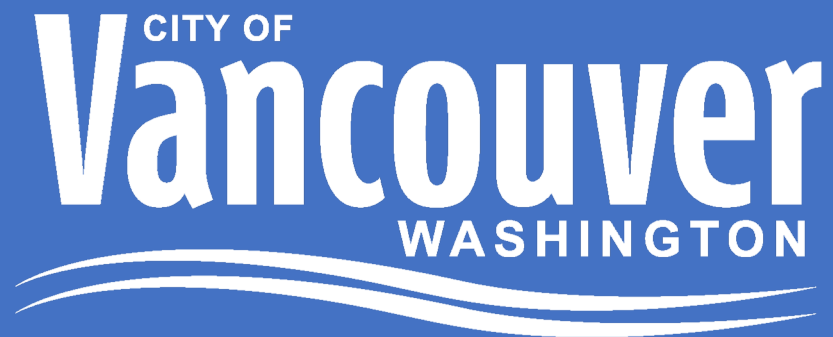


# **HOME-ARP Supportive Services Policies and Procedures**



Effective: July 1, 2023

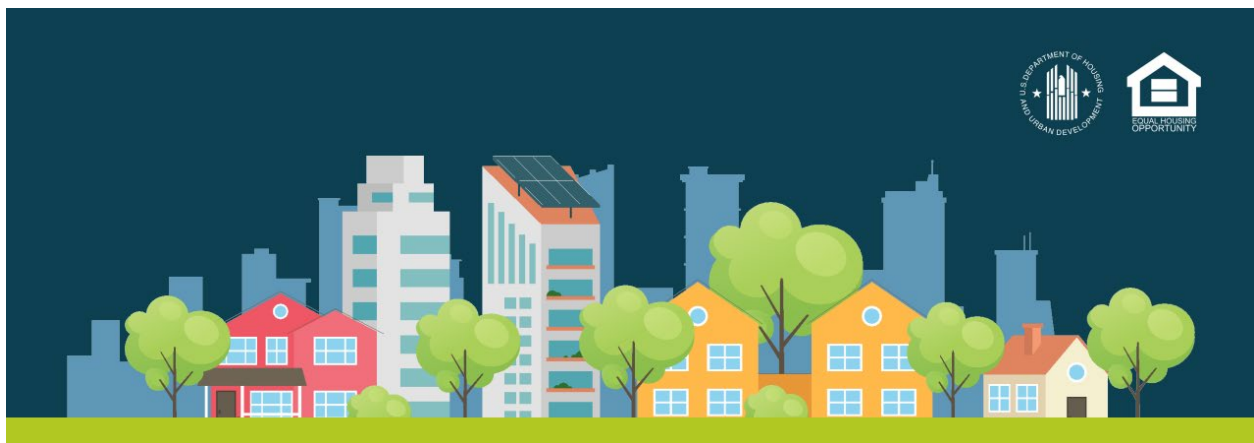
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## OVERVIEW

Congress appropriated \$5 billion in American Rescue Plan (ARP) funds to be administered through the U.S. Department of Housing and Urban Development (HUD)'s HOME Investment Partnerships Program to benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. In September 2021, the City of Vancouver received notification of its \$2,496,110 HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) award to be administered through the HOME program. The City of Vancouver assessed community need and consulted partners and determined that all HOME-ARP funding would be awarded to supportive service activities.

The City of Vancouver's HOME-ARP Supportive Services Policy is based on guidance in HUD notice [CPD-21-10 "Requirements for the Use of Funds in the HOME-American Rescue Plan Program"](#) and the [HOME ARP Supportive Services Fact Sheet](#). The City of Vancouver's plan for the HOME-ARP funds is to provide comprehensive and trauma-informed supportive services to assist individuals and families experiencing homelessness become stably housed, with a particular focus on those residing in Safe Stay and Safe Park sites.



## PROGRAM REQUIREMENTS

HOME-ARP funding will be used to address the complex challenges faced by individuals experiencing homelessness. It aims to provide a range of supportive services that promote stable housing, improved health outcomes, and increased self-sufficiency. This is an overview of the program requirements that apply to all supportive service types. Agencies providing supportive services shall follow these program policies to meet City and HUD requirements.

### Confidentiality

Program providers will not divulge personal identifying information of a program participant of the HOME-ARP program without the consent from the client. In addition, providers will not divulge information pertaining to any individual or family domestic violence shelter or treatment facilities. Each agency must incorporate into their policies and procedures a process that will ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided family violence prevention; and treatment services offered under any project assisted with these funds.

### Coordination

Program providers must coordinate and integrate, to the extent possible, their HOME-ARP-funded assistance with other programs serving homeless and at-risk of homelessness people within the city.

### Duplication of Services

Agencies must enter service information in HMIS and ensure that program participants receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services.

### Homeless Status

Agencies must maintain and follow written intake procedures to ensure compliance with qualifying populations. The procedures must require documentation at intake of the evidence relied upon to establish and verify housing status. [Example – Form 1: Participant Eligibility Worksheet](#) The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being admitted to a program, receiving street outreach services, or receiving services provided by HOME-ARP.

Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

## **Housing First**

Providers should utilize Housing First Principles to help ensure a systematic approach to ending homelessness. Housing First is an approach to connect individuals and families experiencing homelessness quickly and successfully to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.

The outcomes that City hopes to achieve with these funds, include, but are not limited to the following:

- Increased program exits to permanent housing;
- Increased client participation in mainstream resources;
- Decreased length of shelter stays;
- Elimination or reduction of repeated episodes of homelessness; and
- Increased income (employment and/or benefits) for program participants.

## **Program Evaluation and Reporting**

The City of Vancouver will regularly evaluate the effectiveness of HOME-ARP Supportive Services contracts to assess impact on housing stability outcomes and participant well-being. Program providers and partners will be required to submit quarterly reports on program activities, demographics, participant outcomes, and other information as requested by the City of Vancouver. HOME-ARP outcomes will be reported to HUD and to the community as part of the Consolidated Annual Performance Evaluation Report (CAPER) process each September.

Reports shall be due on the following dates and shall be submitted to their respective city program contact:

- October 15th (for the period of July 1<sup>st</sup> – September 30<sup>th</sup>)
- January 15th (for the period of October 1<sup>st</sup> – December 31<sup>st</sup>)
- April 15th (for the period of January 1<sup>st</sup> – March 31<sup>st</sup>)
- July 15th (for the period of April 1<sup>st</sup> – June 30<sup>th</sup>)

## **Referrals**

For rental assistance programs, agencies will use the Housing Solutions Center (HSC) and accept referrals from Safe Stay and Safe Park only. For supportive service programs, agencies may accept referrals from outside organizations as well as conduct outreach for service provision at Safe Stay and Safe Park sites consistent with HOME-ARP requirements.

Agencies may also use a waiting list to receive referrals from both the HSC and other referral organizations. All referrals received that are placed on a waiting list must be accepted first with a preference for homelessness, then in chronological order. Qualifying populations must have access to apply for placement on the waiting list.

### **Rehousing Priority**

Supportive services are critical for those facing multiple barriers to employment and housing stability, including mental illness, substance use, and other disabling or chronic health conditions. While HOME-ARP can be used for a broad range of services, the City of Vancouver prioritizes services, or combination of services, that most directly lead to households who are homeless becoming stably housed.

### **Trauma-Informed Requirements**

All supportive services provided under the HOME-ARP program must adhere to trauma-informed principles, ensuring that staff and service providers are trained in trauma sensitivity and understanding. These principles include, but are not limited to, the following:

- Recognizing and understanding the impact of trauma on individuals and families;
- Creating a safe and supportive environment that promotes empowerment and choice;
- Utilizing strengths-based approaches that focus on building resilience and self-sufficiency;
- Practicing cultural humility and sensitivity to the diverse backgrounds and experiences of program participants; and
- Incorporating trauma-informed practices in service delivery, program design, and evaluation.

## PARTICIPANT ELIGIBILITY

### Qualifying Populations (QP)

HUD requires that funds be used to benefit individuals and families in the following specified QP. Households who meet the criteria are eligible to receive assistance through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population must use HUD's annual income definition. Below are summarized descriptions of HUD-defined QP eligibility. Please see HUD Notice for additional detail on populations. City of Vancouver's HOME-ARP Plan prioritizes QP1. Service providers must document household eligibility in client files prior to assistance.

1. **Homeless, as defined in [24 CFR 91.5](#)**

- An individual or family who lacks a fixed, regular, and adequate nighttime residence
- An individual or family who will imminently lose their primary nighttime residence and likely to face homelessness
- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who are defined by homeless in other federal programs and other certain requirements.

2. **At risk of Homelessness, as defined in [24 CFR 91](#).**

- An individual or family who has an annual income below 30% AMI, lacks support and meets other housing instability conditions.
- A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under other federal programs.

3. **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.**

Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that have taken place within the primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit.

4. **Other Populations** where providing supportive services or assistance would prevent homelessness or serve those at greatest risk of housing instability. HUD defines these populations as households who do not qualify under QPs 1 – 3, but meet one of the following:

- Households who have previously been qualified as "homeless" as defined in [24 CFR 91.5](#), who are currently housed due to temporary or emergency assistance to become housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.
- Households At Greatest Risk of Housing Instability who either

- have income less than or equal to 30% AMI and are experiencing severe cost burden;
- have annual income less than or equal to 50% AMI AND meets one of the conditions from paragraph (iii) of the “At risk of homelessness” definition established at [24 CFR 91.5](#).
  - Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - Is living in the home of another because of economic hardship;
  - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

5. **Veterans and Families that include a Veteran Family Member** that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

### **Homeless Preference (QP1)**

Households who fall into the following categories will be prioritized for HOME-ARP assistance:

1. Those residing in Safe Stay and Safe Park sites within the City of Vancouver
2. Those who are currently experiencing homelessness (QP1)
3. Other qualifying populations must have access to apply for placement on a waiting list for assistance but shall only be served if there are no households with Homeless Preference referrals available.

### **Eligibility Documentation**

The eligibility process includes an initial phone or in person screening to determine whether the applicant meets one of HUD’s qualified population definitions. Eligibility determinations must be documented in client files preferably through third-party documentation. Within the program types eligible under the Consolidated Homeless Fund, there shall be additional participant eligibility criteria and recordkeeping requirements (see [Eligible Activity Specific Standards](#)).



## Participant File Checklist

To be eligible for HOME-ARP funding, all participant files must include:

- Screening/Intake Form (copy of HMIS Form)
- Release of Information (copy of HMIS Form)
- Verification of qualifying participant (QP) status and appropriate source documentation
- Staff Certification of Eligibility for Program
- Housing Stability Plan
- Case Notes (HMIS record of case management services)
- Evidence of Referral to Mainstream Resources and/or Other Housing Programs
- Denial Notice, if applicable
- Written notice of program termination, if applicable

Rental Assistance files must include:

- U.S. Identification (required for all household members-copy of government issued id, e.g. birth certificate, social security card, driver license, passport)
- Rapid Rehousing Eligibility Evaluation Form
- Re-evaluations of Eligibility, if applicable
- Income Documentation Form (with appropriate source documentation)
- Habitability Standards Checklist
- Rental Assistance Agreement
- Rent Reasonableness Checklist and Certification
- Habitability Standards Checklist
- Lease Agreement
- Certification of Receipt of Rapid Rehousing/Rental Assistance
- Evidence of financial assistance (copy of checks, payment requests forms, financial documentation form etc.)

If Lead Based Paint Requirements are applicable:

- Verification household received pamphlet, “Protect Your Family from Lead in Your Home”
- Lead-Based Paint Property Owner Certification Form

## Program Termination and Grievance Policy

An agency may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the agency. Termination under this section does not bar the agency from providing further assistance at a later date to the same individual or family if they continue to be qualified.

The agency must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the agency 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:

- Providing program participants with written program rules and the termination process before the participant begins to receive assistance;
- Written notice to the program participant containing a clear statement of the reasons for termination;
- 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
- Prompt written notice of the final decision to the program participant.

During this process, the agency must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the agency must provide meaningful access to persons with LEP.

## ELIGIBLE ACTIVITIES

A broad range of supportive services are eligible under the HOME-ARP Notice and additional detail about the service types is provided there. The list below is a summary of the activities. Eligible HOME-ARP costs include costs associated with the following services:

- **Case management** to assess and coordinate services to meet the needs of program participants. Agencies must have written standards for providing case management assistance.
- **Childcare** for children under 13, or those with a disability under 18.
- **Credit repair and credit counseling** to assist with critical skills related to budgeting, managing money, resolving credit problems.
- **Education services** including health education, substance abuse prevention, literacy, ESL, GED.
- **Employment assistance and job training** including on-the-job training to secure or retain a job.
- **Financial assistance for housing and utilities**, including application fees, security deposits, utility deposits, moving costs, first and last month's rent, up to 6 months rental arrears.
- **Food assistance** to provide meals or groceries to program participants.
- **Housing search and counseling services** to locate, obtain, or retain housing such as development of an action plan, moving arrangements, outreach and negotiation with owners.
- **Landlord/Tenant Liaison services** such as outreach, inspections, fees, security deposits.
- **Legal services** for advice and representation in matters that interfere with a household's ability to obtain and retain housing.
- **Life skills training** necessary to assist households to live independently such as budgeting, money management, household management, conflict management, nutrition, parenting.
- **Mediation** between program participants and owners or roommates, if necessary to prevent losing permanent housing.
- **Mental health** outpatient services provided by licensed professionals.
- **Outpatient health treatment** provided by licensed medical professionals, including dental care.
- **Outreach services** to engage households and provide immediate support and intervention, as well as identify potential program participants.
- **Rental assistance** for up to 24 months, for units within FMR and rent reasonable.
- **Services for special populations** such as victim services.
- **Substance abuse treatment** designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors provided by licensed or certified professionals.
- **Transportation** costs for program participants or service workers.

## Eligible Costs

All supportive service costs paid for by HOME-ARP must comply with the requirements of the Notice and [Uniform Administrative Requirements at 2 CFR part 200, subpart E, Cost Principles](#) that require costs be necessary and reasonable.

## Ineligible costs

**Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources.** Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance Act during the time covered by the replacement housing payments.

Other ineligible activities that cannot be funded with HOME-ARP include, but are not exclusive to:

- replacement of existing mainstream resources;
- payments made directly to program participants;
- Mortgage assistance for program participants;
- Payment of rent for eligible individuals or families for the same period and for the same cost types being assisted through any other federal, state, or local housing subsidy program;
- Utility arrear payments;
- Payments on credit card bills or other consumer debt, including child support or garnishments;
- Provision of cash assistance;
- Bad debt/late fees;
- Depreciation;
- Rental assistance longer than 24 months;
- Payment of credit arrears (credit cards, loans, etc.);
- Payment of costs of discharge planning programs in mainstream institutions such as hospitals, nursing homes, jails, or prisons; and
- Payment for religious activities (Note: While organizations that are religious or faith-based are eligible to receive funds, religious activities must be conducted separately, in time and location, from HOME-ARP funded activities and participation must be voluntary for program participants.)

## ELIGIBLE ACTIVITIES - SPECIFIC STANDARDS

Only certain activities include specific standards based on City of Vancouver and/or HOME-ARP policy. Other services which may not be detailed below would still be allowable under HOME-ARP as detailed in the HUD Notice. An agency must establish written policies for delivery of other HOME-ARP Supportive Services. The policies shall be reviewed and approved by the City prior to contract execution.

### Preference for Housing Stability Services

The HOME-ARP program places a strong emphasis on providing housing stability services to program participants. These services include, but are not limited to:

- Rental assistance up to 24 months to help qualifying populations secure and maintain stable housing.
- Case management services to develop personalized housing stability plans and connect participants with necessary resources and support.
- Assistance with accessing permanent housing options, such as affordable housing units or rental subsidies.
- Support in navigating the housing market and landlord-tenant relationships.
- Referrals to additional supportive services, including mental health counseling, substance abuse treatment, and employment support.

### Street Outreach Standards

Based on need and assessment, qualifying individuals and/or families will be offered essential services beyond emergency health and other crisis intervention assistance that may include case management, transportation and housing stabilization.

It is recommended that preference be given to those special populations who are most vulnerable to being harmed by living in unsafe and unprotected places (i.e. victims of domestic and other forms of violence, youth, families with children, disabled, elderly, etc.). Agencies shall utilize the VI-SPDAT/SPDAT to assess program participants' eligibility for Coordinated Entry System for Homeless Services and the intervention/essential service necessary to resolve homelessness. Engagement activities must include an initial assessment of needs and eligibility to prioritize the type and source of assistance required with safety and urgent health needs being the highest priority.

Based on need and assessment, qualifying individuals and/or families must be offered essential services beyond emergency health and other crisis intervention assistance that include case management, transportation, and housing stabilization, if needed. Whenever feasible, rapid re-

housing will be a priority over the provision or referral to emergency shelter or transitional housing.

The subrecipient must provide services to homeless individuals and families for at least the period during which HOME-ARP funds are provided.

### **Rental Assistance Guidelines**

HOME-ARP supportive service rental assistance rules differ from the HOME Tenant-Based Rental Assistance guidelines. Using financial assistance supports along with case management and rental assistance can provide more flexibility than the regular HOME program.

Per the HOME-ARP Implementation Notice, eligible households may be assisted with up to 24 months of rental assistance, provided that the total financial assistance provided, including any pre-payment of first and last month's rent, does not exceed 24 months of rental payments over any 3-year period.

### **Agreement Required**

Agencies must make rental payments only to an owner with whom the agency has entered into a financial assistance agreement for rental payment. [Example - Form 2: Sample HOME ARP Application for Rental Assistance](#). The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under this Notice. The financial assistance agreement must provide that, during the term of the agreement, the owner must give the agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in 24 CFR 92.359.

The agency must make timely payments to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. Late fees are not reimbursable with HOME-ARP so an agency is solely responsible for paying late payment penalties that it incurs with non-HOME-ARP funds.

### **Rent Reasonableness**

Rent for each unit must be determined to be reasonable based on comparable units and the Fair Market Rent limit. Agency will certify this using the Rent Reasonableness Form. Most recent FMR limit can be found at the City's website: [www.cityofvancouver.us/cdbg](http://www.cityofvancouver.us/cdbg).

[Example - Form 3: Rent Reasonableness Checklist and Certification](#).

### **Unit inspections**

Prior to completing the lease or making any payments, a unit must be inspected to meet HQS. HQS inspections may be completed by City staff. To request an inspection, agency will send HQS

Inspection Request form (provided by the City) via email to the Housing Rehab Specialist. Under no circumstances will an agency be allowed to complete the inspection if it owns the unit. Unit must meet HQS before tenancy. Complete records of certification, inspections, and follow-up actions must be kept in the client's files. Inspection checklist found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF>. Units that are built before 1978 must pass the lead-based paint inspection.

[Example – Form 4: Lead Paint Inspection Report](#)

[Example - Form 5: Lead Based Paint EPA Disclosure](#)

## **Lease**

Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit. [Example - Form 6: Sample HOME ARP Rental Assistance Contract](#). The lease must be between the owner and the program participant. A program participant who receives rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive assistance, as long as the program participant continues to meet program requirements. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in [24 CFR 92.359](#) apply to this financial assistance.

Agencies must establish requirements to prevent the provision of financial assistance for rent for the same period for which a program participant is receiving rental assistance or living in housing provided with ongoing assistance (such as project-based rental assistance or operating subsidies).

If a program participant receiving HOME-ARP rental assistance meets the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#), HOME-ARP funds may be used to pay amounts owed for breaking a lease to effectuate an emergency transfer. These costs are not subject to the 24-month limit on rental payments.

While providing rapid rehousing assistance to a program participant, the agency must require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability. The subrecipient in providing housing stability case management must also adhere to all other case management standards, including the requirement to “ensure that a housing and services plan is completed for all program participants.” Finally, housing stability case management assistance cannot exceed 24 months during the period the program participant is living in permanent housing.

## **Lease Addendum**

The lease must be accompanied by a lease addendum signed by the tenant and landlord which outlines the prohibited lease terms and other basic program info.

[Example – Form 7: Lease Addendum](#)

### **Determining Client's Share of Rent**

Rent standards must be consistently implemented for all program participants that receive rental assistance dollars, no program participant should pay more than 30% of their household income towards rent.

The duration of rental assistance is limited to 24 months within a 3-year period. The amount of rent assistance provided must be the least amount needed to stabilize clients in their permanent housing. Subrecipients have the discretion to further set a maximum number of months (that does not exceed the limits specified herein) that a client may receive rental assistance and the maximum dollar amount of assistance. The process for determining such conditions must be applied consistently for all households within each HOME-ARP funded program, incorporated into the agency's HOME-ARP Rental Assistance policies and procedures and communicated in advance to eligible program participants.

### **Transportation Assistance Standards**

Costs of program participant's travel on public transportation or in a vehicle provided by the agency to and from medical care, employment, childcare, or other services eligible under HOME-ARP are eligible.

Mileage allowance for service workers to visit program participants and to carry out housing inspections:

- The costs of agency staff to accompany or assist program participants to utilize public transportation
- If public transportation options are not sufficient within the area, the agency may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
  - Payments for car repairs or maintenance on behalf of the program participant may not exceed 10% of the Blue Book value of the vehicle;
  - Payments for car repairs or maintenance must be paid by the agency directly to a licensed mechanic; and
  - The agency must establish policies and procedures surrounding payments for gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants. Such costs must be limited to program participants with the inability to pay for such costs and who, without such assistance, would not be able to participate in HOME-ARP Supportive Services.

### **Case Management Standards**

Agencies that provide case management services to clients, or ensure that clients have access to these services through another agency, shall ensure the following:



- Agencies will develop and implement a set of written policies and procedures that clearly delineate the provision of case management services to include what specific services are to be provided, how they are to be provided, and by whom.
- As a part of case management services, agencies will ensure that a housing and services plan is completed for all program participants. The plan is intended to be a guide for both the program participant and the agency staff. It should focus on obtaining or maintaining housing with defined goals, outcomes and timelines. The plan should also identify needed community resources, referrals to partnering agencies especially for mainstream benefits, budget education and tenant education.
- Case management services shall include, but are not limited to, the following:
  - Conducting initial evaluations to determine client eligibility for services;
  - Assisting clients to obtain Federal, State and local benefits;
  - Monitoring and evaluating program participant progress;
  - Providing information and referrals to other providers; and
  - Developing an individualized service plan, including a path to permanent housing stability.
- Agencies shall post information designed to help resident's access job training and employment opportunities, health, mental health and substance abuse treatment, and food/soup kitchen resources.
- Agencies shall maintain confidential records to document household eligibility, services provided and referrals made for each program participant.

## APPENDIX

### Form 1: Participant Eligibility Worksheet

**Project Name:** \_\_\_\_\_

**Participant Name:** \_\_\_\_\_

**Date of Intake:** \_\_\_\_\_

**Type of Homelessness Documentation** (Check the appropriate type of documentation used to verify homelessness and attach it to this worksheet. Maintain these forms in the participant file.)

Homeless Status	Type of Documentation	Documentation attached
Persons living on the street	A signed and dated general certification from an outreach worker verifying that the services are going to homeless persons, and indicates where the persons served reside.	
Persons coming from living on the street (and into a place meant for human habitation)	Staff should provide written information obtained from third party regarding the participant's whereabouts, and, then sign and date the statement.	
Persons coming from an emergency shelter for homeless persons	Written referral from the agency.	
Persons coming from transitional housing for homeless persons	Written verifications to include program residency and homeless status prior to program entry.	
Persons being evicted from a private dwelling	Documentation of income, efforts to obtain housing, why participant would be on street, and either documentation of formal eviction proceedings or statement from family evicting participant.	
Persons from a short-term stay in an institution who previously resided on the street or in an emergency shelter	Written verification from the institution's staff that the participant has been residing in the institution for less than 31 days; and information on the previous living situation.	
Persons being discharged from a longer stay in an institution	Written verification from the institution of discharge within one week of receiving homeless assistance AND documentation of income, efforts to obtain housing, and why person would be homeless without assistance.	

**Form 2: Sample HOME ARP Application for Rental Assistance**

Applicant Name:

Current Address:

City, State, Zip Code:

Home Phone:

Alternate Phone:

**HOUSEHOLD COMPOSITION**

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head.)

Member's Full Name	Relationship	Birthdate	Age	Gender

**RACE AND ETHNICITY OF HEAD OF HOUSEHOLD**

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- Hispanic
- Asian
- White
- Non-Hispanic
- Black/African American
- Other Multi-Racial

Preference Information.<sup>1</sup> You may qualify for a preference for housing assistance if any of the following circumstances can be verified for your family. Please check any that apply to you.

Are you currently homeless or living in substandard housing?  
If yes, please explain:

Have you been (or are you about to be) displaced from your housing?  
If yes, please explain:

<sup>1</sup> Note: These are examples only. Insert the appropriate local preferences.

**INCOME INFORMATION**

What is the total annual income of all household members?

(Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

**ASSET INFORMATION**

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (e.g. bank accounts, investments)	Cash Value of Asset	Annual Income from Asset

**EXPENSE INFORMATION**

Does your household have un-reimbursed medical expenses in excess of 3 percent of annual income?

Yes  No

Does your household pay child care expenses for children under the age of 13 that enable a family member to work or go to school?

Yes  No

Does your household pay care expenses for the care of a family member with disabilities that enable a family member to work?

Yes  No

APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the [Program Administrator] to verify all information provided on this application.

Head of Household Signature	Date	Other Adult Signature	Date
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**Form 3: Rent Reasonableness Checklist and Certification**

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities Unit: Site: Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent Utility Allowance Gross Rent				
Handicap Accessible?				

**CERTIFICATION:**

**A. Compliance with Payment Standard**

Proposed Contract Rent	+	Utility Allowance	=	Proposed GrossRent
------------------------	---	-------------------	---	--------------------

Proposed gross rent cannot exceed 100% Fair Market Rent (FMR) payment standard.

	STUDIO	1-BEDROOM	2-BEDROOM	3-BEDROOM	4-BEDROOM
Fair Market Rent	\$1,500	\$1,610	\$1,839	\$2,574	\$2,995

Gross Rent is:                    Equal to or Less than FMR                    Exceeds FMR

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined the proposed rent:  
                         is reasonable                          is not reasonable

Name:	Signature:	Date:
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**Form 4: Lead Paint Inspection Report**

Addendum to the HQS Inspection Report

Owners Name: \_\_\_\_\_

Property Address: \_\_\_\_\_ Date Built: \_\_\_\_\_

Agency: \_\_\_\_\_ Renter Name: \_\_\_\_\_

Renter Children (Circle one) Yes No

The above property has been identified as older than 1978 and will be subject to a visual assessment for lead-paint issues.

The following information is to be completed by a certified HQS Inspector at the time of a home inspection:

1. Are there any signs of deteriorated paint inside or outside the housing structure? Yes No

2. Are there any signs of peeling, chipping, chalking, cracking, holes in walls, damaged substrates? Yes No

If yes, indicate below where this appears

\_\_\_\_\_

3. Are there any signs of visible dust, debris, and residue as part of a risk assessment or clearance examination? Yes No

If yes, indicate below where this appears

\_\_\_\_\_

If the answers to both 1 & 2 are no, no further assessment is required and the property can be considered cleared of any lead-paint hazard. If any of the above questions are answered with a yes, then a full lead-paint assessment is required. Please indicate below, clearance of the property or whether a full assessment is required:

The above property is cleared of any lead paint hazard \_\_\_\_\_ OR Yes \_\_\_\_\_ No \_\_\_\_\_

A full lead paint assessment is required: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Name Company Date

## Form 5: Lead Based Paint EPA Disclosure Form

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

#### Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

#### Agent's Acknowledgment (initial)

- (e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Form 6: Sample HOME ARP Rental Assistance Contract

LANDLORD NAME & ADDRESS TELEPHONE NO.	UNIT NO. & ADDRESS	TENANT NAME
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This HOME Rental Assistance Contract ("Contract") is entered into between the [program administrator] and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

### 1. TERM OF THE CONTRACT

The term of this Contract shall begin on \_\_\_\_\_<sup>1</sup> and end no later than \_\_\_\_\_.<sup>2</sup>  
The Contract automatically terminates on the last day of the term of the Lease.

### 2. SECURITY DEPOSIT

- A. The [program administrator] will pay a security deposit to the Landlord in the amount of \$ \_\_\_\_\_. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.
- B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the tenant.
- C. The Landlord shall immediately notify the [program administrator] when the Tenant has moved from the Contract unit.

### 3. RENT AND AMOUNTS PAYABLE BY TENANT AND [program administrator]

- A. *Initial Rent.* The initial total monthly rent payable to the Landlord for the first twelve months of this Contract is \$ \_\_\_\_\_.
- B. *Rent Adjustments.* With no less than \_\_\_\_\_<sup>3</sup> days' notice to the Tenant and the [program administrator], the owner may propose a reasonable adjustment to be effective no earlier than the 13th month of this Contract. The proposed rent may be rejected by either the Tenant or the [program administrator]. The Tenant may reject the proposed rent by providing the Landlord with 30 days' written notice of intent to vacate. If the program administrator rejects the proposed rent, the program administrator must give both the Tenant and the Landlord 30 days' notice of intent to terminate the Contract.
- C. *Tenant Share of the Rent.* Initially, and until such time as both the Landlord and the Tenant are notified by the [program administrator], the Tenant's share of the rent shall be \$ \_\_\_\_.
- D. *[Program Administrator] Share of the Rent.* Initially, and until such time as both the Landlord



and Tenant are notified by the [program administrator], the [program administrator's] share of the rent shall be \$\_\_\_\_\_. Neither the [program administrator] nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The [program administrator's] obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
  2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
  3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
  4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the [program administrator] determines that the Landlord is not entitled to any payments received, in addition to other remedies, the [program administrator] may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other Rental Assistance Coupon Contract.

#### **4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES**

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.
- B. The [program administrator] shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If the [program administrator] determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate payment of the [program administrator's] share of the rent and/or terminate the Contract.

#### **5. TERMINATION OF TENANCY**

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the

[program administrator] in writing when eviction proceedings are begun. This may be done by providing the [program administrator] with a copy of the required notice to the tenant.

## **6. FAIR HOUSING REQUIREMENTS**

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the [program administrator], any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.
- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the [program administrator] and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

## **7. [Program administrator] AND HUD ACCESS TO LANDLORD RECORDS**

- A. The Landlord shall provide any information pertinent to this Contract which the [program administrator] or HUD may reasonably require.
- B. The Landlord shall permit the [program administrator] of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

## **8. RIGHTS OF [PROGRAM ADMINISTRATOR] IF LANDLORD BREACHES THE CONTRACT**

- A. Any of the following shall constitute a breach of the Contract:
  - (1) If the Landlord has violated any obligation under this Contract; or
  - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
  - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. The [program administrator's] right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If the [program administrator] determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The [program administrator] shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the [program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

- C. Any remedies employed by the [program administrator] in accordance with this Contract shall be effective as provided in a written notice by the [program administrator] to the Landlord. The [program administrator's] exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## **9. [PROGRAM ADMINISTRATOR] RELATION TO THIRD PARTIES**

- A. The [program administrator] does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of the [program administrator] and this Contract does not create or affect any relationship between the [program administrator] and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to assess any claim against HUD, the [program administrator] or the Landlord under this Contract.

## **10. CONFLICT OF INTEREST PROVISIONS**

No employee of the [program administrator] who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state or local legislator who exercise his functions or responsibilities-with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

## **11. TRANSFER OF THE CONTRACT**

The Landlord shall not transfer in any form this Contract without the prior written consent of the [program administrator]. The [program administrator] shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the [program administrator]) to comply with all terms and conditions of this Contract.

## **12. ENTIRE AGREEMENT: INTERPRETATION**

- A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the [program administrator].
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

## **13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT**

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	[program administrator] Representative (Type or Print):
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE MAILED TO: SSNO. \_\_\_\_\_

NAME(S)

\_\_\_\_\_  
 \_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF OWNER

DATE

\_\_\_\_\_  
 SIGNATURE OF OWNER

DATE

<sup>1</sup> Insert the first day of the term of the Lease.

<sup>2</sup> The maximum allowable length of a HOME Coupon Contract is two years.

<sup>3</sup> Insert the number of days' notice the owner must provide of a rent increase. At least 60 days is recommended to enable the program administrator 30 days to review the rent and still enable the landlord to give the tenant 30 days' notice.

**Form 7: Lease Addendum**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum. The lease for the above-referenced unit is being amended to include the provisions of this addendum because the Tenant has been approved to receive rental assistance under the \_\_\_HOME Rental Assistance Program. Under the Rental Assistance Program, the \_\_\_\_\_ will make monthly payments to the Landlord on behalf of the Tenant.

The Lease has been signed by the parties on the condition that the \_\_\_\_\_ and Landlord will promptly execute a HOME Rental Assistance Contract. This Lease shall not become effective unless the Contract has been executed by both the Landlord and the \_\_\_\_\_, effective the first day of the term of the Lease.

- B. Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Terms of the Lease. The term shall begin on \_\_\_ and shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease; or (3) termination of the HOME Rental Assistance Program Contract by the \_\_\_\_\_.
- D. Rental Assistance Payment. Each month the \_\_\_ will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.

E. Security Deposit

The (Tenant/ \_\_\_\_\_) has deposited \$ \_\_\_\_\_ with the Landlord as a Security Deposit. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

- F. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local laws, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the (Tenant/ \_\_\_\_\_).

- G. Utilities and Appliances. The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		
Other (specify)		
Refrigerator		
Stove/Range		

- H. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the \_\_\_\_\_ and obtaining the Landlord's permission. Household members: \_\_\_\_\_.
- I. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).
- J. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify [Program Administrator] in writing when eviction proceedings are begun. This may be done by providing the [Program Administrator] with a copy of the required notice to the Tenant.
- K. Prohibited Lease Provisions. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord:
- (1) Confession of Judgment. Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
  - (2) Treatment of Property. Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
  - (3) Excusing the Landlord from Responsibility. Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
  - (4) Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
  - (5) Waiver of Court Proceedings for Eviction. Agreement by the Tenant that the Landlord may evict the Tenant (i) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
  - (6) Waiver of Jury Trial. Authorization to the Landlord to waive the Tenant's right to a trial by jury.
  - (7) Waiver of Right to Appeal Court Decision. Authorization to the Landlord to waive the Tenant's right

to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.

- (8) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.
- (9) Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

L. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

M. Violence Against Women Act (VAWA): VAWA (34 U.S.C. § 12471 et seq.) regulations must be followed for HOME-ARP assistance. Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity. VAWA protects certain housing rights for victims of domestic violence, dating violence, sexual assault, and stalking. It also covers the victim's immediate family members and other household members. For additional information on protections, or to file a complaint, please visit: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA).

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	