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**Permanent Supportive Housing**

**Project Operations Manual**

**INTRODUCTION**

**A. CFCOG PSH Statement of Goals and Objectives**

The functions and responsibilities of the CFCOG Permanent Supportive Housing (PSH) staff are compliant with the personnel policies of CFCOG. The CFCOG PSH program will comply 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. These documents are maintained by CFCOG.

The Project Operations Manual outlines operations of the CoC Program-funded rental assistance program. The project has two main goals: (1) the reduction and prevention of homelessness of people experiencing chronic homelessness, and (2) the reduction of barriers to housing and other needed services. The CFCOG will ensure that CoC Program rental assistance supports and serves the most-in-need homeless individuals in New Hanover, Brunswick, and Pender counties. CFCOG PSH accepts referrals for chronically homeless individuals with the greatest needs through the CoC’s Coordinated Entry System and in compliance with the CoC’s written standards. The CoC’s written standards are adopted by these references in their entirety to augments policy and procedures stated in this manual.

**The Project Operations Manual provides guidance for the provision of rental assistance through CFCOG by**:

* Linking the CFCOG PSH program’s rental assistance to supportive services to effectively assist the hardest-to-serve chronically homeless persons.
* Promoting fairness and uniformity in tenant selection for eligible individuals and families while meeting the policy priorities of the program.
* Overcoming barriers to accessing housing through a Housing First approach to service; and
* Promoting efficiency in the application and referral process.

The CFCOG PSH program offers access to decent, safe, sanitary affordable housing and helps participants successfully maintain long-term and stable housing.

**B. Purpose of the Manual**

The project Operations Manual establishes policies and further guidance for issues not covered by the HUD regulations guiding the program. The aim is to provide standard concepts, definitions, and procedures to enable efficient administration and the collection and reporting of performance data. The manual covers both admission to and continued participation in the program and how that will be accomplished.

The administration of the rental assistance project is subject to the terms and conditions of this manual. To the extent an issue is not otherwise explained in this Project Operations Manual, the appropriate provisions of the McKinney-Vento Act and the CoC program regulations (see Appendix B 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 CFCOG and any changes in federal regulations and HUD policy guidance. For further information regarding CFCOG’s PSH, please contact:

**Homeless Services Director**

**Cape Fear Council of Governments**

**1480 Harbour Drive, Wilmington, NC 28401**

**C. Fair Housing Policy**

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

Specifically, CFCOG and its agents will 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 receive assistance under the PSH program, within the HEARTH Act’s statute, CoC program regulations and Written Standards as well as HUD policy guidance.

Further CFCOG, will make reasonable accommodations in rules, policies, and services to give project participants equal opportunities to participate in the program and to occupy and enjoy full use of housing units assisted in the program.

**D. Discrimination Policy**

This manual adopts the policies within the CoC’s written standards as the stated policies regarding discrimination. The written standards are considered incorporated into this document by this reference.

**E. Using this Manual**

The manual provides the staff, management, the CoC membership and those who will access the CFCOG PSH program, guidance on the operation and use of the program. CFCOG views the Project Operations Manual as a “living” document that will be updated as program guidance changes.

**F. Required CFCOG’s Program Forms**

CFCOG develops and provides access to necessary forms to be used to administer the rental assistance program. The required forms to be used, will be added to the CoC’s website, and added as exhibits to this manual.

**Required forms include**:

* Document Checklist
* Homeless, Income, Disability, Chronic Homeless Eligibility Forms
* Release of Information Forms
* Rental Assistance Agreement with landlords
* HQS Inspection form
* Rent Reasonableness Form
* Rent Calculation Form

**SECTION 1: PROJECT OVERVIEW**

**A. Description of Rental Assistance**

Through the rental assistance program, participants are offered housing of their choice in the private rental market, also known as “scatter-site housing.” The CFCOG will enter into a rental assistance agreement with participating landlords and the resident. The agreement is an addendum to the lease.

**B. Description of the Services**

CFCOG will provide either directly or through a partner agency access to voluntary case management and other services to participants. Acceptance of services is voluntary and will look different for each participant.

**Support services may include the following:**

* **Assessment of Service Needs:** At least annually, case management staff will work with the participant to determine if service needs have changed, identify unmet needs, and provide access to services.
* **Housing Search & Retention Assistance:** To be provided by CFCOG staff with assistance from partner agencies that may be working with the participant. Including tenant/landlord dispute mediation, assistance understanding leases, assistance obtaining utility services, and similar types of assistance.
* **Assistance with moving costs:** Generally, this will be provided through a partner agency.
* **Case management:** CFCOG will assure that participants have options to be assessed for and receive services and will track the delivery of individualized services to meet the needs of the program participant(s).
* **Services and activities of case management include**:
  + 1. Developing, securing, and coordinating services
    2. Obtaining federal, State, and local benefits
    3. Tracking provision of requested services
    4. Providing information and referrals to partner agencies
    5. Ongoing risk assessment & safety planning with victims of domestic

violence, sexual assault, and stalking

* + 1. Developing an individualized housing and service plan

**Links and access to other needed services such:**

* Utility and Security Deposits
* Mental Health Services
* Health and medical services
* Substance Use counseling/treatment
* Life skills training
* Childcare
* Education Services
* Employment Assistance and Job Training
* Food services
* Housing search assistance
* Transportation
* Legal services
* Credit Counseling

**C. CFCOG Responsibilities**

**Accept Referrals:** Accept participant referrals from Coordinated Entry as funding becomes available.

**Maintain Current Eligibility Tools:** Update project file, at least annually, with current Fair Market Rent (FMR) tables, Rent Reasonability, Housing Quality Standards Inspection form, and any other required forms and checklists.

**Conduct Participant Intake Brief:** Conduct a briefing upon accepting a referral and guide participants through the program’s policies and procedures.

**Verification of Income, Assets, and other Medical Expense Information:** Information is necessary to develop a budget for participants.

**Coordinate Pre-Tenancy and Move-In Support:** Coordinate with participant and partner agencies in the provision of needed pre-tenancy supportive services, including coordinate move-in assistance to a participant with assistance from case managers and supportive service providers as needed.

**Approve the Lease:** Ensure use of the required program lease, signed between a landlord and participant, after reviewing the terms of the lease to check for consistency with the federal and state laws/regulations.

**Calculate Rental Subsidy and Participant Rent Portion:** Calculate the Participant’s rent responsibility in accordance with HUD CoC program regulations. Negotiate a contract rent that meets the current Fair Market Rent (FMR) standards and HUD’s rent reasonableness standards.

**Annual and Interim Re-Certification:** Conduct annual and interim income re-certification for program participants as specified in this manual. Track annual re-certification due dates to in HMIS.

**Enforce Fair Housing Regulations:** Operate the CoC Program in accordance with HUD’s fair housing regulations and policies to include Section 504. Provide reasonable accommodation in all aspects of the initiative.

**Maintain Program Files:** Maintain all necessary program files to include participant files and project files in accordance with the CFCOG’s record retention policy.

**Develop Policies and Procedures:** Develop and maintain policies and procedures as needed to address changes in project needs and/or requirements.

**Budget/Fiscal Management of Programs:** Maintain a budget for the program and carry out all fiscal management duties to include timely requisitioning of funds and periodic fiscal reporting.

**Oversee Activities of Landlords:** Monitor the activities of the landlord to ensure compliance with rental assistance agreements and lease requirements including, but not limited to condition of units, furthering fair housing and non-discriminatory practices and screening practices.

**Termination of Assistance:** Termination of Assistance may occur only under the terms of the project’s guidelines. This is a Housing First project.

**MOU Development:** When needed, formalize partnerships with community partners, for the participant's benefit, with a Memorandum of Understanding (MOU).

**SECTION 2: ELIGIBLE ACTIVITIES AND MATCH**

**A. PSH Program Eligible Activities**

The grant provides funding for rental assistance, case management services and project administration.

**B. Program Match**

The CFCOG is required to document matching funds as required by the grant. Match can include cash, in-kind goods, or services. Services may be provided by a variety of entities; 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.

Match is required for all grant funds. Match must, at minimum, equal 25% of funds from cash or in-kind sources. In-kind Match may be made on any cost eligible under Subpart D of the CoC Program interim rule. 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.

**SECTION 3: SELECTION, ELIGIBILITY, AND SCREENING**

**A. Tenant Selection**

The project accepts referrals from Coordinated Entry (CE) and does not accept direct applicants.

**B. Program Eligibility**

Eligible referrals must meet HUD’s definition of “chronically homeless.”

**C. Program Entry and Eligibility**

**Program Entry:**

CFCOG does not require a “Program Application.” All households referred through CE are presumed to want housing. Staff will collect relevant information necessary to assist in determining eligibility for rental assistance. If it is determined that a household is ineligible, or declines housing, staff will act in accordance with those procedures.

**Housing First Policy:**

All Participants will be considered “Housing Ready” without prejudice. Consistent with a Housing First Approach, CFCOG staff will work to house participants as quickly as possible regardless of barrier. Likewise, CFCOG will comply with all CoC Policy and Procedure, HUD Regulation, ADA, and Fair Housing Standards.

**Procedures:**

* When a vacancy in a HUD PSH program is identified, staff will request a client referral from the CE system.
* The Case Manager is the primary responsible party for eligibility documentation collection.
* Case managers will coordinate document collection with any partner agencies already working with the referred participant. Case managers review eligibility documentation and work with management staff for final review and approval.
* Upon Eligibility determination, the case manager will schedule a meeting with the participant to brief him/her/them on the rules and requirements of the program. Staff will also collect information from the participant regarding services that he/she/they may need and work to coordinate access to any services that the case manager cannot provide.
* Consistent with a Housing First approach, the case manager will work to identify a unit that will house the participant as quickly as possible without prejudice of their housing, criminal, mental health, substance use, or domestic violence history.
* Upon Successful Housing Location, and on the day of the participants move-in, the Case Manager will document an Entry into HMIS.

**Verification of Program Eligibility**

CFCOG staff will verify Chronic Homelessness using the Guidance Below.

**Definition of Chronic Homelessness**

HUD released the final definition of “Chronically Homeless” on December 4, 2015 – available at https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-esg-homeless-eligibility/definition-of-chronic-homelessness/. Staff will ensure that all program participants categorized as chronically homeless and entered the PSH program meet the definition, which is incorporated in this document by the above reference.

**Documentation Standards**

Third party documentation is preferred, however, if third party documentation cannot be obtained, a written record of case manager’s due diligence to obtain documentation of the living situation and along with the individual’s self-certification of the living situation may be used/required.

* Evidence of a Break in Homelessness can be documented as followed:
  1. The self-report of an individual seeking assistance.
  2. Third party evidence.
  3. 100% of the breaks can be documented by self-report.
* Institutional Stays:

1. 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 an institution.
2. Where the above documentation is not attainable, a written record of the case manager’s due diligence to obtain AND the individual’s self-certification that he/she is exiting an institution where he/she resided less than 90 days.

CFCOG will track data related to chronic homelessness in order to satisfy all HMIS requirements.

**Verification of Disability Status**

* CFCOG may verify disability status using SSI/SSDI documentation from the Social Security Administration without additional documentation requirements.
* Visible disabilities do not require further verification.
* In the absence of the verification options above, the CFCOG will accept verification from a knowledgeable medical professional or licensed clinician who works with the household. Diagnosis is not required. Verification is limited to confirmation that a disability exists.

**Assistance to Non-Citizens**

CFCOG staff will verify identity through collection of Government issued Identification at program entry but does not collect citizenship documentation on any participant. 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 organization elects to do so, they should also consult with legal counsel, as they must follow the procedures required by the Act.

Persons without legal status in the United States are not eligible for service in this project.

**SECTION 4: INITIAL LEASING ACTIVITIES**

**A. Housing Search**

Because of the structure of a rental assistance program, the staff assists participants in their housing search but does not require that they live in particular units or areas of a county. Participants must reside in the CoC’s service area, which includes Brunswick, New Hanover, and Pender counties.

**Housing Search**

CFCOG staff will assist participants in locating housing that they deem suitable and is within the Fair Market Rent (FMR) provided by HUD. Staff will use their knowledge of and relationships in the community to build a portfolio of landlords willing to accept the PSH rental assistance as well as working with partner agencies within the CoC.

**Leasing Requirements**

Landlords are required to use standard leases must meet the basic documentation requirements of leasing and are used with any tenant regardless of whether they are assisted or not, per HUD requirements.

**Rental Assistance Agreements**

The documents bind the participants, the CFCOG, and landlord into the relationship and explains the expectations of program participation.

**B. Rent Reasonableness**

HUD requires that all rents for units assisted by a CoC Program be “reasonable.” CFCOG staff will determine whether the rent being charged for an assisted unit is:

* Not more than rents currently being charged by the same owner for comparable unassisted units and is comparable to similar rental units in the market.
* Less than or no more than Fair Market Rent (FMR) for the County.
* Staff will use either the NC DHHS ESG Rent Reasonableness form or a similar form that meets HUD standards for determining unit rent is reasonable.

CFCOG will conduct an initial and annual rent reasonableness survey on all units rented by program participants. The rent for a CoC Program-assisted unit may not exceed the FMR for that area. Staff will update its file of Fair Market Rent data annually using HUD’s website: http://www.huduser.org/datasets/fmr.html

**C. Housing Quality Standards (HQS) Inspection**

* Any unit approved for rental assistance must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations. Using HUD approved, short form (HUD-52580) HQS Inspection Form (Appendix A-11) may be used to document unit compliance.
* Prior to execution of the Lease Agreement, the CFCOG staff will inspect the unit and document the results from the HQS Inspection Form. If deficiencies are found, the owner will be informed and will be required to correct all deficiencies prior to execution of the Lease Agreement. Additional inspections may be conducted periodically and must be conducted at least annually. Documentation of compliance will be maintained in the participant file.
* CFCOG has the right to fail a unit if the the landlord will not make the repairs in a reasonable time or if the deficiencies noted on the first inspection indicate an overall lack of maintenance and a high likelihood of on-going maintenance and/or safety issues with the unit. CFCOG will notify the landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.
* CFCOG must certify HQS prior to the execution of the Lease Agreement and prior to the participant moving into the unit.
* After the initial lease-up, each unit will be inspected annually. If deficiencies are found, the owner and tenant will be informed in writing. The owner is responsible for completing all necessary repairs within 30 days, as stated on the written notice. All units failing Housing Quality Standards will be re-inspected to determine compliance or compliance may be verified by a documentary method that is mutually acceptable to the CFCOG and the participant as well as the landlord.
* If a unit does not meet HQS within the time frame set out in the HQS Notice of Violation, the rental assistance payment will be withheld on the first day of the following month. When a rental assistance payment is withheld, CFCOG will notify both the owner and the tenant in writing. This notification will inform both parties of the possibility of contract termination.

**D. Lead Based Paint Requirements**

To prevent lead-poisoning in young children, the CFCOG must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, H, J, K, M, and R. Under certain circumstances, a visual assessment of the unit is not required.

Households that do not include and are unlikely to include children are excluded from the LBP requirements. However, landlords who serve or begin to serve chronically homeless families are subject to the LBP rule. If a unit was built before 1978, and there is a child under the age of 6 in the household, a visual inspection must be done, and any required repairs documented. All participants will receive LBP information at lease up.

**E. Determination of Participant’s Rent**

**Participants must pay for rent and utilities in an amount that is the highest of:**

* 30 percent of the family’s monthly adjusted income
* 10 percent of the family’s monthly gross income

**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 and can also be found in regulation at 24 CFR Part 5 Subpart F.

**CFCOG Staff must consider the following when making these calculations:**

* The 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.
* For purposes of determining the occupancy charge annual gross income is the total income of the participant from all sources anticipated to be received in the 12-month period following the effective date of the income certification.

1. 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 which of the above items is highest. The program participant must pay the highest of the items above.

**F. Process for Determining Annual Adjusted Income**

CFCOG staff must use CFCOG’s approved Rent Calculation Worksheet to determine a participant’s annual adjusted income. This rent calculation form is intended to help CFCOG staff make these calculations with minimal user error. CFCOG’s staff will 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 no more than one item listed below.

* $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.
* $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.
* 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.
* 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 because of the handicapped assistance.
* 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.

**G. Utility allowance**

The CFCOG will adjust the tenant rent portion to ensure the tenant’s budget is capable of sustaining basic utilities. The CFCOG will use the most recent Utility Allowance scheduled published by the Wilmington Housing Authority (WHA) or the PHA with jurisdiction over the area the unit is located in. When calculating the utility allowance for participants, we will use the lower of the unit size leased or the size of the unit for which the participant(s) are eligible. For example, participants who are eligible for a one-bedroom unit but rent a 2-bedroom unit due to lack of available units in the market, will receive a one-bedroom utility allowance.

**Eligible Utilities:**

* Electricity
* Gas Service
* Water/wastewater
* Trash

**The following are expressly disallowed**:

* Cable/Satellite
* Internet
* Telephone
* Any other utility service that is not essential to maintenance of a lease agreement.

**H. Utilities and Shared Housing**

Utilities for shared-housing units must be included in the rent as there is no fair way to split utility charges among shared housing residents. Landlords are expected to price the unit rent for shared-housing units in a manner that allows for utility costs to be included.

**SECTION 5: LANDLORD RELATIONSHIPS**

**A. Landlord Outreach**

CFCOG will conduct outreach to landlords and clearly explain the importance of the CFCOG PSH program 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 CFCOG PSH program including:

* Certainty of payment – provided 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 assistance payment in a timely manner.
* Support Services – Assurances to landlords that a full range of supportive services are available to participant that need them.
* Landlord Support – Provision of liaison and mediation services between participants and landlords – ensuring that both parties feel supported if problems arise with the participant.

**B. Landlord Participation**

CFCOG requires landlords to provide the following landlord documentation on or before the execution of the Rental Assistance Agreement, including:

* Name, address, and telephone number of the owner, where payments should be sent.
* Name(s) of authorized agent or property manager.
* An owner’s authorization allowing the agent or property manager to act on their behalf and/or sign documents.
* Amount of proposed rent for the prospective unit.
* Any requested application fee, admin fee or security deposit.
* Completed Federal W-9 form signed by the Owner or Authorized Representative

**CFCOG PSH may not approve a unit if the landlord is known to have:**

* Been Debarred by HUD.
* Violated obligations under a Rental Assistance Agreement.
* Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
* Engaged in any drug-related criminal activity or any violent criminal activity.
* Any history or practice of non-compliance with the HQS for units leased under any federal housing program.
* Any 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:

1. Threatens the health or safety of other residents, of employees or contractors of CFCOG PSH, or of employees of the landlord or other persons engaged in management of the housing.
2. 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.
3. Is engaged in violent criminal activity.

* Any history or practice of renting units that fail to meet state or local housing codes.
* Not paid state or local real estate taxes, fines, or assessments.

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

In accordance with the Code of Federal Regulations, CFCOG PSH will not disclose to the landlord, without the participant’s prior written consent any information except:

* Participant’s Name and Address, as it exists in HMIS.
* Prior residence, if known.

**C. Program Payment to Landlord**

CFCOG will make rental assistance payments to the landlord on time each month. CFCOG PSH will utilize a system approved by the CFCOG’s finance department to record when all payments disbursed to landlords were requested. If it is discovered that the Owner or Authorized Agent did not cash a rental assistance check, staff will further investigate the occurrence and resolve any issues that have arisen.

**D. Absence from Program Assisted Unit**

In CFCOG PSH, rental assistance payments on behalf of a participant, who is head-of-household, will continue if the participant is institutionalized on a short-term basis, up to 180 days (about 6 months). For the purposes of this policy, local jails are considered an institution. Should the term, or expected term, exceed 180 days, the case will be reviewed, and a decision for continuation of assistance made based on the totality of the participant’s circumstances.

If other household members are absent from the unit for over 15-days for personal reasons, the program participant may request and CFCOG may approve the absence. If the absence continues for more than 90 consecutive days without contact, CFCOG must work with the head-of-household to determine whether there is a likelihood that the household member will return and whether to change to household composition.

For the purposes of this policy, absence from the unit includes:

**Institutions**

* If the participant is in an institution, the case manager or program manager will document the date the participant was admitted into the institution, or if not attainable, when the absence was discovered.
* The participant will be notified of the CFCOG’s intent to terminate services.
* Appropriate support services will be arranged as possible and documented in the HMIS case notes.

**Abandonment**

In some instances, a program participant may not return to their unit for a variety of reasons. In that scenario:

* Activity starts the day the participant was discovered missing, unless other information is available to establish last known contact date. This must be documented.
* The case manager will document their attempts to locate the participant including reaching out to the participant’s emergency contact.
* The case manager will send a certified letter to the participant’s mailing address notifying the resident of the CFCOG’s intent to terminated assistance and requesting a response. The landlord will be notified by receiving a copy of this letter.

**E. Eligibility Certifications**

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

**Move-In**

Prior to initial move-in, certification is required for all participants.

* Verification that the HMIS ROI is correctly uploaded into the participant’s profile within the HMIS system.
* Complete all required initial documentation for pre-leasing and leasing.
* Creating a recurring calendar reminder to ensure timely annual recertifications.
* Update ServicePoint case management file regarding annual assessment.

**Annual Recertification:**

CFCOG PSH is required to re-certify a participant’s eligibility in the PSH program at least annually by HUD. The annual re-certification process will begin at least 60 days before the participant’s annualized entry date. The required paperwork must be completed with the participant, with the assistance of CFCOG PSH staff. Any documents not collected at the initial lease up should also be obtained during the re-certification process. All required ROIs must be updated annually.

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

* Rental Calculation including participant rent portion and zero-income statement as applicable. payment amounts.
* Verification of Household Income and Assets as shown on documents dated within the current calendar year.
* Rent Reasonableness Documentation, if rent is increased more than 10% from the previous year.
* Explanation, review and completion of forms as necessary to inform participants of their responsibilities in the CFCOG PSH Program.
* Annual HQS Inspection.
* Execution of Rental Assistance Contract and update applicable Landlord forms as necessary.
* Completion of Release of Information forms to allow appropriate coordination of services and data sharing.
* Written notice of changes in participant rent portion and the amount of rental assistance must be provided to the participant and the landlord. The amount of rent a participant pays in rent or occupancy charges may be increased or decreased as a result of changes documented by the re-certification process.

**Steps in the Re-Certification Process:**

* A participant’s annual recertification due date will coincide with the renewal date of the lease agreement.
* Staff will schedule a time to meet with the participant and explain the documents needed from the participant, including a current verification of income and offer support as needed to acquire these documents.
* Staff will schedule a time to perform an annual HQS of the participant’s unit with the participant and the landlord. (Landlords are not required to attend but should be advised that an inspection will be done.)
* Verify household income, assets (if any), and medical/dependent care expenses, as applicable.
* 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 on the costs for care not subsidized or paid for by another party and is necessary for the family to work or search for work and the child is 12 or under.
* Staff will collect documents that require annual renewal such as the Release of Information form.
* If a new lease is being executed, staff must obtain a copy of the landlord’s lease for the participant’s file and a new rental assistance agreement or an extension agreement, as appropriate must be executed.

**Interim Recertification:**

CFCOG will complete an interim re-certification at the request of the participant or any time there is a reported change in participant income and/or household composition. Changes should be documented in writing and include the signature of the participant. Income changes must be verified. Rent recalculations must be made if decreases in income are identified. Income increases of more than $200 per month will require a recalculation of the participant’s rent portion.

**Documentation Requirements:**

Written documentation of household income, household composition, and the extent of medical or other allowable household expenses, and ongoing access to support services will be documented in the participant file. The PSH case manager will make an appropriate determination as to the new amount, if applicable, of the participant’s share of the rent and amend the Rental Assistance Agreement as required and send written notification of rent portion changes to both the participant and the landlord.

**Documentation of Income:**

Income documentation requirements will follow current HUD guidance for third-party and documentary verifications.

**Documentation of Assets:**

Participants with assets of less than $5,000 may be verified with documentary verifications such as the most recent bank statement. Actual documentation will depend on the type of assets. Assets more than $5,000 must be documented by review of additional documentation based on the type of asset and whether the asset generates income.

**Annual HQS Inspection:**

All participant rental units will be inspected at least annually to ensure that Housing Quality Standards continue to be met. Participants will be notified in writing of the impending inspection at least15 days (about 2 weeks) in advance. Written notification includes email, if such notification is acceptable to the participant.

**F. Death of a Participant**

If a program participant dies, staff will attempt to contact the participant’s emergency contact or next of kin to claim the participant's belongings. Rental assistance paid for the month in which the participant died is NOT subject to recapture. Rental assistance is terminated at the end of the month in which the participant died.

**SECTION 6: SUPPORTIVE SERVICES**

**A. CFCOG Responsibilities**

CFCOG PSH is responsible for ensuring participants have access to 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. Case managers act as a liaison between community based supportive services and the participant and make referrals whenever appropriate, necessary, and/or sought after by the participant.

**B. Individual Service Plan**

Staff will work closely with supportive service providers to provide an individualized assessment resulting in the development of an Individual Service Plan (ISP). The ISP is developed with the active involvement of the participant. ISPs must be developed and tailored to the participant’s needs, at program entry and reviewed at least annually. CFCOG PSH will ensure that case management staff reviews and updates the ISP with the participant at least annually and as desired by the participant 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.

CFCOG PSH staff are responsible for documenting the ISP in the participant file and for tracking the provision of support services. Case management will collaborate with the participant to review his/her/their progress.

**SECTION 7: OTHER PROGRAM OPERATIONS**

**A. Reasonable Accommodation Policy**

**Reasonable Accommodation**

Federal law prohibits discrimination based on disability in connection with government programs and housing. Section 504 of the 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 experiencing chronic homelessness. 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 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.

**There are two key principles underlying the bar on discrimination against people experiencing chronic homelessness:**

* 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.
* Effective and Meaningful Opportunity. “Effective and meaningful opportunity” means that individuals must be afforded meaningful access to the PSH project. The need for 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. CFCOG will ensure that staff receive periodic training on the Reasonable Accommodation Policy and the process in which to consider a reasonable accommodation request by a participant.

**Examples of Reasonable Accommodations:**

1. Applications in alternative formats.
2. Assistance completing applications or obtaining documentation.
3. Secondary contact on application.
4. Allowing for home visits or telephone contacts rather than in-office meetings.
5. Rescheduling appointments for documented disability related reasons.
6. Exceptions to screening criteria (criminal history, etc.).
7. Extra time to gather documentation.
8. Extra housing search time.
9. Allowing a live-in caregiver

**Individuals with Visual, Speaking, or Hearing Impairments**

CFCOG 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.

**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" 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 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 illegibly, 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 manager 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.

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

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 direct service staff that accesses the file, to ensure that accommodations will be provided in all instances.

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, staff will provide additional assistance, even if a disability has not been diagnosed.

**Documentation**

Individuals with obvious disabilities, such as deaf or blind individuals, will not be required to provide documentation of a disability and need for accommodation. If documentation of a disability is required, the direct service 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, direct service staff will take necessary steps to ensure that their disability is not a barrier to service delivery and coordination.

**Review and Approval**

Reasonable accommodation efforts that create an expense for the CFCOG require management approval and requests should be submitted in writing by staff on behalf of the client.

**Reasonable Accommodation Requests to Landlords**

Case management staff should assist the applicant/participant in completing the written request and obtaining documentation. Review the landlord’s policies for how reasonable accommodation requests must be submitted. A written request for a reasonable accommodation must include reliable information that:

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

Depending upon the circumstance, the individual may provide this information, him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party.

The landlord may refuse to provide the requested accommodation if providing the accommodation constitutes an undue financial and administrative burden or fundamental alteration of the providers’ housing program.

**B. Discrimination Policy**

**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) under the CFCOG Grievance Policy (Appendix A-15). CFCOG PSH program management will review and investigate (if necessary) all complaints. Any person whose requests for accommodation are not fully granted by CFCOG PSH will be informed of their right to file a complaint or grievance.

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), gender, or familial status may also file a complaint with HUD.

**Disability Complaint Procedures**

**Steps by CFCOG Case Managers**

All complaints received by CFCOG staff and case managers 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 the CoC Director.

**A complaint will 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.
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 in a particular form. A complaint will not be denied, rejected or ignored if it is incomplete, unless CFCOG is unable to identify and contact the complainant to supplement the information provided. Any time a participant makes a verbal complaint of discrimination based on disability; the participant must be offered help to put the complaint in writing.

**Steps by CFCOG PSH program management**

The CoC Director is required to take immediate action on the complaint. In most instances the Director will investigate and respond to the complaint within two business days.

If a participant is unhappy with the decision of the Director, they may appeal that decision to the CoC Oversight Committee.

All investigations will include a meeting with the participant, either virtually or in person, to elicit information about their disability and the complaint.

**Resolved Complaints**

If the participant and the CFCOG jointly agree to a resolution of the complaint, the PSH staff will put the agreement in writing and send two copies of the agreement to the participant.

**The agreement will generally contain the following items:**

1. A description of the complaint.
2. A summary of the facts.
3. A description of the resolution agreed to.
4. The time frame for resolving the complaint.
5. An assurance that CFCOG PSH will comply with the specific terms of the agreement.
6. An explanation that the applicant/participant must sign a copy of the agreement and return it to the program manager 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 program manager.

**Unresolved Complaints**

The CoC Director will review the complaint and attempt to resolve the matter within 10 business days, absent extenuating circumstances. If he/she cannot resolve the applicant/participant’s complaint, he/she will send the applicant/participant a notice of non-resolution.

**The notice will include the following:**

1. A description of the complaint.
2. A summary of any resolution proposed.
3. A statement addressing the issues that could not be resolved.
4. The factual and legal reason reasons why the complaint was not fully resolved in favor of the applicant/participant.
5. The applicant/participant’s right to file a complaint with CoC Oversight Committee and HUD.

Except in exceptional circumstances, the CoC Director will notify the individual of the final determination in writing or in alternate format as necessary, within 30 business days of receipt of the complaint.

**C. Termination Policy**

The CoC expects CFCOG 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 program itself.

Pursuant to 24 CFR 578.91 (b)(1) CFCOG may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination under this section does not bar CFCOG from providing further assistance later to the same individual. Below is CFCOG policy on different types of terminations for a variety of reasons.

CFCOG must provide due process in regard to considering terminations from the PSH program including a written notice to the participant containing:

1. A statement of the reason(s) for the termination
2. The effective date of termination
3. An outline of the appeals procedure

A review of the termination decision is available to participants, wherein the participant can 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.

**Termination of Services**

The receipt of services is not a condition for receiving rental assistance or maintaining housing.

**Termination of Rental Assistance for Non-Compliance**

CFCOG may terminate rental assistance payments in accordance with federal regulations, CFCOG’s Policies and Procedures, the Rental Assistance Agreement, and participant’s obligations under the Program Contract. However, CFCOG will not terminate for reasons that violate its Housing First policy.

CFCOG will make every effort to maintain rental assistance through the PSH program. CFCOG will make decisions on termination of leasing assistance and may make decisions on appeals regarding termination. CFCOG will allow the rental assistance to a former participant who was previously terminated from the program.

**Termination of Lease**

Landlords have the right to terminate the lease in accordance with the terms of the lease and North Carolina tenant- landlord law. Every attempt possible should be made to avoid a situation where a participant’s housing stability is negatively impacted. If a participant is in good standing in regard to the CFCOG PSH program, the direct service staff should:

* help the participant locate a new unit.
* continue providing rental assistance on their behalf once a unit is found.

**Termination of Lease and Moving**

With rental assistance, participants can move to another unit and take rental assistance with them within the CoC’s jurisdiction. The participant must provide at least a 30- day written notice to the landlord. If the participant asks to move in the middle of any lease term, permission may be granted only with a written rescission of lease agreement signed by the landlord and the participant. The program participant may not move outside of PSH project’s jurisdiction.

**D. Appeal Policy**

**Appeal of Program Termination**

Pursuant to 24 CFR 578.91(b), Due process in terminating assistance to a program participant, CFCOG must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of: (1) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance; (2) Written notice to the program participant containing a clear statement of the reasons for termination; (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and (4) Prompt written notice of the final decision to the program participant.

Hard-to-house populations. CFCOG provides permanent supportive housing for hard-to-house populations of homeless persons. Staff must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that a program participants’ assistance is terminated only in the most severe cases.

* If a participant's rental assistance is subject to termination because of violations described above in Section C, “Termination Policy,” the participant must be offered due process in the form of an appeal before termination.
* At the either written or oral request of the participant, the CoC Director or his/her designee will make the decision for an uninvolved knowledgeable third party to hear an appeal; staff has responsibility for scheduling the formal appeal, notifying all parties. Staff will be responsible for documenting the proceedings of the formal appeal.
* CFCOG staff will conduct the formal appeal. At a minimum, participants in the appeal must include the program participant and appropriate supportive staff. Other interested parties may be included at the discretion of the person hearing the appeal. These may include the landlord or property manager, an advocate for the participant, and any other involved individuals as requested by the participant. The participant will have the opportunity to present written or oral testimony.
* The participant, representative and/or family member will be given the opportunity to examine during the formal appeal any 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.
* The CoC Director or his/her designated representative must be given the opportunity to examine before the 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.
* The participant may be represented by legal counsel or other representatives at their own expense.
* CFCOG staff and the participant will have the opportunity to present evidence. All evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
* The third party hearing the appeal may decide immediately, but no later than 10 business days after the appeal and is responsible for authoring a written decision. If feasible, the decision should be given to all participants in the appeal on the same day. Documentation of the appeal will state the reasons for the appeal and the decision. Factual determinations relating to the individual circumstances of the participant will be based on a preponderance of the evidence presented at the appeal.
* The decision of the third party is final with respect to the appeal.

**E. Participant Files**

CFCOG PSH will maintain proper participant files. CFCOG PSH staff will periodically monitor the files to ensure that proper documentation is being collected and maintained with participant files. Below is CFCOG PSH’s guidance on the composition of participant files.

**CFCOG PSH will maintain the following properly completed forms in a participant’s file including:**

* + File Checklists
  + Chronic Homelessness Verification documentation
  + Client Information Form
  + Client Exit Summary
  + CFCOG ROIs
  + Homelessness Management Information System ROI
  + Standard Lease
  + Rental Assistance Agreements with Landlord and Participant
  + Rent Reasonableness Form
  + HUD Housing Quality Standards Inspection
  + HUD Resident Rent Calculation Form and proof of income documentation
  + Individual Service Plan

PSH Forms will be attached to this manual as exhibits as forms are developed. Participant Case Notes will be digitally kept within the HMIS database and will be available upon request or printed and stored in participant’s file upon termination from the program.

**F. Billing**

CFCOG PSH program management is responsible for submitting to CFCOG’s finance department monthly payment requests for rental assistance payments, security deposits, service delivery costs and administration costs as well as other payment adjustments in a timely manner. CFCOG’s finance department will pay the funds based upon information submitted by PSH program management and consistent with the approved CFCOG PSH Program Budget.

**G. Homeless Management Information System (HMIS)**

HMIS is a database for homelessness information maintained by each Continuum of Care in the State. CFCOG is required to enter program participant data into the local HMIS on a continual basis.

* All program data, to include but not limited to age, race, ethnicity, gender, household size, disability, chronic homeless status, or any other required HUD mandated data field is to be collected at program entry and annual recertification.
* All data Included case notes and service delivery must be entered into HMIS within 2 days of data collection.
* All contact information including email address, cell phone number, zip code, and emergency contact, will be updated in real time.
* Required ongoing reporting will be utilized by program management to improve the quality of data collection and service provision.

**H. Data Quality**

CFCOG will maintain high levels of data quality in HMIS. CFCOG will coordinate regular HMIS training of PSH staff with the CoC’s HMIS administrator to ensure proficiency among staff.

**I. Program Reporting**

CFCOG will submit accurate Annual Performance Reports to HUD, no later than 90 days after the end of a contract reporting period. These APRs will be pulled directly from HMIS and certified for accuracy by the CoC Director.

**J. Financial Management**

**Accounting Standards**

The CFCOG’s financial management policies and accounting standards are adopted herein in this reference.

**Audit Requirements**

The CFCOG’s audit requirements are adopted herein by this reference.

**K. Program Performance**

CFCOG will continually and regularly review program performance and success in meeting its housing retention goals and will work to identify and improve deficiency in program performance through the use and provision of technical assistance and training.

**L. PSH Oversight with Board of Directors**

As required by federal regulation, the CoC will ensure that at least one homeless individual or formerly homeless individual will participate on the CoC Board of Directors, which will provide oversight to the project in cooperation with the CFCOG Executive Director and Board.

**M. Document Retention**

The CFCOG’s retention policy is adopted herein by this reference.

**N. Conflicts of Interest**

CFCOG and its employees, agents, consultants, officers, and elected or appointed officials will render impartial assistance in the provision of any type or amount of assistance because of or regardless of activities or relationships with other persons or organizations. Any exception to the standards below will require a written exception from HUD. The CoC’s written Code of Conduct is adopted herein by this reference and may be found on the on capefearcog.org website.

**DEFINITIONS**

**Coordinated Entry system** is the coordinated process designed to centralize intake, assessment, and provision of referrals. That covers the CoC’s service area and is easily accessed by individuals and families seeking housing or services, is well advertised, and includes an assessment tool that assists the CoC in determining the level of need for people experiencing homelessness.

**Continuum of Care (COC)** is defined as the HUD-designated entity (partnership/group) organized to carry out the responsibilities required for homeless service activities and administer federal grant funding. It is composed of representatives of organizations including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons. Continuums are expected to include representation to the extent that the type of organization exists within the geographic area that the Continuum represents and is available to participate in the Continuum.

The organization carry out the responsibilities and duties established under Subpart B of the interim rule regarding CoCs including statutory duties and responsibilities of a collaborative applicant.

**Private nonprofit organization** is defined in section 424 of the McKinney-Vento Act as follows: “The term ‘private nonprofit organization‘ means an organization: ‘(A) no part of the net earnings of which inures to the benefit of any member, founder, contributor, or individual; (B) that has a voluntary board; (C) that has an accounting system, or has designated a fiscal agent in accordance with requirements established by the Secretary; and (D) that practices nondiscrimination in the provision of assistance.‘

**Permanent housing** is community-based housing without a designated length of stay. The program participant must be the tenant on a lease for a term of at least one year that is renewable and is terminable only for cause. The PSH and RRH programs are considered “permanent housing” by assisting program participants in obtaining stability in housing, even when the rental assistance is temporary. The project requirements are consistent with Section 8 requirements.

**Project** is a group of one or more of eligible activities and costs that are identified as a project in an application to HUD for Continuum of Care funds.