costs for temporary shelters, including hotels and motels, if within the 60-day limit. Pays facility-based operating and leasing costs.	No	Yes. Life skills and housing counseling on unit cleaning, maintenance and household budgeting. Rental and utility arrears or other past expenses if a household must pay them to secure a new unit.	Yes. Help to access other benefits, such as health-care and other supportive services

APPENDIX H.4: Using HOPWA Housing Assistance for Mobile Homes

(Source: HUD Notice 03-05; Guidance on Manufactured Housing under the HOME Program)

HUD's Office of HIV/AIDS Housing has determined that HOME Investment Partnership Program (HOME) guidelines may be referenced to support the use of HOPWA funds for manufactured home rental and mortgage payments.

TBRA and STRMU services can be provided to households that live in mobile homes, trailers, and motor homes, in some situations. PHP services can assist households establish permanent residence in a mobile home in which continued occupancy is expected. Payments are permitted in accordance with guidance established for the HOME Affordable Housing program in HUD CPD Notice 03-05. As described in Notice 03-05, mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating and not attached to the earth, are considered personal property and therefore unqualified for housing assistance. HOME guidance considers units attached to the earth as "real" property (as in real estate). Such units must also be connected to permanent utilities and meet local guidelines for mobile home housing. Households residing in attached real property mobile homes that are connected to utilities and meet local guidelines are qualified for housing assistance. Space rental costs in a mobile home park are allowable housing assistance costs if they are included in the unit rent.

HUD Notice CPD 03-05; Guidance on Manufactured Housing under the HOME Program

Section III. Background and Eligible Activities

Manufactured homes and manufactured housing lots (also called "homesites" in this Notice) qualify as housing under the HOME Program. A manufactured home is defined as "a structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein." A mobile home is a manufactured home. "Mobile home" and "trailer" were commonly used terms before 1976 when Congress adopted legislation using the term "manufactured home" to take their place. This Notice uses the term manufactured home to refer to all types of non-motorized manufactured housing units (thus excluding recreational vehicles) that meet the definition in 24 CFR §3280.2.

Section IV. Utility Hook-Up and the Homesite

The HOME regulation at §92.205(a)(4) requires manufactured homes assisted with HOME funds (except for existing, owner-occupied manufactured homes that are rehabilitated with HOME funds) to be connected to permanent utility hookups. The HOME regulations also require the manufactured home to be located on land that is owned by the manufactured homeowner or on land for which the manufactured homeowner has a lease such as, a mobile home park.

Section V. Permanent Foundations

The manufactured home regulations (24 CFR §3282.12) define a site-built permanent foundation as “a system of supports, including piers, either partially or entirely below grade,” and that meets the criteria as further defined in §3282.12. HUD Handbook 4930.3G, Permanent Foundations Guide for Manufactured Housing, further defines a permanent foundation as one that “must be constructed of durable materials at the site, with attachment points to receive a manufactured home.” Once the manufactured home is set on a permanent foundation, it is treated as real property and ownership then is evidenced through title to the real property, therefore eligible for housing assistance. The HOME final rule published on September 16, 1996, eliminated the requirement that HOME-assisted manufactured housing units rest upon a permanent foundation.

APPENDIX H.5: Earned Income Disregard

(Source: 24 CFR §5.617: Disallowance of Increase in Annual Income)

The Earned Income Disregard (EID) allows qualified individuals and households receiving TBRA or TSH services to keep more of their earned income for a period of up to two years following an increase in employment income. The purpose is to assist persons with disabilities in obtaining and retaining employment, as an important step toward economic self-sufficiency. Two EID tabs are included in **Form I: Rental Assistance Worksheet** (one tab per qualified household member). Per 24 CFR §5.617, HUD requires disregard for income to previously unemployed persons with disabilities who are receiving TBRA or TSH services. Previously unemployed means a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 500 hours of work at the established minimum wage. EID is not used to determine household income eligibility for the DSHS HOPWA Program.

To qualify for the EID, the household must:

- a. Be a household with a disabled member receiving TBRA or TSH services.
The household must also meet any one of the following:
- b. A disabled member's earned income increases as a result of employment after a period of unemployment of one or more years prior to employment, or earning no more than minimum wage for 500 hours or less during the past 12 months;
- c. A disabled member's earned income increases as a result of participation in an economic self-sufficiency program or other job-training program; or
- d. A disabled member's earned income increases as a result of employment during or within six months after receiving assistance, benefits, or services under TANF or a Welfare-to-Work program (including one time only cash assistance of at least \$500.

Initial and Phase-In Exclusion Periods

Initial 12-Month Exclusion

100 percent exclusion of income over the amount of prior income (if any). This period begins on the date the household first experiences an increase in annual gross income attributable to employment. The Project Sponsor must exclude from annual gross income of a qualified household any increase in income of the household member who is a person with disabilities as a result of employment over the prior income of that household member. If the period of increased income does not last for 12 consecutive months, the disallowance may be resumed at any time within the 12-month 100 percent phase. The Initial 12-Month Exclusion will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the Initial 12-Month Exclusion, then the individual will be provided the rent incentive.

Phase-In 12-Month Exclusion

50 percent exclusion of income over the amount of income prior to the beginning of the initial exclusion (if any).

The second 12-month cumulative period after the date the household first experiences an increase in annual gross income attributable to employment. The Project Sponsor must exclude from annual gross income of a qualified household 50 percent of any increase in income of the

household member who is a person with disabilities as a result of employment over the prior income of that household member. If the period of increased income does not last for 12 consecutive months, the disallowance may be resumed at any time within the 12-month 50 percent phase. The Phase-In 12-Month Exclusion will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the Phase-In 12-Month Exclusion, then the individual will be provided the rent incentive.

Maximum 48-Month Disallowance

There is a 24-month (two year) lifetime maximum time frame for each qualifying household member to utilize the Earned Income Disregard. The 24-month period is consecutive and begins at the initial exclusion. The exclusion ends when the 24-month lifetime maximum is reached. No disallowance will be applied after the 24-month period following the initial date the exclusion was applied.

APPENDIX H.6: Permanent Housing Placement Accounting Guidelines

Accounting Entries for Security and Utility Deposit Payments and Refunds

Security and utility deposits are an allowable cost to the extent the cost conforms to the general policies and principles stated in [Uniform Grant Management Standards](#). Project Sponsors must maintain adequate records and supporting documentation for all deposits. A record of individual deposits should be maintained in a subsidiary ledger that is posted to the general ledger. The subsidiary ledger should be reconciled on a monthly basis to the general ledger control account. Outlays for security deposits will be reflected as assets until returned to the Project Sponsor. Any funds returned to the Project Sponsor will be treated as applicable credits towards program expenses in the year recovered. Deposit refunds (credits) should be reported on the Program Income line on Form 269a, Financial Status Report. Questions about accounting for security and utility deposits should be addressed to the DSHS HOPWA Coordinator.

Security/Utility Deposit Payment Entries

1. Recording the payment
 - a. Debit: Security/Utility Deposits Expense (name of payee and client)
 - b. Credit: Cash
2. Recording the receivable for security/utility deposits
 - a. Debit (Asset): Refundable Security/Utility Deposits (name of payee and client)
 - b. Credit (Asset): Security/Utility Deposits Held (contra-account)

Security/Utility Deposit Refund Entries: Fully Recovered

- a. Recording the full refund of a security/utility deposit during the grant period/term
 - i. Debit (Asset): Cash
 - ii. Credit (Expense): Security/Utility Deposits Expense (name of payee and client)
- b. Clearing the receivable for a fully refunded security/utility deposit during the grant period/term
 - i. Debit (Asset): Security/Utility Deposits Held (contra-account)
 - ii. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)
- c. Recording the full refund of a security/utility deposit after grant period/term
 - i. Debit (Asset): Cash
 - ii. Credit (Income): Misc. Income - Refunded Security/Utility Deposits
- d. Clearing the receivable for a fully refunded security/utility deposit after the grant period/term
 - i. Debit (Asset): Security/Utility Deposits Held (contra-account)
 - ii. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client)

Security/Utility Deposit Refund Entries: Partially Recovered

- i. Recording the partial refund of a security/utility deposit during the grant period/term
 - a. Debit: Cash (for the amount of the partial refund)
 - b. Credit: Security/Utility Deposits Expense (name of payee and client) (for the amount received)

- ii. Clearing the receivable for a partially refunded security/utility deposit during the grant period/term
 - a. Debit (Asset): Security/Utility Deposits Held (contra-account) (for the full amount of the original deposit)
 - b. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)
- iii. Recording the partial refund of a security/utility deposit after grant period/term
 - a. Debit: Cash (for the amount of the partial refund)
 - b. Credit: Misc. Income - Refunded Security/Utility Deposits (for the amount of the partial refund)
- iv. Clearing the receivable for a partially refunded security/utility deposit after the grant period/term
 - a. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
 - b. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

Security/Utility Deposit Refund Entries: Not Recovered

- i. Debit (Asset): Security/Utility Deposits Held (contra-account) (name of original payee and client) (for the full amount of the original deposit)
- ii. Credit (Asset): Refundable Security/Utility Deposits (name of original payee and client) (for the full amount of the original deposit)

APPENDIX H.7: HOPWA Frequently Asked Questions

Program Eligibility

- **What is income eligibility?**

Any household whose income is below 80 percent of Area Median Income for their county is eligible for the program. A Project Sponsor may set a percentage below the 80 percent for income eligibility if a written policy is established, approved by the HRA, and applied in a uniform, consistent, and non-discriminatory manner.

- **Does HOPWA allow conditional eligibility?**

No, a household is either eligible or ineligible. There is no flexibility in applying program eligibility requirements.

- **Can an individual who is HIV positive receive assistance under this program or must the disease be more advanced?**

HUD has determined that persons living with HIV – regardless of how advanced – are eligible for assistance. Project Sponsors must collaborate with the HRA to establish more restrictive eligibility criteria.

- **How is zero income verified?**

There are three acceptable methods of verifying any type of income. In order of preference, they are: (a) third party written or oral verification (e.g., pay stubs, letters); (b) review of documents (e.g., award letters); and (c) self-certification. The last method is the least-preferred method of verifying. If the client cannot verify income with the first two methods, they may sign a statement certifying income status.

- **Is the Earned Income Disregard on Form I: Rental Assistance Worksheet used to adjust income for determining income eligibility for the HOPWA Program?**

No. Per 24 CFR §5.617(d), Earned Income Disregard (or “Earned Income Disallowance”) is not used to determine household income eligibility for the HOPWA Program. The disallowance does not “exclude” income from the income eligibility determination process (it is important to remember that “exclusions,” “disregards,” “deductions,” and “allowances” all mean different things and apply to different program and service processes.) If a household’s annual gross income is over 80 percent of AMI, they are not eligible for the program regardless of whether the disregard would reduce their gross income below the eligibility threshold. The disregard is not a function of determining program eligibility.

- **A client is receiving \$6,354 annually in work study. Does the full amount for work study count towards the Annual Income to determine program eligibility?**

No. All forms of student financial assistance (grants, scholarships, educational entitlements, work study programs, and financial aid packages) are excluded from household annual gross income.

- **Can a household deduct child support expenses from annual gross income?**

No, income that pays child support may not be excluded from household annual gross income.

- **Are financial contributions from family and friends considered a source of income when determining eligibility?**

The answer depends on whether the contribution or gift is received “regularly.” Unfortunately, that is the extent of the guidance HUD provides. So, if the client expects to receive a contribution/gift of \$200.00 per month for a year, then yes, that would be included in the income eligibility calculation. Whether the income is regular or sporadic will have to be

determined by the client and Project Sponsor. If it is sporadic, then it should be excluded from the income eligibility calculation. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of verification.

- **Does income earned by a minor count as household income?**

No, earned income for dependent children under the age of 18 is not included. However, other income of dependent children under the age of 18 is included. The **Determining Household Annual Gross Income Guide** outlines acceptable forms of documentation, whose income is counted, and income inclusions and exclusions.

Program Services

1. **A client is receiving TBRA services. The client is not providing any documentation of medical results or that he is seeing a physician. Is the client non-compliant with HOPWA policies?**

HOPWA only requires proof of diagnosis when determining basic program eligibility. Beyond that, there is no regulatory requirement to provide additional medical documentation for continuation of specific program services unless the client has agreed to do so in their housing plan. Based on the information available, the client has not violated any rules. Termination of a client from HOPWA should be a last resort. Yes, HOPWA is intended to promote better health outcomes and using current medical documentation to monitor this is the best practice. However, the priority of this program is housing stability and the work needed to achieve it. If a Project Sponsor wants to require that clients provide medical documentation as a condition of receiving housing assistance, then a policy should be enacted and uniformly implemented with all HOPWA clients. Also, clients should have the opportunity to give informed consent by signing an acknowledgement of the Project Sponsor's unique termination policy prior to enrollment.

2. **If a household is being considered for rental assistance, but there isn't a reasonable expectation they will be approved for the Housing Choice Voucher Program or other affordable housing programs in the future (e.g., criminal background barriers), does this disqualify someone from rental assistance activities?**

Some households may not be eligible for the Housing Choice Voucher Program or other affordable housing programs and it would be unreasonable to expect their applications would ever be approved (this should be documented with a denial letter that explains why). In those circumstances, rental assistance could be used indefinitely or up to an established time-limit because no other long-term option is available. In other words, rental assistance activities can do more than just bridge gaps, especially when households aren't eligible for anything else. For example, it is perfectly fine to enroll someone in TBRA even when there is not an expectation that that household would be approved for other long-term housing assistance.

3. **Can a household receiving TBRA or TSH services qualify for the Earned Income Disregard at the initial TBRA or TSH calculation?**

No. Earned Income Disregard cannot be claimed at the initial calculation, but can be claimed during an interim or annual calculation. The Disregard is an employment incentive for household members with disabilities who are already receiving TBRA or TSH. As such, the Disregard can only be claimed during an annual or interim calculation.

4. **Can TBRA, STRMU, or PHP pay for a hotel/motel stay?**

No, but STSH can. If a Project Sponsor does not provide STSH, they may want to check with a local shelter to see if they have funding for hotel/motel vouchers. If the shelter provides case

management, they may want to sign up for services there in case other housing options become available. Also, they should see if the shelter has a Coordinated Assessment System so they can be screened for eligibility for other housing programs. If the shelter is not a “Front Door” for Coordinated Assessment, maybe the shelter can refer them to an agency that is doing this. If they are near an EMSA HOPWA Program, maybe the Project Sponsors in that jurisdiction have money allocated for HOPWA hotel/motel vouchers.

5. **Can TBRA, STRMU, FBHA, or PHP pay for moving expenses?**

No. These services cannot pay for a moving truck or other services to help someone move.

6. **Are foster children considered dependents for purposes of determining household annual adjusted income for rental assistance calculations?**

Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, Foster children are not considered dependents and are not eligible for a \$480 deduction from annual income when performing a rental assistance calculation. However, there is an income exclusion (for determining household income eligibility for the HOPWA program) for payments a household receives to take care of foster children. For income eligibility determination, Project Sponsors may exclude payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the household, who are unable to live alone).

7. **A client is fighting for the guardianship of his nephews who live with him. Would the nephews be counted as dependents for a rental assistance deduction?**

Per HUD’s *Occupancy Requirements of Subsidized Multifamily Housing Programs (4350.3), Chapter 5: Determining Income and Calculating Rent*, it is not necessary for a household member to have legal custody of a dependent in order to receive the dependent deduction.

8. **How can housing status for STRMU be defined if the client’s name is not on the lease agreement?**

HUD Notice 06-07 for STRMU states: “In order to receive STRMU assistance, there must be evidence of client tenancy or ownership and residency. To receive rental payments, the eligible individual or a member of the resident household must present evidence that they are a named tenant under a valid lease or that they are a legal resident of the premises.” Possible sources of evidence of this include, but are not limited to:

- a. Documentation that the individual has been responsible for rental payments. Rental receipts, a cancelled check or a copy of a money order from the tenant to the landlord would satisfy this condition.
- b. A late payment notice or any other written communication from the landlord to the tenant that provides evidence of tenancy would also be satisfactory.
- c. If not named on the lease, any written documentation from the landlord that the individual is a legal resident of the property.

9. **Can a person simultaneously receive TBRA and STRMU assistance?**

No. Per the HOPWA Grantee Oversight Resource Guide, TBRA, STRMU, and FBHA service periods cannot overlap.

10. **A household uses a pay-as-you go utility service. The company uses email or text to inform someone of how much electricity they have used. This gives the person a chance to add money to their balance. The utility vendor draws from this, similar to a pay-as-you-go cell phone. Without a formal bill that describes what is due, how would a Project Sponsor obtain supporting documentation for a STRMU payment and track the 21-week period?**

In short:

- a. The utility vendor could provide a summary that indicates previous pre-use payments made by the client and the amount of electricity days that the payment “bought” them.
 - b. The utility vendor may bill for services in arrears for the actual energy their home consumed. Therefore, a print-out should be able to provide the information to help determine how much STRMU assistance will purchase, and the approximate number of days that STRMU will cover.
 - c. This verification and a print-out of the program from their web site should provide sufficient documentation for the payment and for tracking purposes.
11. **If a client, receiving rental assistance, cannot be accepted into housing due to a criminal background record, do they still have to apply only to be denied? Can they apply and be denied once and not have to reapply every 90 days? If a client applies but cannot move due to a health problem, documented by a physician, do they have to apply every 90 days as well?**

If they are not eligible for public housing, they do not have to apply repeatedly. A denial letter is sufficient documentation to justify this. The denial letter may be used for the duration of the ineligible period. When the ineligible period is over, the household should apply again if possible. Perhaps the household might be eligible in the future (sometimes people can become eligible again over time depending on their background). In that case, they should apply again at that time if they are still receiving TBRA or TSH services. Per HOPWA Program policies, households receiving TBRA or TSH are required to apply for the Housing Choice Voucher Program and any other affordable housing program they can. Households on other affordable housing waitlists would reapply every 90 days or as required just as they would for the Housing Choice Voucher Program. Regardless, some households may not be eligible for anything, period, and TBRA or TSH is their last safety net. If this is the case, be sure this is well-documented.

If a medical provider says a household cannot move for medical reasons, documentation from the provider as to why moving would be a problem should be attached to the waiver. If the household member recovers from whatever prevented the move, then they should apply again per usual.

Note that HUD issued a press release titled “HUD and Justice Department announce new efforts to ease transition from prison and expand opportunities for jobs and housing.” The full press release and a link to the accompanying guidance can be found [here](#). One paragraph in particular could impact some of our households on public housing waitlists:

“HUD announced updated public housing arrests guidance to Public Housing Authorities (PHAs) regarding the use of arrests in determining who can live in HUD-assisted properties. The guidance outlines that arrest records may not be the basis for denying admission, terminating assistance or evicting tenants; and reiterates that HUD does not require PHAs and owners to adopt “One Strike” policies and includes best practices and models of success from PHAs across the nation.”

This could potentially increase access to public housing for some of our households with criminal background barriers.

12. **Can a person have a Housing Choice Voucher or live in public housing and also receive HOPWA housing assistance?**

No. If a client is receiving Housing Choice Voucher housing assistance payments, they are not eligible to receive HOPWA TBRA, STRMU, or FBHA. However, clients may also receive Supportive Services and PHP (CFR §574.300(b)(7)).

13. **Can a person receive HOME Tenant-Based Rental Assistance and HOPWA housing assistance at the same time?**

No. As with the Housing Choice Voucher Program or a public housing program, a client is not eligible to receive HOPWA TBRA, STRMU, or FBHA at the same time with other federal housing assistance programs. This would be “double dipping.” However, clients may also receive Supportive Services and PHP (CFR §574.300(b)(7)).

14. **Can a client have zero income and receive rental assistance services?**

Yes. Household members with zero income must have their situation documented and income should be routinely reassessed.

15. **Can a currently homeless household receive STRMU services to pay a utility debt so that they can establish utility services at a new address they will be assisted in moving into (i.e., can STRMU be used for rapid rehousing purposes)?**

Although Rapid Rehousing is a good goal for households, STRMU cannot be provided for back debts for homeless households. Households must be currently housed in order to qualify for STRMU. STRMU is intended to stabilize households experiencing a crisis due to health or income loss that can be alleviated with a short-term assistance to keep them in their current housing if they can sustain it after the STRMU assistance ends. PHP can pay for utility hookup fees and deposits. PHP can also pay for utility arrears or other past expenses if a household must pay them to secure a new unit. If a Project Sponsor will pay arrears or other past expenses, the Project Sponsor must document that the payment is required and justified in order for the household to secure a new unit. Project Sponsors could also contact the utility company to see if they would agree to a PHP deposit for the new service and a payment plan for the past-due amount. Because of PHP financial limitations, Project Sponsors may have to use other sources of funding to leverage the costs.

16. **STRMU services can cover debts and/or dues that have accrued over a 147 day period. How do we correctly attribute debts to a specific number of days? For example, a household may owe \$500.00 to their utility company in addition to the current amount due, \$100.00. The \$500.00 debt accrued over several months. How would we break this debt down into days without a record of the amount due each month?**

Project Sponsors should obtain a ledger from the owner/representative or utility company that details how the debt accrued less payments made by the household. This is the only way of knowing the exact amounts of debts accrued in a given timeframe with any certainty.

17. **Are property taxes an eligible STRMU cost?**

Yes, if taxes are part of the mortgage payment. Otherwise, they are not.

18. **Can APH please provide guidance on eligible costs for smoke detectors purchased under Supportive Services?**

In short:

- a. HOPWA is the payer of last resort for smoke detectors; smoke detectors should be leveraged and usually can be
 - b. For renters, clients should get smoke detectors from landlords, fire departments, or hardware store donations
 - c. For mortgagors, they can be purchased only if you can't get them from local fire departments or potential hardware store donors
 - d. For renters, if there isn't a working smoke detector at entry to the program, HOPWA shouldn't be paying the rent (it should be fixed first)
 - e. Project Sponsors can't buy smoke detectors in bulk or before the need for a smoke detector arises
 - f. Project Sponsors can't pay for smoke detector installation services; they should be purchased and provided to the landlord for installation if clients are renting, or given to clients so they can install them on their own if they have mortgages
19. **Can housing assistance services be denied to clients who are active substance users or registered sex-offenders?**

HOPWA housing assistance should not be denied simply because a client uses or is alleged to use illegal substances in their place of residence, or because they refuse to enter substance use treatment services. Client eligibility must be based on the criteria specified in the eligibility sections of this manual. The Case Manager should make referrals to appropriate treatment and supportive services if the client consents to this. The owner of the rental property certainly has the right to prohibit illegal acts on their property, and has the right to notify law enforcement officials when needed or to initiate eviction proceedings when a client has violated lease provisions. If a client is using illegal substances and complying with the terms of the HOPWA Program Agreement and their housing plan, then the client has not violated any program rules. If a client is using illegal substances and their substance use is related to their non-compliance with program rules or non-adherence to their housing plan, then Project Sponsors should work with the household to create a plan that will lead to compliance with program rules and adherence to their housing plan. If a realistic plan cannot be created, or the client remains non-compliant or non-adherent, then the household may be considered for termination per the Project Sponsor's termination policy and procedure. Termination should be a last resort.

Also, the HUD's Office of HIV/AIDS Housing has received several requests for clarification on whether HOPWA grantees carrying out rental assistance activities are subject to the admissibility and termination provisions in subtitle F ("Safety and Security in Public and Assisted Housing.") of the Quality Housing and Work Responsibility Act (QHWRA) of 1998. Subtitle F of QHWRA limits the Section 8 participation of persons who use controlled substances and persons subject to a lifetime registration requirement under a state sex offender registration program. These restrictions do not apply to the HOPWA Program and, therefore, HOPWA grantees are not required to comply with them in providing HOPWA rental assistance.

20. **A household is composed of one serodiscordant couple. The household receives STRMU services. If the other individual seroconverts, do they qualify the household for an additional 21 weeks of assistance?**

No, the 21 weeks of assistance are for the household, not individual household members, and cannot be doubled or otherwise increased.

21. **Under STRMU, can we pay rent, mortgage, and or utility bills for clients that predate their enrollment in the HOPWA Program? For example, if a client was enrolled in the HOPWA Program in January, can we pay December bills?**

Yes, previous, verifiable balances can be paid for months that predate a household's enrollment date in the HOPWA Program and the start date of STRMU services. This also applies if the accrued costs of the bills predate the start date of the contract period (the HOPWA Program year is 10/01 – 09/01). For example, a check out in February for outstanding bills from January of the prior contract year would be billed to the contract that started in February regardless of which days of accrued costs you are paying for. Tracking days of accrued costs paid for is merely a method of ensuring the total amount of STRMU assistance is capped at 147 days. This client may be assisted with the prior bills in order to prevent homelessness. Thus, there is meant to be a "seamless" housing assistance service even though a contract timeframe is crossed. From an accounting perspective, the predating bills would be charged on the current project year's budget. As required, the 21-week tracking worksheet must be used to ensure that the 21 weeks of assistance is not exceeded.

22. **When a household begins receiving STRMU, an agency can pay utilities for the previous months. What if a client starts the program in June and receives utility assistance for that month plus the previous months of April and May that were past due? Does this count as one month of assistance or three months?**

The 21-week limit under STRMU is based on days of accrued costs. Therefore, if STRMU pays April (30 days), May (31 days), and June (30 days), then that will constitute 91 out of 147 days in a 52 week period (365 days for regular years and 366 days for leap years) – regardless of what day or month the check is cut.

23. **With regard to the 21-week rule for STRMU, what happens when the 21st week is in the middle of a month?**

You cannot exceed the 21-week limit. The household will have to pay the balance of what is due.

24. **What kinds of emergencies would qualify a household for STRMU services?**

An emergency is a situation that is short-term in nature and one that the case manager has reason to believe will put the client at risk of becoming homeless. To receive STRMU assistance a client must provide verifiable evidence of the outstanding obligation and evidence of his/her inability to make the monthly payments.

25. **To document STRMU need, is a default notice or eviction action required, as these can add late fees to our costs?**

Documentation in the form of a default/late payment notice is not required to demonstrate emergency housing need for STRMU. A late payment notice is only one of the methods that can be used to verify the debt; there may be a variety of other ways to verify amounts owed, including calling the utility company, landlord, or mortgage company directly prior to a late payment notice being issued, and thereby avoiding adding late fees as additional costs. This could involve a record of actual monthly bills for reoccurring cost, and evidence of the limited nature of household income along with limited available financial resources (i.e. balance on bank accounts). This could involve a case manager's assessment of "need" which includes a variety of elements such as current, previous and future month's financial situation/forecast, employment/benefits circumstances, and HIV/AIDS health-related conditions. A household budget review of these costs, and assessment of inability to meet such costs, could be done by a housing case manager as part of this documentation of this record.

26. **What are examples of circumstances an applicant may experience that may result in the need for emergency assistance in spite of having ongoing income sources?**

The applicant may be unable to pay rent, mortgage, and/or utilities because (a) the applicant is unable to work due to recent hospitalization and, therefore, received significantly less pay and unable to cover expenses; (b) the applicant had to recently purchase unexpected costly HIV medications or pay for unexpected medical expenses out of pocket; (c) the applicant was not hospitalized, but too ill to work in the recent past according to a physician's statement, and the client did not have a position where sick and annual leave was accrued; (d) the applicant left employment, has been declared presumptively eligible for disability benefits in writing, and is pending commencement of benefits; (e) the applicant has attempted, but been unsuccessful in collecting child support legally owed the applicant. This is not an exhaustive list.

27. **If an agency provides one month of STRMU assistance in March, then another month in September, then another month in December, do they need to fill out a termination form each time?**

No. Termination information must be collected only when the household is terminated from the program. However, the form is used to track service outcomes (TBRA, STRMU, FBHA, and Supportive Services) and should be updated as services start and end and as specific service outcomes are achieved. The outcome and termination form is a tool to assist Project Sponsors in tracking both service outcome data and termination data (if applicable) that must be reported to HUD.

28. **Can the Project Sponsor develop their own system to track the number of weeks a client receives STRMU services within a 52-week period?**

No. The Project Sponsor must use the client's first payment date to determine the 52-week period. This method is used because it is the most accurate with minimal rounding. HUD requires Project Sponsors to use the same method of tracking and must be applied uniformly and consistently for all Project Sponsors.

29. **Does HUD permit a waiver of the 21-week time limitation for STRMU?**

HUD regulations permit a waiver to be granted through the HUD Headquarters office on a case-by-case basis and approval can be granted only by the HUD Assistant Secretary for Community Planning and Development. HUD approval is rare and extraordinary and should not be expected by anyone assisted under this program.

30. **Is a Project Sponsor required to set an Annual STRMU Cap?**

No. The Project Sponsor may choose to set an Annual STRMU Cap based on available funds and clients' needs. If an Annual STRMU Cap is established, it must be in approval with the HRA, applied in a uniform, consistent, and non-discriminatory manner, and follow DSHS' Annual STRMU Cap formula. The Annual STRMU Cap can be used to calculate a monthly cap amount for clients and is also useful if the Project Sponsor wants to restrict eligibility for STRMU assistance to less than the 21-week period.

31. **If a STRMU payment is made for previous months, how is that tracked?**

A client's 52-week eligibility period starts the first day STRMU paid for accrued costs. If a STRMU payment is made on November 1 for the previous 2 months (September and October), the 52 week period would start on September 1st. In terms of tracking the amount of assistance, the amounts paid for September and October should be tracked as assistance for September and October in the STRMU Tracking Worksheet. In this 52-week period (September 1st – August 31st), the household cannot receive more than 147 days of assistance.

Or, a Project Sponsor could pay half of a utility bill with a service period that starts on September 24th and ends on October 23rd. The 52 week period would start on October 17th. This methodology treats HOPWA as the payer of last resort – the household is responsible for paying the first half of the service period and, with no other option to meet the household’s needs, the STRMU would pay the remaining amount. This places the 52 week start date on October 17th.

32. Is it the responsibility of the Project Sponsor to inspect a client’s housing for STRMU?

No. An inspection is not required for STRMU but the client must assure the Project Sponsor that the property is safe and decent. The case manager needs to ask some questions to confirm this statement as the Project Sponsor is ultimately responsible for ensuring this is true.

33. Why do STRMU clients need a Comprehensive Housing Plan?

All HOPWA clients are required to have a Housing Plan. Goals must be established for on-going housing stability for clients with referrals for access to medical treatment and supportive services. The purpose of the Housing Plan is to provide a tool for the client and case manager to achieve housing stability without long-term dependency on the HOPWA program.

34. What happens to the client’s household members if the client passes away before having received 21 weeks of STRMU assistance?

The Project Sponsor needs to have a policy that establishes a reasonable grace period for surviving beneficiaries of households receiving STRMU services. STRMU assistance is still needs-based and each request for financial assistance must be justified (STRMU should never be seen as an automatic 21-weeks of assistance). The grace period must be a minimum of one month at the time of death. It is advisable to limit this benefit to 2-4 months. Regardless, the 21-week assistance cap still applies. For more clarification, refer to §9.53 Grace Periods for Surviving or Remaining Household Members.

35. Is the rent for land to place a mobile trailer allowable for assistance?

Yes, the cost of land is always included in rent or mortgage payments and allowable.

36. Can HOPWA funds pay for a boat slip for a client living in a houseboat?

Yes, if the boat slip provides water and utility connections. See Appendix H.4 for Mobile Home requirements.

a) Due to limited funds and with the approval of the HRA, can a Project Sponsor allocate only for STRMU?

Project Sponsors must justify to the HRA the reason for providing only STRMU. For example, an acceptable justification may be that another community organization is meeting the need for TBRA. Project Sponsors should not decide to provide only one service based on administrative purposes. The decision should be based on the needs of the community.

A. Is a Termination form required at the end of the year for TBRA or FBHA clients continuing to the following year?

No. If a household will remain in the HOPWA program at the end of the program year, a termination form is not necessary because they are not being terminated from the HOPWA program. Annual recertification is all that is required, including completion of all new paperwork. See Section 13. Program Eligibility, 3. Annual and Interim Recertifications.

B. Does HOPWA allow the use of funds for late and reconnect fees?

Yes. Late and reconnect fees are allowable under STRMU, but not under TBRA or FBHA. Remember, households cannot receive TBRA, STRMU, or FBHA services at the same time, so if a household receiving TBRA services is charged a late fee, STRMU cannot pay that late fee.

C. Can a Project Sponsor choose not to pay late and/or reconnect fees?

Yes. Note, if the Project Sponsor chooses to not pay late and/or reconnect fees for any households, the Project Sponsor must have a local program policy stating that it will not pay late and/or reconnect fees and the policy must be approved by the HRA.

D. Is it necessary to obtain rental receipts?

No. It is not necessary that Project Sponsors obtain rental receipts from the landlords. However, rental receipts may serve as evidence of tenancy if the client's name is not on the lease or a lease is not available.

E. Is the HOPWA Program able to pay long distance phone charges?

Yes, but only at the program's discretion and if needed. Under Supportive Services, reasonable costs for long-distance services may be extended for clients in rural or small population areas to connect clients to supportive services and/or medical care.

F. Is a Project Sponsor required to allow assistance for security and utility deposits?

No. Project Sponsors may choose to provide PHP services based on current program funds, the need for move-in assistance within their HSDA, and capacity to maintain accounting records for returned security and utility deposits ("program income").

G. Can a Project Sponsor pay utility deposits as a Permanent Housing Placement service?

Yes. Security and utility deposits are eligible costs under PHP services.

H. Can you pay the first month's rent out of TBRA or TSH if a client pays for the security deposit?

Yes. In practice, however, this requires careful coordination with the owner. TBRA and TSH can pay first month's rent if a lease was already executed and the first month's rent was not paid by another source. (i.e., you need an executed lease before providing a unit of service under TBRA or TSH). Starting TBRA or TSH services on the first month of rent would require careful negotiation with the owner or representative because they are unlikely to execute a lease before receiving the first month's rent. The first month's rent is not a security deposit, so TBRA and TSH can be used to pay for the first month of rent. For example, PHP could pay for the security deposit and TBRA could then pay for the first month's rent. PHP does not necessarily have to pay the first month's rent, although it can.

I. Can the HRA provide guidance on rent standard and rent reasonableness requirements?

For TBRA or TSH services, the gross rent of the proposed unit must be at or below the lower of the rent standard or reasonable rent. If the gross rent of the proposed unit exceeds the lower of the rent standard or reasonable rent, the unit cannot be approved for TBRA or TSH services. This does not mean the household is ineligible for the HOPWA Program or unqualified for TBRA or TSH services per se, it only means that the proposed unit cannot be approved for TBRA or TSH services. If the gross rent of the proposed unit complies with these requirements, a household would never pay more than their calculated rent payment under 24 CFR §574.310(d), and a Project Sponsor would never pay more than the "Maximum Subsidy" under 24 CFR §574.320(a)(1).

Source	Text (<i>emphasis added</i>)
24 CFR §574.310	<p>A. Resident rent payment. Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:</p> <ol style="list-style-type: none"> 1. 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable; 2. 10 percent of the family's monthly gross income; or 3. If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.
24 CFR §574.320	<p>A. If grant funds are used to provide rental assistance, the following additional standards apply:</p> <ol style="list-style-type: none"> 1. Maximum subsidy. The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between: <ol style="list-style-type: none"> i. The lower of the rent standard or reasonable rent for the unit; and ii. The resident's rent payment calculated under §574.310(d). <p>NOTE: The “Maximum Subsidy” is the monthly amount of TBRA or TSH funds that <i>could</i> be paid to an owner if a client is searching for a unit that complies with rent standard and rent reasonableness requirements. Really, the actual assistance pays the difference between the contractual rent to the owner and the household’s calculated rent payment.</p>
Rental Assistance Guidebook	<p>Clients must find housing with rents that comply with both the rent standard and the reasonable rent. Otherwise, the grantee may not provide rental assistance (page 82).</p> <p>An important point about the rent standard is that it includes both rent and utilities (page 83).</p> <p>As a final review to ensure that the total rent plus utilities (proposed gross rent) does not exceed the rent standard used by the program, the utility allowance should be added to the total rent to be charged by the landlord. If this amount exceeds the rent standard, then final calculation of the client rental share and the utility allowance will need to be recalculated (page 93).</p>

J. For TBRA, what if the unit does not comply with rent standard and rent reasonableness requirements?

In short:

1. The household could relocate to a unit that complies with rent standard/rent reasonableness requirements,
2. The household could find another household to split housing costs with provided there are enough bedrooms to accommodate both households (shared housing arrangement),
3. The household could negotiate a new rent with the owner, or
4. On a unit by unit basis, the grantee may increase the rent standard by up to 10 percent for up to 20 percent of the units assisted (in other words, Project Sponsors may use 110 percent of the rent standard for 2 out of 10 of the combined households that receive TBRA or TSH services in a given program year). Project Sponsors must collaborate with the HRA to develop a Rent Standard Increase policy and tracking method before increasing the rent standard for a proposed unit.

A Rent Standard Increase policy should describe the circumstances in which a Project Sponsor would increase the rent standard for a proposed unit. When will the Project Sponsor make this exception? Are there certain conditions or considerations the Project Sponsor will prioritize in making this exception? For example, the exception could be granted to a household that needs to be closer to a medical provider in the center of town where housing costs are higher. The policy should be implemented in a uniform, consistent, and non-discriminatory manner.

K. For rental assistance, can a couple have a two bedroom unit? What if the couple requires two bedrooms for medical reasons (e.g., one person is incontinent, has sleep apnea, etc.)?

Generally, a couple only needs one bedroom. The intent of TBRA and TSH Occupancy Standards is to provide smallest number of bedrooms needed by a household without overcrowding. In determining unit size for a particular household, Project Sponsors may grant exception to the Occupancy Standards if the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances. Exceptions must be documented by Project Sponsors in the household's file. Yes, Project Sponsors can make an exception to the Occupancy Standards for medical reasons if adequately justified. Also, if the individual needs a separate bedroom because of a disabling condition, Project Sponsors could grant a reasonable accommodation (see Section 8: Fair Housing, Nondiscrimination, and Equal Opportunity, 5. Reasonable Accommodations).

L. For rental assistance, if more than one adult household member is living with HIV, would the additional adults qualify for a dependent deduction?

It depends on if the other adults living with HIV have been designated as the head of the household, co-head, spouse, or sole member. Some household members may never qualify as dependents regardless of age, disability (including HIV), or student status. The head of the household, co-head, spouse, or sole member may never qualify as dependents. Also, a foster child, foster adult, an unborn child, a child who has not yet joined the household or a live-in aide may never be counted as a dependent. For example, if the other adult member living with HIV is a significant other and designated as a co-head or spouse, this member would not qualify as a dependent.

M. For rental assistance, can an undocumented household member qualify for a dependent deduction?

No, not because they are undocumented. The dependent deduction is for each household member (with the exceptions noted in Question 49) who is under 18 years of age, a person with disabilities; or a full-time student of any age.

N. Our household lives in a rural county. The county doesn't have a housing authority. We are having trouble obtaining a utility allowance schedule for the Rent Standard and Rent Reasonableness Certification. What should we do?

Project Sponsors should contact the housing authority that is nearest to the household. The housing authority does not necessarily have to be located in the same county as the household. After locating the nearest housing authority, Project Sponsors must keep a copy of the utility allowance schedule they used in the household's file.

O. Can the HRA explain the recent changes to Earned Income Disregard?

In short, a qualifying household member receiving TBRA or TSH services will have a 730-day clock divided into a 365-day 100 percent-Clock and a 365-day 50 percent-Clock. Previously, a qualifying household member had four years to use 365 cumulative days of 100 percent and 365 cumulative days of 50 percent. The regulations for EID at 24 CFR §5.617 were amended on 03/08/2016 per HUD's [Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs Final Rule](#). Here are some excerpts from the rule:

"HUD's intent in this rulemaking, with respect to EID, is to streamline the EID tracking process by reducing the time during which a program participant may be eligible to receive the benefit of the EID."

"For all HUD programs that require an EID, HUD is retaining the ability of these residents to start and stop employment and still retain the benefit of the EID. However, these residents may only receive the benefit for up to 24 consecutive months from the date of initial increase in annual income. If an individual becomes eligible to receive the EID, the 24-month period will not stop if the circumstance that triggered the EID ceases; however, if the individual experiences an event that would again provide an EID benefit during the 24-month period, then the individual will be provided the rent incentive. This change eliminates the burdensome process of tracking EID starts and stops over a 48-month time period, but still provides some flexibility to tenants to receive the EID if they again obtain employment."

"HUD will retain the one-time EID eligibility. Specifically, after the expiration of the 24-month period, individuals will be ineligible to receive subsequent EID benefits. HUD believes that these changes maintain the balance that HUD seeks to incentivize employment among residents while reducing the burden of administering the benefit."

As a result of this change, the 2017 release of **Form I: Rental Assistance Worksheet** contains the following updates:

- a. EID Clock changed to 730 days
- b. 100 percent phase: Changed from a "365 days used" tracker to a "365 days spent" clock

- c. 50 percent phase: Changed from a “365 days used” tracker to a “365 days spent” clock
- d. The amount of disregard above the baseline will simply depend on the clock phase, not the number of days they have used based on the number of cumulative days employed.

Households and Shared Housing Arrangements

1. What is the difference between the client household and roommate households?

An applicant must identify individuals living in the unit as either household members or roommates when applying for assistance, or at renewal. Household membership is defined by the household, not by blood or marital relationship. A roommate relationship is established for the purposes of sharing rent and utility bills in return for receiving a share of the space available. In shared housing arrangements where two or more unrelated households live together, Project Sponsors may not extend grace periods to roommates or other households. Grace periods may be extended only to surviving or remaining household members who were already enrolled in the program.

2. Can a client rent a room or property from family?

The shared housing regulations at 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Also, per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. However, Project Sponsors may grant exception to these regulations if they determine that approving the unit would provide reasonable accommodation for a household member who is a person with disabilities.

For example, a reasonable accommodation would permit a ‘person with disabilities,’ including persons with HIV/AIDS, to receive benefits when housed with a family member who owns or rents the housing unit if it is determined by a physician that living with the family member is important to the client’s overall health and welfare. In such situations, the resident owner’s income is not to be counted in determining the household’s income eligibility for the program. Such payments are based on the number of bedrooms that the person with disabilities occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rental fees available in comparable unassisted units.

To further clarify, a reasonable accommodation is permitted for clients who need to stay in place as an accommodation for their disability. If able, a client can make a reasonable accommodation request in writing, however, if the client is unable, they may have someone assist them with the request. Project Sponsors may also ask for written verification from a healthcare provider or someone knowledgeable about the person’s disability as back-up for the file. A reasonable accommodation should not be used merely as a mechanism for clients not to have to move or in an effort to exclude additional household member’s income that would normally be considered when determining income eligibility – but be legitimately due to their particular disability. Overall, the process for requesting and approving reasonable accommodations shouldn’t be complicated, and generally, in other housing programs such as Section 8, reasonable requests are more often approved than not. See the decision tree under Appendix H.10: “Can I Pay this Owner?” for additional guidance.

3. **If someone is married and both people receive Social Security or other income, with one spouse being the sole care giver for the other, do we have to include the caregiver's income in the computation?**

Yes, a married partner cannot be considered a live-in aide. Per 24 CFR §813.102, a live-in aide as a person who resides with an elderly, disabled, or handicapped person or persons and who (a) is determined to be essential to the care and welfare of the person(s), (b) is not obligated to support the person(s), and (c) would not be living in the unit except to provide necessary supportive services.

4. **Can an applicant household with a child who does not live with them include the child as part of the application?**

No, the dependent child must live in the household at least 51 percent of the time to be included as a household member.

5. **If two single-person households live together in a shared housing arrangement (i.e., roommates) but then decide to get married (i.e., the roommate joins the client's household), what type of documentation/paperwork needs to be done?**

Conduct an interim recertification to document the change in household composition and assess other factors related to eligibility.

6. **When someone is renting a room/bathroom with kitchen privileges, do we treat it the same as sharing an apartment with someone?**

Yes. This concern relates to TBRA and TSH shared housing arrangements (see Appendix H.8: Rental Assistance Instructions for Shared Housing Arrangements). Of the number of bedrooms available in the unit, the household is responsible for paying rent in proportion to the number bedrooms it occupies.

Other Questions

1. **Can we prorate bills or rent when someone moves into a place or is approved for HOPWA after the first of the month, or do we wait until the next full month to start?**

Yes, Project Sponsors can pay for a partial month.

2. **When a formal lease agreement is not available, what type of documentation is needed for HOPWA assistance?**

An executed formal lease is preferred because it (a) confirms residency for program eligibility, (b) confirms tenancy as a prerequisite for TBRA, STRMU, and TSH services, and (c) is a supporting document for housing assistance payments. Also, an executed formal lease affords legal protections to households and contributes to housing stability. Sample leases can be found online and used by owners. If Project Sponsors cannot obtain an executed formal lease, a letter signed and dated by the landlord and the client is acceptable if it contains the following information: Address of unit, amount of rent, due date of rent, period covered by the lease, whether utilities are included in the rent and what kinds, and the address and phone number of the owner or other individual to whom payment is to be made (see Appendix H.9: Tenant Lease Provisions for additional guidance).

3. **For rental assistance, do the FMR and community-wide exception rent standard tables include utilities?**

Yes, these tables include the cost of utilities (not phone, internet, or cable).

4. **What are the penalties for clients receiving HOPWA who violate their lease?**

The client may be terminated if the client violates the terms of their lease/rental agreement. All Project Sponsor termination policies and procedures must be followed. If the client is evicted, but will not be terminated from the program, the client may receive Permanent Housing Placement services as a rapid-rehousing intervention.

5. What is the liability of the Project Sponsor under the Housing Quality Standards?

None. The inspection is not a declaration to the client that his home is a safe environment and should not be represented that way. Housing Quality is a qualifying criterion for receiving the service, just as is low income. In addition, the Housing Quality Standards form states that the person doing the inspection has inspected the property to the best of his/her ability. This does not imply any professional liability. Only STRMU and PHP clients must self-certify that the housing is safe, decent, and sanitary. If PHP will be followed by TBRA or TSH services, Project Sponsors should inspect.

6. How does the Project Sponsor ensure smoke detector compliance without an inspection?

TBRA and TSH services require an inspection, but STRMU, STSH, and PHP services do not. For STRMU, STSH, and PHP, clients self-certify the presence of functional smoke detectors using the Housing Quality Standards Certification.

7. What if accepting the Housing Choice Voucher (HCV) would place an undue burden on the client?

A waiver is required if the client cannot accept the HCV when it is offered. The justification must describe the reasons for declining HCV and must be approved by the HRA.

8. If a client was terminated from the program, do they have the right to reapply for the program the following month?

Yes. There is no clock-time limitation between program enrollment periods. Project Sponsors should have a termination policy that notes the length of time a client will have to wait to reapply for the program or for specific program services after termination if they choose to implement a time limitation.

Reporting Questions

1. If a Project Sponsor receives a refund for a security/utility deposit from a vendor, what do we do with it?

- 1.** If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is still contracted to provide HOPWA services, the Project Sponsor must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from the HRA. Project Sponsors must report security/utility deposit refunds (credits) as program income on the Program Progress Report (PPR) and on the Program Income line of Form 269a, Financial Status Report.
- 2.** If a Project Sponsor receives a security/utility deposit refund from a vendor and the Project Sponsor is no longer contracted to provide HOPWA services, the Project Sponsor must return the remaining funds to the HRA. The HRA must use all returned funds to pay other HOPWA expenses incurred during the current program year before requesting further reimbursement from DSHS.

2. What is a unit of service for HOPWA?

A unit of service would be one service transaction (e.g., one TBRA payment or one STRMU payment).

3. **Do the reports submitted to the HRA by HOPWA Project Sponsors provide cumulative numbers of unduplicated clients (household members) served during the reporting period? How do we determine an unduplicated client?**

Yes, Project Sponsors report cumulative unduplicated numbers served during the reporting period. An unduplicated client is a client counted only once during the reporting period, even if the client received more than one type of service during that period.

APPENDIX H.8: Rental Assistance Instructions for Shared Housing Arrangements

Per 24 CFR §574.320(b), shared housing arrangements where two or more unrelated households live together are allowable under TBRA and TSH services. Shared housing can often be a cost effective alternative to individual housing arrangements. Shared housing arrangements should be voluntary. The general requirements for shared housing, including qualifications, rent standard, and rent reasonableness, are provided in this Appendix.

Qualifications

To qualify for shared housing, the unit size must be able to accommodate the household size based on TBRA and TSH Occupancy Standards. Each unrelated household should have enough bedrooms to accommodate their household members, while not sharing private space with other households in the unit. The unit must meet all Housing Quality Standards (see Section 10. Housing Quality Standards). Additionally, the shared housing regulations at 24 CFR §982.615(b)(3) state that "an assisted person may not be related by blood or marriage to a resident owner." Per 24 CFR §982.306(d), Project Sponsors cannot provide housing assistance if the unit owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. Project Sponsors may grant exception to these regulations if they determine that approving the unit would provide reasonable accommodation for a household member who is a person with disabilities (see **Appendix H.10**: "Can I Pay this Owner?"). Project Sponsors must use the following process when completing **Form H: Rent Standard and Rent Reasonableness Certification** for households in shared housing arrangements that will receive TBRA or TSH services:

Rent Standard

In shared housing, the rent standard still applies and Project Sponsors must ensure that the gross rent of the proposed unit does not exceed the rent standard. The rent standard for shared housing is the lower of:

1. **Rent Standard for the size of the private space that the household will use**
For example, if a household will use two bedrooms out of three bedrooms, select the rent standard for a two-bedroom. Enter the value on Form H under Rent Standard.
OR
2. **Rent Standard for the pro-rata share of the private space as compared to the total space in the unit**
Divide the total space the household will use by the total private space available to determine the pro-rata share. For example, if a household will use two bedrooms out of three bedrooms, divide the rent standard for a three-bedroom by 3 and multiply the quotient by 2. Enter the product on Form H under Rent Standard.

Rent Reasonableness

In shared housing, rent reasonableness still applies and Project Sponsors must ensure that the gross rent of the proposed unit does not exceed the average gross rent of the comparison units. The reasonable rent for shared housing is the lower of the following:

3. **If the rent standard for the size of the private space is used, then comparison units should have this unit size**

In the above example, if the rent standard for a two-bedroom was lower than the pro-rata shared rent, then comparison units should have two bedrooms. Enter two-bedroom units with full rent on Form H under Rent Reasonableness.

OR

4. **If the rent standard for the pro-rata share of the private space as compared to the total space in the unit is used, then comparison units should have the same number of total bedrooms**

In the above example, if the pro-rata shared rent for two out of three bedrooms was lower than the rent standard for a two-bedroom, then comparison units should have three bedrooms. Enter three-bedroom units with pro-rated rent on Form H under Rent Reasonableness. The rents of the comparison units must be figured using the same pro-rata share. If the comparison unit rent is \$600.00 and the household will occupy 2 out of 3 bedrooms, the comparison unit rent will be figured as \$400.00 ($(\$600.00/3)*2 = \400.00).

NOTE: When utilities are not included in the rent and the household will receive a utility allowance, the applicable utility allowance must be figured in the same manner as the rent (by number of bedrooms or pro-rata share of space). For rent reasonableness comparison units, applicable utility allowances must also be figured in the same manner as the rent).

APPENDIX H.9: Tenant Lease Provisions

(Source: HOPWA Rental Assistance Guidebook, Chapter 5: Program Operations. HOPWA Grantee Oversight Resource Guide, Leases)

Project Sponsors should ensure that prospective leases for TBRA and STSH services include and exclude certain provisions as described in this Appendix. Program staff should review prospective leases to ensure they meet any additional requirements developed by the Project Sponsor. Households should not be directed to sign a lease until this review is complete. Generally, the lease should be for not less than one year and should allow for renewal after that period. However, Project Sponsors may approve a shorter initial lease if it would improve housing opportunities for a household and such shorter term is the prevailing local market practice. Executed leases (i.e., signed and dated by all parties) must be maintained in each household's file. In shared housing arrangements where two or more unrelated households live together, Project Sponsors must obtain a written roommate agreement with a breakout of each household's share of the total rent to the owner.

The following provisions should be included in the lease or added as a lease addendum:

1. Details about the rental amount, including tenant and rental program shares of the rent to be paid monthly
1. List of utilities to be paid or provided by owner and those to be paid by tenant
2. List of appliances to be provided by owner
3. Explanation of owner's responsibility for maintenance and services
4. Condition(s) necessary for eviction
5. Prohibition against discrimination
6. Amount of security deposit and who will pay it
7. Names of all occupants that will be living in the unit

The following provisions should be excluded from the lease:

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
2. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties (Note: This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.)
3. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent
4. *Waiver of notice.* Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant
5. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties

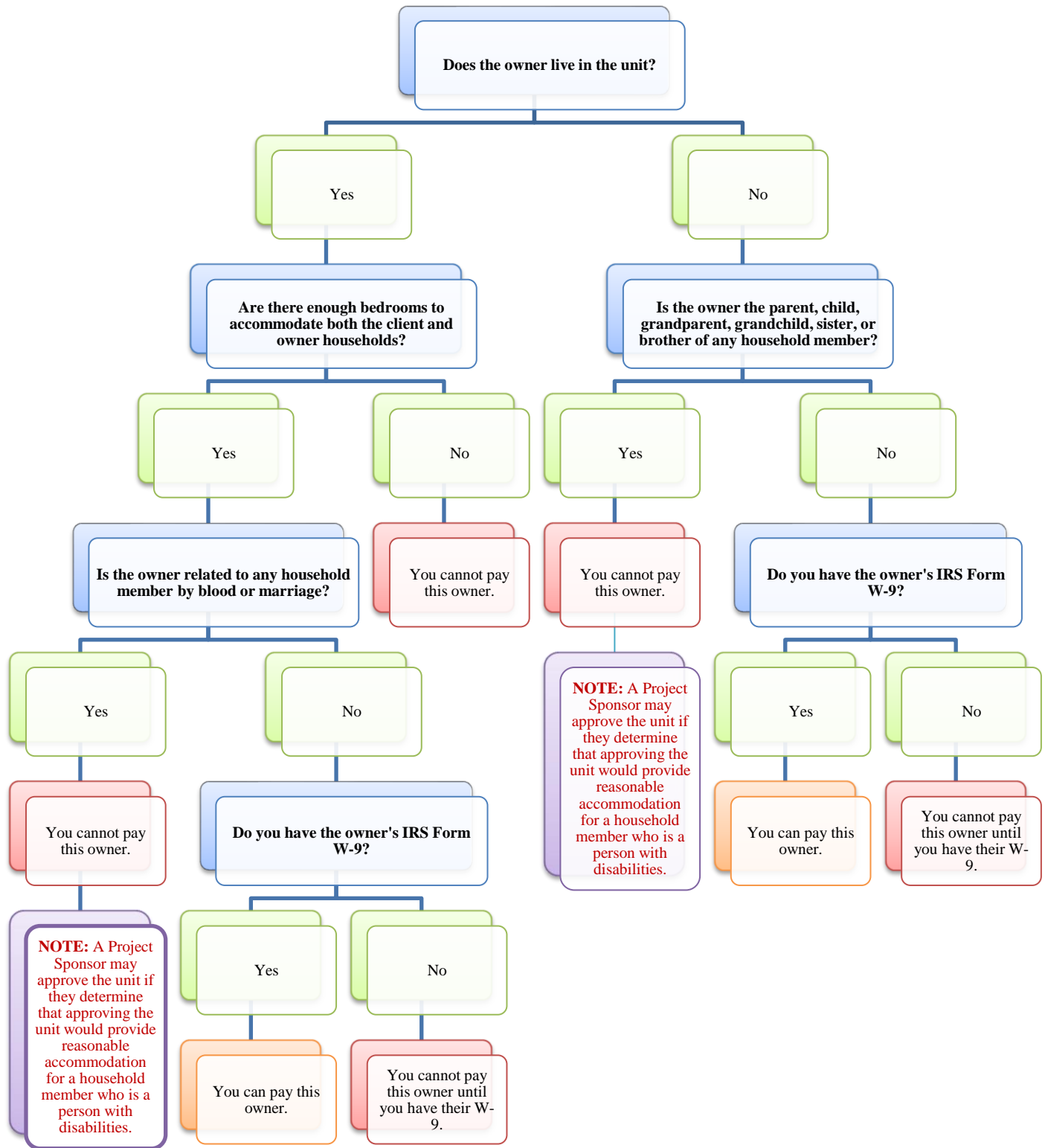
6. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease
7. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant (Note: The tenant may be obligated to pay costs if the tenant loses.)
8. *Payment of additional rent or fees to landlord.* Agreement by the tenant to pay additional rent or fees to the owner out of pocket once occupancy takes place

The terms should allow the owner to terminate or not renew the lease only for the following reasons:

9. Serious or repeated violation of the terms and conditions of the lease
10. Violations of applicable Federal, state, or local law
11. For other good cause

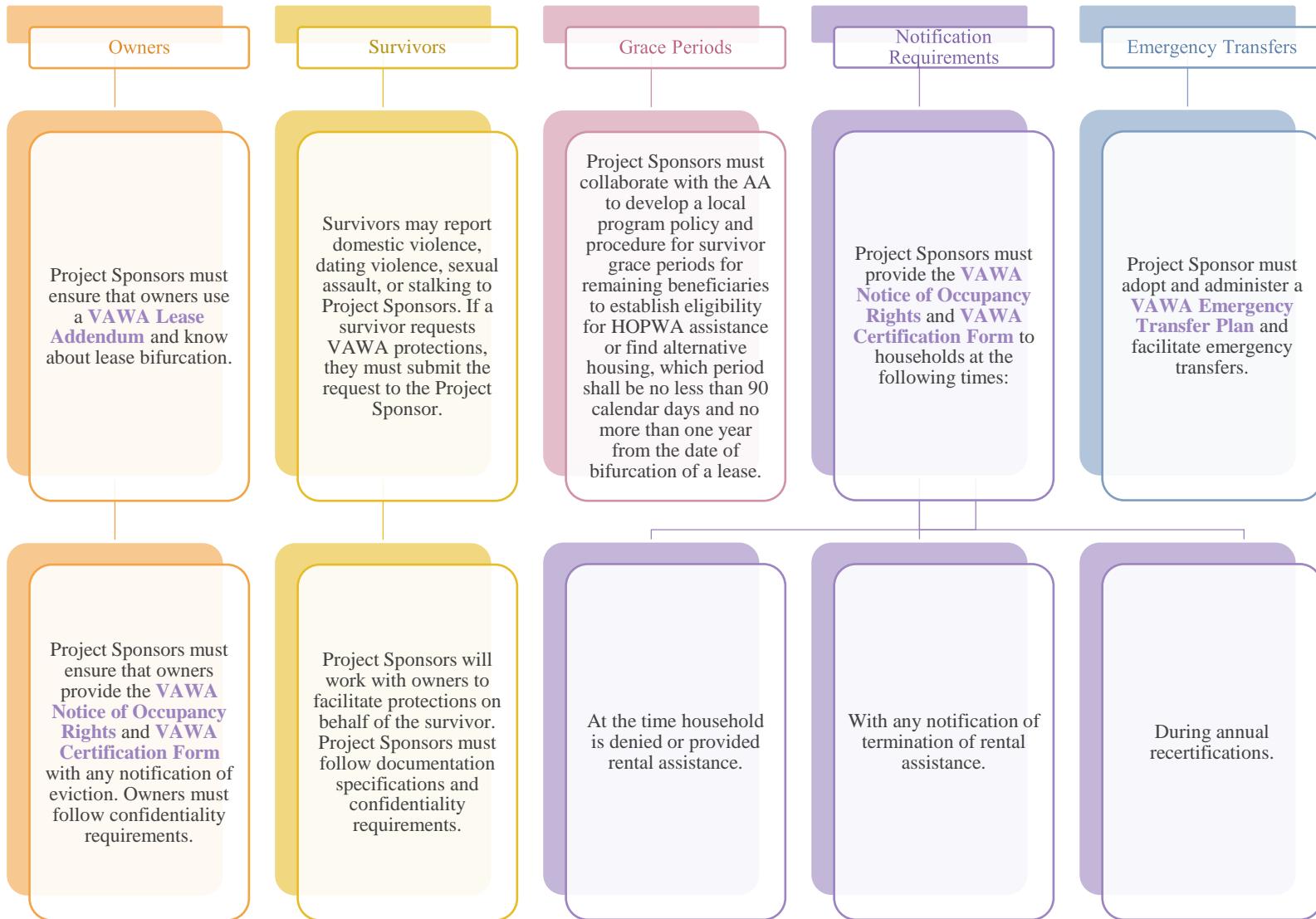
APPENDIX H.10: “Can I Pay this Owner?”

Source: 24 CFR §982.615(b)(3), §982.306(d))



APPENDIX H.11: VAWA Requirements for Rental Assistance Services

(Source: 24 CFR §5, Subpart L; §574.310; §574.460; §574.530, §574.604)



Owners

- Owners must use the **VAWA Lease Addendum**. The Addendum incorporates eviction prohibitions, lease construction provisions, and the confidentiality of documentation submitted by survivors requesting emergency transfers and of each survivor's housing location.
- The **VAWA Lease Addendum** provides that the survivor may terminate the lease without penalty if the survivor has met the requirements for emergency transfer.
- Owners must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** with any notification of eviction they provide to the household.
- Owners may bifurcate a lease in order to evict a perpetrator without regard to whether the perpetrator is a signatory to the lease and without evicting or otherwise penalizing a survivor or other beneficiaries.
- If an owner will bifurcate a lease, they must do so in accordance with Federal, State, or local law for lease termination.

Survivors

- These protections are for survivors of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by VAWA.
- Protections are not limited to women; VAWA covers survivors regardless of sex, sexual orientation, or gender identity. Survivors cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.
- If a survivor requests protections, they must submit the request to the Project Sponsor. The Project Sponsor will work with the owner to facilitate protections on the survivor's behalf. Project Sponsors must follow the documentation and confidentiality requirements.
- Project Sponsors are also responsible for determining on a case-by-case basis whether to provide rental assistance to remaining beneficiaries if lease bifurcation or an emergency transfer results in division of the household.
- Project Sponsors should undertake whatever actions permissible and feasible to assist a survivor to remain in their unit or transfer to a new unit, and for the Project Sponsor to bear the costs of any transfer, where permissible.

Grace Periods

- Project Sponsors must collaborate with the AA to develop a local program policy and procedure for reasonable survivor grace periods. Among other grace period considerations, the policy must address VAWA lease bifurcations where the perpetrator is the eligible individual and the survivor is a remaining beneficiary.
- Project Sponsors must provide the survivor and remaining beneficiaries a period which shall be no less than 90 calendar days and no more than one year from the date of lease bifurcation to: Establish eligibility for the DSHS HOPWA Program, another housing program, or find alternative housing.
- Project Sponsors must notify the survivor and remaining beneficiaries of the duration of the grace period and may assist them with information on other available housing programs and with moving expenses.
- Project Sponsors must provide housing assistance and supportive services to the survivor and remaining beneficiaries during the grace period.

Notification Requirements

- Project Sponsors must provide the **VAWA Notice of Occupancy Rights** and **VAWA Certification Form** to households at the following times: At the time the household is denied or provided rental assistance, with any notification of termination of rental assistance, and during annual recertifications.
- The Notice and Certification must be made available in multiple languages.
- The **VAWA Notice of Occupancy Rights** explains the VAWA protections and any limitations on those protections.
- In the event of an incident, Project Sponsors may request, in writing, that the survivor submit documentation as specified under Permissible Documentation.

Emergency Transfers

- Project Sponsors must adopt the **VAWA Emergency Transfer Plan**. The Plan describes the procedure for survivors who meet emergency transfer requirements to move quickly with continued rental assistance. Project Sponsors must make its Plan available upon request and, when feasible, must make its plan publicly available.
- To qualify for emergency transfer, the survivor must request a transfer in writing using the **VAWA Emergency Transfer Form**. The Form must be made available in multiple languages. Project Sponsors must provide reasonable accommodations to this policy for survivors with disabilities. Also, the survivor must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy.
- If they are a survivor of sexual assault, they must reasonably believe there is an actual and imminent threat if they remain within the same unit they currently occupy, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the emergency transfer request.
- The Plan may require a survivor requesting emergency transfer to submit documentation as specified under Permissible Documentation.
- Project Sponsors must maintain emergency transfer data, including outcome data for each request, and report this data to HUD annually. Project Sponsors must ensure that emergency transfer records are maintained for a 4-year period.

Request for Documentation

- If an applicant or beneficiary informs a Project Sponsor they are a survivor, the Project Sponsor may request, in writing, that the applicant or beneficiary submit the documentation specified under Permissible Documentation.
- Project Sponsors are not required to request that an applicant or beneficiary submit documentation of survivor status.
- If an applicant or beneficiary does not provide the requested documentation within 14 business days after the date they receive the request in writing, the Project Sponsor may:
 - Deny admission by the applicant or beneficiary to the DSHS HOPWA Program;
 - Deny housing assistance and supportive services to the applicant or beneficiary;
 - Terminate the participation of the beneficiary in the DSHS HOPWA Program; or
 - At the Project Sponsor's discretion, extend the 14-business-day deadline.

Permissible Documentation & Submission Requirements

- In response to a written request from the Project Sponsor, the applicant or beneficiary may submit as documentation any one of the following items, where it is at the discretion of the applicant or beneficiary which one of the following forms of documentation to submit:
 - The **VAWA Certification Form**, which:
 - States that the applicant or beneficiary is a survivor;
 - Describes the incident; and
 - Includes the name of the perpetrator if it is known and safe to provide; or
 - A document:
 - Signed by an employee, agent, or volunteer of a survivor service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the survivor has sought assistance relating to the incident or the effects of abuse;
 - Signed by the applicant or beneficiary; and
 - That specifies, under penalty of perjury, that the professional believes the incident occurred, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - At the Project Sponsor's discretion, a statement or other evidence provided by the applicant or beneficiary.
- If a Project Sponsor receives documentation that contains conflicting information (including Certification Forms from two or more beneficiaries of a household each claiming to be a survivor and naming another beneficiary as the perpetrator), the Project Sponsor may require an applicant or beneficiary to submit third-party documentation, as described above, within 30 calendar days of the date of the request for the third-party documentation.

Confidentiality

- If an applicant or beneficiary submits documentation of survivor status (confidential information) to a Project Sponsor, the Project Sponsor must maintain the documentation in strict confidence.
- Project Sponsors shall not allow any staff to have access to confidential information unless explicitly authorized by the Project Sponsor for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- Project Sponsors shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
 - Requested or consented to in writing by the survivor in a time-limited release;
 - Required for use in an eviction proceeding or hearing regarding termination of assistance from the DSHS HOPWA Program; or
 - Otherwise required by applicable law.

Prohibited basis for denial or termination of assistance or eviction

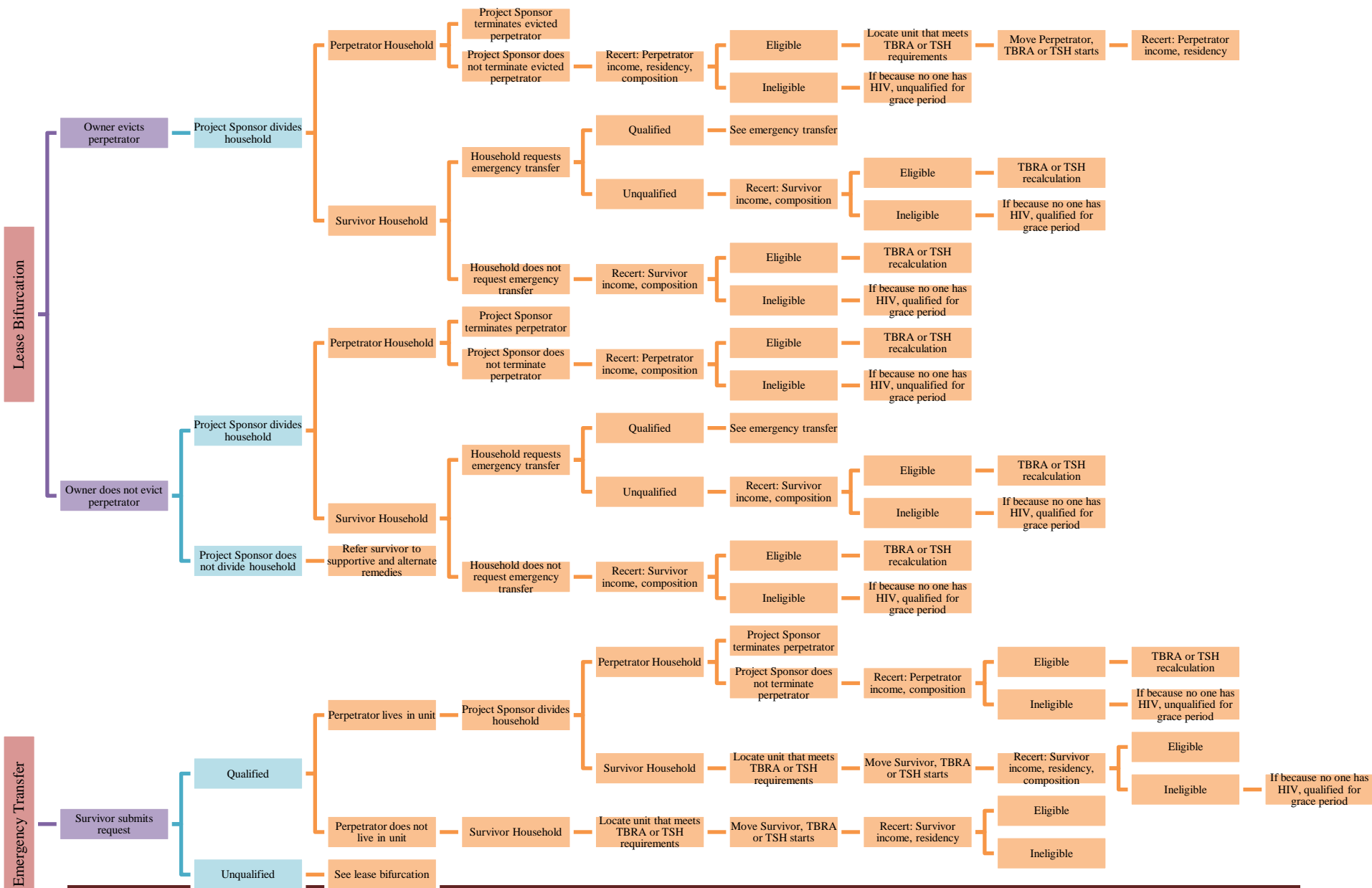
- An applicant or beneficiary of the DSHS HOPWA Program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the unit on the basis or as a direct result of the fact that the applicant or beneficiary is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, if the applicant or beneficiary otherwise qualifies for admission, assistance, participation, or occupancy.
- A beneficiary of the DSHS HOPWA Program may not be denied assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - The criminal activity is perpetrated by a household member, guest, or other person under the control of the household; and
 - A beneficiary is the survivor or threatened survivor of such domestic violence, dating violence, sexual assault, or stalking.

Construction of lease terms and terms of assistance

- An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:
 - A serious or repeated violation of an executed lease by the survivor or threatened survivor of such incident; or
 - Good cause for terminating the assistance, tenancy, or occupancy rights under the DSHS HOPWA Program of the survivor or threatened survivor of such incident.

Limitations of VAWA protections

- VAWA does not limit the authority of owners or Project Sponsors, when notified of a court order, to comply with a court order with respect to:
 - The rights of access or control of property, including civil protection orders issued to protect a survivor of domestic violence, dating violence, sexual assault, or stalking; or
 - The distribution or possession of property among beneficiaries.
- VAWA does not limit the authority of owners or Project Sponsors to evict or terminate assistance to a household for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against beneficiaries. However, owners or Project Sponsors must not subject a beneficiary, who is or has been a survivor of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with a beneficiary who is or has been a survivor of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other beneficiaries in determining whether to evict or terminate assistance.
- VAWA does not limit the authority of owners or Project Sponsors to terminate assistance to or evict a household if the owner or Project Sponsor can demonstrate an actual and imminent threat to other households or those employed at or providing service to property of the owner or Project Sponsor would be present if that beneficiary or household is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR §5.2003.
- Any eviction or termination of assistance should be utilized by owners or Project Sponsors only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the survivor to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual beneficiaries.



APPENDIX H.12: Housing Authorities Outside of the Austin-Round Rock MSA

Housing Authority	FMR Rate	Contact Information
Bastrop Housing Authority	HUD Based FMR	512-321-3398
Elgin Housing Authority	HUD Based FMR and Local FMR	512-281-2772
Housing Authority City of Kyle	HUD Based FMR	512-268-7801
Round Rock Housing Authority	HUD Based FMR	512-255-3702
Georgetown Housing Authority	HUD Based FMR	512-863-5565

For more information on Elgin Housing Authority FMR, please visit: <https://www.haelgin.org/wp-content/uploads/2022/11/Public-Notice-Payment-Standards-2023.pdf>

Appendix H.13: Client Grievance Form and Authorization to Release Confidential Information

Client Grievance Form Austin Ryan White Program



Please submit this form by email to: HIV Resources Administration Program
Jennifer La Blanc, MS
Clinical Quality Management Coordinator
Jennifer.LaBlanc@austintexas.gov

Date complaint submitted:

Complaint submitted by:

Name:	Email Address:
Address:	Phone:
City, State, Zip:	Alternate Phone:

Please answer the following questions. Use additional pages, if necessary, to provide detailed answers.

Against which agency is your grievance?

What was the original conflict or complaint with the agency named above?

What did the agency do to try and resolve your grievance?

What solution or remedy are you looking for in making this complaint?

What additional information is needed in order to complete the investigation?

I affirm that the above statements are true and accurate to the best of my knowledge.

Signature

Date

Sections below are to be completed by the Administrative Agency representative.

Additional notes:

Final determination:

Authorization to Release Confidential Information

Name:
(Name of Client)

Address:
(Street Number, Post Office Box, Route Number) (City) (State) (Zip Code)

I authorize the following health care provider, attorney, counselor, school, etc.:

Jennifer La Blanc, HIV Resource Administration Program
(Individual, Physician, Hospital, Clinic, Attorney, Counselor, School, etc.)
7201 Levander Loop Building H Austin TX 78721
(Street Number, Post Office Box, Route Number) (City) (State) (Zip Code)

to release the following specific confidential information:

Yes () No () Developmental Information. Indicate specific information:

 Yes () No () Educational Plan. Indicate specific information:

 Yes () No () Financial Information. Indicate specific information:

 Yes () No () Legal Information. Indicate specific information:

 Yes () No () Medical Information. Indicate specific information:

 Yes () No () HIV-Related Information. Indicate specific information:

 Yes () No () Psychological Reports. Indicate specific information:

 Yes () No () Social History. Indicate specific information:

 Yes () No () Other. Indicate specific information:

 to the following individual:

(Name or Position of Individual / Organization, if any represented)

(Street Number, Post Office Box, Route Number) (City)

(State)

(Zip Code)

The information released may be used by the individual, or the organization represented by the individual for the following purpose(s):

I understand that: 1) I may revoke this authorization in writing by contacting the HIV Resource Administration Unit that obtained the authorization; 2) this authorization will not affect treatment, payment, enrollment, or eligibility for benefits; and 3) information disclosed as a result of this authorization could be subject to re-disclosure as authorized by law.

EXPIRATION DATE: This authorization will expire on [date or event] (If no date or event is stated, expiration is one year from the signature date.)

This form () was read by me () was read to me and I understand its meaning. All the blanks were filled in before the form was signed by me.

Signature

(Print / Type Name of Person Authorized to Consent to Release of Information)

(Signature of Authorized Person)

(Address) (Telephone) (Date)

Autorización para Revelar Información Confidencial

Nombre: (Nombre del cliente)

Domicilio: (Calle y número de su domicilio) (Ciudad) (Estado) (C.P.)

Yo autorizo que el proveedor de servicios de salud, abogado, consejero, escuela, etc.:

Jennifer La Blanc, HIV Resource Administration Program

(Individuo, doctor, hospital, clínica, abogado, etc.)

7201 Levander Loop Building H

Austin

TX

78721

(Calle y número de su domicilio)

(Ciudad) (Estado) (C.P.)

revele la siguiente información confidencial:

Sí () No () Información del desarrollo. Indique información específica:

Sí () No () El plan educacional. Indique información específica:

Sí () No () Información financiera. Indique información específica:

Sí () No () Información legal. Indique información específica:

Sí () No () Información médica. Indique información específica:

Sí () No () Información sobre al Virus de Inmunodeficiencia Humana (VIH). Indique información específica:

Sí () No () Información psicológico. Indique información específica:

Sí () No () Información sociológico. Indique información específica:

Sí () No () Otra información. Indique información específica:
_ al siguiente individuo:

(Nombre o posición / del individuo / organización, si representa a alguna)

(Calle y número de su domicilio) (Ciudad) (Estado) (C.P.)

Esta información revelada puede ser usada por el individuo, o la organización representada por el individuo para las siguientes propósitos:

- -

ESTA AUTORIZACIÓN ES EFECTIVA HASTA QUE YO LO RENUNCIE EN MANO ESCRITA.

Yo lee esta forma () Me leyeron esta forma y yo entiendo lo que quiere decir (). Todos las líneas fueron llenadas antes que la forma fue firmada por me.

-

Firma

(Imprima el nombre de la persona autorizada para consentir la revelación de información)

(Firma de la personal autorizada para dar permiso para revelar información)

(Nombre de la calle y número de su domicilio) (Número de teléfono) (Fecha)

)

Instructions for Obtaining Consent to Release Medical Information

Information contained in client records is confidential. With certain exceptions, the release of medical records is prohibited by the provisions of the Medical Practice Act (Article 4495b, V.T.C.S.). In addition, social, financial, educational and other types of information in client files may be protected by a constitutional or common law right to privacy. There are civil and criminal penalties for the unauthorized release of such information.

The Medical Practice Act, the common law and the Constitution permit a health care provider to release these types of information from an individual's record with the consent of the individual or a person authorized to consent for the individual. For example, the Medical Practice Act states:

Occupations Code Sec. 159.005(a)(1-5) and (b). Consent for the release of confidential information must be in writing and signed by the patient, or a parent or legal guardian if the patient is a minor, or a legal guardian if the patient has been adjudicated incompetent to manage his personal affairs or an attorney ad litem appointed for the patient, as authorized by the Texas Mental Health Code; the Persons With Mental Retardation Act; Chapter XIII, Texas Probate Code, and Subtitle B Title 5, Family Code; or a personal representative if the patient is deceased, provided that the written consent specifies the following:

1. the information or medical records to be covered by the release;
2. the reasons or purposes for the release; and
3. the person to whom the information is to be released.

Further, the Communicable Disease Prevention and Control Act (Chapter 81, Health and Safety Code) contains the following specific requirements for the release of information relating to tests for AIDS, the human immunodeficiency virus (HIV), and antibodies to HIV:

Sec. 81.103(d). An Authorization under this subsection must be in writing and signed by the person tested or the person legally authorized to consent to the test on the person's behalf. The authorization must state the person or class of persons to whom the test results may be released or disclosed.

The "Authorization to Release Confidential Information" form was developed to conform to these statutory requirements. For this

reason, when you are requested to release information from records under your control, the form must be carefully completed to provide the information required by statute. If you are requested to provide information from a client record to an institution (e.g., a hospital) rather than an individual, and you do not know the name of the individual within the institution to whom the information is to be sent, insert the title of the responsible person (e.g., the administrator, medical records librarian, etc.). Do not simply insert the name of the hospital.

The "Authorization to Release Confidential Information" form must be completed and signed by individual clients when they request their personal health records be released.

The form may be used to obtain information from other providers and when used for that purpose, it should be completed with the same concern for the statutory, common law and constitutional requirements. Such attention to detail may ultimately save both time and effort.

The Medical Practices Act, the Communicable Disease Prevention and Control Act and certain other statutes, for instance, those relating for mental health and mental retardation information, provide several other exceptions to the rule of confidentiality relating to medical records.

ANY REQUEST FOR INFORMATION WHICH CANNOT BE ADDRESSED BY THE USE OF THE CONSENT TO RELEASE CONFIDENTIAL INFORMATION FORM MUST BE REFERRED IMMEDIATELY TO THE OFFICE OF GENERAL COUNSEL FOR NECESSARY ACTION. Because the Public Information Act and other statutes give a very limited time period during which the agency must respond to requests for information, any delay in making these referrals may lead to results which are adverse to the agency.

Please review the release form before releasing information. All blanks on the form must be filled in, the form must be read by the client, and the form must be appropriately signed before the information is released. The client must receive a signed copy of the authorization.