

**Louisiana Permanent Supportive
Housing Initiative -
Continuum of Care Rental
Assistance
Policies and Procedures Manual**

Version 2.0

Effective May 1, 2016



Louisiana Housing Corporation
Louisiana Housing Authority

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CHAPTER ONE**LOUISIANA HOUSING CORPORATION (LHC)
LA PERMANENT SUPPORTIVE HOUSING (PSH) INITIATIVE****A. About the LA PSH Initiative**

PROGRAM BACKGROUND

In July of 2008, the State of Louisiana received \$73 million to support 3,000 permanent supportive housing vouchers comprised of 2,000 Section 8 project-based vouchers and 1,000 Shelter Plus Care (S+C) housing vouchers. The Shelter Plus Care vouchers were funded at \$50 million for five years to be used in conjunction with Louisiana's Permanent Supportive Housing Initiative. LHC worked closely with HUD to receive the needed approvals in order to extend funding under the S+C Program through the first quarter of 2016.

In the summer of 2015, the LHC working with HUD established the Louisiana Balance of State Continuum of Care (LA BoS CoC) to represent three areas of the state of Louisiana that either chose to be represented by the LA BoS CoC (i.e. the Southwest CoC) or parishes that were not previously represented for HUD CoC Program funding and homeless planning. In addition, HUD gave the newly established LA BoS CoC the authority to apply for renewal funding through the 2015 funding round for the CoC Program to support the continuation of the LA PSH Initiative. In response to HUD's CoC Program 2015 Notice of Funding Availability (NOFA), the LA Housing Corporation (LHC) acting as the collaborative applicant for the LA BoS CoC applied for renewal funding for one year to provide CoC Program-funded permanent rental assistance to support the continuation of the LA PSH Initiative. As part of this funding round and with the execution of a grant agreement between HUD and LHC, the LA PSH Initiative and the provision of rental assistance under this initiative will operate under the CoC Program regulations which were implemented the HEARTH Act of 2010. The LHC implemented the grant agreement with renewal funding through the CoC Program on May 1, 2016. With the execution of this grant agreement, the LA PSH Initiative will make the successful transition from a S+C Program to a permanent rental assistance program under the CoC Program and its applicable regulations and policy guidance.

B. Statement of Goals and Objectives

The functions and responsibilities of the Louisiana Housing Corporation Housing staff, hereinafter referred to as LHC, shall be in compliance with the personnel policies of LHC and the State of Louisiana. The LA PSH Initiative overseen by LHC shall be in compliance with all federal (including the CoC Program), state and local housing laws, rules and regulations. Per the CoC Program regulations (Section 578.103(d)(2)), HUD requires recipients to provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of CoC Program funding the recipient has received within the past 5 years.

This LA Permanent Supportive Housing (PSH) Initiative's Policies and Procedures Manual outlines LHC's policies and procedures for the CoC Program-funded tenant-based rental assistance. The LA PSH Initiative has two overarching goals: (1) the reduction and prevention of homelessness of people with disabilities, and (2) the reduction and prevention of inappropriate institutionalization of low-income people with disabilities. Recognizing the extraordinary lengths that were made to access this CoC Program rental assistance from Congress, LHC seeks to insure that CoC Program rental assistance supports and serves the most-in-need homeless individuals and families in the areas of the State impacted by Hurricanes Katrina and Rita. With the transition to the administration of the program under HUD's CoC Program, LHC will continue its policy to target these PSH opportunities to homeless individuals and families with the greatest needs by integrating the referral process of the PSH Initiative with the respective CoC's coordinated entry process and their written standards which establishes prioritization criteria for CoC resources including PSH opportunities.

The CoC Program Policies and Procedures Manual provides the necessary guidance for the provision rental assistance through the LA PSH Initiative governed by the LA Balance of State Continuum of Care and the CoC's governance charter.

The policies and procedures in this manual are designed to further these goals by:

- Linking the LA PSH Initiative's rental assistance to supportive services in order to effectively assist the hardest-to-serve homeless persons with disabilities and their families;
- Promoting fairness and uniformity in tenant selection for eligible homeless people while meeting the policy priorities of the program;

- Overcoming barriers to accessing housing typically faced by homeless people prioritized for this program; and
- Promoting efficiencies in the application and referral process.

The activities of the Louisiana Permanent Supportive Housing Initiative are expected to continue to offer access to decent, safe and affordable mainstream housing for individuals or families who are homeless with disabilities and to help such individuals or families maintain long-term, stable, and successful tenancies.

C. Purpose of the Manual

The purpose of the LA PSH Initiative Policies and Procedures Manual (Manual) is to establish policies and further guidance for issues not covered under the CoC Program or state regulations. The aim is also to provide standard concepts, definitions and procedures to enable efficient administration and the collection and reporting of performance data that is comparable across the respective CoC jurisdictions in which the rental assistance is offered. The Manual covers both admission to and continued participation in the LA PSH Initiative and how that will be accomplished.

The administration of rental assistance provided through the LA PSH Initiative is subject to the terms and conditions of this Manual. To the extent an issue is not otherwise explained in the Policies and Procedures Manual, the appropriate provisions of the McKinney-Vento Act and the CoC Program regulations (see **Appendix F** for CoC Program interim rule) and program guidance will be followed. This Manual is subject to changes as needed to meet the policy goals and priorities of LHC as well as any changes in federal regulations and HUD policy guidance. For further information regarding LHC's PSH Initiative, please contact:

Nicole Sweazy
Executive Director, Louisiana Housing Authority
Louisiana Housing Corporation

Physical Address and Contact Information:

Louisiana Housing Corporation
2415 Quail Dr.,
Baton Rouge, LA 70808
Office: (225) 242-1381
nsweazy@lhc.la.gov

D. Fair Housing Policy

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

Specifically, LHC and its agents shall not deny any family or individual on account of race, color, gender, sexual orientation, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability, the opportunity to apply for or receive assistance under the LA PSH Initiative, within the HEARTH Act's statute, CoC Program regulations, and HUD policy guidance.

Further LHC, the Subsidy Administrators and its representatives or agents (referred to later in the Manual) shall make reasonable accommodations in rules, policies, and services to give persons with disabilities equal opportunities to participate in the program and to occupy and enjoy full use of housing units participating in the program.

E. Access to Information

LHC strives to maintain complete public information about its programs, as well as useful information about the Balance of State Continuum of Care, on its web site. The LHC's LA Balance of State CoC and the LA PSH Initiative are located within the Louisiana Housing Corporation's website at:

LA Balance of State CoC: <http://www.lhc.la.gov/index.cfm/page/235>

LA PSH Initiative: <http://www.lhc.la.gov/page/permanent-supportive-housing>

Users of this Manual are encouraged to use the information presented on the web site and to suggest changes and additional content whenever appropriate.

F. Using this Manual

The LHC originally issued this Policies and Procedures Manual in May of 2009. The current update, version 2.0 is effective in May 2016. The Manual provides both the Subsidy Administrators (SA), as well as people who will access the LA PSH Initiative, guidance on how to operate and use the program. LHC views the PSH Initiative's Policies and Procedures Manual as a "living" document – which is expected to be refined over time. The LA PSH Initiative Advisory Committee will provide input to LHC regarding the Policies and Procedures on an on-going basis. LHC will also require each SA to develop and periodically update their own Policies and Procedures which will complement and be consistent with LHC's manual.

If there are comments or questions regarding the interpretation of LHC's PSH Initiative Policies and Procedures, please contact

Winona Connor
Program Manager
Louisiana Housing Corporation

Physical Address and Contact Information:

Louisiana Housing Corporation
2415 Quail Dr.,
Baton Rouge, LA 70808
Office: (225) 242-1389
wconnor@lhc.la.gov

G. Required LA PSH Initiative's Program Forms

LHC has developed the necessary forms to be used to administer the rental assistance through the LA PSH Initiative. The required forms to be used by each SA are located at the end of the manual in **Appendix A**.

The required forms are as follows:

- Program Application Package Checklist
- Program Application
- Homeless, Income, Disability, Chronic Homeless Eligibility Forms

- Release of Information Form
- LA PSH Initiative Program Lease (between Participant and Landlord)
- Participation Agreement (between Participant and CoC Program Entity/SA)
- Rental Assistance Agreement (between CoC Program Entity/SA and Landlord)
- Rental Assistance Amendment (between CoC Program Entity/SA and Landlord)
- Funds Requisition Request Form
- Rent Reasonableness and Rent Comparability Forms
- HUD Resident Rent Calculation Form
- HUD Annual Performance Report (APR)

CHAPTER TWO

PROGRAM OVERVIEW

A. Allocation and Award Distribution

Below is a breakdown of the LA PSH Initiative breakdown and award distribution:

SA: Catholic Services of Acadiana

DHH: Region IV

CoC Jurisdiction: Acadiana Regional Coalition on Homelessness and Housing

- ◆ 23 tenant-based subsidies

SA Contact Information: Eric Gammons

P: 337-235-4972 Ext 103

Email: egammons@catholicsservice.org

SA: Calcasieu Parish Police Jury

DHH: Region V

CoC Jurisdiction: LA Balance of State CoC - Lake Charles/Southwestern LA region

- ◆ 23 tenant--based subsidies

SA Contact Information: Umeih Thomas

P: (337) 721-4030 x5045

Email: uthomas@cppj.net

SA: UNITY of Greater New Orleans

DHH: Metropolitan Human Service Authority/Jefferson Parish Human Services Authority

CoC Jurisdiction: New Orleans/Jefferson Parish CoC

- ◆ 886 tenant- based subsidies

SA Contact Information: Martha Kegel

P: 504-821-4496

Email: mkegel@unitygno.org

SA: Louisiana Housing Authority

DHH: Florida Parishes Human Services Authority

Jurisdiction: North Lake Homeless CoC

- ◆ 67 tenant-based subsidies

SA Contact Information: Winona Connor

P: 225-242-1389

Email: wconnor@lhc.la.gov

SA: Start Corporation

DHH: South Central Human Services Authority

Jurisdiction: Houma/Terrebonne CoC

- ♦ 40 tenant-based subsidies

Contact Information: Casey Guidry

P: 985-879-3966

Email: casey@startcorp.org

B. Description of Tenant Based Rental Assistance Under the LA PSH Initiative

1. TENANT BASED RENTAL ASSISTANCE

Through the tenant-based rental assistance, participants locate housing of their choice in the private rental market. If the participant later moves to another unit, he/she can take the rental assistance and use it in that new unit. This model enables people who are homeless with disabilities to select rental housing consistent with their individual preferences and needs.

As stated above, the following SAs will manage tenant-based rental assistance subsidies:

- Catholic Services of Acadiana (23 subsidies),
- Calcasieu Parish Police Jury (23 subsidies),
- UNITY of Greater New Orleans (886 subsidies),
- LA Housing Authority (67 subsidies), and
- Start Corporation (40 subsidies).

Tenant Based Rental Assistance Element	Tenant-Based Rental Assistance (TRA)
Entity Administering Rental Assistance	Subsidy Administrator under contract with LHC
Type of Housing	Variety of types ranging from single family homes to independent apartments
Living Requirements	Participants choose; recipient may require participant to live in a particular structure in first year and within a particular area in all years
Eligible Participants	Adults who are homeless with disabilities and their families
Housing Quality Standards	24 CFR 982.401

C. Description of the Service Component

DHH coordinates the provision of Medicaid funded support services through five, regionally-based health plans. Service providers apply and are approved to be part of the health care network to deliver certain Medicaid reimbursable services (e.g. Mental Health Rehab) to be accessed by program participants to support their housing stability. As a result, LHC requires at a minimum that the SAs work in partnership with the DHHs and the five, regionally based health plans to provide coordinate supportive service engagement and delivery in their jurisdiction as well as develop procedures for determining PSH eligibility, selecting and referring applicants to units, and ensuring coordination of PSH supportive service delivery from housing placement/ move-in to long-term housing stability. To formalize their relationship, LHC and DHH require the SAs to enter into an agreement to assure that the LA PSH Initiative rental assistance is integrated effectively within the existing PSH program structure. The agreement includes how the SA will develop screening and eligibility determination processes in conjunction with DHH, and the role of each entity in tenant selection and referral to units as well as service coordination. The SA and DHH are responsible for keeping these agreements up to date and operational through the term of the PSH Initiative cooperative agreement.

Through the LA PSH Initiative, DHH can also leverage CDBG-funded targeted housing support services, on a case by case basis, to support the program participants in permanent housing.

D. Roles and Responsibilities of the Key Parties

1. LOUISIANA HOUSING CORPORATION

- a. **MONITOR PROGRAM ADMINISTRATION AND PERFORMANCE.** LHC shall monitor the program and fiscal performance and adequate record keeping of the SAs in accordance with HUD's CoC Program guidance and regulations. Additionally, the progress of the LA PSH Initiative in accomplishing its implementation goals will be reviewed at least quarterly. LHC will develop and maintain a Monitoring Plan (see **Appendix E**) providing detailed guidance on how LHC will conduct monitoring activities. LHC will make periodic site visits to the SAs to review the LA PSH Initiative. LHC must give its approval to any changes or additions to the materials and procedures used by the SAs in managing rental assistance under the PSH Initiative. LHC will conduct periodic reviews and quality assurance of Housing Quality Standards (HQS) inspections at each SA. LHC will provide ongoing, up-to-date technical assistance.
- b. **ACT AS CoC Program Recipient.** LHC will act as the recipient for the CoC Program maintaining formal communications with HUD related to the program. LHC will notify HUD, as needed, to all significant programmatic changes and seek HUD guidance and approval as necessary. LHC will also provide all required programmatic and fiscal reports to HUD, to include the Annual Progress Reports. LHC, in collaboration with HUD, will coordinate the provision of all HUD-funded technical assistance offered to the SAs. Finally, LHC will execute a cooperative endeavor agreement with each of the SAs responsible for the local rental assistance administration.
- c. **DEVELOP POLICIES AND PROCEDURES.** LHC will be responsible for developing, maintaining and revising, as needed, the LA PSH Initiative's Policies and Procedures. LHC in collaboration with the PSH Initiative Advisory Committee will make necessary changes to the policies and procedures. As part of these policies, LHC will release standard program forms that shall be used by the SAs.

- d. FISCAL MANAGEMENT OF CoC Program FUNDS. LHC will manage the requisition and distribution of HUD CoC Program funds on a timely basis to the SAs. LHC will also work closely with each SA to effectively forecast, budget and manage the HUD CoC Program resources in an effort to implement and sustain the program. LHC shall comply with the super OMB circulars available at 2 CFR 200.
- e. COORDINATE MATCH DOCUMENTATION. LHC will coordinate the documenting of the required match from both cash and in-kind resources including supportive services provided by the DHH and LA Department of Family and Children Services (DCFS) systems of care.
- f. MANAGE THE LA PSH INITIATIVE APPEALS PROCESS. LHC in coordination with DHH will manage the appeals process regarding program termination from the LA PSH Initiative.
- g. MAKE REFERRALS. As needed and where appropriate, LHC will make referrals of potential applicants to the SA. SA and DHH will also make appropriate referrals and cultivate community relationships to assure equal access to the LA PSH Initiative by all people who are homeless with disabilities.
- h. FACILITATE AND SUPPORT THE LA PSH INITIATIVE ADVISORY COMMITTEE: LHC will facilitate and support the activities of the LA PSH Initiative Advisory Committee including assisting in the recruiting of members and scheduling and facilitating meetings. LHC will also ensure that homeless individuals are represented as committee members and are provided support in order to actively participate in the committee's activities.
- i. COORDINATE THE LA BALANCE OF STATE CONTINUUM OF CARE: acting as the collaborative applicant for the LA Balance of State CoC, LHC will coordinate the CoC annual funding application to HUD for renewal of federal funding through the CoC Program Notice of Funding Availability (NOFA). LHC shall prepare the program application for renewal funding of the LA PSH Initiative. In gathering material and information to prepare this annual application, LHC shall request information from each SA necessary for the timely completion of the application.

2. SUBSIDY ADMINISTRATOR (SA)

- a. **MAKE REFERRALS.** As needed and where appropriate, SA will make referrals of potential applicants.
- b. **MAINTAIN CURRENT ELIGIBILITY TOOLS.** The SA will update their local files, at least annually, with current Fair Market Rent (FMR) tables, HUD income limits, and allowable utility allowance levels.
- c. **MANAGE THE LA PSH INITIATIVE ASSESSMENT PROCESS.** SA will conduct screening and assessment for CoC Program eligibility (i.e., homeless eligibility, chronic homeless eligibility, disability status, income verification for CoC Program rental assistance). SA will coordinate activities with the DHH to ensure that an applicant is screened for eligibility of supportive services.
- d. **MANAGE THE LA PSH INITIATIVE SELECTION PROCESS.** The SA will manage a process to select a program participant based on their CoC's written standards to identify homeless households who are most in need of permanent supportive housing. The SA shall also insure that this selection process is integrated into the CoC's coordinated entry process.
- e. **CONDUCT PARTICIPANT BRIEFINGS.** Provide a briefing after acceptance into the LA PSH Initiative to educate participants on the PSH Initiative's policies and procedures.
- f. **COORDINATE PRE-TENANCY AND MOVE-IN SUPPORT.** The SA will coordinate with DHH in the provision of needed pre-tenancy supportive services through existing supportive service providers. The SA will also provide move-in assistance to a participant with assistance from the DHH Tenant Services Manager and a supportive service provider as needed.
- g. **APPROVE THE LEASE.** SA will ensure use of the required program lease, signed between a landlord and the program participant. SA will also maintain a copy of the landlord/tenant lease and review the terms of the lease to check for consistency with PSH Initiative's rules and rental terms.
- h. **EXECUTE RENTAL ASSISTANCE CONTRACTS WITH LANDLORDS AND MAKE RENT PAYMENTS.** SA will execute a rental assistance contracts to provide rental assistance in exchange for the landlord making the rental

- housing unit available for a PSH program participant. SA will negotiate and make monthly rental payments to landlords on or about the first day of each month.
- i. **CALCULATE OWNER RENTAL SUBSIDY AND TENANT RENT PAYMENT.** Upon acceptance of a program participant, the SA shall calculate the tenant total payment of the rent incorporating utility allowances in accordance with HUD CoC Program regulations. The SA shall negotiate a contract rent that meets the current Fair Market Rent (FMR) standards and HUD's rent reasonableness standards. The SA shall also provide security deposits to the landlord as specified in the Manual.
 - j. **ANNUAL AND INTERIM RE-CERTIFICATION.** The SA shall conduct annual and interim income re-certification for program participants as specified in the Manual and use Yardi to track annual re-certification due dates to ensure timely completion for all participants.
 - k. **ENFORCE FAIR HOUSING REGULATIONS.** SA shall operate the CoC Program funded rental assistance in accordance with HUD's fair housing regulations and policies to include Section 504. As part of this effort, both the SA and DHH will provide reasonable accommodation in all aspects of the LA PSH Initiative.
 - l. **MAINTAIN PROGRAM FILES.** The SA shall maintain all necessary program files to include participant files and project files per LHC's guidance.
 - m. **DEVELOP LOCAL POLICIES AND PROCEDURES.** The SA will develop and maintain a LA PSH Initiative Policies and Procedures Manual for their jurisdiction. The SA's Policies and Procedures will complement and be consistent with LHC's Policies and Procedures.
 - n. **PROVIDE ON-GOING ADMINISTRATION.** The SA will conduct HQS inspections as requested, process annual rent increase requests by landlords, conduct a hearing for an initial appeal on voucher eligibility, etc.
 - o. **COORDINATE ACTIVITIES WITH DHH.** The SA shall be responsible for alerting their designated Tenant Services Manager (TSM) and/or supportive service provider when a housing situation arises that requires the additional involvement of the TSM/supportive services.

- p. EXECUTE AN AGREEMENT WITH THE DHH. The SA shall enter into a Memorandum of Agreement to insure that the CoC Program-funded rental assistance is integrated effectively within the PSH Initiative. The agreement shall include how the SA will develop screening and eligibility determination processes in conjunction with DHH, the role of each entity in tenant selection and referral to units as well as service coordination; roles and responsibilities in engaging challenging participants, roles and responsibilities in re-housing a participant to sustain a tenancy, coordination of information to re-certify a participant's eligibility and income, and a policy and procedures regarding the termination of LA PSH Initiative rental assistance.
- q. BUDGET/FISCAL MANAGEMENT OF SUBSIDIES. SA shall properly maintain a budget of CoC Program-funded rental assistance and carry out all fiscal management duties to include timely requisitioning of funds and periodic fiscal reporting to LHC. The SA will utilize the Program Grant Management Workbook or other budget tool (see **Appendix D**) provided by LHC for fiscal management.
- r. TRACK VOUCHERS BY UNIT TYPE AND BY JURISDICTION (i.e. DHH and Parish). SA shall track the availability and usage of subsidies by unit type and by region/CoC. The SA will utilize the Program Grant Management Workbook provided by LHC for program voucher management.
- s. PROVIDE REQUIRED REPORTS TO LHC. The SA will provide required monthly reports to LHC on program activities to include leasing activity, project information, progress in achieving the leasing goals, and fiscal information on resources spent.
- t. OVERSEE ACTIVITIES OF LANDLORDS. SA will monitor the activities of the landlord to ensure compliance with CoC Program regulations. Activities include: condition of units, furthering fair housing and non-discriminatory practices and landlord screening practices.
- u. MANAGE the LA PSH INITIATIVE'S APPEAL PROCESS. In coordination with the DHH, the SA will manage the Initiative's appeals process.
- v. REASONABLE ACCOMMODATIONS. Both the SA and DHH will provide reasonable accommodations in all aspects of the LA PSH Initiative.
- w. TERMINATION OF ASSISTANCE. All decisions on termination of rental

assistance shall be made jointly by the SA and the DHH. Appeals on termination shall be a joint decision by LHC and DHH.

3. LA DEPARTMENT OF HEALTH AND HOSPITALS

- a. PROVIDE OUTREACH AND INFORMATION TO COMMUNITY STAKEHOLDERS ABOUT THE LA PSH INITIATIVE. Work with SA to conduct outreach to bring potential participants into the LA PSH Initiative working with the CoC's Coordinated Entry process. Outreach activities shall be primarily directed towards CoC Program eligible persons who have a night-time residence that is an emergency shelter or a public place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., persons living in cars, streets, and parks).
- b. SUPPORT THE SA'S ELIGIBILITY SCREENING AND ASSESSMENT PROCESS. The DHH will support the SA's screening and eligibility determination (i.e., homeless eligibility, chronic homeless eligibility, disability status, income verification). In addition, the DHH will determine PSH eligibility to insure that the CoC Program participant is eligible for support services offered through its regionally-based health care plans funded by Medicaid. Program applicants must be determined to be eligible for supportive services in order to be accepted into the LA PSH Initiative.
- c. COORDINATE WITH SA REGARDING THE MANAGEMENT OF THE TENANT SELECTION PROCESS. The DHH will collaborate with the SA in the tenant selection process which is consistent with the CoC's written standards and integrated with the CoC Coordinated Entry system as well as the referral to units.
- d. COORDINATE NEEDED PRE-TENANCY SUPPORT SERVICES. The DHH and the SA will coordinate the provision of needed pre-tenancy supportive services through existing service providers. The designated Tenant Services Manager may also provide pre-tenancy support as needed.
- e. COORDINATE MOVE-IN ASSISTANCE. DHH and the SA will ensure that the program participant gets moved into the new unit with assistance from the designated Tenant Services Manager (TSM) or supportive service provider as needed. This includes arranging for a range of move-in resources.

- f. **PROVIDE SUPPORT SERVICES.** Through the range of support services funded by Medicaid financed programs, the DHH will provide housing support and stabilization services to participants as needed including housing support and service needs assessment, development of an individualized housing support plan, linkage with other needed services in the community to manage housing-related, medical and/or clinical issues that arise.
- g. **COORDINATE ACTIVITIES WITH SA.** The DHH shall be responsible for alerting the SA when a housing situation arises that requires the involvement of the SA. DHH and the SA will work collaboratively to develop and implement strategies to sustain the long-term, successful tenancy of the program participant.
- h. **ENSURE DOCUMENTATION OF SUPPORT SERVICES PROVIDED.** The DHH and the service provider will document and report the support services provided which is necessary to continue with the need support to sustain the tenancy of the participant.
- i. **INCREASE PARTICIPANT INCOME.** The DHH shall coordinate with service providers to ensure that participants who report zero income apply for benefits and/or employment in a timely manner and assist participant to achieve this as requested. TSMs and/or supportive service provider may be asked to verify that the participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment, or that benefits were denied and an appeal has been filed.
- j. **FOLLOW-UP.** Follow-up on other specific situations requiring action by either the TSM and/or the supportive service provider which are outlined in this Policies and Procedures Manual, i.e., appeal hearings, family composition and income changes. Follow-up support shall also be provided at the time of initial move-in, recertification, a housing crisis with the landlord and, a re-housing situation to sustain the tenancy.
- a. **REASONABLE ACCOMMODATIONS.** Both the SA and DHH will provide reasonable accommodation in all aspects of the LA PSH Initiative.
- k. **TERMINATION OF ASSISTANCE.** The SA and DHH will work collaboratively to sustain the long-term tenancy of participants. The SA and the DHH will jointly make decisions on termination of CoC Program-funded rental assistance. Appeals on termination shall be a joint decision by LHC and DHH.

- l. PROVIDE SUPPORTIVE SERVICES USAGE REPORTS TO LHC. DHH shall research support service usage (i.e. Medicaid) by program participants and provide semi-annual reports on supportive service usage to LHC. This information will be used by LHC with the match requirement.
- m. PARTICIPATE IN THE PSH INITIATIVE APPEALS PROCESS. DHH in coordination with LHC will participate in the Appeals Process regarding program termination from the LA PSH Initiative. DHH and LHC will make joint decisions regarding appeal request about termination of CoC Program funded rental assistance.
- n. COORDINATE WITH LHC ON PSH POLICY DEVELOPMENT. DHH shall work with LHC to coordinate and oversee a coherent permanent supportive housing policy that effectively integrates CoC Program funded rental assistance with other program components.

2. LANDLORDS

- a. SELECT PARTICIPANTS. Landlords may screen prospective program participants by contacting former landlords for references as well as using other types of background checks they deem appropriate and consistent with Louisiana State law.
- b. MAINTAIN TENANT - LANDLORD RELATIONSHIPS. Landlords must comply with the provisions of the lease and PSH Initiative's Rental Assistance Agreement and the federal Fair Housing Act, perform regular maintenance, and perform all management and rental functions as required by Louisiana's Landlord/Tenant laws.
- c. RESOLVE TENANT/LANDLORD DISPUTES. The Landlord must notify the SA of any disputes between the Landlord and a participant that may lead to eviction 30 days prior to proceeding with the eviction when feasible. The Landlord may request an informal meeting with the involved parties to attempt resolution.
- d. HANDLE EVICTIONS LEGALLY. If the Landlord evicts a tenant, the eviction must be handled under the provisions of state Landlord/Tenant laws, just as for any other tenant. The Landlord must give the SA written notice of eviction at the same time the participant is notified, even though the SA does not play a formal role in the eviction process.

- e. PROVIDE VACANCY INFORMATION. The Landlord shall notify the SA within 7 days when a PSH Initiative assisted unit becomes vacant.
- f. DISCRIMINATION PROHIBITED. The Landlord shall not discriminate against a participant on the grounds of race, color, creed, religion, gender, sexual orientation, national origin, handicap, age or because of membership in a class such as unmarried mothers or recipients of public assistance, etc.

7. PROGRAM APPLICANTS/PARTICIPANTS

- a. COOPERATE IN FULFILLING PROGRAM REQUIREMENTS. The applicant/participant must provide income information and family information/documentation needed to permit the SA to certify eligibility and family composition and establish rent portions on an initial and annual basis. The applicant/participant must sign a release in compliance with HIPAA, which allows personal information to be shared with LHC, DHH, the SA, landlords and applicable support services.
- b. SELECT A QUALIFIED UNIT. The participant with assistance from the SA will conduct a housing search to identify an appropriate unit that meets the needs of the participant's household within the DHH's service jurisdiction.
- c. COMPLIANCE WITH THE PROGRAM LEASE. The participant must conform to all lease requirements and/or terms, including allowing inspections of the unit. The participant must notify the SA in a timely fashion of any problem or issues with the landlord.
- d. REPORT CHANGES IN INCOME AND FAMILY COMPOSITION. This information should be reported to both the SA and the TSM/supportive service provider within 10 days of the change. Participants are responsible for informing the SA of any changes in family circumstances (including income and family composition) and are responsible for responding to requests from the SA to update information.
- e. COMPLY WITH PROGRAM POLICIES. The participant is required to know the LA PSH Initiative policies and to abide by them. The SA will provide a program briefing to all program participants explaining key program policies. The SA and the program participant will sign a Program Participation Agreement (see **Appendix A-6**) describing the participant's responsibilities under the LA PSH

Initiative. These include, but are not limited to the requirement that the unit be used as the participant's primary residence; giving proper notification before moving from the unit; and knowing that the participant may be responsible for damages incurred in the unit.

CHAPTER THREE

ELIGIBLE PROGRAM ACTIVITIES

A. PSH Program Eligible Activities

The LA PSH Initiative provides funding for only rental assistance, service delivery (categorized as rental assistance) and project administration.

1. RENTAL ASSISTANCE

The SAs must use CoC Program funding to provide rental assistance for CoC Program eligible homeless people with disabilities, who are also PSH eligible. In accordance with the provision specified in the CoC Program Interim Rule, the SA uses CoC Program rental assistance to make housing affordable for program participants to pay the difference between the actual rent for a unit and the calculated portion of the participant's income.

The SAs shall have systems in place to record and track all rental payments made to landlords.

2. SERVICE DELIVERY COSTS

As part of rental assistance under the CoC Program, the SA may incur, as a rental assistance cost, supporting specific service delivery functions necessary to operate and manage the LA PSH Initiative. Eligible service delivery costs include only those related to the direct management and operations of the rental housing assistance, NOT costs associated with the administration of the grant or the supportive services. These eligible costs include:

- Receiving new participants into the program;
- Providing housing information and assistance;
- Determining participant income and rent contributions;
- Inspecting units for compliance with Housing Quality Standards; and
- Processing rental payments to landlords.

3. Administrative Costs

As the CoC Program recipient, LHC has determined that the administration will be distributed as follows: LHC to receive 3.5% for administration and each SA receiving 3.5%. The CoC Program Interim Rule defined eligible administration costs under CFR 578.59. Allowable administrative costs include the following:

- Preparing program budgets and schedules;
- Developing systems for assuring compliance with program requirements;
- Developing agreements with sub-recipients and contractors to carry out program activities;
- Monitoring program activities for progress and compliance with program requirements;
- Preparing reports and other documents directly related to the program for submission to HUD;
- Coordinating the resolution of audit and monitoring findings;
- Evaluating program results against stated objectives;
- Administrative services performed under third party contracts or agreements including general legal services, accounting services, and audit services; and
- Training on HUD CoC requirements.

B. Use of Grant Savings

"Grant savings" may occur for many reasons. In most cases, the actual costs of rental assistance are lower than the amount used to calculate the grant. This happens for several reasons. First, most participants contribute something to their rent, so they do not need the full "fair market rent" (FMR) rental assistance amount. In addition, in some communities, SAs are able to find units to lease that are less than the local FMRs. Finally, the grant award is based on the assumption that all units are leased up 100 percent of the time.

The LA PSH Initiative must serve at least as many participants as shown in the application to HUD (1,039 participants). Therefore, LHC (as the CoC Program recipient) working closely with the SAs, must determine that there are sufficient grant funds available to assist the specific number of participants through the grant term before using grant savings for other purposes.

LHC POLICY ON “GRANT SAVINGS”

As the CoC Program recipient, LHC has developed a policy on the use of grant savings.

LHC’s policy guidance for the use of rental assistance “grant savings” is as follows:

- Allow annual rent increases (consistent with rent reasonableness);
- Allow vacancy payment for the remainder of the month that the participant vacated;
- Allow rental assistance funds to be used for a security deposit (up to one month’s rent); and
- All other grant savings activities will require LHC approval.

LHC will conduct further discussions with individual SAs regarding the allowable uses of grant savings. LHC will monitor grant savings in each SA jurisdiction and make policy decisions as needed.

C. Program Match

As the CoC Program recipient, LHC is required to document match provided to the grant. Match can include cash, in-kind goods or services. Services may be provided by a variety of entities including SAs, DHH, the recipient, or social service agencies in the community. The CoC Program Interim Rule outlines the match requirements in Subpart F in section 578.73.

LHC (as the recipient) needs to match all grant funds with 25% of funds from cash or in-kind sources. Match does not need to be provided on a line by line basis, but rather on any cost eligible under Subpart D of the CoC Program interim rule (i.e. recipients can match rental assistance with supportive service costs). However, if the cost would not be eligible under the type of project funded, it would not be eligible to be used as match. For instance, projects funded with rental assistance cannot use operating costs as match.

LHC POLICY ON MATCH DOCUMENTATION

LHC will be responsible for coordinating the gathering of match documentation from three primary areas:

- Services provided by the DHH and their TSM; and

- Services received from LA's DHH systems of care (i.e. Medicaid related services).

LHC reserves the right to set requirements for the SA to collect additional service match if needed. As part of this process, LHC may require SAs to identify and track either cash or in-kind match that directly support their rental assistance program within the annual budget and Cooperative Agreement process.

D. Subsidy Administrator Budget

As part of executing the annual Cooperative Agreement between LHC and the SA, each SA shall submit an annual budget outlining detail of all rental assistance, service delivery and administrative costs. As part of this process, LHC will provide the SA with standard budget format to utilize in developing their detail budget for submission. LHC will review and approve each SA's budget. This budget is part of the Cooperative Endeavor Agreement between LHC and the SA.

If needed, the SA will request a budget amendment to LHC in order to modify its program budget per the Cooperative Endeavor Agreement.

E. Program Changes

Occasionally, after a PSH Initiative is underway, it may be necessary to alter the program to accommodate unanticipated changes. Given the size and complexity of the LA PSH Initiative, both HUD and LHC expect some program modifications to be needed at some point during the grant term. LHC expects the SAs to work cooperatively with LHC (as the CoC Program recipient) to obtain the approvals needed to make these changes.

1. SIGNIFICANT PROGRAM CHANGES

When the program change is significant, LHC (as the CoC Program recipient) must seek and receive **written approval from HUD**. Some examples of significant changes include:

- A change in the target population to be served.

If such a program change is required by a SA, the SA shall request approval for the specific program change with appropriate justification in writing to LHC in order to seek approval from HUD.

2. OTHER PROGRAM CHANGES

Other program changes that require LHC approval include:

- A change in sponsor (Subsidy Administrator);
- Change in the mix of unit sizes;
- Approve rents over 110% of FMR from the time of the grant award;
- Use of rental assistance grant savings other than the LHC Policy stated previously;
- Change in chronically homeless designated or priority unit status and
- Serving more participants.

3. CHANGES IN UNIT SIZES AND CONFIGURATION

LHC's project application to HUD requested grant funds by bedroom size. However, during the course of a grant period, there may be changes in the composition of the households of participants (i.e., due to births, deaths, reunification, etc.). Reasonable changes to the mix of unit sizes may be undertaken during the grant period for tenant-based rental assistance with LHC's approval.

However, it is critical that throughout the one year term of the grant, LHC (as the recipient) and the SAs have enough funds to meet the obligation of serving the number of homeless individuals/families in their service area which was included in both LHC's application to HUD and the SA's application to LHC. If providing larger unit sizes would not leave a SA with sufficient grant funds to assist the obligated number of participants throughout the remainder of the grant period, based on the SA's commitment in its Cooperative Endeavor Agreement, then LHC will not allow a SA to lease larger units.

Both LHC and each SA will carefully monitor grant funding and use of funds to ensure that the correct number of participants is served at all times.

CHAPTER FOUR

LANDLORD OUTREACH

A key element to an effective PSH Program is maintaining good relationships with landlords of quality rental housing. LHC expects SAs to develop and foster close working relationships with landlords who agree to target rental units for program participants. The SA will reach out and engage local landlords that own quality, accessible rental housing in their community.

Through the provision of tenant-based rental assistance, each SA will work to identify and engage landlords/units who will agree to make high quality, rental units available to program participants. Recruiting and actively supporting an active network of interested landlords is essential to the long-term success of the PSH program. The SA will draw from this “pool of interested landlords” and continue to recruit new landlords when working with individual program participants in their housing search for a rental unit that meets their needs. The SA shall limit where the participant will live to the DHH’s service jurisdiction in order to facilitate access to services. The DHH service jurisdictions generally align with the CoC service area of each respective SA.

CHAPTER FIVE

REFERRAL, ELIGIBILITY SCREENING AND PARTICIPANT SELECTION

A. Outreach and Referral Process

LHC expects the SAs to collaborate with their respective CoCs as well as DHH to reach out and engage homeless households that may be eligible for the LA PSH Initiative. LHC expects each SA to develop an outreach and referral plan within their policies and procedures as well as address outreach and referral responsibilities in the agreement between the SA and the DHH.

B. Program Eligibility

Eligibility for the LA PSH Initiative is based on the following:

1. The Applicant must meet HUD's definition of "disabled" and be eligible to receive services through the DHH supportive service provider (i.e. PSH eligibility determined by the DHH). (see Chapter 10 (Definitions) [HUD's definition of disabled](#)).
2. The Applicant must meet HUD's definition of homelessness to qualify for the CoC Program. (see Chapter 10 (Definitions) for [HUD's definition of homelessness](#)).

All documentation included in the application package must be no older than 60 days from the date of submission to the SA.

C. Program Application Process

1. PROGRAM APPLICATION

The purpose of the program application is to collect relevant information necessary to assist in determining eligibility and selecting participants. SAs must collect and, if necessary, complete the application and accompanying verifications (homeless, disability, and income) which must be current within the last 60 days to be placed on the program waitlist. The SA shall manage this wait list process in coordination with their CoC's Coordinated Entry process and the CoC's written standards for prioritizing access to PSH. Applications that are accepted by the SA must be filed at the office of the SA, in an individual participant file. Applications that are denied should be retained

and filed together by the SA. LHC requires all SAs to use the standard LA CoC Program PSH Program Application (see **Appendix A-2**).

2. PROGRAM APPLICATION POLICIES

- a. The SA working with the applicant completes the Program Application (see **Appendix A-2, Application for PSH Program**). The SA will verify disability, income and homeless status. The SA will also coordinate with DHH to verify eligibility for supportive services funded by DHH Medicaid Programs.
- b. The SA will then consider the applicant within the SA's process to select program participants based on objective criteria to determine who is most in need of a PSH opportunity. These selection criteria must be aligned and consistent with the CoC's written standards. The SA shall also include DHH within this selection process and ensure that this process is part of the CoC's Coordinated Entry system. In addition, the SA shall coordinate with their respective CoC to prioritize the chronically homeless to ensure consistency with the CoC's current policy priorities. The SA shall detail their selection process in their Policies and Procedures.
- c. The SA will establish a policy for maintaining a pool of eligible applicants if there are more eligible applicants than units available.
- d. Upon acceptance into the LA PSH Initiative, the SA will arrange a briefing that must be attended by the applicant. At the briefing, the applicant is given information concerning the rules and regulations of the program, services and supports offered and fair housing/reasonable accommodation information. The SA staff work to deliver this information about the program in a manner that further reinforces the tenants of housing first to rapidly end the applicants housing crisis and as rapidly as possible move the person into housing.
- e. Consistent with the Housing First approach, the SA is responsible for developing their own Policies and Procedures that specify how the application, eligibility screening and selection process will work and how DHH will be involved in this process.
- f. The SA is responsible for adopting policies and procedures that insure that applicants with disabilities are given reasonable accommodations in the application procedures. These include, if necessary, assistance in gathering and submitting documentation and other information in support of eligibility and

documenting a need for accommodations.

3. PROGRAM APPLICATION PROCEDURES

- a. Applications must be filled out completely and signed by the applicant as required. The SA, *at its discretion, may send back any applications that are not completely filled out.* At a minimum, the application packet should consist of:
 - Application for LA PSH Initiative
 - Verification of Disability
 - Verification of Homelessness
 - Verification of Income
 - Verification of PSH Eligibility (from DHH)
 - Release of Information Form(s)
 - Required HMIS Information
- b. The application is reviewed by SA staff for completeness. The date and time of a completed application are noted at the top of the application. A determination of the applicant's eligibility is made based upon information provided in the application. If the applicant is eligible, the SA shall consider the eligible applicant based on its approved selection process.
- c. Upon acceptance into the CoC Program, the SA will contact the applicant to schedule the briefing.

4. VERIFICATION OF PROGRAM ELIGIBILITY

- a. The SA is responsible for verifying eligibility based on disability, income and homelessness before accepting the household as a program participant. In order to help prevent fraud, the SA staff should be observant of any obvious discrepancies between information supplied and verbal communication during the course of his or her briefing. The SA shall obtain written documentation that verifies all sources of income. All such documentation shall be kept in the individual's program file.
- b. In practice, most written documentation of income is provided to the SA by the applicant in the form of pay check stubs or documents verifying Social Security income or income from other mainstream sources of assistance such as TANF. Applicants are required to provide documentation of all sources of income.
- c. If, after review, more information is required to verify an applicant household's income, the SA shall obtain it through additional written or personal third-party contact with the appropriate entities. All information obtained through personal contact shall be documented in a memorandum and signed by the reporting SA staff member.
- d. If the SA is unable to obtain necessary income documentation from either the applicant or third parties after making a documented good-faith effort to do so, the SA should contact LHC for assistance.
- e. If the SA determines that an applicant is ineligible because of income, the applicant shall be informed by the SA in writing. The letter shall provide the applicant the right to an appeal (see **Chapter 9, [LHC Appeal Policy](#)**).
- f. All applicants may be required to submit to the SA a copy of their most recent federal income tax form if available.
- g. If more than 60 days have passed between the time information was verified and the applicant briefing, it may be necessary to re-verify household income and expense information.

5. VERIFICATION OF HOMELESS ELIGIBILITY

- a. SA will verify homelessness based using the guidance below:

Homeless Situation:	Then you need to:	Documentation Required:
On the streets or places not meant for human habitation	Document homeless status	<ul style="list-style-type: none"> • Certification from an outreach worker or organization on respective agency letterhead • <u>If unable to verify in this manner</u>, the applicant or a staff member may prepare a short written statement about the participant's previous living place and have the participant sign the statement and date it.
Homelessness Situation	Then you need to:	Documentation Required
Emergency Shelter	Verify from the emergency shelter staff that the person has been residing at the emergency shelter	<ul style="list-style-type: none"> • Written, signed, and dated verification from the shelter on their letterhead, stating the individual has been a resident.
Transitional/Supportive Housing (TH) but having come from the streets or emergency shelter	Verify with the transitional housing staff that the participant has been residing at the transitional housing	<ol style="list-style-type: none"> 1. Signed statement from the transitional housing staff indicating that the individual is a resident and how long the individual has been in TH; <u>and</u> 2. Referring agency's signed and dated verification (from the participant's file) stating the individual's homeless status (i.e. streets or shelter) when he/she entered the program.
Short-term stay (up to 90 consecutive days) in an institution but having	Verify from the institution staff that the participant has been	<ul style="list-style-type: none"> • Written verification, on letterhead, from institution's staff that the

come from the streets or in an emergency shelter	residing at the institution and was homeless before entering the institution	<p>participant has been residing in the institution for less than 31 days; <u>and</u></p> <ul style="list-style-type: none"> • Information on the previous living situation. Preferably, this will be the institution’s written, signed, and dated verification (on letterhead) of the individual’s homeless status (i.e. streets or shelter) when he/she entered the institution.
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2. Chronic Homelessness Definition and Documentation

a. Chronic Homeless Definition

HUD released the Final Definition of Chronically Homeless on December 4, 2015 – available at <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>. The chronic homeless definition went into effect on January 15, 2016. As a result, SA must ensure that all program participants categorized as chronically homeless and entered the PSH Initiative on or after January 15, 2016 meet the chronic homeless definition below.

Per the HUD’s final definition, “chronically homeless” means:

(1) A “homeless individual with a disability,” as defined in the Act, who:

- Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
- Has been homeless (as described below) continuously for at least 12 months or at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months
 - Occasions separated by a break of at least seven nights
 - Stays in institution of fewer than 90 days do not constitute a break

- (2) An individual who has been residing in an institutional care facility for fewer than 90 days and met all 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 paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

b. Chronic Homeless Documentation

LHC requires that SAs maintain proper documentation for chronic homelessness – regarding both the disability and length/frequency of homelessness in accordance with HUD’s Final Rule regarding Defining Chronically Homeless released on December 4, 2015 – available at <https://www.hudexchange.info/resources/documents/Defining-Chronically-Homeless-Final-Rule.pdf>. Upon intake into the PSH Initiative, the SA shall require documentation of chronic homelessness status in accordance with CPD Notice 14-012 at <http://portal.hud.gov/hudportal/documents/huddoc?id=14-12cpdn.pdf>. Further, LHC requires that all program participants categorized as chronically homeless and entered the PSH Initiative on or after January 15, 2016 satisfy the documentation standards below.

The following order of priority shall be followed for obtaining evidence: written, third party verification, on letterhead, from a homeless shelter provider, outreach worker, Health Care for the Homeless agency, or other human service providers (food pantries, social workers, etc.) followed by an intake workers observation. A self-statement from the person seeing assistance is considered the last option.

c. Documentation Standards

- 1.) Documenting an individual’s time in a place not meant for human habitation, an emergency shelter, or a safe haven:
 - Third party documentation is preferred; however:
 - For all individuals, up to 3 month can be documented through self-certification;
 - In limited circumstances, up to the full 12 months can be obtained through self-certification;
 - Single encounter in a month is sufficient to consider household homeless for entire month unless evidence of a break

- If third party documentation cannot be obtained, a written record of case manager's due diligence to obtain, the case manager's documentation of the living situation, AND the individual's self-certification of the living situation

2.) Evidence of a Break in Homelessness

Evidence of a break can be documented by:

- Third Party evidence
- The self-report of the individual seeking assistance
- 100% of the breaks can be documented by self-report

3.) Institutional Stays

- Discharge paperwork or written or oral referral from a social worker, case manager, or other appropriate official stating the beginning and end dates of the time residing in the institutional care facility
- Where the above documentation is not attainable, a written record of case manager's due diligence to obtain AND the individual's self-certification that he or she is exiting an institutional care facility where resided less than 90 days

SAs shall track data related to chronic homelessness in order to satisfy all HMIS requirements. (see [Chapter 9](#)).

The SA's respective CoCs have established strategic planning goals to dedicate and/or target PSH resources for the chronically homeless. LHC expects each SA to coordinate with the CoC to ensure the proper targeting of these PSH resources. LHC expects SAs to have policies and procedures in place in order to effectively screen, document, accept and track the chronically homeless.

6. VERIFICATION OF DISABILITY STATUS

a. SA shall obtain verification of disability status in the following two ways:

1. Verified through signed Verification of Disability Form (**see Appendix A-3**) or

2. Verified through receipt of Supplemental Security Disability Income (SSDI) or Supplemental Security Income (SSI) **if** the SA obtains written verification from the Social Security Administration (SSA) that the disability is one of the targeted populations within the grant. Verification from SSA can come in the form of a disability check.
- d. Key to the definition is determining that the impairment is of long-continued and indefinite duration AND **substantially impedes** the person's ability to live independently.
- e. If not from SSA, written documentation that a person's disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. "Self-certification" is also unacceptable.

7. Verification of Household Information

- a. The applicant shall complete, sign and date all additional required forms. In addition, all other adult household members shall sign all required forms.
- b. Identification documents should be submitted for all household members when available. A valid driver's license or other acceptable picture identification (e.g., a state-issued non-driver identification or military identification) should be submitted for all members who are 18 years of age or older; picture identification for children under 18 should be submitted if available. Birth certificates should be submitted for all children under the age of 18. Copies shall be placed in the applicant's file. The SA shall make every effort to obtain appropriate identification documents. However, LHC recognizes that there may be a need for the SA to waive this requirement (i.e. chronic homeless individual).
- c. Applicants and family members should submit documentation of their complete and accurate Social Security numbers; a Social Security card or a letter from the federal Social Security Administration indicating the applicant's number. This requirement includes a subsequent declaration in instances where a household adds a new member. Families currently receiving rental assistance payments must disclose this information at annual re-certification time.

- d. Applicants who are divorced or separated and claiming to have custody of minor dependent children may be required to provide a copy of their divorce decree or most recent court-approved child custody documents. For children returning home, the SA will additionally require a letter with the child or children's names that are returning home and the date they will be returning.

8. ASSISTANCE TO NON-CITIZENS

HUD offers the language below as guidance to grantees regarding providing CoC Program assistance to noncitizens:

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 imposes restrictions on eligibility for receipt of public benefits. Governmental entities should consult with their legal counsel for interpretation. Non-profit charitable organizations are not required to, but may, verify an applicant's citizenship or immigration status. If a non-profit elects to do so, they should also consult with legal counsel, as they must follow the procedures required by the Act.

SAs shall establish a policy consistent with HUD's guidance (see above) on assistance to non-citizens.

9. Request for Reasonable Accommodation

At time of application to the LA PSH Initiative, the SA shall provide the application with a summary outlining what a reasonable accommodation is and the process in which the applicant may make a request to the SA. The SA shall ensure that participants who, because of disability, may need assistance in obtaining documentation of the need for accommodations are given all necessary assistance. LHC's reasonable accommodation policy is outlined later in [Chapter 9](#) of this manual.

D. Occupancy Standards

1. HOUSEHOLD DEFINITION

A 'household' is all persons who present together to occupy a housing unit. The occupants may be a single family, one person living alone, or any other group of related or unrelated persons with disabilities who share living arrangements. In calculating annual household income, income from each member of the household is to be considered. (CPD – Community Development – Rules and Regulations – Policy Memoranda – Income Guidelines 12/2/03)

2. HOUSEHOLD COMPOSITION STANDARDS

The SA shall determine the rental unit size for the household in accordance with the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	<i>Minimum</i>	<i>Maximum</i>
1	1	2
2	2	4
3	3	6
4	5	8

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

Unit Size	Family Composition
1	1 adult or 2 adults (couple)
2	2 adults of the same or opposite sex living together in a non-conjugal relationship
2	1 adult and 1 child
2	2 adults (couple) and 1 child
2	1 adult or a couple and 2 same-sex children
3	1 adult or a couple and 2 opposite sex children, both under 6 years of age
3	1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age
3	1 adult and 3 same sex children <u>or</u> opposite sex children all under 6 years of age
3	2 adults (couple) and 3 children

3	1 adult or a couple and 4 children (either all of the same sex <u>or</u> any combination where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6 years)
4	1 adult or a couple and 4 children, 3 of the same sex and 1 of the opposite sex, when all children are at least 6 years of age
4	1 adult or a couple and any 5 to 7 children, providing children do not have to share a bedroom with the parent(s) <u>or</u> with a child of the opposite sex when either is over the age of 6 years

Requests for exceptions (i.e. reasonable accommodation) because of health needs or other circumstances shall be considered by the SA on a case-by-case basis and must be accompanied by appropriate documentation such as a doctor's statement.

3. LIVE-IN AIDE

A live-in aide is a person who resides with an elderly, handicapped or disabled person who:

- Is determined essential to the care and well-being of the person **and**
- Is not obligated for the financial support of the person **and**
- Would not be living in the unit except to provide the necessary supportive services.

The household must provide a licensed professional's certificate that the live-in aide is essential to the care or well-being of the tenant.

A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member. The income of a live-in aide is not counted as a part of the household income.

CHAPTER SIX**INITIAL LEASING ACTIVITIES****A. Rent Reasonableness**

1. HUD requires that all rents for units assisted by the CoC Program be “reasonable” per section g of 578.51 of the CoC Program Interim Rule. The SA shall determine whether the rent being charged for an assisted unit is:
 - a. reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
 - b. not more than rents currently being charged by the same owner for comparable unassisted units
2. SAs shall conduct an initial and annual rent reasonableness survey on all units rented by a program participant. Surveys shall be conducted for all units about to be rented by new program participants; when a participant moves to a different unit; at annual inspection; and when a landlord raises an existing participant’s contract rent.
3. The rent for a CoC Program-assisted unit may not exceed the reasonable rent for that area. The SA must consult with LHC before approving a lease with a contract rent that exceeds 110% FMR at the time of grant award. LHC shall consider approval of contract rent requests over 110% of FMR.
4. SAs shall use the enclosed form for rent reasonableness certification to document a rent reasonableness determination (see **Appendix A-9, Rent Reasonableness and Rent Comparability Forms**). The SA must certify rent reasonableness prior to initial occupancy and executing the Program Rental Assistance contract. In addition, the SA must certify rent reasonableness annually using this certification and kept in each participant file for the full period that CoC Program rental assistance is provided.
5. The SAs must be in possession of the most recent Fair Market Rent data. HUD’s FMR data is updated annually and is available at:

<http://www.huduser.org/datasets/fmr.html>

SRO unit rent is calculated as 75% of the 0BR(efficiency) rate

5BR unit rent is calculated as 115% of the 4BR rate

Additional unit sizes above 5BR will add an additional 15% per bedroom

B. Determination of Participant's Rent

This section will provide guidance to SAs to successfully perform rent calculations for a program participant.

1. MAXIMUM/MINIMUM RESIDENT RENT

a. Maximum Resident Rent

Participant rent in the LA PSH Initiative must be the highest of:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly gross income; or
- The portion of the family's welfare assistance, if any, that is designated for the payment of rent.

b. Minimum Resident Rent

Under the CoC Program, the SA is required to charge a participant rent. However, if a participant has \$0 income after performing the rent calculation, the rent charged would be \$0.

2. CALCULATING MAXIMUM RESIDENT RENT

The SA must perform rent calculations to ensure that it is not exceeding the maximum allowable rent. The CoC Program is subject to 24 CFR Part 5 for income calculations.

a. Rent Calculation Process

To determine the maximum rent payment, the SA shall conduct the following steps:

1. Calculate 10 percent of monthly gross income. Determine whether the resident has income. The types of income listed in Table A on page 46 include the most common sources. Exclude any income that is from a source listed in Table B on pages 47-49. Total all eligible income to determine annual gross income; divide by 12 to determine monthly income; and then multiply by 0.1 to get 10 percent.

2. Calculate 30 percent of monthly-adjusted income. Deduct the items listed on page 47-49 from the resident's annual gross income to determine annual adjusted income; divide by 12 to determine monthly-adjusted income; and multiply by 0.3 to get 30 percent.
3. Determine whether the conditions are present to consider a welfare rent, and if so, determine the amount. If the resident receives public assistance and you are unsure whether a welfare rent applies, check with the HUD Field Office's Public Housing Division or the closest Public Housing Agency.
4. Determine which of the above three items is highest. The program participant must pay the highest of the three items above.

b. Process for Determining Annual Gross Income

The definitions of annual gross income, adjusted income, and welfare rent and the allowable deductions and adjustments to income are described in detail in *HUD CPD Notice 96-3 (see Appendix G)* and can also be found in regulation at 24 CFR Part 5 Subpart F.

The SA should keep in mind the following when making these calculations:

- Types of income that must be included are employment income, social security, welfare assistance, unemployment benefits, and disability or worker's compensation.
- Some income may be eligible for exclusion. Examples include income earned by children under age 18, payment received for the care of foster children or adults, and reimbursement for the cost of medical expenses. These amounts are subtracted from household income before the rent contribution is calculated.

1. Income that Must be Included

For purposes of determining resident rent, annual gross income is the total income of all family members, excluding any employment income of children under age 18, from all sources anticipated to be received in the 12-month period following the effective date of the income certification.

As noted below, with respect to minors, income other than that from employment must be included. Annual gross income includes, but is not limited to:

Table A

INCOME TO BE INCLUDED IN RENT CALCULATIONS	
(A)	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
(B)	The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump sum payment for delayed state of a periodic payment, but see section C under Exclusions below.
(C)	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see section B2C below).
(D)	Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments (e.g., TANF, AFDC, SSI, and general assistance available through state welfare programs).
(E)	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
(F)	Net income from the operation of a business or profession.
(G)	Interest, dividends, and other net income of any kind from real or personal property.
(H)	All regular pay, special pay, and allowances of a member of the Armed Forces, except special hostile fire pay.

2. Income that Must be Excluded

Annual gross income does **not** include:**Table B**

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS	
(A)	Income from employment of children (including foster children) under the age of 18 years.
(B)	Payments received for the care of foster children or foster adults (usually individuals with disabilities; unrelated to the tenant family, who are unable to live alone).
(C)	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property or property losses (but see section B1c above).
(D)	Amounts received by family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
(E)	Income of a live-in aide as defined in Section 813.102
(F)	The full amount of student assistance paid directly to the student or to the financial institution.
(G)	Amounts received under training programs funded by HUD.
(H)	Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS).
(I)	Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
(J)	A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
(K)	Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS	
	for a limited period as determined in advance.
(L)	Temporary, nonrecurring or sporadic income (including gifts).
(M)	For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under laws of that government by persons who were persecuted during the Nazi era.
(N)	Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse).
(O)	Adoption assistance payments in excess of \$460 per adopted child.
(P)	Deferred periodic payments of SSI income and social security benefits.
(Q)	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling; Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
(R)	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937.
	1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).
	2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (43 U.S.C. 5044, 5058).
	3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626).
	4. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).
	5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
	6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)).
	7. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L.94-540, 90 Stat. 2503-2504).
	8. The first \$2,000 of per development shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an

INCOME NOT TO BE INCLUDED IN RENT CALCULATIONS

	Indian tribe by the Secretary of Interior (25 U.S.C. 117).
9.	Scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance programs that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu).
10.	Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056 (f)).
11.	Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.).
12.	Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat.1785).
13.	Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment.
14.	Payments received as AmeriCorps Living allowances (29 U.S.C. Sec. 1552).
15.	Payments received under the WIC-Supplemental Food Program for Women, Infants, and Children.
16.	Payments received under the National School Lunch Program (42 U.S.C. 175-176).
17.	Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778).
18.	Payments received under the Child Care Block Grant Act of 1990.

C. Process for Determining Annual Adjusted Income

The SA must use the enclosed HUD Resident Rent Calculation Form (**see Appendix A-10**), a modified version of this form, or the Yardi system documentation in order to determine a participant's annual adjusted income. This rent calculation form is intended to help the SA make these calculations. The SA shall maintain a completed Resident Rent Calculation Form in each program participant's individual file. Annual adjusted income is determined by deducting from annual gross income the items listed below.

1. \$480 Per Dependent. \$480 must be deducted for each dependent. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: the family head, spouse, or foster child/adult.
2. Reasonable Child Care Expenses anticipated during the period for children 12 and under that enable a household member to work or pursue further education are deducted. The amount deducted for childcare to enable a person to work may not exceed the amount of income received from such work. In addition, childcare expenses may not be deducted if the individual is reimbursed for these expenses.
3. Handicapped Assistance Allowance. The handicapped assistance allowance covers reasonable expenses anticipated during the period for attendant care (provided by non-household member) and/or auxiliary apparatus for any handicapped or disabled household member to work. The amount of expense that exceeds three percent of annual gross income is deducted, provided the resident is not reimbursed for the expenses and the expenses do not exceed the amount earned by adult household members as a result of the handicapped assistance.
4. Medical Expenses of Elderly or Disabled Residents. The amount that may be deducted for anticipated medical expenses not covered by insurance or unreimbursed, generally equals the amount by which the sum of handicapped assistance expenses, if any, as described in section C3 above, and medical expenses exceeds three percent of annual gross income.
5. \$400 Per Elderly or Disabled Family. This allowance is provided to any family whose head of household, spouse, or sole member is at least 62 years old or is

handicapped or disabled. Only one allowance can be provided per CoC Program household.

D. Utility Allowance

LHC requires the SA provide program participants with a utility allowance for those utilities that the participant is responsible for paying. The SA determines the utility allowance as described below. For most households participating in the LA PSH Initiative, the utility allowance is given by deducting the allowance from the amount of rent the household owes each month. In some cases, a utility reimbursement will be owed to the participating household. Such reimbursements are paid directly to the utility provider of the participant's choice (see #3., below). LHC requires the SA to develop a policy and procedure to pay the utility company directly if needed.

1. To determine the appropriate utility allowance, the SA shall obtain utility allowance schedules for their area annually from the local Public Housing Authority. The appropriate utility allowance schedule will be selected for each participant based on the utilities in the unit.
2. It is **essential** that the SA obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority.
3. Any utility reimbursements must be paid directly to the appropriate utility providers. Participants must select the utility provider to receive the payment. This information must be provided by the participant in writing, along with a copy of their most current utility bill. This information shall be collected from the participant when the Program Rental Assistance Payment Agreement is executed and each year at Annual Re-Certification.
4. When documenting the information above, the SA staff should also ensure that the utilities account in question is in the name of an adult living in the assisted household. If an adult household member is unable to open a utility account the reasons, and plan to remedy, should be clearly documented in the participant file.

HUD is working to publish guidance on the administration of a utility allowance in conjunction with rental assistance. LHC shall incorporate this guidance and disseminate it to the SAs when available.

E. Housing Search/Match

Below is a discussion of LHC's policies and expectations regarding the conduct of housing search/match activities.

The SA working with DHH's TSM and/or the supportive service provider will support the participant to conduct a housing search to identify an appropriate apartment. The extent of involvement by the DHH's TSM and supportive service provider in the housing search process will vary by DHH jurisdiction. In general, the SA should work with the participant to identify an apartment and execute a Program Rental Assistance Contract between the SA and the landlord in an expeditious manner. LHC expects the SA to work with the program participant as quickly as possible to reduce the amount of time in housing search and quickly move the participant into a rental housing unit. Furthering a Housing First approach, the SA shall monitor the time necessary for accessing housing through HUD's CoC Program and make every effort to reduce the amount of time a participant is homeless.

The SA is encouraged to identify a portfolio of apartments owned by landlords who will accept rental assistance through the LA PSH Initiative. This pool of apartments and landlords will help facilitate/expedite the housing search process. The SA shall provide additional information on the housing search activities to be conducted in the SA's Policies and Procedures Manual.

F. Housing Quality Standards Inspection

1. Any unit approved for rental assistance payments must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations. Either HUD approved, short form (HUD-52580) or long form (HUD-52580-A) HQS Inspection Form may be used to document unit compliance.

The most recent HQS forms can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/

2. Prior to execution of the Rental Assistance Agreement through the LA PSH Initiative, SA (i.e. qualified personnel trained to conduct HQS inspections) will inspect the unit and the results documented on the HQS Inspection Form. If deficiencies are found, the owner shall be informed and shall be

- required to correct all deficiencies prior to execution of the Rental Assistance Agreement. Additional inspections may be conducted periodically and must be conducted at least annually.
3. On initial inspection, the SA has the right to fail a unit if they feel the landlord will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. The SA will notify the landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.
 4. On the initial inspection, the SA shall resolve all issues and certify HQS prior to the execution of the Rental Assistance Agreement and prior to the participant moving into the unit.
 5. After initial lease-up, each unit shall be inspected annually. If deficiencies are found, the owner and tenant shall be informed in writing. The owner is responsible for completing all necessary repairs within 30 days, as stated on the written notice. If the HQS violation constitutes an emergency situation and is life threatening, as determined by the SA, the landlord shall make necessary repairs in no more than 24 hours. All units failing Housing Quality Standards will be re-inspected to determine compliance. If a unit does not meet HQS within the time frame set out on the HQS Notice of Violation, the rental assistance payment should be withheld on the first day of the following month. If the required repairs are not completed within the next 30 days, the Rental Assistance Agreement may terminate immediately. When a rental assistance payment is withheld, the SA will notify both the owner and the tenant in writing. This notification will inform both of the possibility of contract termination. If this type of situation arises, the SA shall also notify LHC in a timely manner.
 6. LHC will randomly conduct quality control inspections of LA PSH Initiative assisted units to insure HQS standards and compliance as part of its monitoring activities.

G. Leasing Requirements

LHC expects the SA to utilize four leasing documents in order to administer the LA PSH Initiative rental assistance. Below is a discussion of these leasing requirements.

1. KEY LEASING DOCUMENTS

The SA shall utilize the following four key leasing documents:

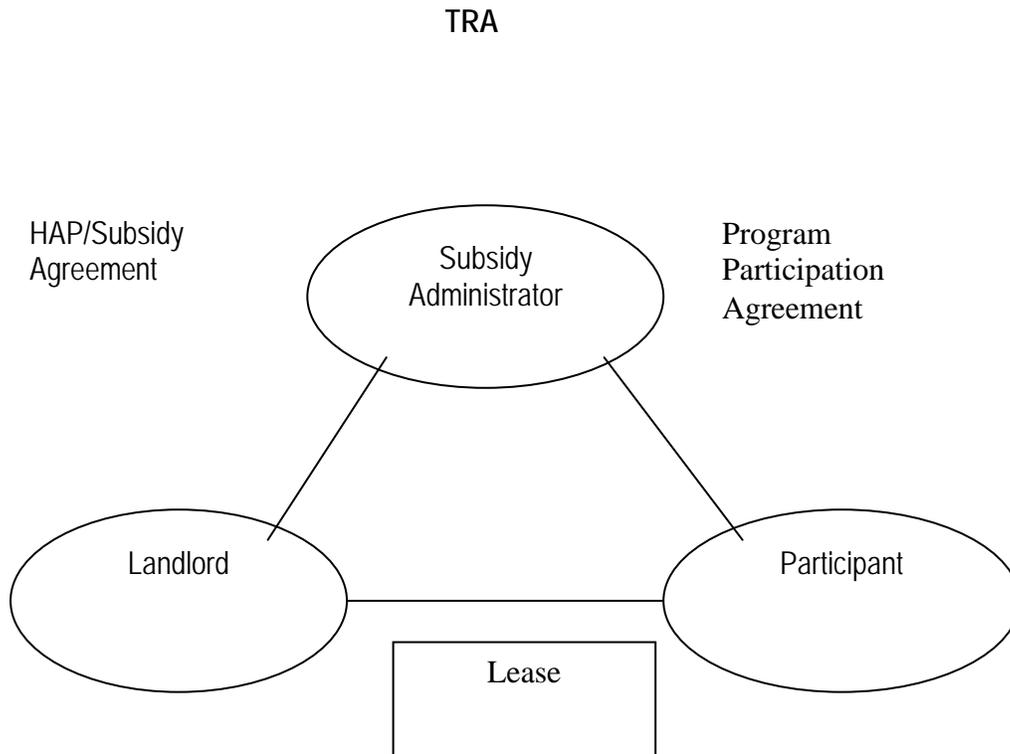
1. ***Lease.*** It is important for the SA to ensure that participants enter into agreement lease with the landlord – that describes the rights and responsibilities of the participant as a tenant. This document includes standard lease provisions – such as those related to rent payments, maintenance of the unit, etc. ***NOTE:*** *The SA will only execute a new lease, if the participant is Re-Housed or Unit Ownership Changes.*
2. ***Rental Assistance Agreement or Housing Assistance Payments (HAP) contract.*** This document binds the SA and the landlord and explains the program expectations that must be met in order for the rental assistance to be paid.
3. ***Rental Assistance Agreement or Housing Assistance Payment (HAP) Amendment.*** This document updates the originally executed agreement to reflect interim, annual and rent adjustments processed by the SA.
4. ***Program Participation Agreement.*** This document binds the participants and the SA and explains the expectations of program participation. This agreement will typically be executed at the Program Briefing (upon acceptance into the LA PSH Initiative).

See Appendix A for the standard lease (**Appendix A-5**), Rental Assistance Agreement (**Appendix A-7**) and Participation Agreement (**Appendix A-6**).

2. LEASING RELATIONSHIP FOR TENANT BASED RENTAL ASSISTANCE

The following diagram below shows how these three documents relate to each other for the tenant-based rental assistance utilized by the LA PSH Initiative.

Relationship with Tenant Based Rental Assistance:



H. Environmental Review/ Lead Based Paint Policy

1. ENVIRONMENTAL REVIEW REQUIREMENT

HUD's mission, according to the Housing Act of 1949 is: to provide a decent, safe, and sanitary home and suitable living environment for every American. To meet this mission and satisfy other federal environmental standards and requirements, all HUD funded housing programs are subject to Environmental Reviews.

There are different levels of Environmental Review for different CoC Program activities.

CoC Program Activity	Level of Review	Regulatory Citation
TRA	Categorically excluded, not subject to 24 CFR 58.5. Use CENST form https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/	58.35(b)(1)

When an environmental review is required, the reviews are completed by a "Responsible Entity," which is defined as the unit of local government within which the project is located that exercises land use responsibility or, if HUD determines this infeasible, the county, or the State. LHC will serve as the "Responsible Entity" for this purpose.

LHC staff will conduct the appropriate environmental reviews in a timely manner. Mr. Agaha Brass of LHC will be the point of contact on Environmental Reviews. Mr. Brass may be reached at Phone: 225-763-8700 Ext. 303 or Email: abrass@lhc.la.gov.

2. LEAD-BASED PAINT POLICY

a. Overview

All households regardless of composition will be given the brochure "Protect Your Family from Lead in the Home" at the LA PSH Initiative Program Briefing and be provided with the form "Disclosure on Lead-Based Paint" to complete with their landlord if the landlord has not already provided such form.

b. Inspections

The Lead-Based Paint section of the HQS applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age or a member who is pregnant, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age or pregnant women, including on-site play areas and child care facilities. (24 CFR 35.1200)

All units as described above will be inspected for Lead-Based paint deterioration as defined in HQS form 52580-A. Procedures as written in section 1.9 of HQS form 52580-A will be followed for needed corrections.

Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Please refer to 24 CFR 35.1200 and the “Interpretive Guidance, the HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally owned housing being sold (24 CFR Part 35)” if further information is needed.

c. Staff Training

The following information must be reviewed whenever a new SA staff is hired and/or whenever households with children ages six and under enter the LA PSH Initiative.

- Lead hazards are found not only in peeling paint but also in dust from window sashes and around door jambs, plumbing fixtures, water flowing from lead pipes, marine painted surfaces, costume jewelry, pottery and in residue on shoes or clothing of people who work with car radiators and batteries (see brochures).
- Lead dust, often found in window sashes, can be a greater hazard than peeling paint.
- Children in households who are members of a “high risk population group” i.e., those that receive Medicaid, TANF, Head Start and/or WIC, receive routine screenings at 12 and 24 months. If not previously screened, children ages 36 to 72 months that are in a high-risk group will also be screened.

d. New Households

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one or more children of less than 6 years of age:

- Inform the head(s) of household about lead hazards often present in housing in the State of Louisiana.
- Provide the program participant with “Protect Your Family from Lead In Your Home”
- If in receipt of a tenant-based assistance through the LA PSH Initiative, advise the family to look for housing in buildings built after 1978 or housing that has been recently rehabilitated.
- Advise family to look for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.
- Pay particular attention when conducting initial and also annual HQS inspections in units that will be (or are) occupied by households with children ages six and under or pregnant women. SA staff performing the HQS inspection must evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.
- Obtain copy of signed “Lead Disclosure Statement” from the Landlord to keep in the tenant file, both initially and at the annual re-certification. In accordance with Louisiana State Law, Landlords are required to provide tenants with the brochure “Protect Your Family from Lead in Your Home”, and have them sign a lead disclosure statement.

As soon as a lead hazard is identified (at any point in the household’s tenancy) the SA must ask the landlord to remedy the hazard within 30 days. If a reasonable effort is being made to remedy the hazard but it takes more than 30 days, the SA has the discretion to stop the Rental Assistance Agreement until the unit meets HQS.

e. Children with Elevated Blood Levels

If a child living in a CoC Program-assisted unit develops an elevated lead level or becomes lead poisoned, the SA shall refer the family to appropriate medical treatment

to ensure that the child receive appropriate care. In addition, the SA must notify LHC of a lead hazard in the assisted unit. It is the responsibility of the SA to make sure that lead hazard deficiency is corrected by the landlord within 30 days so the unit comes back into compliance with HQS requirements.

The SA is encouraged to use the resources available on the LA's Department of Environmental Quality lead paint webpage -

<http://www.deq.louisiana.gov/portal/tabid/2884/Default.aspx>

CHAPTER SEVEN**ON-GOING OCCUPANCY****A. Working With Landlords**

1. LANDLORD OUTREACH

The SA should conduct outreach to landlords and clearly explain the importance of the LA PSH Initiative for homeless, disabled tenants. Landlords may be reluctant to rent units to people with poor credit reports and housing histories, and possible criminal histories. Successful landlord outreach efforts often stress the benefits of the LA PSH Initiative including:

- Certainty of payment – as long as the unit continues to meet housing quality standards, and the qualified program participant is living in the unit and compliant with the program, the landlord is guaranteed to receive a rental payment (equal to the majority of the rent) in a timely manner;
- Support Services – Assurances to landlords that a full range of supportive services are available to participant that need them, 24 hours a day; and
- Landlord Support – Provision of liaison and mediation services between participants and landlords – ensuring that both parties feel supported if problems arise with the participant. The SA should collaborate with their DHH and/or HST to provide liaison and mediation services.

2. LANDLORD PARTICIPATION

- a. The SA shall require landlords to provide the following landlord verification in writing prior to execution of the Rental Assistance Agreement:
 - Proof of ownership for the specific rental property in the form of a Deed specifying the owner(s);
 - Name, address and telephone number of the owner;
 - Name(s) of agent or property manager;
 - An owner's authorization allowing the agent or property manager to act on their behalf and/or sign documents;

- Tax ID or Social Security Number; and Corporate status of the Owner;
 - Completed Federal W-9 form signed by the Owner or Authorized Representative and
- b. Prior to the execution of the Rental Assistance Agreement, the SA shall collect all information above to comprise the Landlord Verification Packet. The SA shall witness the execution of all documents requiring signature by the Owner or Authorized Agent. The SA shall maintain a complete Landlord Verification Packet for each rental unit supported by the LA PSH Initiative. The SA shall also update the Landlord Verification Packet annually to coincide with the annual tenant and unit re-certification process. See **Appendix B** for the required forms associated with the Landlord Verification Packet.
- c. If the proof of ownership documents shows the landlord is not in good standing with the State of Louisiana for any reason the SA should act upon this information by contacting the owner and consulting with LHC staff.
- d. As provided in 24 CFR Section 982.306, the SA may not approve a unit if the landlord:
1. Is known to have violated obligations under a Rental Assistance Agreement;
 2. Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
 3. Has engaged in any drug-related criminal activity or any violent criminal activity;
 4. Has a history or practice of non-compliance with the HQS for units leased under federal tenant-based rental assistance programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
 5. Has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the

household that:

- i. Threatens the right to peaceful enjoyment of the premises by other residents;
- ii. Threatens the health or safety of other residents, of employees or contractors of the SA, or of employees of the landlord or other persons engaged in management of the housing;
- iii. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
- iv. Is drug-related criminal activity or violent criminal activity;
- v. Has a history or practice of renting units that fail to meet state or local housing codes; or
- vi. Has not paid state or local real estate taxes, fines or assessments.

For purposes of this section, "landlord" includes a principal or other interested party.

- e. In accordance with the Code of Federal Regulations, the SA may give the landlord the following information about an Applicant: 1) name and address (as shown in the Processing Center's records); and 2) the name and address of the Landlord at the Applicant's current and prior address, if applicable.

3. PROGRAM PAYMENT TO LANDLORD

LHC requires the SA to establish policies and procedures to track the timely disbursement and receipt of payments to landlords. The SA shall make rent payment to the landlord no later than 3 days upon receipt of LHC payment. The SA shall utilize the Program Management Grant Management Workbook to record when all payments were disbursed to landlords. In addition, the SA shall establish a system to verify receipt of rental assistance payments to landlords. At a minimum, the SA shall develop internal procedures as part of their agency's check reconciliation process to ensure that the rental assistance payment is received and cashed by the Owner or Authorized Agent. If it is discovered that a program payment was not cashed by the Owner or Authorized Agent, the SA shall further investigate the occurrence and resolve any issues that have arisen.

B. Security Deposit

1. The initial security deposit for the participant will be paid by the SA. The SA will not pay security deposits in excess of the full contract rent.
2. When the tenant moves out of the rental unit, the Owner, subject to state and/or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the tenant owes under the lease.
3. The Owner must give the participant and the SA a written list of all items charged against the security deposit, and the amount of each item within 30 days of the tenant move-out date. After deducting the amount, if any, used to reimburse the owner, the owner must refund within 60 days of the move-out date the full amount of the unused balance to the SA.
4. SAs must follow-up, in writing, with all landlords who have not documented or returned security deposits, within 60 days of participant move-out date. Initial verbal or written contact with the owner should be made immediately after the tenant moves from the unit to assess possible security deposit deductions.
5. The SA shall utilize any unused balance of the returned security deposit to pay for a subsequent security deposit. The participant shall pay for any balance required for any subsequent security deposit. LHC may authorize payment of additional security deposits under exceptional circumstances; where such circumstances may exist, the SA must contact LHC for authorization.

C. Absence from Program Assisted Unit

1. In the LA PSH Initiative, LHC expects rental assistance payments on behalf of a participant to continue if the participant is institutionalized. If this occurs, the SA shall re-calculate the tenant rent to \$0. LHC requires SAs to provide up to 90 days of rental assistance while the participant is institutionalized. For the purposes of this policy, local jails are considered an institution.
2. If the household members are absent from the unit for over 30 days for personal reasons, the program participant may request and the SA may approve the

absence. Before the SA grants approval, the SA shall inform LHC in writing of the approved absence as well as communicate with LHC any change of status. If the absence continues for more than 90 consecutive days, LHC reserves the right to terminate the participant from the program. The SA and DHH shall make final termination of rental assistance from the LA PSH Initiative. For the purposes of this policy, absence from the unit means **no** family member listed on the lease is living there. The SA shall develop its own policy regarding absence from the program unit in its Policies and Procedures consistent with the LHC guidance provided above.

D. Certifications - Move-In/Annual/ Interim Re-Certification and Initial and Annual Inspection

Certifications can be completed for a variety of reasons including, initial move-in, unit transfer and re-certification.

The Rental Calculation Sheet contains the following codes:

- Move-In – utilize to identify the first unit rented under the LA PSH Initiative
- Unit Transfer – utilize when transferring a participant to a new unit after initial move-in
- Interim Recert – utilize for rental changes between initial certification and annual re-certification
- Gross Rent Change – utilize if unit and income remain the same but gross rent amount has changed

1. **Move-In:** During initial move-in, certification is required for all participants and includes the following:

- Rental Calculation including unit rent, utilities, participant and SA payment amounts;
- Verification of eligible homeless living situation within 7 days of move-in;
- Verification of Household Income and Assets as shown on documents dated within 120 days of rental calculation effect date;
- Household composition verification;
- Rent Reasonableness Documentation;
- Explanation, review and completion of forms to inform participants of their responsibilities in the LA PSH Initiative;
- Verification of access to supportive services through the housing support team;
- Initial HQS inspection;

- Execution of Rental Assistance Contract and Landlord Forms; and
 - Completion of Release of Information forms to allow appropriate coordination of services and data sharing.
2. **Annual Recertification:** The SA is required to re-certify a participant's eligibility in the LA PSH Initiative at least annually by HUD. The annual re-certification process shall begin 120 days prior to the anniversary of the 1st of the month in which the participant initially leased into the LA PSH Initiative. To begin this process, SAs should communicate (mail, deliver, etc) re-certification packets to each participant with instructions on how to complete and return it within 30 days. Any documents not collected at the initial lease up should also be obtained during the re-certification process. See Appendix J for the re-certification schedule template.

Annual re-certification is a required annual verification for current participants and includes the following:

- Written re-certification notice to the program participant
- Rental Calculation including unit rent, utilities, participant and SA payment amounts
- Verification of Household Income and Assets as shown on documents dated within 120 days of rental calculation effect date
- Household composition verification
- Rent Reasonableness Documentation
- Explanation, review and completion of forms to inform participants of their responsibilities in the LA PSH Initiative
- Verification of access to supportive services through the housing support team
- Annual HQS inspection
- Execution of Rental Assistance Contract Amendment and update applicable Landlord forms as necessary
- Completion of Release of Information forms to allow appropriate coordination of services and data sharing

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

The annual inspection may or may not be completed during the annual re-certification process. An HQS inspection must be completed at least annually but the SA may complete the annual HQS inspection earlier than the annual re-certification process to facilitate efficient use of inspector resources.

SAs are not required to recertify disability status after initial verification.

3. Steps in the Re-Certification Process

LHC recommends that the SAs utilize and incorporate the following steps in their local recertification process.

1. SAs will send notice to the tenant at 120 days prior to their anniversary date. (This is time for the Annual Recertification Process to begin). At this time, the SAs should also copy or notify the DHH supportive service provider (i.e. the participant's case manager) that the process has been initiated.
2. At the same time, contact the landlord to inform them of the annual recertification.
3. All adult family members must sign all applicable forms including releases and verifications.
4. Income of all family members must be third party verified. Examples of verification are: SSI/SSDI, employment verifications and other third party verification.
5. Financial data for all assets must be verified to calculate or impute asset income.
6. Verify all income deductions using third party verifications. Medical deductions may only be given for actual out-of-pocket expenses. Outstanding bills may also be counted, if a payment plan is in place and the tenant is currently making monthly payments. Childcare deductions may only be taken if the care is not subsidized by another party, and is necessary for the family to work or search for work and the child is 12 or under.
7. If a new lease is being executed, you must obtain a copy of the landlord's lease for your file. The Landlord must also sign the HAP/Rental Assistance Agreement.
8. If there is any requested documentation missing from the file, the SA will send the "Missing Documents Letter" to the tenant instructing them to provide the missing documentation immediately.
9. If the tenant does not respond to the 120-day request, send another letter 90 days prior to the re-certification date requesting they contact their DHH supportive service provider /SA.
10. If the tenant does not respond to the second request, send another letter 60 days prior to the recertification date requesting they contact their supportive service provider/DHH/SA. At this point, the SA and Case Manager should

- work closely to schedule a site visit to the unit to allow the case manager to engage the participant to complete the recertification.
11. SAs will send a letter to the tenant 30 days from the effective date explaining that payments to the landlord will stop the following month. The landlord and the PSH Service Provider/DHH should also receive a copy of this letter.
 12. If the tenant does not respond to the final request within 15 days, the SA will send a termination letter.

4. Recertification Schedule

SAs are required to adhere to the following recertification schedule:

Louisiana Permanent Supportive Housing Initiative Recertification Template			
Annual Recertification Date	Date Recertification Packet Should Be Prepared	Date Annual Recertification Notice Should Be Mailed	Date in Which Annual Recertification Should be Completed and Rent Letter Mailed to Participants to Allow 30-day Notice
January 1st	August 20th	September 1st	December 1st
February 1st	September 20th	October 1st	January 1st
March 1st	October 20th	November 1st	February 1st
April 1st	November 20th	December 1st	March 1st
May 1st	December 20th	January 29th *	April 1st
June 1st	January 20th	February 1st	May 1st
July 1st	February 20th	March 1st	June 1st
August 1st	March 20th	April 1st	July 1st
September 1st	April 20th	May 1st	August 1st
October 1st	May 20th	June 1st	September 1st
November 1st	June 20th	July 1st	October 1st
December 1st	July 20th	August 1st	November 1st

*For June recertification packets only, since there is not 30 days in February, notifications for June recertifications need to be dated and mailed on the 29th of January

5. **Interim Recertification:** The SA shall conduct an interim re-certification at the request of the participant. An interim re-certification is a verification of changes in household income or composition reported to the SA by the participant. Such changes should be reported to the SA in writing and include the signature of the participant. Interim re-certifications do not require a new HQS inspection. The SA will not increase or process a participant's rent whose income increases during the year until the next scheduled annual re-certification. Rent recalculations must be made if decreases in income are identified.
6. **Documentation Requirements:** Documentation of household income, household composition, and the extent of medical or other allowable household expenses, and ongoing access to DHH-provided support services shall be obtained in writing by the SA. The SA shall make an appropriate determination as to the new amount, if applicable, of the participant's share of the rent and the amount of the Rental Assistance Agreement's contract rent (i.e. contract or HAP rent), all in accordance with the schedules and procedures established by the Code of Federal Regulations.
7. **Documentation of Assets:** Assets will be verified in same manner as when the participant entered the program. The DHH will provide written documentation of access to support services provided by the supportive service provider.
8. **Written Notification:** All participants shall be notified in writing regarding the impending re-certification at least 90 days in advance to allow time for income documents to be gathered, appointments to schedule, and paperwork to be completed at least 30 days prior to the annual re-certification date.

Example: April 1st – re-certification due

- January 1st – written notice to tenant
 - No later than Feb 28th - re-certification paperwork is complete and written notices of any financial changes are sent to tenant and landlord
9. **Required HQS Inspection:** All participant rental units shall be inspected by the SA at least annually and may be part of the annual re-certification process to ensure that Housing Quality Standards continue to be met. Participants shall be notified in writing on the impending inspection at least 30 days in advance.
 10. **Change of Housing Composition:** Households reporting the addition of a

household member should provide identification documentation, social security card and income documentation for the new member.

11. **Social Security Documentation:** The SA may use other official documents that contain the Social Security Number as a method of securing social security information.

E. Adjustments of Program Participant's Rent

1. Adjustments of Tenant Rent shall be made in accordance with re-certification procedures (see **Section D., above, "Annual and Interim Re-Certifications"**).
2. When a household's income decreases, the participant's rent shall be adjusted and the adjustment shall be effective the first day of the month following the date the income change was reported by the family. The "date reported by the family" is the date the family completed the request and submitted all verification forms required by the SA.

F. Annual/ Interim HQS Re-Inspection

The SA must conduct physical inspections of all LA PSH Initiative assisted units (regardless of rental assistance type) at least annually to ensure that the units continue to meet HQS. The inspection may be coordinated with the annual re-certification of income. Two to three months prior to the anniversary date of the Rental Assistance Agreement, the SA should initiate the HQS inspection process so that the process is complete by the anniversary date. The SA shall conduct interim HQS inspections if requested by the landlord or program participant or upon turnover of the unit to a new participant.

G. Special Circumstances

Death of a Participant

In accordance with 24 CFR 578.75(i), if a program participant dies, the surviving member or members of the household have the right to receive rental assistance until the end of the lease in effect at the time of the death of the qualifying household member. If this situation arises, the SA will make a note explaining this situation when submitting their Annual Progress Report.

CHAPTER EIGHT

SUPPORTIVE SERVICES

A. DHH Coordinated Supportive Services

As stated earlier, DHH is responsible for ensuring the provision of the necessary support services to help sustain the participant's long-term housing stability. These services will provide the housing-based community support services to support the program participants in permanent housing. The DHH's support services are provided through a range of Medicaid financed services which offer housing stabilization and case management-like services to assist participants in retaining their housing.

B. IHSP Development

The SA will work closely with the assigned supportive service provider to provide an individualized assessment resulting in the development of a housing support plan (IHSP). The IHSP is developed with the active involvement of the participant. Housing support plans must be developed and tailored to the participant's needs, both at program entry and over time. According to the CoC Program interim rule, a recipient or sub-recipient must perform ongoing assessments of participants' service needs and amounts spent on those supportive services and make adjustments to service plans as needed. DHH will ensure that supportive service provider reviews and updates the IHSP with the participant at least annually to assess progress toward the participant's goals as well as to make any changes to reflect new circumstances or needs. This is essential so that participants receive the specific services that they need.

The DHH and their supportive service providers are responsible for developing/updating the IHSP per DHH's policies and the respective Medicaid service for the PSH program and for tracking the provision of support services. The SA and the DHH shall collaborate on monitoring individual participant progress as well as progress toward the LA PSH Initiative's goals. As part of its CDBG funding for supportive services offered in conjunction with PSH, LHC monitors DHH's coordination and provision of these supportive services including the development and update of the IHSP for all program participants.

CHAPTER NINE

GENERAL PROGRAM OPERATIONS

A. Reasonable Accommodation Policy

1. Reasonable Accommodation

Federal and Louisiana law prohibit discrimination based on disability in connection with government programs and housing. Section 504 of Rehabilitation Act of 1973 (Section 504) prohibits discrimination in federally-funded housing programs. The Americans with Disabilities Act (ADA), enacted in 1990, prohibits discrimination and requires state and local governments to make their programs, services, and activities fully accessible to people with disabilities. The Fair Housing Act of 1968, as amended, prohibits discrimination in housing and makes it unlawful for any person or organization to fail to make reasonable accommodations in rules, policies, and services to give a person with a disability equal opportunity to occupy and enjoy the full use of a housing unit. All of the above statutes require that individuals with disabilities be given “reasonable accommodations” in rules, policies, practices or services in order to give them an opportunity to participate fully in a program. The ADA and Section 504 also protect family members or others associated with a person with a disability—for example, an adult able-bodied parent caring for a child with a disability must be accommodated so that he or she is not sanctioned for engaging in caretaking needs for a child with a disability.

There are two key principles underlying the bar on discrimination against people with disabilities:

1. Individualized treatment. “Individualized treatment” requires that individuals with disabilities be treated on a case-by-case basis consistent with facts and objective evidence. Individuals with disabilities may not be treated on the basis of generalizations and stereotypes.
2. Effective and Meaningful Opportunity. “Effective and meaningful opportunity” means that individuals must be afforded meaningful access to the LA PSH Initiative.

The need for a reasonable accommodation may arise at the time a person is applying for housing, during their tenancy, to avoid an eviction, or to avoid program termination. LHC will provide periodic training to SA staff on the Reasonable Accommodation

Policy and the process in which to consider a reasonable accommodation request by an applicant or program participant.

2. Examples of Reasonable Accommodations

Examples of a Reasonable Accommodation may include:

- Applications in alternative formats;
- Assistance completing applications or obtaining documentation;
- Secondary contact on application;
- Allowing for home visits or telephone contacts rather than in-office meetings;
- Rescheduling appointments for documented disability related reasons;
- Exceptions to screening criteria (criminal history, etc.);
- Extra time to gather documentation;
- Extra housing search time;
- Allowing a live-in caregiver; or
- Reinstating rental assistance that was terminated for cause.

3. Individuals with Visual, Speaking, or Hearing Impairments

LHC, SA's, and DHH must ensure that individuals with visual, speaking, or hearing impairments can effectively communicate with them. They must advise individuals with disabilities, or their representatives, that they may be provided with auxiliary aids and services to afford effective communication. Auxiliary aids and services include, but are not limited to, qualified language or sign language interpreters, written material, translated material, note pad and pen, note-takers, materials in alternative formats (including Braille, large print, audio tape, CD, email, etc.) and TTY numbers for persons who are deaf/hearing impaired.

4. Requests for Reasonable Accommodations

A request for reasonable accommodation does not need to be made in any particular form or use specific words or phrases, such as "reasonable," "accommodations," "ADA," or "disability" in order to prompt an employee's obligation to record, consider, and provide a reasonable accommodation. A request may be oral or in writing. It consists of a verbal or nonverbal communication that a reasonable person would interpret as a request for extra help or an exception to rules, policies, or procedures due to disability.

Example: An applicant/participant's statement that she missed a 9:00 AM appointment because she has arthritis that limits her ability to walk and drive in the morning must be treated as a request that her appointments be scheduled in the afternoon.

Example: An application form with a high percentage of questions answered incorrectly and ineligibly, together with the applicant/participant's statement that he cannot see as well as he used to, should at a minimum be treated as a prompt for the case worker to ask if the applicant/participant needs assistance in completing the application and possibly other accommodations such as oral communications and assistance with other necessary paperwork and forms.

The SA staff must inform all applicants/participants that it is their right to request a reasonable accommodation if the individual discloses a disability or if the SA staff feels an accommodation might be necessary for participation. They must inform the applicant or participant that disclosure of disability information is voluntary and that the information may be shared pursuant to the administration of the LA PSH Initiative.

All disability-related barriers or limitations and all reasonable and necessary accommodations should be prominently noted in the case file in a location where they will be immediately obvious to any SA staff that accesses the file, to ensure that accommodations will be provided in all instances, including when cases are transferred or the SA staff person is unavailable.

With the person's written permission, information about disabilities and reasonable accommodations should be disclosed when a referral is made to another agency or entity and accommodations will be needed to ensure that the applicant/participant can access services from that agency or entity.

Any time an obvious barrier to successful program participation exists, the SA staff will provide additional assistance, even if a disability has not been diagnosed.

5. Documentation

Individuals with obvious disabilities, such as deaf or blind individuals, shall not be required to provide documentation of a disability and need for an accommodation. If documentation of a disability is required, the SA staff must assist the individual in obtaining that documentation if necessary. Because many individuals with disabilities and/or their caregivers face multiple barriers and require interventions by a multiplicity of agencies and programs, SA staff will take necessary steps to ensure that their disability is not a barrier to service delivery and coordination.

6. Review and Approval

The following accommodations require approval by the SA:

- Provision of a Larger Bedroom Size;
- Provision of a Higher Contract Rent;

Other accommodations may be provided by program workers without further formality.

For accommodations that require SA approval, requests should be submitted in writing to the SA for decision. SA staff should assist the applicant/participant in completing the written request and obtaining documentation. The SA shall review the request and make a decision in writing within a 30 day period. The SA shall notify LHC regarding all reasonable accommodation decisions. For these requests, the SA and the applicant/participant shall complete the Reasonable Accommodation Worksheet to document the nature of the request (see **Appendix H**).

A written request for a reasonable accommodation must include reliable disability related information that:

- Verifies that the individual has a disability as defined in this policy
- Describes the needed accommodation; and
- Shows an identifiable relationship between the requested accommodation and the individual's disability.

Depending upon the circumstance, this information may be provided by the individual, him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party. The SA may refuse to provide a requested accommodation if providing the accommodation would constitute an undue financial and administrative burden or fundamental alteration of the providers' housing program.

B. Discrimination Policy

1. Right to File a Complaint

An Applicant or Participant who believes that they have been discriminated against on the basis of disability has the right to file a complaint under the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act (Section 504) with the LHC's central office ADA coordinator. The ADA coordinator will review and investigate (if necessary) all complaints. Any person whose requests for accommodations are not fully granted by the SA or DHH shall be informed of their right to file a complaint with the LHC ADA coordinator.

Individuals who believe they have been discriminated against on the basis of disability (including failure to provide reasonable accommodations), race, national origin (including the failure to provide access to services to people with limited English proficiency) may also file a complaint with HUD or the Louisiana Human Rights Commission.

2. Informing the Applicant/Participant

The SA must have posters that effectively communicate the rights of people with disabilities to file a complaint if they believe they have been denied access to programs, services, benefits because of their disability, or if they have been denied the help they need to access programs, services, or benefits. The poster must be displayed in clearly visible areas.

3. Disability Complaint Procedures

a. Steps by the SA

All complaints received by the SA alleging that any employee of the agency has failed to comply with or has acted in a way that is prohibited by the ADA or Section 504 should forward the complaint to LHC's ADA coordinator.

A complaint shall include the following information:

1. The name of the complainant and/or any alternate contact person designated by the complainant to receive communication or provide information for the complainant.

2. The address and telephone number of the complainant or alternate contact person; and
3. A description of the discrimination, failure to accommodate disability, or the manner in which the ADA or Section 504 has not been complied with or has been violated, including times and locations of events and names of witnesses, if appropriate.

Complaints do not need to be on a particular form. A complaint shall not be denied, rejected or ignored if it is incomplete, unless the ADA coordinator is unable to identify and contact the complainant to supplement the information provided. Any time an applicant or participant makes a verbal complaint of discrimination based on disability, the applicant/participant must be offered help to put the complaint in writing.

b. ADA Coordinator Steps

The LHC ADA coordinator is required to take immediate action on the complaint. In most instances the ADA coordinator will investigate and respond to the complaint within 14 business days.

The complaint investigation shall be conducted by the ADA coordinator or the backup ADA coordinator for the agency. If the ADA coordinator was involved in the initial decision to deny the accommodation, then the applicant/participant shall be informed of this, and shall have the option to have the complaint handled by the backup ADA coordinator. If the applicant/participant does not specify a choice, the complaint shall be handled by the ADA coordinator.

All investigations shall include a meeting with the applicant/participant to elicit information about their disability and the complaint. Whenever possible the meeting should be held in-person rather than by telephone.

c. Resolved Complaints

If the applicant/participant and the ADA coordinator jointly agree to a resolution of the complaint, the ADA coordinator will put the agreement in writing and send two copies of the agreement to the applicant/participant.

The agreement will generally contain the following items:

- A description of the complaint.
- A summary of the facts.
- A description of the resolution agreed to.

- The time frame for resolving the complaint.
- An assurance that LHC, the SA, and DHH will comply with the specific terms of the agreement.
- An explanation that the applicant/participant must sign a copy of the agreement and return it to the ADA coordinator in the time specified in order for the agreement to go into effect. All terms of the agreement will be explained orally to the applicant/participant before the written agreement is provided.

If the complaint has been resolved, the resolution should be recorded and filed in the applicant/participant's case file and with the ADA coordinator.

d. Unresolved Complaints

The LHC ADA coordinator shall review the complaint, and attempt to resolve the matter within 20 business days, absent extenuating circumstances.

If the ADA coordinator cannot resolve the applicant/participant's complaint, the ADA coordinator will send the applicant/participant a notice of non-resolution.

The notice will include the following:

- A description of the complaint.
- A summary of any resolution proposed.
- A statement addressing the issues that could not be resolved.
- The factual and legal reasons why the complaint was not fully resolved in favor of the applicant/participant.
- The applicant/participant's right to file a complaint with the Louisiana Human Rights Commission and HUD.
- Contact information (name, phone number, address, fax, and email) for both Louisiana Human Rights Commission and HUD.

Except in exceptional circumstances, the LHC ADA coordinator shall notify the individual of the final determination in writing or in alternate format as necessary, within 20 business days of receipt of the complaint.

C. Termination Policy

In general, LHC expects the SA to make every effort to maintain rental assistance with the participant. However, there are circumstances in which there may be a need for some type of termination – either from the unit or from the LA PSH Initiative itself. Below is LHC’s policy on different types of terminations for a variety of reasons.

The SA, in collaboration with the DHH, must provide due process in regards to considering terminations from the LA PSH Initiative including:

- ◆ Written notice to the participant containing:
 - a statement of the reason(s) for the termination;
 - the effective date of termination; and
 - an outline of the appeals procedure

A review of the termination decision is available to all participants, where the participant has the opportunity to present objections before someone other than the person(s) or their subordinate who made or approved the termination decision; and 10 day written notice of the final decision will be issued to the participant.

The SA’s Policies and Procedures and the agreement between the SA and the DHH will outline this process and the role of both parties.

1. TERMINATION – DUE TO RENTAL ASSISTANCE NOT NEEDED

One of the goals of LA PSH Initiative is to increase a participant’s income. If at some point in time, a program participant’s income results in \$0 of rental assistance needed (i.e. \$0 HAP) then the SA must keep the participant on the program for 6 months to ensure income increase is stable. After the 6 month period for tenant-based rental assistance, the SA shall terminate the participant and give the rental assistance to a new participant.

If a participant’s income increases so that no rental assistance is needed the SA should take the following steps to document the change in the participant file, Yardi and the HMIS system.

- Complete the annual certification paperwork process including the necessary back-up documentation and notification to landlord for the participant chart;
- Enter the annual certification paper work into Yardi
- Review the participant’s income levels in 4 months to assess household income levels

- If the review shows continued adequate income levels to support the unit rent and utilities, a 30 day notification will be sent to both the participant and landlord noting the termination of LA PSH Initiative assistance and enter the termination into the HMIS system
- If the review shows an income levels are not adequate to support the unite rent and utilities the participant should be re-certified.

2. TERMINATION – SERVICES NOT NEEDED

LHC will ensure that services are offered to program participants through DHH and its supportive service providers. The receipt of services will not be a condition for receiving rental assistance. However, long-term participants (at some point in time) may no longer need services. In this circumstance, the SA and DHH should work cooperatively with participants to locate other appropriate affordable housing.

3. TERMINATION OF RENTAL ASSISTANCE FOR NON-COMPLIANCE

LHC and the SA will make every effort to maintain rental assistance through the LA PSH Initiative. The SA and DHH will jointly make decisions on termination of rental assistance through the LA PSH Initiative. LHC and DHH will jointly make decisions on appeals regarding termination. LHC will allow the rental assistance to a former participant who was previously terminated from the program.

The SA may terminate LA PSH Initiative rental assistance payments in accordance with federal regulations, LHC's Policies and Procedures, the Rental Assistance Agreement and participant's obligations under the Participation Agreement.

4. TERMINATION OF LEASE

Landlords have the right to terminate the lease with a participant in accordance with Louisiana tenant-landlord law. If a participant is in good standing in regards to the LA PSH Initiative, the SA should: (1) help the participant locate a new unit and (2) continue providing rental assistance on their behalf once a unit is found

An Owner may evict the program participant household from the contracted unit only by instituting a court action. The Owner must notify the SA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the family under state or local law. *Eviction does not always equal termination of rental assistance.* Final termination of rental assistance may only be approved by the SA. The SA shall work closely with LHC on these types of situations.

5. TERMINATION OF LEASE AND MOVING

For tenant-based rental assistance, participants can move to another unit and take the LA PSH Initiative rental assistance with them within the CoC's jurisdiction. The participant must provide at least a thirty day written notice, to both the landlord and SA. The household may not move more often than once per year. In such cases, the participant must provide at least a 30 day written notice submitted by the first day of the month prior to the move, to the SA and the landlord. This written notice may include statements from doctors, employers or school counselors. If the participant asks to move in the middle of any lease term, permission may be granted only with a written statement from the Owner releasing the participant from the lease. Under certain circumstances involving, for example, health, education or employment needs, the SA may waive these limitations.

In general, the program participant may not move outside of the SA's jurisdiction. If there are extenuating circumstances that requires a participant to move to another SA's jurisdiction, LHC will consider and make approvals on a case by case basis.

Each SA may develop a reasonable policy to limit the number of moves a tenant makes during their LAS PSH Initiative enrollment to enhance household stability. This policy should be drafted by the SA and submitted to LHC for approval.

D. Appeal Policy

1. APPEAL POLICY

a. Appeal of Initial LA PSH Initiative Eligibility Determination

1. The SA shall develop an appeals process within their Policies and Procedures in order to allow an applicant to appeal the initial program eligibility determination.
2. The SA in collaboration with DHH shall make the decision on such an appeal by an applicant.

b. Appeal of Program Termination

1. If a participant's rental assistance is subject to termination because of violations described above in Section B, "Termination Policy," the participant must be offered due process in the form of a formal appeal before

- termination. At the request of the participant, LHC in coordination with DHH will make the decision to hold a formal appeal; the SA has responsibility for scheduling the formal appeal, notifying all parties. LHC will be responsible for documenting the proceedings of the formal appeal.
2. LHC and DHH staff will conduct the formal appeal. At a minimum, participants in the formal appeal must also include the program participant, the Case Manager, and appropriate SA staff. Other interested parties may be included at the discretion of the LHC and DHH staff. These may include the landlord or property manager, an advocate for the participant, and any other involved individuals as deemed appropriate by the LHC or DHH staff. The participant shall have the opportunity to present written or oral testimony.
 3. The participant, representative and/or family member will be given the opportunity to examine during the formal appeal any SA generated documents that are directly relevant to the appeal. The participant, representative, and/or family member will be given copies prior to the appeal if requested.
 4. LHC and DHH staff must be given the opportunity to examine before the formal appeal any family documents that are relevant to the issues. If the participant does not make relevant documents available for examination upon request, the participant may not rely on the documents at the appeal. At the appeal, all parties will have access to all documentation.
 5. The participant may be represented by legal counsel or other representative at their own expense.
 6. LHC/DHH staff and the participant shall have the opportunity to present evidence and to question witnesses. All evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 7. LHC and DHH may make a decision immediately, but no later than five working days after the appeal. A written decision shall be issued by the LHC staff. If feasible, the decision should be given to all participants in the appeal that same day. Documentation of the appeal shall state the reasons for the appeal and the decision. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the appeal.

8. The decision of LHC and DHH is final with respect to the formal appeal.
9. If the SA determines that it is not bound by an appeal decision, the SA shall promptly notify LHC and state their reasons for the determining that they are not bound by the appeal decision.
10. If a participant wants to appeal the formal appeal decision, he or she must be informed that he or she may contact LHC.

E. Participant Files

The SA shall maintain proper participant files. LHC shall periodically monitor the SA to ensure that proper documentation is being collected and maintained with both participant files. Below is LHC's guidance on the composition of participant files:

The SA shall maintain the following properly completed forms in a participant's file:

- Participant File Checklist
- Program Application
- Homeless, Income, Disability, Chronic Homeless Eligibility
- Information regarding Household Composition
- Verification of PSH eligibility
- Appropriate Backup Documentation to establish initial and on-going program eligibility
- Release of Information Form
- Program lease (Participant and Landlord) This agreement is required at initial lease up with all other documents **NOTE** :The SA will only execute a New Lease, if the participant is **Re-Housed** or **Unit Ownership Changes**.
- Participation Agreement (Participant and SA)
- Rental Assistance Agreement and Amendments if applicable (SA and Landlord)
- HUD Housing Quality Standard (HQS) Inspection Form(s)
- HUD Resident Rent Calculation Form(s)
- Landlord Verification Packet
- HMIS Data Sheet
- Participant and Provider Correspondence
- Other Forms as specified by LHC

SA shall also have access to Individualized Housing Support Plan to be developed and maintained by the DHH's PSH service provider (discussed in more detail earlier in [Chapter 8](#)).

F. Billing

SAs are responsible for submitting to LHC monthly payment requests for LA PSH Initiative rental assistance payments, security deposits, service delivery costs and administration costs as well as other payment adjustments in a timely manner. LHC will pay the SA funds based upon information submitted by SA and consistent with the Implementation Timetable and the approved SA Program Budget which is part of each Cooperative Agreement. LHC shall approve payments for the LA PSH Initiative for rental assistance and security deposit costs projected by the SA one month in advance or on a cost reimbursement basis. The SA shall bill service delivery costs and administration costs on a cost reimbursement basis. LHC will provide a Funds Requisition Request Form (see **Appendix A-8**). As part of this monthly billing requirement, LHC will also require SAs to submit basic information on program leasing data and programmatic progress. LHC will also provide the SA further specific program guidance on the specific required supporting documentation for program administration costs according to the applicable OMB circular and CoC Program regulations.

LHC BILLING/PAYMENT PROCEDURE

The SA shall follow the process below to bill and receive payment from LHC:

- Approximately one month prior to funds being needed, the SA shall submit the completed Funds Requisition Request and appropriate supporting documents.

OR

- SA shall submit the completed Funds Requisition Request and appropriate supporting documents after monthly payments are made to the program landlords.

THEN

- These documents should be submitted a month in advance of the rent due or directly after landlord payment to LHC for review.
- The draw request payments need to match the Post-Rent & HAP in Yardi.
- LHC will approve the payment request and process payment through HUD's

LOCCS payment system.

- LHC's Financial Manager will receive payment from HUD, process receipt of payment and make payment to the SA.
- SA will receive payment from LHC and disburse rent payments to landlords with 3 days of receipt of payment.
- SA will reconcile the schedule with the rent payments due incorporating any adjustments with the next monthly funds requisition.

G. Tracking Grant Funds

LHC recognizes that it is critical to have systems in place to track the utilization of grant funds – including those funds used for rental assistance as well as administration and other rent-related activities – as well as the number of homeless disabled people served. LHC requires that each SA maintain the Grant Management Workbook (**see Appendix D**) in order to track both program occupancy levels as well as the expenditure of program grant funds. For the purposes of tracking grant funds through the Grant Management Workbook, the program terms begins on May 1 and ends April 30th. LHC will be available to provide training to SA staff in order to utilize the Grants Management Workbook effectively.

H. Homeless Management Information System (HMIS)

HMIS is a database for homelessness information maintained by each Continuum of Care in the state. LHC requires the SAs to enter program participant data into the local HMIS on a continual basis. The SA shall establish systems to collect all required HMIS data from program participants and enter data into the HMIS system on a timely basis. The SA will be called upon to use program participant data to provide the required annual report to LHC. These reports will be in HUD's Annual Performance Report (APR) format.

HUD mandates that certain data to be entered into HMIS. Therefore, SAs will be called upon, to the best of their ability; to collect such required data at the time a participant applies to the LA PSH Initiative and on an on-going basis to update participant data in HMIS for Annual Performance Reporting.

I. Data Quality

LHC and each SA will coordinate efforts to ensure high levels of data quality in HMIS. The SA shall coordinate regular HMIS training of staff with the CoC's HMIS administrator to ensure proficiency among staff. In addition, the SA shall request monthly data quality reports from the HMIS administrator to use as a tool to regularly monitor to ensure high levels of data quality in HMIS. In addition, the SA shall submit these HMIS data quality reports to LHC as part of these monthly reports.

J. Program Reporting

LHC requires each Subsidy Administrator (SA) to provide program reporting on the following areas:

1. **Monthly Report:** As part of the monthly billing process, LHC requires the SA to submit a brief monthly report on leasing information and a general program status update (included within the Rental Assistance Funds Requisition Request).
2. **Annual Performance Report:** LHC requires the SA to submit the APR to LHC no later than 30 days after the reporting period ends. The APR includes the standard HUD data elements in Appendix A-12. The SA will use HMIS data, service match documentation, and information of achieving the program objectives set by the SA. For the purposes of the APR, the reporting terms is from May to April each year.
3. **Match Documentation:** LHC may require the SA to collect match documentation (if requested) and provide it to LHC as part of its APR submission. LHC working with DHH will also be responsible for collecting match documentation from services received from LA's DHH systems of care (i.e. Medicaid related services). However, LHC reserves the right to set additional requirements for the SA to collect additional match resources and documentation if needed.
4. **Program Objectives:** For HUD's APR, LHC requires the SA to track and report the following two HUD CoC Program goals:
 - ◆ Residential stability defined as a participants remaining in PH for 6 months or more; and
 - ◆ Increased skills and/or income – participants are placed in employment by program exit.

LHC requires the SA to track and report to LHC in these two areas as well as other performance objectives established by the SA. LHC reserves the right to modify or create additional program objectives for the LA PSH Initiative. The SA should work with their PSH service providers to synchronize to the extent possible their measurable objectives and develop a system to track these objectives. The SA/DHH memorandum of agreement should include the process that the DHH and SA will follow to track and monitor participant progress. LHC will work with the SA/DHHs to utilize the YARDI system to greatest extent to collect and track program data. The SAs have agreed to incorporate the YARDI system to assist in the management of the LA PSH Initiative's rental assistance.

K. LHC Monitoring Plan

The LHC will align its scope of monitoring activities with the newly released HUD CPD Monitoring Guidebook available at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2

The scope of LHC's monitoring activities will be as follows:

- LHC will collect and review monthly reports from SA on program activities to include leasing activity, project information, progress in achieving the leasing goals, fiscal information on resources spent, and HMIS data quality;
- LHC will conduct periodic desk reviews of each SA at a minimum of quarterly;
- LHC expects to conduct more intensive, on-site monitoring reviews of SA on at least a bi-annual basis;
- LHC reserves the right to monitor selected SA more frequently on a quarterly basis;
- LHC will also conduct periodic reviews and quality assurance of HQS inspections by each SA;
- LHC will monitor SA's performance in the timely payment of landlords as well as the SAs performance in verifying receipt of program payments to landlords on a periodic basis; and

- LHC will identify a process to remediate/improve identified deficiencies through the provision of technical assistance and training.

LHC has developed a Monitoring Plan providing further guidance on these activities to SA. LHC's Monitoring Plan is enclosed in **Appendix E**.

L. Financial Management

Accounting Standards

The SA shall comply with 2 CFR Part 200 – the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (i.e. Uniform Guidance). As part of this Uniform Guidance, the SA shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SA shall seek advice from a qualified accountant with federal funding experience at the beginning of the grant period to ensure that the SA's existing accounting system is in compliance with federal standards. The current version of the Uniform Guidance, 2 CFR 200 is available at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Cost Principles

The SA shall also administer its program in conformance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Audit Requirements

As part of this Uniform Guidance, if a SA receives more than \$750,000 of total federal funding, the federal government requires that a single audit be conducted. LHC will request copies of current and prior audit reports from each SA and review any relevant findings and ensure that corrective action has been or is being taken on those issues.

M. Program Performance

LHC will continually review the SA's performance in the general operations of its LA PSH Initiative and the success in meeting its lease-up benchmarks established in the implementation timeline. LHC will work cooperatively with SA to identify and

improve deficiency in program performance through the provision of technical assistance and training. However, LHC reserves the right to amend the Cooperative Endeavor Agreement reducing the SA's funding amount and transferring these program funds to another SA that has been successful in leasing their rental assistance and can document the need for additional rental assistance.

N. LA PSH Initiative Advisory Committee

The LA Balance of State CoC Board will act as the PSH Advisory Committee comprised of a variety of independent stakeholders including formerly homeless individuals. LHC worked with Continuums of Care to identify and recruit formerly homeless persons for the Committee. The Committee will meet periodically to provide policy oversight and support for the LA PSH Initiative.

CHAPTER TEN**PROGRAM TERMINOLOGY**

Terminology used in this LA PSH Initiative's Policies and Procedures Manual includes the following:

1. "Applicant" refers to a person or household in the process of applying for LA PSH Initiative's rental assistance. A person or household is considered an Applicant until their overall eligibility for LA PSH Initiative's rental assistance is verified and approved.
2. "Contract rent" refers to the full monthly cost of renting a unit as set by the Owner or Landlord.
3. "Continuum of Care" refers to a collaborative funding approach that helps communities plan for and provide a full range of emergency, transitional, and permanent housing and service resources to address the various needs of homeless persons.
4. "Fair Market Rent" refers to HUD's estimate of the actual market rent for a modest apartment in the conventional marketplace. Fair Market Rents include utility costs (except for telephones). Every year, HUD develops and published FMRs for every market area across the nation.
5. "LHC" refers to the Louisiana's Louisiana Housing Corporation that is acting as the "recipient" for the LA PSH Initiative under HUD's CoC Program. LHC has executed a grant agreement with the US Department of Housing and Urban Development.
6. "HAP" refers to a Housing Assistance Payment (or Rental Assistance Agreement), which is the amount of money the SA pays in rent on behalf of a program participant to a Landlord.
7. "HQS" refers to Housing Quality Standards, which are rules set by HUD defining minimum standards of habitability for the CoC Program.
8. "Owner" and "Landlord" refer to a person or entity that owns one or more rental units and currently or prospectively rents to a program participant.

9. "Participant" refers to a person who has been approved for enrollment in the LA PSH Initiative by the SA and is either currently receiving rental assistance.
10. "Subsidy Administrator (SA)" refers to entity subcontracted with LHC to administer the LA PSH Initiative's rental assistance and coordinate all aspects of the program.
11. "CoC Program" or "Program" refers to any of the rental assistance program operated under the jurisdiction of LHC under the rules and regulations of HUD's CoC Program.
12. "Department of Health and Hospitals" or "DHH" refers to the state agency responsible for the provision and coordination of the community-based pre-tenancy and post tenancy supportive services to participants of the LA PSH Initiative through an agreement with the Louisiana Housing Corporation (LHC).
13. "PSH Service Provider" refers to each DHH supportive service provider certified and responsible for the provision of a range of support services to support the long-term successful tenancy of participants. DHH is also responsible for designating one or more Tenant Services Manager (TSMs) to serve as the primary day-to-day contact for the owner or landlord on tenancy-related issues.
14. "Tenant rent" or "TTP" refers to the Total Tenant Payment, i.e., the share of rent for which a program participant is responsible and which is not paid by LHC and the SA.
15. A "Homeless" household refers to an applicant when he/she resides in one of the places described below:
 - In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street);
 - In an emergency shelter;
 - In transitional housing for homeless households who originally came from the streets or emergency shelters; or
 - In a short-term stay (up to 90 consecutive days) in an institution but having come from the streets or in an emergency shelter.

16. “Chronically Homeless” means:

1. A “homeless individual with a disability,” as defined in the Act, who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless (as described below) continuously for at least 12 months or at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months
 - Occasions separated by a break of at least seven nights
 - Stays in institution of fewer than 90 days do not constitute a break
2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all 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 paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

17. A “Household” consists of the following:

1. two or more persons who live or will live regularly in a unit as their primary residence:
 - whose income and resources are available to meet the household's needs; and
 - who are either related by blood, marriage, or operation of law, or who have otherwise evidenced a stable inter-dependent relationship;
2. one person; or
3. two or more persons who live or will live regularly in a unit as their primary residence, who do not have shared income and resources but reside together to jointly secure supports or services. This might include an individual with an attendant or two or more single individuals living together with or without live-in supports.

A household member shall be considered to be living regularly with a household if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate unit size for the reunified family.

18. A “disabled household” is defined by HUD as follows:

- A household composed of one or more persons at least one of whom is an adult who has a disability. A homeless household whose sole member with a disability is a minor child is eligible for LA PSH Initiative.
- A person that has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.
- A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that:
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the person attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three or more of the following areas of major life activity:
 - i. Self-care
 - ii. Receptive and expressive language;
 - iii. Learning;
 - iv. Mobility;
 - v. Self-direction;
 - vi. Capacity for independent living; and
 - vii. Economic self-sufficiency; and
 - e. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.