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# Supportive Services for the Emergency Housing Voucher Program Administration Manual



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An amended Administration Manual will be released periodically, and the newest edition overrides all previous editions. Except where otherwise noted, all amendments to the Administration Manual apply to all awards, regardless of year of funding.

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## Section 1: Program Introduction

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The American Rescue Plan Act, which was signed into law on March 11, 2021, provided funding to the Department of Housing and Urban Development (HUD) to allocate approximately 70,000 emergency housing vouchers (EHVs) to public housing agencies (PHAs) to assist households experiencing homelessness or at risk of homelessness. On May 5, 2021, HUD issued guidance (PIH Notice 2021-15) describing the operating requirements for the EHVs.

The EHV program allows for the provision of permanent tenant-based rental assistance to households referred to the PHA by the local Continuum of Care (CoC) Coordinated Entry (CE) system. Households will be considered eligible for the EHV program if they meet one of the following criteria:

1. Homeless;
2. At risk of homelessness;
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

To maximize housing stability for high need households assisted with EHVs, IHCD has leveraged additional funding sources to make available supportive services to households enrolled in the program. IHCD has partnered with the Division of Mental Health and Addiction (DMHA) to provide funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant (MHBG) to offer services to individuals enrolled in the program who have also been diagnosed with a serious mental illness (SMI) or serious emotional disturbance (SED). Additional funds from the HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) will be used to provide outreach services to all households and ongoing services to individuals who do not have a diagnosed with SMI/SED.

## Section 2: Program Activities

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### 2.1 Eligible Services

Community Mental Health Centers (CMHC) will be required to assess all participants for eligibility for Indiana Health Coverage Programs (IHCP) Medicaid Rehabilitation Option (MRO) and complete the enrollment, where applicable. CMHCs must bill for services that are covered by Medicaid first if an individual qualifies and has a corresponding package before utilizing funds from this award to cover supportive services.

#### **MHBG Eligible Costs:**

- Outreach services
- Case management and in-reach services
- Tenancy supports
- Employment assistance and job training
- Substance use treatment services
- Mental health services
- Life skills training
- Referral to legal services
- Applying for insurance
- SSI/SSDI Outreach, Access, and Recovery (SOAR) application
- Administrative costs directly related to the provision of the above types of services

#### **HOME-ARP Eligible Costs:**

#### **Supportive Services:**

- Childcare
  - The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible. The childcare center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible. The following conditions also apply:
    - Children must be under the age of 13 without a disability present.
    - Children with a disability must be under the age of 18.
- Education services
  - The costs of improving knowledge and basic educational skills are eligible costs including:
    - Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
    - Screening, assessment, and testing; individual or group instructions; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- Employment assistance and job training

- The costs of establishing and/or operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
  - Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational and/or certificates.
  - Services that assist individuals in securing employment consist of:
    - Employment screening, assessment, or testing;
    - Structured job skills and job-seeking skills;
    - Special training and tutoring, including literacy training and pre-vocational training;
    - Books and instructional material;
    - Counseling or job coaching; and
    - Referral to community resources.
- Food
  - The cost of providing meals or groceries to program participants is eligible.
- Housing search and counseling services
  - Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible. Services are:
    - Development of an action plan for locating housing;
    - Housing search;
    - Tenant counseling;
    - Securing utilities;
    - Making moving arrangements;
    - Outreach to and negotiation with owners;
    - Assistance submitting rental applications and understanding leases;
    - Assistance obtaining utilities; and
    - Tenant counseling;
    - Mediation with property owners and landlords on behalf of eligible program participants;
    - Credit counseling, access a free personal credit report, and resolving personal credit issues;
    - Payment of rental application fees; and
    - Other housing counseling costs, as defined in 24 CFR 5.100, funded with, or provided in connection with grant funds must be carried out in accordance with 24 CFR 5.111.

Please Note: When subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in 24 CFR 5.100, and therefore are not required to be carried out in accordance with the certification requirements of 24 CFR 5.111.

- Legal services

- Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.
  - Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant losing the permanent housing in which the program participant currently resides.
  - Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are prohibited.
  - Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
  - Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipients' employees' salaries and other costs necessary to perform the services.
- Life skills training
  - The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, dating violence, sexual assault, stalking, human trafficking, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:
    - The budgeting of resources and money management, household management, conflict management, shopping for food and other needs items, nutrition, the use of public transportation, and parent training.
- Mental health services
  - Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals.
    - Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
    - Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- Outpatient health services

- Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:
  - Providing an analysis or assessment of a program participant's health problems and the development of a treatment plan;
  - Assisting program participants to understand their health needs;
  - Providing directly or assisting program participants to obtain and utilize appropriate medical treatment;
  - Preventative medical care and health maintenance services, including in-home health services and emergency medical services;
  - Provision of appropriate medication;
  - Providing follow-up services; and
  - Preventive and non-cosmetic dental care.
- Outreach services
  - The costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
    - Eligible costs include the outreach workers' transportation costs and a cell phone to be used by the individual performing the outreach/.
    - Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the subrecipient's geographic area.
- Substance abuse treatment services
  - Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include:
    - Program participant intake and assessment;
    - Outpatient treatment;
    - Group and individual counseling;
    - Drug testing;
    - Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- Transportation
  - Eligible costs are:
    - The costs of program participants' travel on public transportation or in a vehicle provided by the subrecipient to and from medical care, employment, childcare, or other services eligible under this section.
    - Mileage allowance for service workers to visit program participants and to carry out housing inspections;
    - The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
    - The cost of gas, insurance, taxes, and maintenance for the vehicle;
    - The costs of subrecipient staff to accompany or assist program participants to utilize public transportation; and



- If public transportation options are not sufficient within the area, the PJ 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 percent of the Blue Book value of the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);
    - Payments for car repairs or maintenance must be paid by the subrecipient directly to the third party that repairs or maintains the car; and
    - Subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
  - The subrecipient must establish policies and procedures surrounding payments for the cost of gas, insurance, taxes, and one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants. Such costs should 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 these HOME-ARP Supportive Services.
- Case management
  - The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Subrecipients providing these supportive services must have written standards for providing the assistance. Eligible costs are those associated with the following services and activities:
    - Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
    - Counseling;
    - Developing, securing, and coordinating services;
    - Using the Coordinated Entry System;
    - Obtaining federal, State, and local benefits;
    - Monitoring and evaluating program participant progress;
    - Providing information and referrals to other providers;
    - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
    - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
    - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance program participant needs.
- Mediation
  - HOME-ARP funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

- Credit repair
  - HOME-ARP funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- Landlord/Tenant Liaison
  - Costs of liaison services between property managers/owner and program participants are eligible HOME-ARP costs and may include:
    - Landlord outreach;
    - Physical inspections and rent reasonable studies as needed to secure units;
    - Rental application fees and security deposits for clients, in accordance with the financial assistance cost requirements described below;
    - Mediation services described above for housing issues that may arise between owner, property manager, or other residents and clients;
    - Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.
- Services for special populations, such as victim services
  - HOME-ARP funds may be used to provide services for special populations, such as victim services, so long as the costs of providing these services are eligible HOME-ARP services. The term victim services mean services that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- Financial assistance costs:
  - HOME-ARP funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:
    - Rental application fees: Rental housing application fee that I charged by the owner to the applicant. *Because this is also an eligible cost through the EHV Program, participants should request assistance with rental application fees from the voucher-issuing housing agency prior to requesting assistance with this cost from the HOME-ARP program.*
    - Security deposits: A security deposit that is equal to no more than 2 months rent. This assistance is separate and distinct from the provision of financial assistance first and last months' rent and may not be used to cover or duplicate those costs. Any portion of the deposit that is returned to the subrecipient should be provided to the participant as a grant. *Because this is also an eligible cost through the EHV Program, participants should request security deposit assistance from the voucher-issuing housing agency prior to requesting assistance with this cost from the HOME-ARP program.*
    - Utility deposits: A standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities:
      - Gas
      - Electric

- Water
- Sewer

*Because this is also an eligible cost through the EHV Program, participants should request utility deposit assistance from the voucher-issuing housing agency prior to requesting assistance with this cost from the HOME-ARP program.*

- **Utility payments:** Up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payment. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period. *Because utility arrears assistance is an eligible cost through the EHV Program, participants must request this assistance from the voucher-issuing housing agency prior to requesting assistance from the HOME-ARP Program. Additionally, all EHV households receive a utility allowance included with their voucher; ongoing utility payments may be made by the subrecipient to cover the remaining tenant portion for eligible utility services listed above.*
- **Moving costs:** Moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving HOME-ARP supportive services assistance and before the participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible. *Because this is also an eligible cost through the EHV Program, participants should request assistance with moving costs from the voucher-issuing housing agency prior to requesting assistance with this cost from the HOME-ARP program.*
- **Payment of rental arrears:** One-time payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.

#### **Administrative Costs (not to exceed 10% of the total HOME-ARP award)**

- Eligible administrative costs include reasonable costs of overall HOME-ARP program management, coordination, monitoring, and evaluation. Review section VI.A. of [HUD Notice CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program](#) for a more complete understanding of eligible administrative costs.

## **2.2 Ineligible and Non-Reimbursable Activities**

- Funds should not be duplicated with other funds or funding sources, and reimbursement will not be provided for services covered by IHCP Programs and provided to enrolled individuals.

- Services rendered to individuals or households that are not participating in the Emergency Housing Voucher (EHV) program will not be reimbursed.
- Financial assistance costs permitted through the HOME-ARP Program (e.g., rental application fees, security deposits, utility deposits, utility payments, moving costs, and rental arrears) must be paid to a third-party and cannot be paid directly to the participant.

## Section 3: Participant Selection

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### 3.1 Eligible Program Participants

Eligible participants in this program are households that have been referred to the Emergency Housing Voucher (EHV) Program through Coordinated Entry (CE) and have been assessed for and enrolled in IHCP MRO when appropriate. Subrecipients will have 60 days to identify a primary SMI/SED diagnosis. During the discovery phase of determining eligibility, subrecipients can be reimbursed for the time accumulated for engagement. Please note that the potential eligible individual may not receive any other services until this has been determined. The subrecipient must use the IHCDCA Participant Eligibility Worksheet for EHV Supportive Services Program to verify and document eligibility.

While all clients must initially be assessed for having a Serious Mental Illness (SMI) or Severe Emotional Disturbance (SED), the resulting diagnosis will not affect the services that are eligible for reimbursement through the HOME-ARP grant. To be eligible for HOME-ARP Supportive Services, participants must meet the definition of a qualifying population as defined in Section IV.A. of [HUD Notice CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan](#).

To be eligible for the MHBG Supportive Services, households must have either an adult with a serious mental illness as defined by the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders (DSM), or a child with a serious emotion disturbance, as defined by the DSM.

### 3.2 Client Selection

Each subrecipient must develop a participant selection plan which clearly describes the process by which participants are screened for eligibility and offered supportive services. IHCDCA has created an example participant selection plan that may be adapted for use by subrecipients.

All participant selection plans must:

- Include this program's definition of "eligible participants" (Section 4.1),
- Describe the process by which potential participants are identified, referred, or apply to the program,
- Identify any screening criteria, including income level or diagnosis, and
- Acknowledge that the program follows the nondiscrimination requirements included in the Fair Housing Act, HUD's Equal Access Rule, and the Violence Against Women Act (VAWA). Additionally, the plan must include the Fair Housing and Accessibility logos.

The plan must be approved by IHCDCA prior to implementation. Additionally, any proposed changes or additions must be approved to IHCDCA prior to implementation. Subrecipients must use the IHCDCA Eligibility Worksheet to verify and document that a participant is eligible for services in accordance with the approved participant selection plan.

## Section 4: Parameters of Assistance

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### 4.1 Length and Termination of Assistance

Individuals may receive services if they have been referred for or currently have an Emergency Housing Voucher (EHV). Households will not be considered eligible to receive supportive services through this program if they no longer have an EHV. Households that exit the EHV Program may receive HOME-ARP Supportive Services for up to three months following their termination to support ongoing housing stability.

Service provision to the household may end under either of the following circumstances:

**Voluntary termination** occurs when the client chooses to leave the program for any reason, including: the client no longer requires assistance, the client has enrolled in another program that provides housing or medical assistance, the client has moved, etc.

**Involuntary termination** is initiated by the subrecipient due to the client's non-compliance with program requirements or commitment of fraud. Examples of non-compliance/fraud include but are not limited to:

- Qualifying participant or household fails to provide requested information for application processing or initial assessment following multiple outreach attempts by the subrecipient, resulting in an inability for the subrecipient to determine eligibility for services; and/or,
- Qualifying participant or household members falsify information in order to receive assistance.

Subrecipients who involuntarily terminate a client must follow a formal termination process which recognizes the client's right to due process of law. This process must include:

- Serving the client with a written notice containing a clear statement of the reasons for termination;
- Permitting the client to have a review of the decision, in which the client is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and,
- Providing prompt written notification of the final decision to the client. Provide at least a 30-day written notice to the tenant in the event of lease termination or non-renewal.

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

#### Appeal Process

The appeal process begins with an informal review designed to resolve the issue at the local level. The subrecipient's appeal process should be formally documented in writing and submitted to IHCD for review.

### *Informal Review*

If a participant disagrees with the reason for involuntary termination, they may submit a written request to the Executive Director (or equivalent) of the subrecipient for a review of the determination. The request must be submitted within 10 working days of participant's receipt of the determination and include specific reasons why the participant feels the termination decision was inaccurate or unfair. The participant may submit additional documentation for review by the Executive Director at the time of the review request. The Executive Director will then have 15 working days to review the termination decision and render their findings. This time may be extended by the Executive Director in the interest of fairness.

### *Formal Appeal*

If the participant disagrees with the findings of the Executive Director, they may then formally appeal the decision to IHCD. The request for a formal appeal must be submitted within 10 business days of the participant's receipt of the Executive Director's determination and sent to:

Indiana Housing and Community Development Authority  
Attn: Compliance Attorney  
30 S. Meridian Street, Suite 900  
Indianapolis, IN 46204

The Compliance Attorney will set the matter for a hearing by sending written notice to the participant within 10 business days of receipt of the participant's request. The written notice will inform the participant of:

1. The time, date, and location of the hearing;
2. The participant's right to confront opposing witnesses;
3. The participant's right to present written objections or other evidence;
4. The participant's right to be represented by counsel at their own expense;
5. The participant's right to receive copies of all documents that will be presented by the subrecipient; and,
6. The participant's right to have the hearing via telephone.

If requesting to receive the documents via email, the participant must submit the request to IHCD no later than 12:00 p.m. Eastern Time on the business day prior to the scheduled hearing date. Otherwise, the participant must make the request for hard copy documents no later than five business days before the scheduled hearing date. The written notice will further inform the participant that they must make any documents they wish to present at the hearing available to IHCD no later than 12:00 p.m. Eastern Time on the business day prior to the scheduled hearing date, or else the documents might not be allowed to be presented at the hearing.

The participant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a disability. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the participant or a necessary witness. Requests to reschedule a hearing must be made orally or in writing at least two business days prior to the hearing date. If the participant does not appear or make themselves available by phone at the scheduled time, the hearing will be cancelled, and no appeal will be heard. At its discretion, the Compliance Attorney

will reschedule the hearing only if the participant can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

### **Compliance Attorney Decision**

The Compliance Attorney will issue a written decision, briefly stating the reasons for the final decision. The hearing decision will be furnished to the participant within 15 business days of the hearing. The decision of the Compliance Attorney is final.



## Section 5: Claims Submission and Ongoing Reporting

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### 5.1 Claims Submission Process for HOME-ARP Supportive Services

All claim documentation will be available for download at [IHCDA: Supportive Services for the Emergency Housing Voucher \(EHV\)](#). Funds are disbursed on a reimbursement basis through claims submitted to IHCDAOnline at <https://online.ihcda.in.gov/>. Subrecipients are required to submit their claims to the Indiana Housing and Community Development Authority (IHCDA) for the preceding month by the 15th of the following month. Claims submitted after the 25th of the month will be subject to a review by management to assess their eligibility for reimbursement. For information on how to use IHCDAOnline and submit a claim with the required documentation, please refer to the [Partner's Guide to IHCDAOnline](#). Questions regarding the claims process and access to the system should be submitted to [claims@ihcda.in.gov](mailto:claims@ihcda.in.gov). If the question is regarding eligible activities, please contact the Supportive Housing Analyst.

Required claim documentation:

- Claim Summary Pages (generated from IHCDAOnline)
- Monthly Reporting Form
- HOME-ARP Financial Narrative
- Other supporting documentation including:
  - Paystubs for all employees listed on the Financial Narrative Form
  - Administrative invoices/receipts where the amount charged to the program equals or exceeds \$200

### 5.2 Reimbursement Request Process for MHBG Supportive Services

Funds are disbursed on a reimbursement basis. Claims must be submitted monthly to the Supportive Housing Analyst. Claims must include the required documentation listed below. Questions regarding the claims process or eligible activities should be directed to the Supportive Housing Analyst.

Required claim documentation:

- Claims Summary Pages (generated from IHCDAOnline)
- MHBG Financial Narrative Form
- Monthly Reporting Form
- Other supporting documentation including:
  - Paystubs for all employees listed on the Financial Narrative Form
  - Administrative invoices/receipts where the amount charged to the program equals or exceeds \$200

### 5.3 IDIS Quarterly Report Form

IHCDA is required to report on program outcomes directly to HUD through their Integrated

Disbursement and Information System (IDIS), a HUD software system for HOME-ARP and other entitlement funds. Subrecipients must complete the IDIS Report Form summarizing HOME-ARP Supportive Services provided to program participants on a quarterly basis. The IDIS Report Form must be emailed to the Supportive Housing Analyst according to the schedule included within the Report. IHCD will enter this information into IDIS.

The IDIS Report Form is available for download from the EHV Supportive Services webpage. Additional instructions are included within the form. Questions regarding IDIS Form completion and submission may be emailed to the Supportive Housing Analyst.

## 5.4 Homeless Management Information System

The Homeless Management Information System (“HMIS”) is a secure, electronic data collection system used to determine the nature and extent of homelessness. Data regarding all homeless individuals assisted with the Program’s grant funds must be entered into either the Indiana Balance of State or the Indianapolis HMIS. IHCD will determine the HMIS that the subrecipient must use based on the geographic location of the project.

The subrecipient is required to enter participant data at intake and upon discharge of the program, at a minimum, for all participants except those assisted under the third eligibility criteria. Participant data for households assisted under the third eligibility criteria is not required to be entered into HMIS. The recipient is encouraged to utilize the other features of HMIS such as case notes, service tracking, and reporting functions. The data required for entry into HMIS includes at least the following data elements: Name, Social Security Number, Date of Birth, Race, Ethnicity, Gender, Veteran Status, Disabling Condition, Residence Prior to Entry, Health Insurance at Entry and Exit, Zip Code, Length of Stay at Previous Residence, Housing Move-in Date, and Exit Destination. The recipient agrees to collect any other data elements as IHCD directs. For HMIS assistance or to get registered to use the system, please contact the HMIS Help Desk at: [hmishelpdesk@ihcd.in.gov](mailto:hmishelpdesk@ihcd.in.gov).

## Section 6: Monitoring and Compliance

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### 6.1 Confidentiality Requirements

#### **HOME-ARP:**

All subrecipients must develop, implement, and maintain written procedures to require that:

- All records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP or MHBG assistance will be kept secure and confidential;
- The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the subrecipient consistent with state and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.

Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking:

- If an individual or family qualifies because the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either –
  1. A written certification by the individual or head of household; or
  2. A written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.

#### **MHBG:**

Terms used, but otherwise not defined in this section shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.

- A. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
  - 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
  - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
  - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
  - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.

- C. If Subrecipient is deemed a Business Associate to IHCDA, Subrecipient is hereby authorized by IHCDA to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on IHCDA's behalf pursuant to and consistent with the Services performed by the Subrecipient.
- D. Subrecipient agrees that as a Business Associate to IHCDA it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of the grant and thereafter as may be required by federal law and such compliance will be at Subrecipient's sole expense. Further:
- 1) Subrecipient will not use or further disclose PHI or PII except as expressly permitted by IHCDA or as required by law. Subrecipient understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through IHCDA. It is further provided that nothing in this section shall be construed to permit Subrecipient use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to IHCDA with regard to the Services performed by Subrecipient or otherwise cause IHCDA to be noncompliant with the HIPAA Privacy Rule.
  - 2) Subrecipient understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by IHCDA or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Subrecipient at Subrecipient's sole expense and following the Subrecipient's best professional judgment regarding such safeguards. Upon IHCDA's reasonable request, Subrecipient will review such safeguards with IHCDA. Subrecipient will implement the following HIPAA requirements for any forms of PHI or PII that the Subrecipient receives, maintains, or transmits on behalf of IHCDA:
    - a) Administrative safeguards under 45 CFR 164.308;
    - b) Physical safeguards under 45 CFR 164.310;
    - c) Technical safeguards under 45 CFR 164.312; and
    - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
  - 3) Subrecipient understands that it is subject to the HIPAA Enforcement Rule under which Subrecipient may be subject to criminal and civil penalties for violations of and noncompliance with the HIPAA Rules.
- E. Improper Disclosure, Security Incident, and Breach Notification.
- 1) Subrecipient understands that it is subject to the HIPAA Breach Rule.
  - 2) For the purposes of this manual, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Subrecipient's safekeeping (in violation of this program and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
  - 3) If a Security Incident occurs or if Subrecipient suspects that a Security Incident may have occurred with respect to PHI and/or PII in Subrecipient's safekeeping:
    - a) Subrecipient shall notify IHCDA of the Security Incident within one (1) business day of when Subrecipient discovered the Security Incident; such notification shall

be made to IHCD and the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Subrecipient reasonably may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Subrecipient or, by exercising reasonable diligence, would have been known to the Subrecipient. Regardless of whether the Subrecipient failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Subrecipient will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy & Security Office, Subrecipient shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Subrecipient personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Subrecipient's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Subrecipient shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Subrecipient and the FSSA Privacy & Security Office will collaborate on the results of Subrecipient's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
  - (i) Subrecipient agrees that it shall be responsible for, including all costs with respect to, fulfilling IHCD's and/or Subrecipient's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
  - (ii) Subrecipient further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Subrecipient will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Subrecipient's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.

- (iii) Subrecipient accepts full responsibility for the Breach and any resulting losses or damages incurred by IHCDCA or any victim of the Breach.
- (iv) Subrecipient will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
- (v) IHCDCA, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Subrecipient is directed to do so by the FSSA Privacy & Security Office.
- g) Subrecipient will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subrecipients. Subrecipient agrees that in accordance with the HIPAA Privacy Rule any subrecipients engaged by Subrecipient (in compliance with this manual) that will create, receive, maintain, or transmit State PHI/PII on Subrecipient's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Subrecipient with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Subrecipient acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Subrecipient has direct possession of their PHI on IHCDCA's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Subrecipient shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by IHCDCA (or by such individuals if IHCDCA directly refers such individuals to Subrecipient). In situations in which Subrecipient does not have direct possession of such PHI, then IHCDCA shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Subrecipient shall make available to HHS and/or IHCDCA, Subrecipient's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Subrecipient by IHCDCA or created, received, maintained, or transmitted by Subrecipient on IHCDCA's behalf. Subrecipient shall promptly inform IHCDCA by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide IHCDCA with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by IHCDCA or upon termination of the Contract, Subrecipient will, at IHCDCA's sole option, either return or destroy all copies of any PHI or PII provided to Subrecipient by IHCDCA, including PHI or PII created, received, maintained, or transmitted by Subrecipient on IHCDCA's behalf and Subrecipient shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Subrecipient will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of IHCDCA, IHCDCA may terminate the Contract for Subrecipient's material breach of this Section 12.
- K. Subrecipient agrees to participate in a disaster recovery plan, as appropriate to the Subrecipient's Services, as determined by IHCDCA to be necessary to uphold integral business functions in the event of an unforeseen disaster.



- L. Drug and Alcohol Records. In the performance of the Services, Subrecipient may have access to confidential information regarding alcohol and drug abuse patient records. Subrecipient agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Subrecipient for the purposes of this program will not be disclosed or discussed with others without the prior written consent of IHCD. The Subrecipient and IHCD will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Subrecipient will report any unauthorized disclosures of such information in compliance with Section 12.F.
- M. Confidentiality of State Information. The Subrecipient understands and agrees that data, materials, and information disclosed to the Subrecipient may contain confidential and protected information. The Subrecipient covenants that data, material and information gathered, based upon or disclosed to the Subrecipient for the purpose of this program, will not be disclosed to or discussed with third parties without the prior written consent of IHCD.

The services to be performed by Subrecipient may require or allow access to data, materials, and information containing Social Security numbers maintained by IHCD in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Subrecipient and IHCD agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Subrecipient, Subrecipient agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable. The Subrecipient shall report any unauthorized disclosures of Social Security numbers to IHCD and the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

## 6.2 Records and Document Retention

The following records must be retained for each household served by the program for five years after the period of assistance terminates:

- Eligibility determination documentation, including but not limited to:
    - Referral from Coordinated Entry Lead (when applicable)
    - EHV Eligibility Determination Letter from Public Housing Agency
    - IHCD Participant Eligibility Worksheet and Supporting Documentation
    - Documentation confirming eligibility assessment for MRO
  - If financial assistance is provided on behalf of the participants:
    - Documentation that the voucher-issuing housing agency is unwilling to cover the cost of the service, e.g., rental application fees, security deposits, utility deposits, utility arrears, or moving costs;
    - If rental arrears are paid, retain W-9 Form for landlord;
    - If security deposit is paid, retain:
      - W-9 Form\* for landlord
      - HUD-52580-A Inspection Form\* or form HUD-52580 Inspection Checklist (if a security deposit is provided on behalf of the participant)
      - Lead Based Paint Inspection Report\*, if applicable
- \*This documentation should be available for request through the voucher issuing PHA or local-service agency (LSA).*

*Security deposits may not be paid for units that have not passed a Housing Quality Standards Inspection.*

- Leasing documents
- Documentation related to emergency transfers requested under 24 CFR 5.2005(e) and 92.359 pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of those requests.

HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

All participant-signed forms must include the Equal Housing Opportunity and Accessibility logos below.



### 6.3 Client Feedback Form

Subrecipients are required to design a participant feedback form which must be given to households on a regular basis, and at minimum annually. The form must ask questions related to the client's experience and satisfaction with the supportive services administered by the subrecipient and must provide the option for feedback to be provided anonymously. Subrecipients are encouraged to collect quantitative and qualitative data and should have policies for using client feedback to make improvements to the program.

### 6.4 Close-Out Reports

A final close out report must be submitted to IHCD within 30 days after the award expires. IHCD will provide a form on which subrecipients will record information regarding their award performance and experience administering the grant. All reports must be submitted as requested by IHCD for the subrecipient to remain eligible for future funding.

### 6.5 Re-allocation Policy

**Unclaimed Funds:** Funds that were allocated to a specific subrecipient or allocated to IHCD's administrative costs that were not claimed by the subrecipient during the grant year or were leftover in the administrative category and not used by IHCD.

At any point during a grant cycle IHCD may require subrecipients who are behind on the benchmarks defined in their award agreements to provide a spend-down plan for unclaimed funds remaining on their supportive services awards. Spend-down plans must be completed on a standard form provided by IHCD and must include information on anticipated monthly expenditures for supportive services and administrative costs. IHCD will review all submitted spend-down plans to



verify that planned expenditures are reasonable when compared to the subrecipient's claims history and proposed goals for number of households served.

If a subrecipient's spend down plan is determined by IHCD to be insufficient to expend the total award amount within the term of the award agreement, IHCD may offer the subrecipient a 3-month extension to their award period and/or may de-allocate the portion of the award that is not expected to be spent. If an organization fails to provide a spend-down plan when requested, IHCD will review the organization's claim history to determine if they are on track to expend their full award amount. Subrecipients who do not submit the required spend-down plan when requested are not eligible for an award extension and may have a portion of their award de-allocated. IHCD will notify subrecipients of any award de-allocation via email with a letter stating the amount by which the award has been reduced. If IHCD chooses to allow a grant extension, subrecipients will be notified via email with a letter stating the new grant end date and benchmarks that must be met during the extended period.

MHBG or HOME-ARP funds de-allocated through this process may be added to the total available award amount under the next EHV Supportive Services Request for Qualifications or may be allocated to another subrecipient(s) with a MHBG or HOME-ARP award who have met award benchmarks. Such allocations will follow this policy and will be approved by IHCD's Executive Team through delegated authority.

## 6.6 Award Monitoring

The Supportive Housing Analyst will perform program compliance checks throughout the program year by reviewing quarterly reports, HMIS data, claims, and other information.

A more thorough monitoring of the program will also occur. The monitoring review may be done remotely or in person. At least three weeks of notice will be given to the recipient before monitoring begins so that the recipient can prepare using a monitoring checklist. The checklist contains a list of areas that will be reviewed and documents that will need to be made available at the time of monitoring. Upon completion of a monitoring review, IHCD will send a letter detailing all concerns and findings discovered during the review. The letter will be sent within 30 calendar days of the monitoring unless an investigation of findings requires more time. If there are findings or concerns discovered, the letter will request the recipient to submit a specific resolution or correction within a certain period of time. Significant deficiencies in program files or other record keeping that are found during a monitoring will result in required Plans of Corrective Action with possible loss of funds or repayment to IHCD.

## Section 7: Other Federal Requirements

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### 7.1 A133 Audit and Financial Statements

Each year IHCD A collects Year-End Financial Statements and A133 audits from its grantees/subrecipients. To provide better customer service we have changed the submission process. Organizations that are required to submit an A133 Audit will now send their financials to IHCD A at [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov).

#### **A133 Audit Required**

Subrecipients that expend \$750,000 or more in federal funds (as a collective whole from all of their grants) in a fiscal year must be audited in accordance with the requirements of OMB Circular A-133, and a copy of such audits must be provided to IHCD A. If this applies to your organization, please submit an electronic copy of your financial statements and A-133 Audit to IHCD A at [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov). Hard copies will not be accepted. Questions regarding your A133 audit should be directed to [A133@ihcda.in.gov](mailto:A133@ihcda.in.gov).

Also, please check that your A-133 audit is performed by an approved auditor. You will find a list of approved auditors IHCD A's website.

#### **A133 Audit Not Required:**

Smaller agencies that do not spend over \$750,000 of federal funds (as a collective whole from all of their grants) will only need to submit their year-end financial statement or Form 990 when responding to an RFQ.

**Financials are due to IHCD A according to the following schedule:**

<b>Year End Date:</b>	<b>Due Date:</b>
June 30	March 31 or 30 days after receipt of the auditor's report (whichever is earlier)
Dec 31	Sept 30 or 30 days after receipt of the auditor's report (whichever is earlier)

### 7.2 Fair Housing

#### **Protected Classes and Prohibited Activities under Fair Housing and HUD's Equal Access Rule**

The owner or agents of the owner shall not discriminate in the provision of housing on the basis of race, color, sex, national origin, religion, familial status, or disability [the seven protected classes under the Fair Housing Act]. Nondiscrimination means that owners cannot refuse to rent a unit, provide different selection criteria, fail to allow reasonable accommodations or modifications, evict, or otherwise treat a tenant or applicant in a discriminatory way based solely on that person's inclusion in a protected class. Owners may not engage in steering, segregation, false denial of availability,

denial of access to services or amenities, discriminatory advertising, or retaliation against individuals that make fair housing complaints.

Effective March 5, 2012, all HUD funded properties (including HOME/CDBG/CDBG-D/NSP funding) are subject to the rule entitled “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity.” According to this rule, HUD-assisted properties must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status. Additionally, HUD-assisted housing providers are prohibited from inquiring about the sexual orientation or gender identity of applicants and occupants for the purpose of determining eligibility for housing. For purposes of this rule, the term “gender identity” means actual or perceived gender-related characteristics and the term “sexual orientation” means homosexuality, heterosexuality, or bisexuality.

Property owners & managers must allow persons with disabilities to make reasonable modifications (structural changes) so that they can fully enjoy their homes. Also, property owners and managers must allow reasonable accommodations (flexibility in rules and policies) so that persons with disabilities may fully enjoy their homes.

### **Required Actions**

All subrecipients should be familiar with both state and federal civil rights and fair housing laws. IHCD strongly encourages subrecipients to provide Fair Housing and Equal Opportunity training for all staff, including maintenance staff, associated with any property. Staff should attend a Fair Housing and Equal Opportunity training at least once every calendar year.

All participant selection plans must acknowledge that the program follows the Fair Housing Act’s nondiscrimination requirements. In addition, tenant signed forms must include the Fair Housing and Equal Opportunity logos below.



See Chapter 10 of [IHCDA’s HOME, CDBG and HTF Manual](#) for more information on Fair Housing, Equal Opportunity, Non-Discrimination and Equal Access.

## **7.3 Violence against Women Reauthorization Act of 2013 (VAWA)**

### **Notification of Occupancy Rights under VAWA and Certification Form**

The subrecipient must ensure that notice of occupancy rights which is set forth in **Form HUD 5380** is provided to each of its applicants and to each of its tenants. The subrecipient must provide the certification form set forth in **Form HUD 5382** to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit or denied admission to a HOME-assisted unit based on the subrecipient’s participant selection policies and criteria. The subrecipient must also provide the notice of occupancy rights and the certification form with any notification of eviction.

### **Lease Addendum**

The IHCD lease addendum incorporates all the requirements that apply to the owner under 24 CFR part 5, subpart L, and 24 CFR 92.359(e), including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The IHCD lease addendum also states that the tenant may terminate the lease without penalty if IHCD determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

### **Emergency Transfers**

The subrecipient must use and implement the emergency transfer plan set forth in **Form HUD-5381** and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The subrecipient may provide **Form HUD -5383** to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the subrecipient must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the subrecipient may:

- (1) Establish a preference under the subrecipient's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e); and
- (2) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.

### **Prohibited Denial/Termination**

Subrecipient shall ensure that any applicant for or tenant of HOME-assisted housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

### **Lease Terms**

Subrecipient shall ensure that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- A. A serious or repeated violation of a lease for HOME-assisted housing by the victim or threatened victim of such incident; or
- B. Good cause for terminating the assistance, tenancy, or occupancy rights to HOME-assisted housing of the victim of such incident.

### **Termination Based on Criminal Activity & Bifurcation of Lease**

No person may deny assistance, tenancy, or occupancy rights to HOME-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the subrecipient and/or manager of HOME-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly

relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The subrecipient and or manager or HOME-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.

### **Confidentiality of Tenant Information Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The subrecipient shall ensure that any information submitted to the subrecipient and or staff of HOME-assisted housing including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking; or
- C. Otherwise required by applicable law.

### **Remedies Available to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

The subrecipient may bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- (i) Without regard to whether the household member is a signatory to the lease; and
- (ii) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases. If a household who lives in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

### **Limitations of VAWA Protections**

VAWA as applied in this Agreement does not limit the authority of the subrecipient, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

VAWA as applied in this Agreement does not limit any available authority of the subrecipient to

evict a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the subrecipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA as applied in this Agreement does not limit any available authority of the subrecipient to terminate assistance to or evict a tenant under a covered housing program if the subrecipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Project would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.

Any eviction or termination of assistance, should be utilized by the subrecipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns.

### **Required Forms**

IHCDA mandates the use of the following HUD VAWA forms for all projects subject to VAWA compliance, as defined in Section 7.4 above. All forms are available in [Appendix J](#).

- **HUD 5380:** Notice of Occupancy Rights Under VAWA. Must be provided at the following times, along with a copy of the HUD 5382:
  - At the time of initial admission; and
  - At the time of denial of tenancy; and
  - When termination / eviction notices are sent.
- **HUD 5381:** Model Emergency Transfer Plan. The owner must create a model plan specific to each project. The plan must be made available for review by tenants and by IHCDA.
- **HUD 5382:** Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. This form is to be used by tenants as a self-certification form. A copy must be attached any time the HUD 5380 is distributed.
- **HUD 5383:** Emergency Transfer Request. This form is used by tenants to request a transfer under VAWA.