

FY 2021 – Housing Opportunity Grant Program (HOP)

Consolidated Program Guidance (rev 6.23.20)

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HOP ELIGIBLE USES CHART

(see Grant Agreement for specific allowable activities and limitations)

	EMERGENCY SHELTER	TRANSITIONAL HOUSING	RAPID RE-HOUSING	HOMELESSNESS PREVENTION	COORDINATED ENTRY
ELIGIBILITY	<p>Individuals and Families defined as Homeless under the following categories:</p> <ul style="list-style-type: none"> • Category 1 - Literally Homeless • Category 2 - Imminent Risk of Homeless • Category 3 - Homeless Under Other Federal Statutes • Category 4 - Fleeing/ Attempting to Flee DV 	<p>Individuals and Families defined as Homeless under the following categories:</p> <ul style="list-style-type: none"> • Category 1 - Literally Homeless • Category 2 - Imminent Risk of Homeless • Category 3 - Homeless Under Other Federal Statutes • Category 4 - Fleeing/ Attempting to Flee DV 	<p>Individuals and Families defined as Homeless under the following categories:</p> <ul style="list-style-type: none"> • Category 1 - Literally Homeless • Category 4 - Fleeing/Attempting to Flee DV (where criteria is also met for Category 1) 	<p>Individuals and Families defined as Homeless under the following categories:</p> <ul style="list-style-type: none"> • Category 2 - Imminent Risk of Homeless • Category 3 - Homeless Under Other Statute • Category 4 - Fleeing/Attempting to Flee DV <p>Individuals and Families who are defined as At Risk of Homelessness</p> <p>In addition, all households receiving financial or rental assistance must have an annual income below 30% AMI (Up to 10% of households assisted may be up to 50% AMI)</p>	<p>Individuals and Families defined as Homeless under categories 1-4</p> <p>Individuals and Families who are defined as At Risk of Homelessness</p> <p>No Income Requirement.</p>
ACTIVITIES	<p>ESSENTIAL SERVICES¹</p> <ul style="list-style-type: none"> • Case Management • Onsite childcare • Education Services (incl consumer ed, ESL, health, substance abuse prevention, literacy, GED, etc) • Employment assistance • Outpatient health services • Legal services • Life skills training (incl conflict resolution, financial or household management, parenting, food/nutrition, etc) • Mental health services • Substance abuse services • Transportation • Services for special populations (HIV/AIDS, DV, youth) 		<p>HOUSING RETENTION SERVICES</p> <p>Services in conjunction with HOP financial/rental assistance, also services only (with non-HOP rental assistance)</p> <p>Ongoing, individualized support and coordination for households once stabilized in permanent housing.</p>	<p>HOUSING NAVIGATION & RETENTION SERVICES</p> <p>Services in conjunction with financial/rental assistance, also services only</p> <p>Logistical and housing support to households preparing to move into permanent housing</p> <p>Ongoing, individualized support and coordination for households once stabilized in permanent housing.</p>	<p>ASSESSMENT SERVICES</p> <p>Coordinated entry assessment and referral services for households in Coordinated Entry</p> <p>HOUSING NAVIGATION SERVICES</p> <p>Logistical and housing support to households preparing to move into permanent housing</p>
	<p>SHELTER OPERATIONS</p> <p>Maintenance (incl routine repairs), Rent, Security, Fuel, Utilities, Equipment, Insurance, Food, Furnishings, Supplies necessary for shelter operation</p> <p>Where no appropriate emergency shelter available:</p> <ul style="list-style-type: none"> • Hotel or Motel Voucher 	<p>OPERATIONS</p> <p>Maintenance (incl routine repairs), Rent, Security, Fuel, Utilities, Equipment, Insurance, Food, Furnishings, Supplies necessary for transitional housing operation</p>	<p>FINANCIAL ASSISTANCE</p> <p>Financial Assistance: Security Deposits, Utility Payments and Deposits, Moving & Storage Costs, Last Month's Rent</p> <p>Rental Arrears: one-time payment of rental arrears not to exceed the value of 3 mos. rent</p> <p>RENTAL ASSISTANCE</p> <ul style="list-style-type: none"> • Short Term Tenant-based rental assistance for up to 3 months • Medium Term Tenant-based rental assistance for 4 – 24 months 		

¹ Funds can only use emergency or outpatient health services, mental health services, legal services and substance abuse treatment to the extent that other services are unavailable or inaccessible within the community.

APPENDIX E. VERMONT HOP STANDARDS OF PROVISION OF ASSISTANCE State Fiscal Year 2021

A. Evaluation of individuals' and families' eligibility for assistance under the Housing Opportunity Grant Program (HOP).

The policies and procedures of providers funded under HOP shall be consistent with the definition of homeless in 24 CFR 576.2 (included as Appendix A) and the recordkeeping requirements in 24 CFR 576.500(b), (c), (d), and (e), specifically:

Program participant eligibility for Emergency Shelter is limited to families and individuals who meet the criteria under paragraph (1), (2), (3), or (4) of the HUD Definition of Homelessness (Appendix A).

Program participant eligibility for Rapid Re-Housing activity is limited to families and individuals who meet the criteria under paragraph (1) of the HUD Definition of Homelessness (Appendix A), or who meet the criteria under paragraph (4) and live in an emergency shelter or other place described in paragraph (1) of the definition.

Program participant eligibility for Homelessness Prevention financial and rental assistance activity is limited to families and individuals who meet the criteria under "at risk of homelessness definition (Appendix B) or who meet the criteria in paragraph (2), (3), or (4) of the HUD Definition of Homelessness (Appendix A) and have an annual income below 30 percent of median family income, as determined by HUD. Up to 10% of households served by a grantee's homelessness prevention assistance may have an income up to 50 percent median family income. Homelessness Prevention Services no longer have an income-eligibility requirement.

B. Admission, diversion, referral and discharge by emergency shelters and transitional housing programs.

Emergency Shelter and Transitional Housing Providers are required to provide written standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence/sexual assault; and families who have the highest barriers to housing and are likely to be homeless the longest.

Emergency Shelter and Transitional Housing Providers must have written standards that include policies and procedures that address shelter admission, diversion, referral and discharge. This includes policies related to involuntary and voluntary discharge, which will be reviewed by the Office of Economic Opportunity to ensure compliance with federal regulation standards.

If the shelter provides services to families with children under 18; the age of the child may not be used as a basis for denying family's admission.

C. Assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.

Providers funded under the Emergency Shelter activity are required to have written policies and procedures regarding how residents' needs for essential services are determined and prioritized. All Emergency Shelter applicants must describe their standards in their application for funding.

D. Determining and prioritizing which eligible families and individuals will receive homelessness prevention and rapid re-housing assistance; Determining what percentage, or amount, of rent and utilities costs each program participant must pay, if any, while receiving homelessness prevention or rapid re-housing assistance; AND Determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.

Homelessness Prevention & Rapid Re-Housing:

To provide effective Homelessness Prevention services and assistance, priority will be given to those households for whom it can be determined they would become homeless but for this assistance, such as households seeking emergency shelter.

Rapid Re-housing services and assistance is prioritized according to the Coordinated Entry policies and procedures of the Vermont Coalition to End Homelessness or Chittenden Homeless Alliance (respective to geography).

Among eligible participants, Vermont has not chosen to prioritize sub-populations.

Non-Profit grantees providing such assistance must document and maintain household income information at the time of assistance. Eligibility and types/amounts of assistance must be re-evaluated not less than once annually for rapid re-housing assistance. Each re-evaluation must establish and document 1) that the participant does not have an annual income that exceeds 30% of median family income; and 2) the participant lacks sufficient resources and support networks necessary to retain housing without HOP assistance.

While the ability to sustain housing is a HOP program goal and performance measure, it will not be interpreted as a threshold requirement. Prioritization and determination of assistance should be based on household need at the time of initial intake and screening.

No financial assistance may be provided to a household for a purpose and time period supported by another public source.

Homelessness Prevention and Rapid Re-housing Providers are required to have written standards for the following:

- 1) Determining and prioritizing which eligible families and individuals will receive homelessness prevention and rapid re-housing assistance;***

- 2) ***Determining what percentage, or amount, of rent and utilities costs each program participant must pay, if any, while receiving prevention or rapid re-housing assistance;***
- 3) ***Determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.***

Written standards may be developed in partnership with the local interagency or housing review team. Written standards must be applied consistently within the program and must conform to the Coordinated Entry policies and procedures established by the respective Continuum of Care.

Grantees may modify their level of assistance below the maximums provided in this document based on availability of HOP funds, or ability to leverage other state, federal or private assistance funding for clients.

Short-term rental assistance provided will be in the form of tenant-based rental assistance for up to three months. Medium-term rental assistance provided will be in the form of tenant-based rental assistance for more than three months and up to twenty-four months.

In the case of medium-term rental assistance, grantees are strongly encouraged to require participants to contribute a minimum of 30% of their household income towards housing costs.

E. Determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receives assistance, or the maximum number of times the program participant may receive assistance.

No grantee may, with respect to individuals or families occupying housing owned by the grantee or parent organization, determine eligibility, carryout assessment activities, or administer homelessness prevention assistance.

Housing Retention Services (formerly "Housing Stability Case Management")

While providing homelessness prevention or rapid re-housing assistance, a participant must:

- Meet with a case manager not less than once per month to assist the participant in ensuring long-term housing stability;
- Develop a plan to assist the participant in retaining permanent housing after HOP assistance ends, taking into account participant's current and expected household budget, additional sources of assistance, and affordability of area housing.
- Programs are exempt from this case management requirement if prohibited under the federal Violence Against Women Act (VAWA) or Family Violence Prevention and

Services Act from making shelter or housing conditional on the participant's acceptance of services.

Permitted Uses & Maximum Limits of HOP Financial Assistance & Rental Assistance:

- Payments for security deposits through HOP funds may not exceed the value of 2 months' rent.
- Moving costs, including truck rental.
- Utility deposits (standard deposits required by utility companies) and payments for arrears up to 3 months, unless available from another source. Eligible utility services are gas, fuel oil, water, sewage and electric.
- Excluding rental assistance, no participant may receive more than 9 months of HOP financial assistance in a 3-year period.
- Payments for rental arrears through HOP as a one-time payment may not exceed the value of 3 months' rent.
- Short-term tenant-based rental assistance for up to three months.
- Medium-term tenant-based rental assistance for more than three and up to twenty-four months.

Limitations to All HOP Financial Assistance & Rental Assistance:

- A written lease must be in place, and the applicant's name must be on the lease, before rental assistance or security deposits are made.
- Rental assistance cannot be provided if rent exceeds the Fair Market Rent established by HUD or does not meet the standard for rent reasonableness (24 CFR 982.507). This policy does not apply to rental arrears. Additional guidance is provided under separate memorandum.
- All payments must be third-party vendor payments; payments may not be made to relatives who are landlords.
- Payments are to be made on behalf of renters only; homeowners are not eligible for HOP assistance.
- No financial assistance may be provided to a household for a purpose and time period supported by another public source.
- In all cases of rental and financial assistance, the grantee will enter into a written agreement ("Assistance Agreement") with the landlord. Landlords must agree to copy the provider on any eviction notice or complaint used to commence eviction; the provider must make timely payments to the owner according to the participant lease agreement. Where a VAWA lease addendum is in place, no additional written agreement is necessary.

- All rental assistance is tenant-based, the participant selects their own housing unit and may move to another unit or building and continue assistance so long as other requirements and eligibility are met.

Additional Requirements when Financial Assistance or Rental Assistance is used to help a participant move into a unit (i.e., not required for assistance that helps a participant to remain in their current housing):

- 1) All housing must meet HUD habitability standards. When rental assistance under this program is greater than 3 months, housing must meet the AHS Housing Inspection (which includes the HUD ESG habitability standards) conducted by the Vermont State Housing Authority. In all other cases, grantees are not required to use the AHS Housing Inspection conducted by the Vermont State Housing Authority, but may do so if they choose. Unlike HQS inspections, a certified inspector is not needed to conduct HOP habitability inspections. Units assisted may be inspected by program staff, or staff hired by the agency. Additional checklist and guidance is provided under a separate memorandum.
- 2) All housing constructed prior to 1978 must meet lead paint requirements. Additional guidance is provided under a separate memorandum.

F. Case Management & Services:

Grantees using HOP funding to provide Case Management and Services must understand and agree to the following special guidance.

Clarifying Intake/Assessment, Housing Navigation Services, Essential Services Case Management, and Housing Retention Services

While acknowledging that case management should remain flexible to best serve the individual needs of households, the following defines basic expectations as to what is provided. This is preceded by a definition of Intake/Screening, another essential function for programs serving the homeless, and a description of Housing Search & Placement.

Intake/Assessment: *To provide coordination at the program or community level.*

- Record basic household information to determine immediate need, and eligibility for other assistance.
- Conduct an assessment to determine the amount and type of assistance and support that the individual or family needs to regain stability in permanent housing.
- Determine what initial referrals may be appropriate to meet a range of household needs – including, shelter and housing, as well as mainstream services (such as child care, parenting, employment, education, mental health, substance use treatment/recovery, legal services, etc.) and benefits (such as WIC, Reach Up, 3SquaresVt, SSI/SSDI, etc.).

- Follow-up on initial referrals to prevent a household from “falling through the cracks.”

Housing Navigation Services: *To provide logistical and housing support to households preparing to move into permanent housing.*

- Identify housing barriers, needs and preferences.
- Work to address barriers to project/housing admissions (e.g., criminal record, credit report, utility arrears, unfavorable references).
- Develop an action plan for locating housing. Support housing search and placement.
- Provide outreach and negotiate with landlords.
- Work closely with housing providers regarding eligibility documentation and verification.
- Follow-up on referrals to housing to support enrollment.
- Assist with submitting rental/housing applications and understanding leases.
- Ensure living environment is safe and ready for move in (facilitate inspections).
- Support compliance with fair market rent and rent reasonableness, if applicable.
- Assist in arranging for/supporting move (set up utilities, moving arrangements, etc).
- Find resources to support move-in (security deposit, moving costs, furnishings, other one-time costs).
- Provide education and training on the role, rights and responsibilities of the tenant and landlord.
- Develop of a housing support crisis plan that includes early prevention/intervention when housing is jeopardized.
- Identify of other service needs/ongoing retention support needs and connect client to mainstream services and benefits.

Essential Services Housing Case Management: *To provide coordination for households in emergency shelter settings, ensuring basic needs are addressed and providing comprehensive referrals to mainstream services and benefits.*

- Determine (in consultation with household and other community partners, if applicable) who shall be the lead case manager for the household.
- Work with participants to develop a housing and service plan, set goals, and help participants stay on course.
- Provide ongoing risk assessment and safety planning with victims fleeing violence or make appropriate referral.
- Employ best practices to help the household identify its strengths and opportunities, as well as underlying issues which may have led to homelessness, or could undermine success if not addressed.

- Provide information, referrals and encouragement for the household (or members of the household) to avail themselves of other appropriate services or take appropriate action to address barriers.
- Assist with developing, securing and coordinating mainstream services and benefits.
- Monitor and evaluate client progress.
- Maintain a relationship with household, identifying the appropriate level of support without creating over-dependence.
- Ensure households have appropriate services after they have moved into permanent housing, including housing retention services.

Housing Retention Services: *To provide ongoing, individualized support and coordination for households once stabilized in permanent housing.*

- Provide early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations.
- Coach on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
- Assist in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action.
- Advocate and link with community resources to prevent eviction when housing is, or may potentially become jeopardized.
- Assist with the housing recertification process.
- Coordinate with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
- Continue training in being a good tenant and lease compliance, including ongoing support with activities related to household management.
- Connect the household to mainstream services and benefits.

G. Other Guidance and restrictions on use of HOP funds:

Additional guidance on eligible and ineligible uses of HOP funds are contained in the Notice of Funding, grant agreements and guidance issued by the Office of Economic Opportunity. Grantees are encouraged to contact the Office of Economic Opportunity at (802) 798-2251 for clarification on any HOP requirements or standards.

DEFINITION of HOMELESSNESS

Published by HUD - November 15, 2011; Adopted by the Vermont Agency of Human Services

CRITERIA FOR DEFINING HOMELESSNESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Is living in supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); OR (iii) Is exiting an institution where (s)he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; AND (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.
	Category 3	Homeless under other Federal statutes	<p>(3) 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:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the Runaway and Homeless Youth Act (42 U.S.C. 5732a, section 387), the Head Start Act (42 U.S.C. 9832, section 637), the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2, section 41403), the Public Health Service Act (42 U.S.C. 254b(h), section 330(h)), the Food and Nutrition Act of 2008 (7 U.S.C. 2012, section 3), the Child Nutrition Act of 1966 (42 U.S.C. 1786(b), section 17(b)) or McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a, section 725); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60-days; AND (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or GED, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.
	Category 4	Fleeing/ Attempting to Flee Domestic Violence	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; AND (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

DEFINITION OF AT RISK OF HOMELESSNESS

HUD Interim ESG Regulation – Congruent with definition adopted by Vermont Agency of Human Services

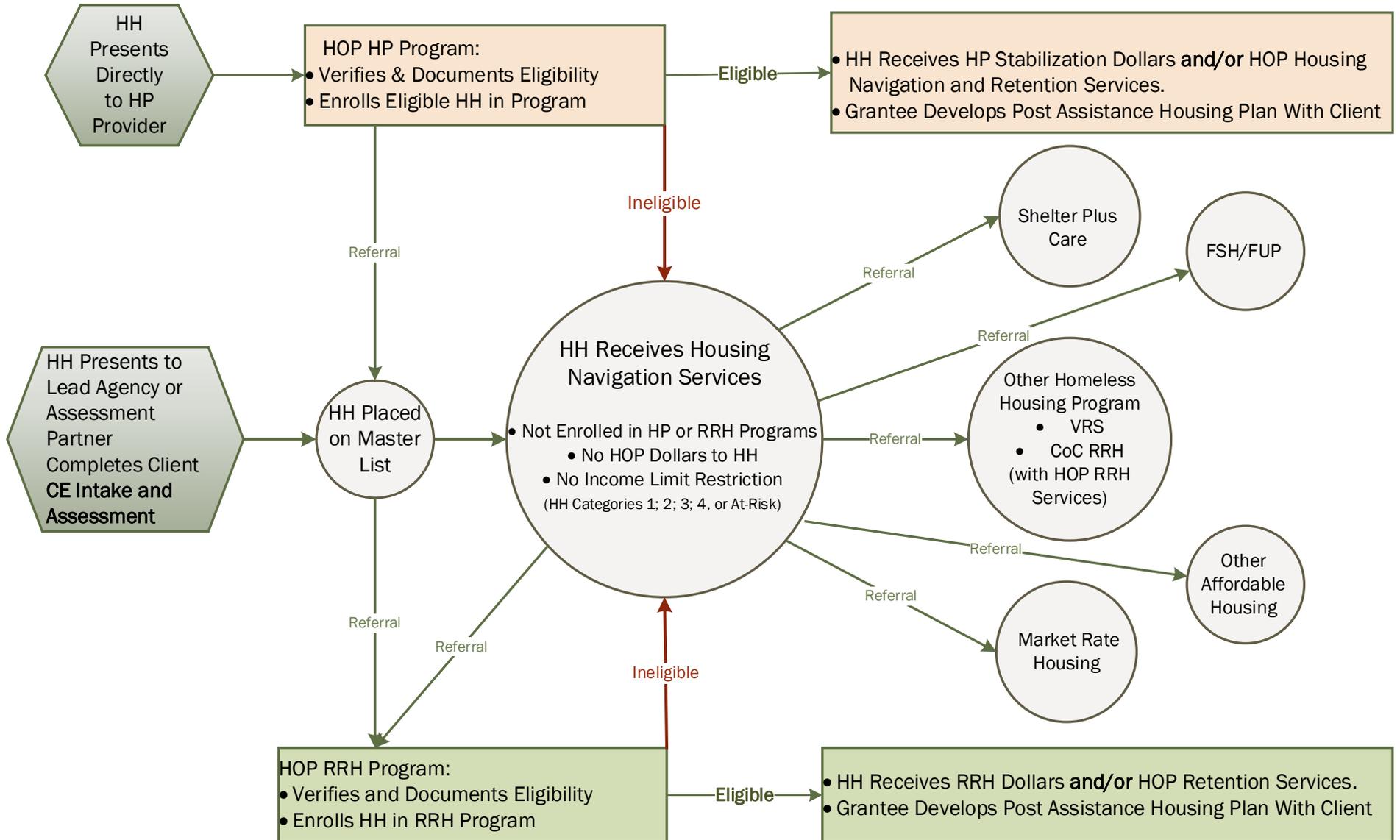
CRITERIA FOR DEFINING AT RISK OF HOMELESSNESS	Category 1	Individuals and Families	<p>An individual or family who:</p> <ul style="list-style-type: none"> (i) Has an annual income below 30% of median family income for the county; AND (ii) Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; AND (iii) Meets one of the following conditions: <ul style="list-style-type: none"> (A) Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR (B) Is living in the home of another because of economic hardship; OR (C) Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR (D) Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR (E) Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR (F) Is exiting a publicly funded institution or system of care.
	Category 2	Unaccompanied Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute.
	Category 3	Families with Children and Youth	A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.

INCOME LIMITS for HP FINANCIAL and RENTAL ASSISTANCE

(10 % of Households served may have incomes between 30% and 50) of AMI)

County, VT	% of Median	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Addison County	30%	\$16,950	\$19,400	\$21,800	\$24,200	\$26,150	\$28,100	\$30,050	\$31,950
	50%	\$28,250	\$32,333	\$36,333	\$40,333	\$43,583	\$46,833	\$50,083	\$53,250
Bennington County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Caledonia County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Chittenden County	30%	\$19,250	\$22,000	\$24,750	\$27,500	\$29,700	\$31,900	\$34,100	\$36,300
	50%	\$32,083	\$36,667	\$41,250	\$45,833	\$49,500	\$53,167	\$56,833	\$60,500
Essex County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Franklin County	30%	\$19,250	\$22,000	\$24,750	\$27,500	\$29,700	\$31,900	\$34,100	\$36,300
	50%	\$32,083	\$36,667	\$41,250	\$45,833	\$49,500	\$53,167	\$56,833	\$60,500
Grand Isle County	30%	\$19,250	\$22,000	\$24,750	\$27,500	\$29,700	\$31,900	\$34,100	\$36,300
	50%	\$32,083	\$36,667	\$41,250	\$45,833	\$49,500	\$53,167	\$56,833	\$60,500
Lamoille County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Orange County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Orleans County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Rutland County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Washington County	30%	\$16,900	\$19,300	\$21,700	\$24,100	\$26,050	\$28,000	\$29,900	\$31,850
	50%	\$28,167	\$32,167	\$36,167	\$40,167	\$43,417	\$46,667	\$49,833	\$53,083
Windham County	30%	\$15,700	\$17,950	\$20,200	\$22,400	\$24,200	\$26,000	\$27,800	\$29,600
	50%	\$26,167	\$29,917	\$33,667	\$37,333	\$40,333	\$43,333	\$46,333	\$49,333
Windsor County	30%	\$16,700	\$19,050	\$21,450	\$23,800	\$25,750	\$27,650	\$29,550	\$31,450
	50%	\$27,833	\$31,750	\$35,750	\$39,667	\$42,917	\$46,083	\$49,250	\$52,417

HOUSING NAVIGATION AND RETENTION SERVICES FLOW CHART



**GRANTEE WRITTEN STANDARDS CHECKLIST
HOUSING OPPORTUNITY GRANT PROGRAM**

Written Policies and/or Procedures that address:			
All Project Types	Document Name	Doc. Page	Date Adopted
Confidentiality, including security of files			
Termination of Services or Shelter			
Employee - Nondiscrimination & Equal Opportunity Employment			
Nondiscrimination of Guests/Participants			
Conflict of Interest – covering all project staff & board			
Affirmative Outreach Plan			
For Emergency Shelters:			
Admission and Intake			
Discharge			
Diversion & Referral			
Length of Stay (if any)			
Shelter Safeguards and Steps to Meet the Needs of Special Populations			
Coordination with other Homeless Shelter/Service Providers			
For Essential Services:			
Assessing and Re-assessing Essential Service Need(s)			
Prioritizing the Essential Service Needs of a Household			
For Homelessness Prevention & Rapid Re-housing:			
Rapid Re-housing: Use of Coordinated Entry Policies for assessment and prioritization of eligible households Homelessness Prevention: Standards for prioritizing eligible households (based on assessment, until integrated into Coordinated Entry)			
Determining what % or amount of rent and utilities each participant must pay, and how amounts are adjusted over time			
Determining the amount of financial assistance provided and how it is adjusted over time.			
How Adjusted Over Time			
General Grievances and Termination of Assistance and Appeals Process (Program Participants)			
Additional Recommended Policies and Procedures (Grantees are not required to have separate written standards; however there are requirements regarding these practices)			
Recordkeeping			
Record Retention			
Whistleblower Policy			

RECORDKEEPING REQUIREMENTS

Housing Opportunity Grant Program (HOP) Vermont Office of Economic Opportunity (OEO)

Published 6/25/2013, Updated 7/19/2017

HOP Grantees' written policies and procedures must ensure the following recordkeeping:

A. Client File Recordkeeping.

1. Documentation of Program Eligibility or Ineligibility Determination

See **DEFINITION OF HOMELESSNESS** and **DEFINITION OF AT RISK OF HOMELESSNESS** documents for specific program eligibility requirements. Eligibility must be documented for all program participants. Records must also be kept for applicants deemed ineligible for assistance.

2. Acceptable Documentation Provisions

See **Homelessness Recordkeeping Requirements** for additional requirements.

Acceptable documentation includes one of the following, listed in order of preference:

- a. third party verification, including written and source documentation, and HMIS records;
- b. intake worker observation/certification; or
- c. self-certification from person(s) seeking assistance.

Emergency Shelters must document eligibility at program entry. For emergency shelters, the primary method for establishing/documenting homeless eligibility may be self-certification by the individual or head of household. See sample Self-Certification of Housing Status. In these instances, one method of meeting this standard would be to require households to complete a sign-in sheet, with a statement at the top informing the individual or head of household that by signing, they certify that they are homeless. **Note: Under no circumstances must the lack of third-party documentation prevent an individual or family from being immediately admitted to emergency shelter or being immediately admitted to shelter or receiving services provided by a victim service provider.**

3. Documentation of Household Income and Lack of Resources (for Homelessness Prevention financial or rental assistance)

- a. Annual income of households receiving financial assistance shall not exceed 30% of the area median family income (10% of households may have incomes between 30% and 50% of median income).

- b. Participant does not have sufficient resources and support networks to prevent them from moving to an emergency shelter or into literal homelessness (Category 1) without HOP assistance.

4. Documentation of Initial and Subsequent Evaluations (as needed)

- a. Determining length and amount of financial and rental assistance.
- b. Determining the participant's portion of housing costs.
- c. Prioritization of households.
- d. Re-evaluation of Eligibility:
 - a. Rapid Re-Housing – not less than once annually, including income eligibility.
 - b. Prevention – not less than once every 3 months.

5. Documentation of Termination of Assistance

Involuntary termination of services, shelter or assistance according to program policy and procedures, including any appeal by the participant.

6. Documentation of Services and Assistance Provided to the Participant

Including entry and exit dates into the program (e.g., emergency shelter stays, enrollment in case management, etc.). Records kept in written files and/or HMIS or comparable management information system (as noted in grant agreement) are acceptable as long as they note when the person entered the data, date of entry, and any changes made.

7. Financial and Rental Assistance Requirements

Documentation that all applicable requirements of financial and rental assistance have been met, such as habitability standards, lead-based paint requirements, fair market rent, rent reasonableness and third-party payments. See Standards for Provision of Assistance for requirements.

B. General Recordkeeping Requirements.

- 1. Coordination with the Continuum of Care and other programs.**
- 2. Compliance with Conflict of Interest Policy**, which includes all program personnel.
- 3. Financial records**, which demonstrate how HOP grant funds were spent on allowable costs in accordance with grant agreements.
- 4. Record Retention Policy: ALL RECORDS MUST BE RETAINED FOR 5 YEARS AFTER ALL FUNDS ARE EXPENDED.**

HOMELESSNESS RECORDKEEPING REQUIRMENTS

HOMELESS RECORDKEEPING REQUIREMENTS	Category 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; OR • Written referral by another housing/service provider; OR • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution – one of the forms of evidence above AND <ul style="list-style-type: none"> ○ Discharge paperwork OR written/oral referral, OR ○ Written record of intake worker’s due diligence to obtain above evidence AND certification by individual that they exited institution.
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; OR • For individuals/families leaving a hotel or motel – evidence that they lack the financial resources to stay; OR • A documented and verified oral statement; AND • Certification that no subsequent residence has been identified; AND • Self-certification or other written documentation that they individual lacks the financial resources and support necessary to obtain permanent housing.
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> • Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; AND • Certification of no Permanent Housing in the last 60 days; AND • Certification by the individual or Head of Household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; AND • Documentation of special needs OR 2 or more barriers.
	Category 4	Fleeing/ Attempting to Flee Domestic Violence	<p>For Domestic Violence Shelter/Service providers:</p> <ul style="list-style-type: none"> • An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. <p>For non-victim service providers:</p> <ul style="list-style-type: none"> • Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND • Certification by the individual or head of household that no subsequent residence has been identified; AND • Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

HOP – CLIENT FILE CHECKLIST – EMERGENCY SHELTER (optional form 10/23/19)		
Item	Criteria (check all applicable)	Documentation Type (check and describe)
Documentation of Shelter Eligibility	<input type="checkbox"/> Criteria #1 <input type="checkbox"/> Criteria #2 <input type="checkbox"/> Criteria #3 <input type="checkbox"/> Criteria #4	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Verification <input type="checkbox"/> Self-Certification
Documentation of Involuntary Termination Decision/Process.	<input type="checkbox"/>	
Essential Services Case Management – <ul style="list-style-type: none"> • Case Plan and Support and/or Referrals Provided • Connection with Mainstream Support Services and Benefits. 	<input type="checkbox"/> <input type="checkbox"/>	
Lead Paint (for pre-1978 units with 1 or more distinct bedrooms)	<input type="checkbox"/> Pamphlet <input type="checkbox"/> Disclose known lead	

HOP – CLIENT FILE CHECKLIST – RAPID RE-HOUSING (optional form (9/10/18))		
Item	Criteria (check all applicable)	Documentation Type (check and describe)
Documentation of Rapid Re-Housing Eligibility	<input type="checkbox"/> Criteria #1 <input type="checkbox"/> Criteria #1 and 4	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Verification <input type="checkbox"/> Self-Certification
Record of Financial Assistance Type and Date	<input type="checkbox"/> Rent Assistance <input type="checkbox"/> Rental Arrears <input type="checkbox"/> Security Deposit	<input type="checkbox"/> Utility Arrears <input type="checkbox"/> Moving Costs <input type="checkbox"/> Last Month's Rent
Record of Non -Financial Assistance Type and Date	<input type="checkbox"/> Housing Search and Placement <input type="checkbox"/> Housing Stability Case Management <input type="checkbox"/> Landlord-Tenant Mediation <input type="checkbox"/> Money Management/Credit Repair	
Documentation of Termination Decision/Process	<input type="checkbox"/> Written Notice to the Program Participant <input type="checkbox"/> Written Notice of Appeal Rights	
Signed Lease (only if rental assistance)	<input type="checkbox"/>	
VAWA Lease Addendum (if rental assistance) or Assistance Rental Agreement (if no RA but Financial Assist)	<input type="checkbox"/> VAWA Lease Adden. <input type="checkbox"/> Rental Agreement	
Coordinated Entry Assessment to Determine Services Needed, Amount, and Duration	<input type="checkbox"/>	
Payments to Landlord or Utility (not to Client)	<input type="checkbox"/> Landlord <input type="checkbox"/> Utility	
Client Proof of Responsibility	<input type="checkbox"/>	
Documentation of FMR and Rent Reasonableness Determination (only if providing rental assistance)	<input type="checkbox"/> FMR <input type="checkbox"/> Rent Reasonable	
Date of VAWA Notice of Rights (only if rental assistance)	<input type="checkbox"/> Tenant <input type="checkbox"/> Property Owner	
Habitability Inspection (only if receiving HOP rental or financial assistance)	<input type="checkbox"/> HQS+ > 3 months RA <input type="checkbox"/> HOP Hab. for Perm. ≤ 3 mon. RA	
Lead Paint (pre-1978 units)	<input type="checkbox"/> Pamphlet <input type="checkbox"/> Disclose known lead	
Lead Paint (pre-1978 units & children < 6yrs or preg. wom) (AHS Housing Inspection/HQS+ by VSHA meets this requirement)	<input type="checkbox"/> Visual Assessment <input type="checkbox"/> Paint Stabilization <input type="checkbox"/> Clearance Testing	
Monthly Housing Stability CM Meetings	<input type="checkbox"/>	
Post Assist. Housing Stability Plan	<input type="checkbox"/>	

HOP - CLIENT FILE CHECKLIST – HOMELESSNESS PREVENTION		
(optional form (9/10/18))		
Item	Criteria (check all applicable)	Documentation Type (check and describe)
Documentation of Homelessness Prevention Eligibility	<input type="checkbox"/> Criteria #2 <input type="checkbox"/> Criteria #3 <input type="checkbox"/> Criteria #4 <input type="checkbox"/> At-Risk Criteria	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Verification <input type="checkbox"/> Self-Certification
Income Eligibility (if financial or rental assistance)	<input type="checkbox"/> < 30% of AMI <input type="checkbox"/> 30% to 50% AMI	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Verification <input type="checkbox"/> Self-Certification
Lack of Other Resources and Supports	<input type="checkbox"/>	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Verification <input type="checkbox"/> Self-Certification
Record of Rental/Financial Assistance Type and Date	<input type="checkbox"/> Rent Assistance <input type="checkbox"/> Rental Arrears <input type="checkbox"/> Security Deposit	<input type="checkbox"/> Utility Arrears <input type="checkbox"/> Moving Costs <input type="checkbox"/> Last Month's Rent
Record of Non -Financial Assistance Type and Date	<input type="checkbox"/> Housing Search and Placement <input type="checkbox"/> Landlord-Tenant Mediation	<input type="checkbox"/> Housing Stability Case Management <input type="checkbox"/> Money Management/Credit Repair
Signed Lease (if rental assistance)	<input type="checkbox"/>	
VAWA Compliant Lease Addendum (if rental assistance in new unit)	<input type="checkbox"/>	
Rental Assist. Agree. (if no RA, but fin. assist.)	<input type="checkbox"/>	
Documentation of Termination Decision/Process (Including access to appeal process if applicable)	<input type="checkbox"/> Written Notice to the Program Participant	
Assessment to Determine Services Needed, Amount, and Duration	<input type="checkbox"/> Stabilization in Current Housing <input type="checkbox"/> Relocation to New Housing	
Payments to Landlord or Utility (not to Client)	<input type="checkbox"/> Landlord <input type="checkbox"/> Utility	
Proof Client Responsibility	<input type="checkbox"/>	
FMR and Rent Reasonableness Determination (if rental assistance)	<input type="checkbox"/> FMR (only if ESG funded) <input type="checkbox"/> Rent Reasonable	
Date of VAWA Notice of Rights (only for rental assistance)	<input type="checkbox"/> Tenant <input type="checkbox"/> Property Owner	
Habitability Inspection (only new unit for client who is receiving HOP financial or rental assistance)	<input type="checkbox"/> HQS+ > 3 months RA <input type="checkbox"/> HOP Hab. for Perm. ≤ 3 months RA	
Lead Paint (new to occupant pre-1978 units)	<input type="checkbox"/> Pamphlet <input type="checkbox"/> Disclose known lead	
Lead Paint (if pre-1978 unit, new to occupant, with HOP financial or rental assistance, with pregnant women or children < 6yrs. AHS Housing Inspection/HQS+ by VSHA meets this requirement)	<input type="checkbox"/> Visual Assessment <input type="checkbox"/> Paint Stabilization	
Monthly Housing Stability CM Meetings	<input type="checkbox"/>	
Post Assistance Housing Stability Plan	<input type="checkbox"/>	

<u>HOP – OPTIONAL RECORDKEEPING CASE FILE CHECKLIST</u> <u>HOUSING NAVIGATION AND RETENTION SERVICES (11/1/19)</u>		
Item	Criteria/Item (check all applicable)	Documentation Type/Notes (check and describe)
Applicant’s Eligibility/Ineligibility Documentation	<input type="checkbox"/> Category #1 <input type="checkbox"/> Category #1 and 4	<input type="checkbox"/> Third Party Verification <input type="checkbox"/> Intake Worker Observation <input type="checkbox"/> Applicant Self-Certification
Staff’s Eligibility/Ineligibility Determination Documentation	<input type="checkbox"/> Category #1 <input type="checkbox"/> Category #1 and 4	<input type="checkbox"/> Signature <input type="checkbox"/> Date
Record of Non -Financial Assistance Type and Date	<input type="checkbox"/> Housing Search and Placement <input type="checkbox"/> Landlord-Tenant Mediation <input type="checkbox"/> Money Management/Credit Repair <input type="checkbox"/> Post Assistance Housing Plan (required) <input type="checkbox"/> Monthly Housing Stability CM Meetings (required)	
Termination of Assistance	<input type="checkbox"/> Notice of Reason <input type="checkbox"/> Notice of Appeal Rights	

FAIR MARKET RENT & RENT REASONABLENESS

(rev 10.15.19)

If HUD ESG funding is used for Rental Assistance (see Grant Agreement) then the apartment's rent may not exceed the **Fair Market Rent** (FMR) established by HUD and must meet HUD's **Rent Reasonableness** standard (24 CFR 982.507). If the rent does not meet both of these standards, the eligible participants may still receive all other types of services and financial assistance, including: rent arrears; security deposit; utility payments/deposits; moving costs; and services (e.g., housing search & placement, case management, landlord-tenant mediation, etc.).

If non-HUD ESG funding is used for Rental Assistance (see Grant Agreement) then the unit's rent may exceed the **Fair Market Rent** (FMR) limit established by HUD, but the rent it **must** meet HUD's **Rent Reasonableness** standard (24 CFR 982.507). If the rent does not meet the **Rent Reasonableness** standard, eligible participants may still receive all other types of services and financial assistance, including: rent arrears; security deposit; utility payments/deposits; moving costs; and services (e.g., housing search & placement, case management, landlord-tenant mediation, etc.).

Fair Market Rent Verification Calculation: How to determine if the rent meet HUD's Standard

Step 1: Find out what utilities, if any, are not included in the rent.

Step 2: Look at the Utility Allowance Schedule. It gives an estimated cost for each utility not included in the rent – (ones the tenant is required to pay). <http://www.vsha.org/wp/wp-content/uploads/2017/10/UtilityAllowances11012017.pdf>

Step 3: Add those not-included utility amounts to the rent the landlord is charging.

Step 4: Compare that total to the HUD FMR **Payment Standard** for the town where the rental unit is located. <http://www.huduser.org/portal/datasets/fmr.html>

If the total is **not more** than the Payment Standard, then that apartment is eligible for rent assistance, if it meets Housing Quality Standards and the rent is determined to be reasonable.

Example - FMR Verification Calculation (not current VT numbers)

FMR Payment Standard =	\$ 632
------------------------	---------------

A P A R T M E N T	Actual Rent	= \$ 500	List Utilities Not Included In Rent Here
		= \$ 72	Oil heat
	Utilities <i>(get from HUD allowance sheet)</i>	= \$ 14	Electric hot water
		= \$ 4	Electric cooking
		= \$ 18	Electric lights
	TOTAL	\$ 608	(this apartment is eligible since the total is less than the \$632 Payment Standard)

HUD Fair Market Rents for VT may be found here:

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

HUD Utility Allowances for VT may be found here (please verify that this is the most current version):

<http://www.vsha.org/wp/wp-content/uploads/2017/10/UtilityAllowances11012017.pdf>

Grantees must ensure that rent for units assisted under HOP do not exceed current HUD-published FMRs for the particular geographic region. Documentation, including the Fair Market Rent data for the participant’s unit size and geographic area must be included in the case file.

a. Rent Reasonableness

HUD’s rent reasonableness standard is designed to ensure that rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market.

Grantees are responsible for determining rent reasonableness by considering the location, quality, size, type and age of the unit, as well as any amenities, maintenance and utilities to be provided by the owner.

Establishment of rent reasonableness must be documented in case files. Record the unit’s rent and description.

Acceptable methods of determination and documentation include but are not limited to:

- A printout of three comparable units' rents with evidence that units share the same features (location, size, quality, etc.).
- Written verification by the property owner or management company, affirming that rent for a unit is comparable to current rents charged for similar unassisted units managed by the same owner.
- Annual study of rent levels in the community – using sources such as:
 - Public aggregate data through the Public Housing Authority or Chamber of Commerce; or
 - Real estate advertisements and contacts – newspaper/internet ads; bulletin boards; property management companies; etc

RENT REASONABLENESS and FAIR MARKET RENT CERTIFICATION

(optional form)

	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				
Accessible?				

CERTIFICATION:

A. Fair Market Rent Compliance Certification

_____ + _____ = _____
 Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

The Proposed rent does, does not, exceed HUD's Fair Market Rent of \$ _____

B. Rent Reasonableness Compliance Certification

The comparable rents above demonstrate that the proposed rent is, is not, reasonable.

Date: _____ Name: _____ Signature: _____

HABITABILITY STANDARDS FOR PERMANENT HOUSING²

Housing Opportunity Grant Program (HOP) Vermont Office of Economic Opportunity (OEO)

Revised 10/23/19

Habitability standards (24 CFR § 576.403(c)) apply any time HOP financial or rental assistance funds are used to help a program participant move into new housing under the Rapid Re-housing or Homelessness Prevention components.

The Agency of Human Services Housing Quality Standards Plus (HQS+) Inspection is required anytime a program participant is moving into new housing and receives more than 3 months of HOP rental assistance under the Rapid Re-housing or Homelessness Prevention components.

Housing must be inspected and found to meet the required standards before any financial or rental assistance is provided.

HOP funds used to help client remain in current housing: The grantee can use HOP funds to help a program participant remain in housing without completing a habitability inspection; however, it is strongly encouraged that all grantees work with clients to ensure that they live in housing that is safe and healthy.

HOP funds used to provide services only (without financial or rental assistance: In addition, a grantee may be only providing services to a client to help them maintain or move into new housing. For example, case management, tenant education, landlord-tenant mediation. In the case of services only (i.e., no financial or rental assistance), a habitability inspection is not required. Again, it is strongly encouraged that all grantees work with clients to ensure that they live in housing that is safe and healthy.

HOP Habitability Standards (24 CFR § 576.403(c)):

Habitability standards (24 CFR § 576.403(c)) apply any time HOP funds are used to help a program participant move into new housing under the Rapid Re-housing or Homelessness Prevention components.

Unlike HQS inspections, a certified inspector is not needed to conduct HOP habitability inspections.

A HOP Habitability Standards checklist is attached. Use of this form is not required but encouraged, although **units must meet the standards listed on the form**. Each grantee should implement and consistently follow its own written procedure on how to evaluation and determine housing habitability standards have been met. **Documentation must be kept in case files.**

² Source: U.S. Department of Housing and Urban Development, Emergency Solutions Grant Interim Regulations, 24 CFR § 576.403(c) Shelter and housing standards

AHS Housing Quality Standards Plus (HQS+) Inspection by Vermont State Housing Authority (VSHA):

The AHS Housing Inspection is more stringent than the minimum HOP habitability standards for permanent housing. The AHS Housing Inspection includes the Housing Quality Standards (HQS) used by Vermont State Housing Authority (and other PHAs) as well as more specific fire standards required by HOP.

AHS Housing Inspections are completed at no charge to the grantee's program if completed for a HOP-assisted unit. At the discretion of the Grantee the AHS Housing Inspection may be used for any unit that is new to the occupant, including those only receiving financial assistance only or units receiving less than 4 months of rental assistance.

To request an AHS Housing Inspection, you must use the attached request form and follow the instructions.

Using Different Housing Inspection Standards: A grantee may also choose to rely on a different housing inspection standard, such as a city housing code. However, whichever inspection is used, it must determine whether all aspects of the HOP minimum habitability standards have been met for the particular unit assisted with HOP funds; simply conducting a city housing code inspection, a sampling of units in a particular development, or another type of housing quality assessment is insufficient. A completed checklist (or equivalent documentation) should be placed in the participant's file.

<p style="text-align: center;">HABITABILITY STANDARDS FOR PERMANENT HOUSING (24 CFR part 576.403(c))</p>	<p style="text-align: center;">Meets Standard Yes/No</p>
<p>1. <i>Structure and materials:</i> The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.</p>	
<p>2. <i>Space and security:</i> Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.</p>	
<p>3. <i>Interior air quality:</i> Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.</p>	
<p>4. <i>Water Supply:</i> The water supply must be free from contamination.</p>	
<p>5. <i>Sanitary Facilities:</i> Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>	
<p>6. <i>Thermal environment:</i> The housing must have any necessary heating/cooling facilities in proper operating condition.</p>	
<p>7. <i>Illumination and electricity:</i> The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.</p>	
<p>8. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>	
<p>9. <i>Sanitary condition:</i> The housing must be maintained in a sanitary condition.</p>	
<p>10. <i>Fire safety:</i> All three conditions below must be met to meet this standard.</p> <p>(i) There must be a second means of exiting the building in the event of fire or other emergency.</p> <p>(ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</p> <p>(iii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.</p>	

<p style="text-align: center;">HABITABILITY STANDARDS FOR SHELTERS (24 CFR part 576.403(b))</p>	<p style="text-align: center;">Meets Standard Yes/No</p>
<p>1. <i>Structure and Materials: The building is structurally sound and able to protect the residents from the elements and does not pose any threat to the health and safety of the residents.</i></p>	
<p>2. <i>Accessibility: Where applicable, the shelter is accessible in accordance with:</i></p> <ul style="list-style-type: none"> • <i>Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</i> • <i>The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</i> • <i>Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</i> 	
<p>3. <i>Space and Security: Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.</i></p>	
<p>4. <i>Interior air quality: Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.</i></p>	
<p>5. <i>Water Supply: The shelter’s water supply is free of contamination.</i></p>	
<p>6. <i>Sanitary Facilities: Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</i></p>	
<p>7. <i>Thermal Environment: The shelter has any necessary heating/cooling facilities in proper operating condition.</i></p>	
<p>8. <i>Illumination and Electricity: The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</i></p>	
<p>9. <i>Food Preparation: Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</i></p>	
<p>10. <i>Sanitary conditions: The shelter is maintained in a sanitary condition.</i></p>	
<p>11. <i>Fire safety:</i></p> <ul style="list-style-type: none"> • <i>There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</i> • <i>All public areas of the shelter have at least one working smoke detector.</i> • <i>The fire alarm system is designed for hearing-impaired residents.</i> • <i>The Building has a second means of exiting in the event of fire or other emergency.</i> 	
<p>12. <i>Other Grant Agreement Meets additional recipient/sub-recipient habitability standards (if any).</i></p>	

Source: U.S. Department of Housing and Urban Development, Emergency Solutions Grant Interim Regulations, 24 CFR § 576.403 Shelter and housing standards

QUICK LIST FOR EMERGENCY SHELTER HABITABILITY STANDARDS

- Building is structurally sound
 - Protects from elements
 - Does not pose threat to health/safety of residents
- Acceptable place to sleep
- Adequate space and security for residents and belongings
- Window or mechanical vent in each room
- Good air quality (no pollutants that threaten health)
- Clean water
- Working restrooms for all residents, private, clean
- Heating and cooling systems work properly
- Enough light to support normal activities, health and safety
- Enough electrical sources
- Suitable space and equipment to store, prep and serve food safely (if applicable)
- General cleanliness
- Working smoke detector in each occupied unit and all public areas
- Smoke detectors near sleeping areas
- Fire alarm designed for hearing-impaired residents
- Second emergency exits
- Access
 - No qualified individual with a disability, solely by reason of disability, is excluded from participation in or denied the benefits of services, programs or activities or is subjected to discrimination.
 - The program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps – this does not always require making existing facilities accessible/usable, although that is best practice. Compliance may be met by reassignment of services to accessible buildings, assigning aids, providing services at alternate sites, alteration of facilities or activities, etc. Best methods of compliance provide an integrated setting.

AHS HOUSING INSPECTION (HQS+) REQUEST TO VT STATE HOUSING AUTHORITY (VSHA)

Email this form to: Cliff Bergh: cliff@vsha.org & cc: amber@vsha.org

Link to fillable form here: [VSHA Inspection Request Form](#)

Date of Request: _____

Referring organization (your organization): _____

Contact Person for This Request: _____

Phone #: _____

This inspection is being requested in connection with (must check one):

- Housing & Opportunity Grant Program (HOP)
- Vermont Rental Subsidy (VRS)
- Other Program: _____

Address of Unit: _____

Number of Bedrooms: _____

Number of Children under 6 years old in the Household: _____

Tenant Name: _____

Tenant Phone #: _____

Landlord Name: _____

Landlord Phone #: _____

Has the Landlord been notified that the unit will be inspected by VSHA? **(please notify the landlord)**

- Yes
- No

This information will be passed on to the appropriate Field Representative who will contact the landlord, conduct the inspection, notify the landlord of the result, and notify the referring agency of the result via email. If the unit failed the landlord will contact the referring agency when the work is done (if they chooses to do the repairs) and the above process is repeated.

Records of all inspections are on file at VSHA and be available as needed. Questions? Call 802-828-0427

LEAD-BASED PAINT REQUIREMENTS

Housing Opportunity Grant Program (HOP)
Vermont Office of Economic Opportunity (OEO)
(rev 9.20.18)

a. Congregate Shelters and Rooms:

Dwelling units without sleeping areas separate from the living areas (such as with congregate shelters, shelter rooms, or studio apartments) are considered zero-bedroom dwellings and are **exempt** from HUD's lead-based paint regulations.

Emergency Shelters are also exempt from Vermont's **Essential Maintenance Practices** because they are not considered rental properties. Any lead abatement work done in a shelter must comply with **Vermont Regulations For Lead Control**.

http://healthvermont.gov/sites/default/files/documents/2016/11/ENV_AL_VRLCFINAL0912.pdf.

Presence of Lead Paint or potential Lead Paint is a significant and serious health issue that necessitates attention, regardless of regulatory requirements.

b. Emergency Apartments

Emergency apartments containing distinct bedroom(s) and built prior to 1978, must comply with HUD's Lead Paint Standards unless, X-ray or laboratory testing of all painted surfaces has been conducted, in accordance with HUD regulations, and found not to contain lead-based paint, or the building has been substantially renovated and all painted surfaces have been replaced.

Unless the building is exempt as outlined above, Grantees must:

1. Provide the occupant with HUD's **Lead Hazard Information Pamphlet** available here: https://www.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_color_508.pdf
2. Provide the occupant with a Disclosure report that provides information concerning lead-based paint or lead-based paint hazards in the unit and the exterior of building. If known, the Grantee/landlord must disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. A sample disclosure form is available here: https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf

If the emergency apartment could house children under 6 years of age, or pregnant women, then the Grantee must also:

3. Arrange for a HUD certified inspector to conduct an annual Visual Assessment of painted surfaces to identify deteriorated paint. OEO will conduct this Visual Assessments when conducting the annual Habitability Inspection. If the apartments are scattered site or transition in place to permanent housing, then OEO may request that the inspections be done by the VSHA.
4. Complete paint stabilization of deteriorated paint by repainting deteriorated surfaces. This work must be done in compliance with Vermont's Lead Laws.
5. Arrange for a post stabilization clearance inspection by a HUD certified inspector, unless the stabilization work was de-minimus, as defined by HUD.
6. Incorporate ongoing Lead Based Paint maintenance practices. HOP funds cannot be used to repair or stabilize paint.

The presence of a non-exempt apartment in a building triggers the need for the exterior of the building to comply with these lead paint regulations.

c. Permanent Housing – Rapid Rehousing and Homelessness Prevention

Rental Assistance may not be provided for housing units that are new to the occupant unless they comply with HUD's lead paint standards. Grantees are responsible for actions 1-6 under section **b. Emergency Apartments** above.

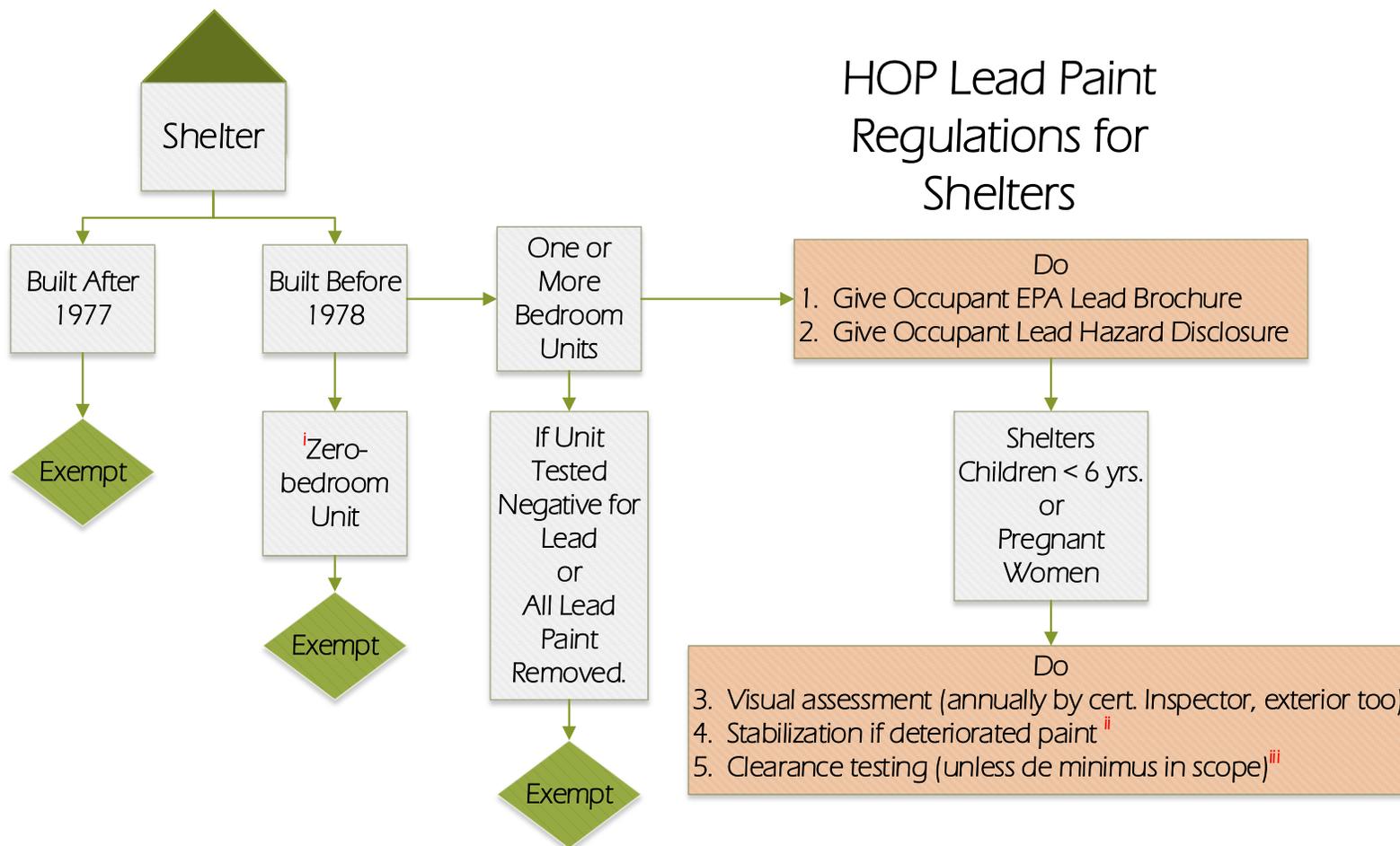
Exceptions are the same as those above.

These rental properties must also comply with Vermont's **Essential Maintenance Practices**. Any lead abatement work done in a shelter must comply with **Vermont Regulations For Lead Control**.

http://healthvermont.gov/sites/default/files/documents/2016/11/ENV_AL_VRLCFINAL0912.pdf.

All pre-1978 permanent housing that is new to the program participant must have a Visual Assessment of deteriorated paint by a VSHA inspector (unless it has tested negative for lead or been substantially renovated as outlined above). The VSHA will also conduct a HQS+ inspection for the unit at the same time. If the program participant is receiving less than 3 months of rental assistance then Grantees may conduct their own ESG Habitability Inspection for units constructed after 1977, or pre-1978 units that have tested negative for lead, or which have been substantially renovated.

- The client is receiving Federal assistance from another program, where the unit has already undergone a visual assessment within the past 12 months – e.g., if the client has a Section 8 voucher and is receiving HOP assistance for a security deposit or arrears (note, in such cases, HOP staff are required to obtain documentation that a visual assessment has been conducted from the agency administering the other form of assistance for the HOP case file); **or**
- It meets any of the other exemptions described in 24 CFR Part 35.115(a)



i. A zero-bedroom dwelling is defined as "any residential dwelling in which the living areas are not separated from the sleeping area" such as an efficiency or studio apartments, dorm, or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings."

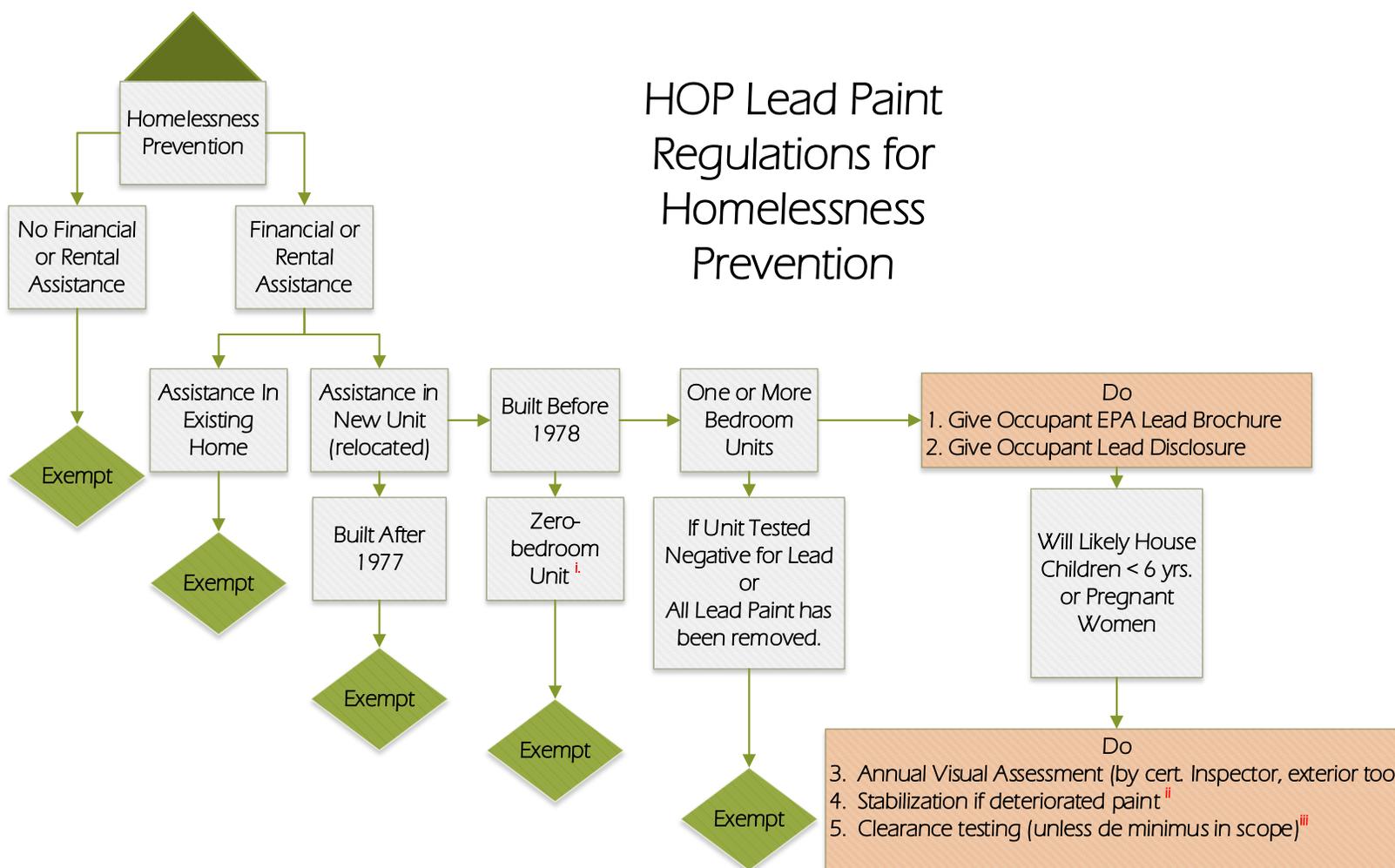
ii. Stabilization work must be done in compliance with HUD and VT Lead Paint Laws

iii. Per 24 CFR 35.1350 (d).

Brochure Link: https://www.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_color_508.pdf

Disclosure Link: https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf

HOP Lead Paint Regulations for Homelessness Prevention



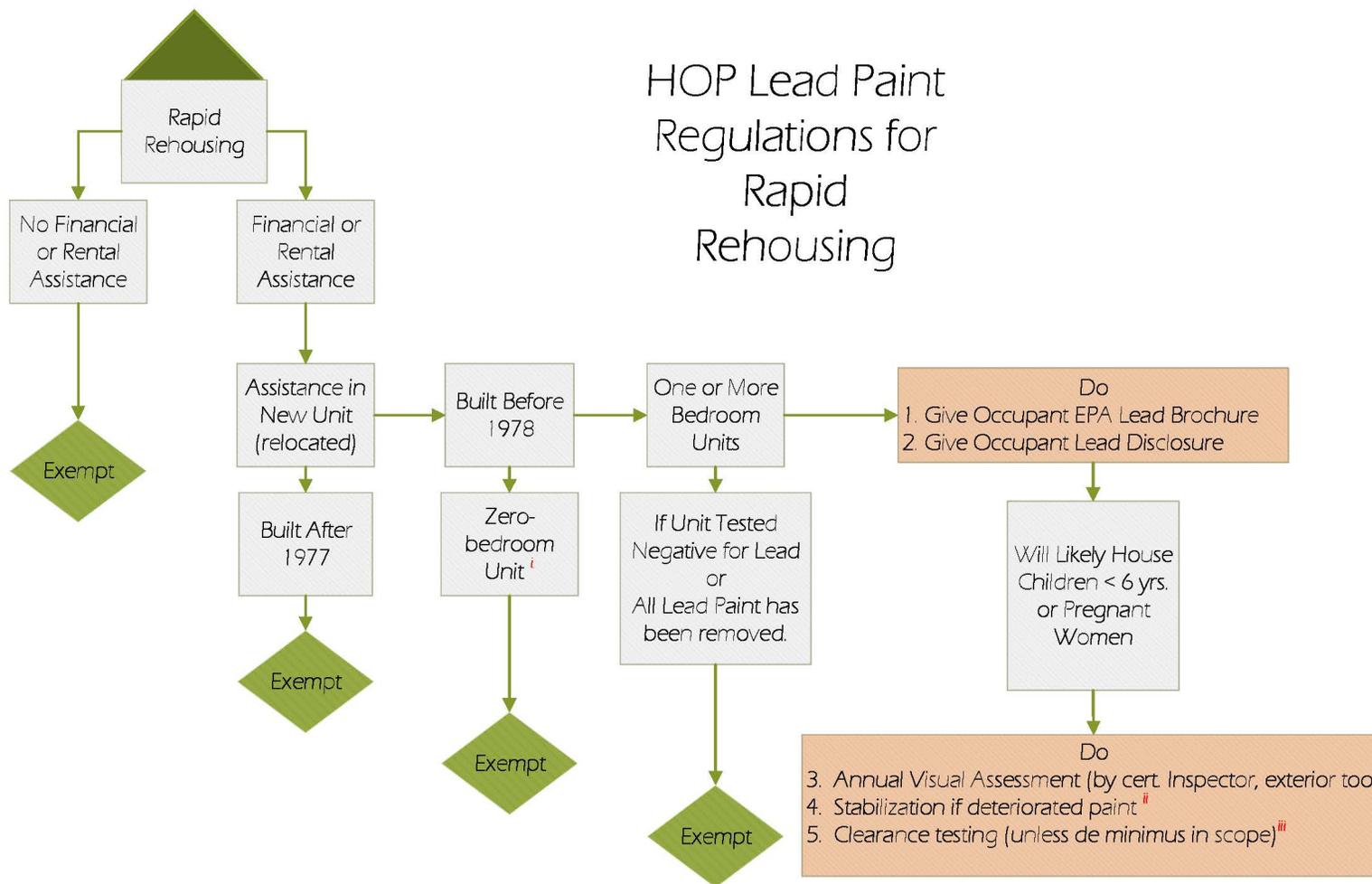
ⁱ. A zero-bedroom dwelling is defined as "any residential dwelling in which the living areas are not separated from the sleeping area" such as an efficiency or studio apartments, dorm, or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings."

ⁱⁱ. Stabilization work must be done in compliance with HUD and VT Lead Paint Laws

ⁱⁱⁱ. Per 24 CFR 35.1350 (d).

Brochure Links: https://www.epa.gov/sites/production/files/2013-09/documents/lead_in_your_home_brochure_land_color_508.pdf

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Disclosure Link: https://www.epa.gov/sites/production/files/documents/lesr_eng.pdf

TERMINATION POLICY GUIDANCE

Housing Opportunity Grant Program (HOP) Vermont Office of Economic Opportunity (OEO)

Published 12/4/2013

All subrecipients and grantees must establish a formal process for terminating assistance provided to program participants.

At a minimum, the termination process must:

- Recognize the rights of individuals affected.
- Exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a participant's assistance is terminated only in the most severe cases.

In the case of rapid re-housing and homelessness prevention, the termination process must include, at a minimum:

- 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.

Termination under this section does not bar the subrecipient/grantee from providing further assistance at a later date to the same family or individual.

VIOLENCE AGAINST WOMEN ACT (VAWA)

(rev 9.20.18)

- 1) Overview:** The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not limited to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The final rule regarding the implementation of housing protections authorized in the VAWA Reauthorization Act of 2013 was published in November 2016. This rule is a critical step in protecting the housing of survivors of domestic and dating violence, sexual assault, and stalking.
- 2) Contents:** No individual or family may be denied admission to or removed from a HOP-funded program (e.g., emergency shelter, rental assistance, etc.) on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
- 3) Applicability:** HOP is funded in part by the federal Emergency Solutions Grant (ESG) from the US Department of Housing and Urban Development (HUD). Because HOP includes some federal ESG funding, all HOP Grantees and housing providers receiving HOP funding must comply with VAWA. This protection applies to all HOP-funded Programs, including emergency shelters, transitional housing programs, homelessness prevention and rapid re-housing programs:
- 4) Additional Protections for Participants Receiving Rental Assistance:** The Act extends the following protections to HOP participants applying for or receiving rental assistance to move into a **new** dwelling unit:
 - a. **Participants** may not be denied services and are protected from **evictions** because of factors resulting from being a victim of a VAWA crime/incident. Examples include:
 - Damage to the apartment beyond normal wear and tear;
 - Non-payment or poor credit (due to financial exploitation, loss of income due to crime victim status, etc.);
 - Disturbing the quiet enjoyment of other tenants.

An eviction may occur if the Grantee can demonstrate an actual and imminent threat to the other tenants or those employed at or providing services to the property. This may only happen when there are no other actions that could be taken to reduce or eliminate the threat, including, but limited to, transferring the victim to a different unit, barring

the perpetrator from the property, contacting law enforcement, or seeking other legal remedies.

- b. **Participants** have the right to **terminate their lease** and transfer to another safe unit with continued HOP rental assistance ("**emergency transfer**") if they fear for their life and safety.
- c. **Bifurcation**: If their landlord is willing to "bifurcate" their lease (remove the perpetrator from the lease) the participant may remain in the unit.

Bifurcation is at discretion of the of landlord. If the Landlord agrees, pursuant to HOP Lease Addendum, the rental agreement is terminated. The Grantee may request a new rental agreement with remaining household members subject to the same terms and conditions and termination date as the prior rental agreement. HOP rental assistance shall continue with original termination date. If the Landlord rejects bifurcation, under Landlord-tenant law, the perpetrator still has occupancy rights and liability under the lease. Tenant should be referred to service providers and Vermont Legal Aid. Grantee should offer the victim an emergency transfer.

- 5) **Lease Addendum**: In all cases where a HOP participant is receiving rental assistance to move into a new unit, a HOP Lease Addendum (**Attachment G**) is required.
- 6) **Emergency Transfers: Emergency Transfer Plan**: VAWA requires Grantees to develop an Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking who are receiving rental assistance. A Sample Plan is attached (see **Attachment E**). It outlines requirements pertaining to eligibility of emergency transfers, requests for documentation, confidentiality requirements, emergency transfer timing and availability, and supporting safety and security of tenants. Grantees must develop their own Plans that comply with the plan requirements of 24 CFR 5.2005.
 - a. **Requesting a Transfer**: To request an emergency transfer, the tenant shall notify the HOP Grantee who is administering rental assistance for the tenant. While an oral request is acceptable to initiate the process, transfers cannot be approved without a written request from the tenant. The tenant's written request for an emergency transfer should include either:
 - A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted with HOP rental assistance; OR

- A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer; OR
 - A completed Form HUD-5383 (**Attachment K, Emergency Transfer Request**).
- b. **Transfer Options:** If the transfer request is approved the Grantee may (tenant's choice):
- Conduct intensive housing search case management while the tenant stays in existing unit; OR
 - Refer the tenant to a DV shelter or GA emergency housing & provide intensive housing search case management.
- c. **Moving Costs:** Moving and storage costs associated with **Emergency Transfers** are eligible HOP Homelessness Prevention and Rapid Re-housing financial assistance activities, and HOP Grantees are encouraged to use these funds, as needed and according to the terms of the HOP Standards for Provision of Assistance, to support victims fleeing domestic or sexual violence.
- d. **Notice to Landlord:** When a transfer occurs, pursuant to HOP Lease Addendum, the rental agreement is terminated. If unit is vacant, rental assistance terminates. If any family members remain in the unit, the Grantee determines if assistance continues. OEO recommends notifying landlords within 5 days.
- 7) **Documentation:** In most circumstances, a survivor will self-certify to document the domestic violence, dating violence, sexual assault, or stalking. This ensures that the lack of third party documentation will not create a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

If a tenant seeks VAWA protections the Grantee may make a written request for documentation. The tenant has 14 business days to provide documentation. The deadline may be extended. The tenant may choose to submit one of the following forms of documentation:

- HUD VAWA self-certification form. Form HUD-5382 (**Attachment F**).
- Professional certification from a victim service provider, an attorney, a medical professional, or a mental health professional from whom tenant sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse (**Attachment I**).

- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency. E.g.: Police report, Relief from Abuse Order.
- A statement or other evidence provided by the applicant/tenant.

If agency does not request documentation in writing, it is accepting tenant's assertion of eligibility for VAWA protections, and must provide them.

If the Grantee receives conflicting certifications it can request third party documentation in writing. The tenant has 30 days to comply.

8) Notification Requirements:

- a. **VAWA Notice of Rights** must be provided to all applicants and recipients of HOP rental assistance (**Attachment H**).

When does the notice have to be provided?

- Application for HOP rapid Re-Housing rental assistance is approved or denied.
 - Program participant is notified of termination of rental assistance.
 - Tenant receives a notice of termination of tenancy.
 - Landlord must send notice of termination to Grantee. Grantee sends tenant notice of rights.
 - Also recommended if a tenant contacts the program for help after an incident domestic violence, dating violence, SA, or stalking.
- b. **VAWA Property Owner Rights** must be provided to all landlords entering into a rental agreement with a tenant receiving HOP rental assistance (**Attachment J**).
 - c. **Lease Addendum**: In all cases where a HOP participant is receiving rental assistance to move into a **new** unit, a HOP Lease Addendum (template provided, see **Attachment G**) is required. Each of these documents outlines important requirements for HOP grantees to follow to ensure survivors are able to receive the full protections and rights supported by VAWA.

Recordkeeping: All records pertaining to a HOP participant's exercise of their VAWA rights are prohibited from entry into the HMIS and must be kept in a separate case file (electronic or hard copy) than their normal HOP case file. All efforts should be made by the HOP Grantee to protect the safety and confidentiality of victims of domestic violence, dating violence, sexual assault, or stalking, to prevent placing victims at risk. OEO will provide additional guidance, training and technical assistance to HOP Grantees on VAWA housing protections.

SERVICE AND ASSISTANCE ANIMALS

(published 9/20/18)

There are three types of animals that may come into play when addressing a person(s) emergency housing needs: pets, assistance animals, and service animals. There is no legal basis for requiring emergency housing providers to allow “pets”. An emergency housing provider could allow pets but legally is not required to do so. There are, however, legal requirements about service animals and assistance animals. These are outlined below.

- a. **Service Animals and Places of Public Accommodation:** Places of public accommodations such as hotels, motels and shelters are always required to allow service animals. This is part of the Americans with Disabilities Act (ADA). A service animal has a very specific definition:
 1. It is a dog (on a few occasions it can be a miniature horse);
 2. The dog is specifically **trained** to do something that addresses a person’s disability whether physical or hidden (emotional);
 3. The dog can be in training rather than completely trained;
 4. A place of public accommodation is not permitted to request documentation such as a certificate of training, require the dog to demonstrate its task or inquire about the nature of the disability;
 5. The dog must be on a leash unless the task it performs requires it to be off leash;
 6. The dog must be housebroken, well behaved and under control; and
 7. A place of public accommodation is only entitled to ask two questions – 1) Is the dog a service animal required because of a disability? and 2) what work, or task has the dog been trained to perform?

- b. **Assistance Animals in Housing:** Assistance (sometimes referred to as “support”) animals are animals that assist persons with disabilities in their “home, residence or dwelling place.” When a housing provider has a “no pet rule” a person with a disability can seek a reasonable accommodation to that rule to allow an assistance animal. These animals fall under fair housing laws and not ADA. An assistance animal is different from a service animal, in the following ways:
 1. Can be any animal;
 2. There can be more than one;
 3. It is not specifically trained to do a task (e.g. mere emotional support is acceptable);
 4. It must be well behaved, housebroken;
 5. Owner must properly care for the animal (clean up after it outside, etc.);

6. Housing provider can require reasonable rules (on leash in common area, vaccinated);
7. Housing provider can ask for verification³ that the person has a disability and that the animal is needed because of that disability;
8. Housing provider cannot charge extra rent or a pet deposit;

If the HOP funded housing is considered the occupant's dwelling, then it must allow assistance animal(s). It is reasonable to assume that sometimes hotels, motels and shelters become dwellings that are subject to fair housing laws. The issues to consider include:

1. Does the person have any other place to live?
2. Does the person intend to return to the shelter/hotel/motel room provided?
3. How long do people usually (or that person specifically) intend to stay in the place provided? (fair housing cases have found that as little as 10 days could be considered a "dwelling." It is possible that less than 10 days could also be considered a dwelling – there is no clear line)

These are the main issues courts have looked at to determine if the dwelling is a residence for purposes of fair housing. If a hotel, motel or shelter is found to be a dwelling under fair housing laws then the Vermont Human Rights Council would require it to abide by Vermont's fair housing laws, which allow persons with disabilities to make a reasonable accommodation request for an assistance animal in a "no pet" shelter, motel or hotel.

³ Verification does not mean access to medical information. It means a statement that "the person has a disability that substantially limits one or more major life activities."

HOP - HOMELESSNESS PREVENTION AND RAPID RE-HOUSING REQUIREMENTS				
See Written Standards and other guidance for all requirements	FINANCIAL ASSISTANCE			Services Only
	Rental Assistance	Rental Arrears	Security Deposits, Last Month's Rent, Moving Costs, Utility Deposits & Payments	
HABITABILITY STANDARDS FOR PERMANENT HOUSING Inspection - if moving into a new housing unit. it. – Not required to maintain current housing HQS+ Inspection through VSHA also satisfies this requirement.	X (when 3 or fewer months of rental assistance in new unit)	X	X	
AHS Housing Quality Standards Plus Inspection (HQS+) through VSHA if moving into new housing unit. Not required to maintain current housing.	X (only require when 4 or more months of rental assistance.			
Lead Based Paint Information Pamphlet and Disclosure Statement From Property Owner (if pre-1978 construction) Not required to maintain current housing	X	X	X	
Lead Based Paint Visual Assessment, Stabilization, and Clearance (if pre-1978 construction, children under 6, or pregnant woman) Not required to maintain current housing	X	X	X	
VAWA Compliant Lease Addendum	x (only if new housing unit)			
Assistance Agreement between grantee and landlord	X (only if no VAWA Lease Addendum)	X (only if no VAWA Lease Addendum)	x (only for Security Deposit and if no VAWA Lease Addendum)	
Written lease required between participant and landlord	X	oral is enough	x (Only for Security Deposit)	
All payments must be third-party vendor payments; payments may not be made to relatives who are landlords	X	X	X	

HOP - HOMELESSNESS PREVENTION and RAPID RE-HOUSING REQUIREMENTS (page 2)				
See Written Standards and other guidance for all requirements	FINANCIAL ASSISTANCE			Services Only
	Rental Assistance	Rental Arrears	Security Deposits, Last Month's Rent, Moving Costs, Utility Deposits & Payments	
No other public assistance provided (by Fed, State) for same purpose and time as grant program funds	X (e.g., no rental assistance when tenant has another rental subsidy; tenant- or project-based)	X (except one-time arrears for tenant's portion of rent allowed)	X	
Case Management Requirements: * meet at least once per month while receiving assistance (DV service providers are exempt from this requirement) * assist in connecting to mainstream benefits * allowed up to 24 months after financial assistance	X	X	X	
Post Assistance Housing Plan	X	X	X	X
Caps on Assistance:	short term: up to 3 months medium term: more than three, up to 24 months	one-time payment may not exceed the value of 3 months' rent	<ul style="list-style-type: none"> Security deposits may not exceed the value of 2 months' rent; Utility deposits (only when required for all customers); utility arrears for up to 3 months (incl gas, fuel, oil, water, sewage, electric) Total Cap: value of 9 months of HOP financial assistance in a 3-year period Last month's rent when required for housing. 	
Conflict of Interest: Program Eligibility Assessment and Re-Assessment must be done by others if grantee owns the housing unit.	X	X	X	X
Fair Market Rent Compliance	X (only if HUD ESG funded)			
Rent Reasonableness Compliance	X			

Resources and Sample Documents

SELF-DECLARATION OF HOUSING STATUS

(Sample Document)

Applicant's Name: _____

1. Family Type (Check one): Adults Only Adult(s) with Children Household Size: _____

2. Do you have other resources that can prevent you from being homeless?
(cash on hand, another safe residence) Yes No

3. Do you have support that can prevent you from being homeless?
(e.g., family, friends, faith community or other) Yes No

4. Are you fleeing or attempting to flee Domestic Violence/Abuse? Yes No

5. Do you feel unsafe at your current location? Yes No

6. If yes, may we contact <Local DV/SV Service Provider> about your situation? Yes No

7. Where did you stay last night (be specific): _____
How long at this location? _____

8. Check all that apply to your situation last night:

Emergency Shelter

Place not meant for habitation (cars, parks, abandoned buildings, camps, streets)

Renting a house /apartment (check all that apply)

facing eviction – **Date you were told to leave by:** _____ moved 2 or more times in past 60 days

in subsidized housing or have subsidy (VRS, FUP, Sect 8, S+C) unsafe situation

overcrowded (more than 1.5 people/room)

Staying with friends or family because of economic hardship (check all that apply)

facing eviction – **DATE (if known):** _____ moved 2 or more times in past 60 days

overcrowded (more than 1.5 people/room) unsafe situation

Hospital, Residential Treatment, Correctional Facility or other institution

Stayed less than 90 days Just prior, was in shelter or place not meant for living

Motel/hotel

Paid by someone else: _____ Paid by self, not able to continue

None of the above (not eligible for services, but we can refer you to some other possible options)

In a home owned by the individual/family Can we refer you to the homeownership center?

I certify that the information above and any other information I have provided in applying for assistance is true, accurate, and complete.

Applicant Signature: _____ Date: _____

Staff Certification (Check one):

I made reasonable attempts to contact a third-party to verify housing status but could not obtain verification. Attempts: _____

I was able to verify housing status with a third-party. Notes (or attachments):

Staff Name: _____ Signature: _____ Date: _____

Other notes about the situation: _____

SELF-DECLARATION OF HOUSING STATUS FOR HOMELESS ASSISTANCE

Applicant Name: _____

Check one:

- I am a household without dependent children (complete one form for each adult in the household)
- I am a household with dependent children. Number of persons in the household: _____

This is to certify that the above-named individual or household is currently homeless based on the following:

CATEGORY 1

Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:

- My primary nighttime residence is a public or private place not meant for human habitation;
- I [and my children] are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);
- I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

CATEGORY 2

I am an individual or family at imminent risk of losing my primary nighttime residence homelessness and have all of the following circumstances:

- My residence will be lost within 14 days of the date of this notice; and
- No subsequent residence has been identified; and
- I (and my children) lack the resources or support networks needed to secure permanent housing

CATEGORY 3

I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but am meet all of the following circumstances:

- I am defined as homeless under another federal statute;
- I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;
- I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- I expect to continue in such status for an extended period of time due to special needs or barriers defined as follows:

CATEGORY 4

I am an individual or family that is:

- Fleeing, or attempting to flee, domestic violence;
- Have no other residence; and
- Lack the resources or support networks to obtain other permanent housing

I certify that the information above and any other information I have provided in applying for assistance is true, accurate and complete.

Applicant Signature: _____ Date: _____

For official use only:

Staff Certification

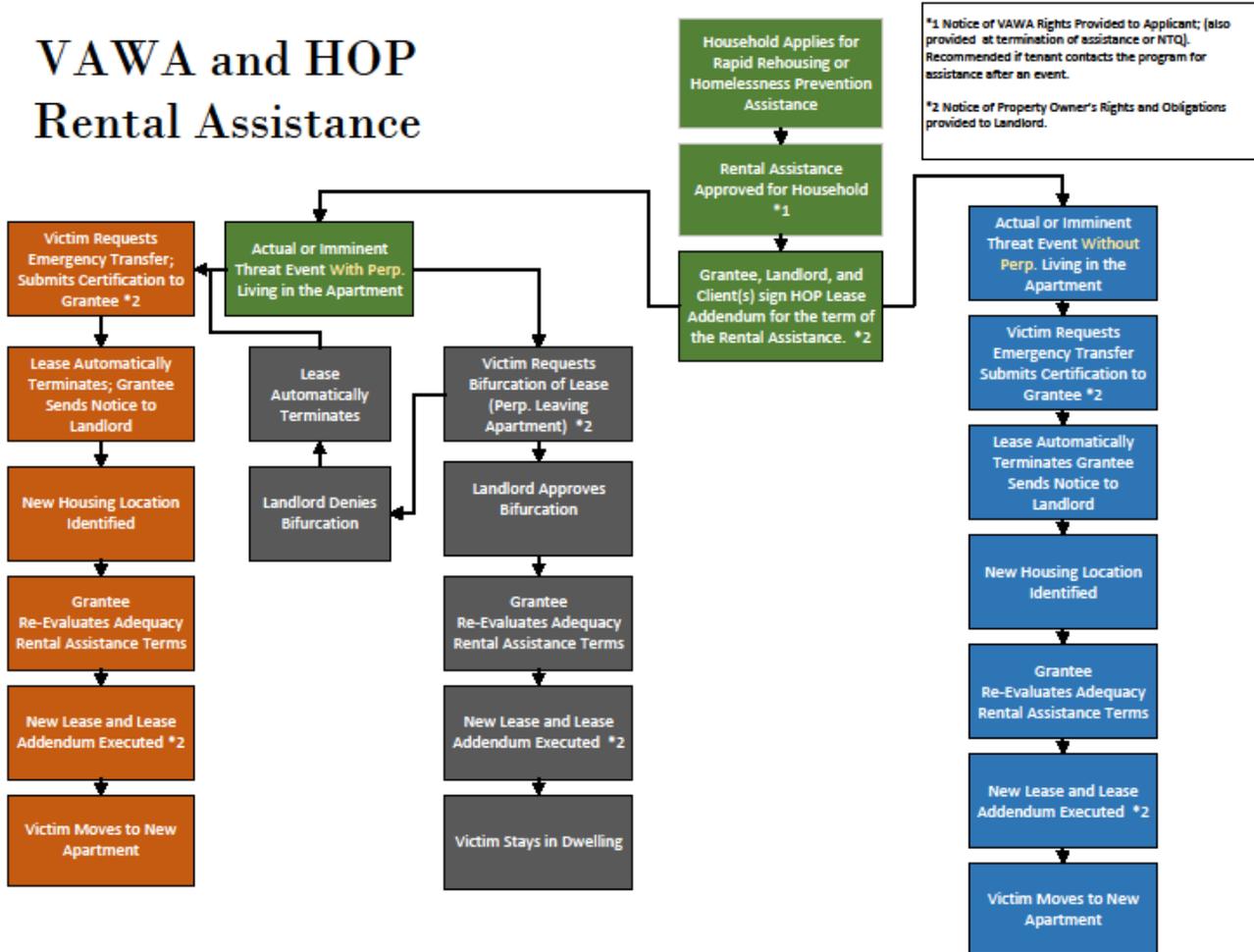
I understand that third-party verification is the preferred method of documenting homeless status for an individual or family who is applying for assistance. I understand self declaration of housing status is allowed when third-party documentation is not readily available.

Justification for reliance on Self-Certification Documentation:

Shelter Staff Signature: _____ Date: _____

VIOLENCE AGAINST WOMEN ACT - FLOW CHART

VAWA and HOP Rental Assistance



HOP VAWA CHECKLIST FOR RENTAL ASSISTANCE

1. HOP Rapid Re-housing and Homelessness Prevention Intake

Consider separating household members during assessment/intake and using a family violence screening tool.

- Provide VAWA Notice of Rights at Intake (Application)
- Provide HUD VAWA Self-Certification Form

2. If HOP rental assistance request is denied:

- Written notice of denial
- Provide VAWA Notice of Rights
- Provide HUD VAWA Self-Certification Form

3. If HOP rental assistance is approved:

- HOP Lease Addendum, signed by tenants, landlord and HOP Program staff.
- Provide Notification of Property Owner Rights to landlord.
- Provide VAWA Notice of Rights to Tenant
- Provide HUD VAWA Self-Certification Form to Tenant

4. Tenant (or third party) contacts HOP Program Provider to exercise VAWA protections.

Make sure contact with tenant does not indicate that it is in relation to VAWA protections. "To continue to receive HOP rental assistance, please contact HOP PROGRAM PROVIDER NAME."

For telephone contacts, verify that the tenant is in a safe place to talk prior to discussing the request for VAWA protections.

- a. Advise tenant of rights under VAWA. Refer to VAWA Notice of Rights.
- b. If documentation to support VAWA eligibility is wanted, the request must be made in writing. Ask the tenant for a safe address for mailing such a request.
- c. If needed, obtain VAWA Self Certification Form (HUD 5382), VAWA Provider Certification Form or other appropriate documentation to support VAWA request. If an emergency transfer is requested, ask for Form HUD-5383.
- d. If request for VAWA protections is denied, send written notice to tenant. Ask the tenant for a safe address for mailing the notice.
- e. For approved requests:

- i. Tenant seeking VAWA protections remains in unit, perpetrator has vacated: Send written notification to property owner. New lease and new HOP Lease Addendum.
- ii. Tenant seeking VAWA protections remains in unit, perpetrator has not vacated: Refer to local domestic violence agency and Vermont Legal Aid for assistance.
- iii. Tenant seeks emergency transfer, wants to remain in unit until alternative permanent housing is secured: Refer to local DV/SA support agencies for safety planning and provide intensive housing search case management.
- iv. Tenant seeks emergency transfer, wants to vacate before alternative permanent housing is secured: Refer to local DV/SA services to explore shelter options. If shelter unavailable or unsafe, refer to ESD. Provide certification that tenant has been constructively evicted due to domestic violence, dating violence, stalking, or sexual assault. Notice to owner that tenancy is terminated immediately in accordance with the HOP Lease Addendum and HOP rental assistance will no longer be provided.

5. Termination (Involuntary) of HOP Rental Assistance

- Provide VAWA Notice of Rights
- Provide HUD VAWA Self-Certification Form

**EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE,
Dating Violence, Sexual Assault, or Stalking
Housing Opportunity Grant Program (HOP)
Vermont Office of Economic Opportunity
(Published 8/1/2017)**

EMERGENCY TRANSFERS

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. The Housing Opportunity Grant Program (HOP) is administered by the Vermont Office of Economic Opportunity (OEO) and funded in part by a grant from the U.S. Department of Housing and Urban Development (HUD). As such, OEO and all HOP-funded Programs administered by “HOP Grantees” must comply with VAWA.

OEO and HOP Grantees who administer rental assistance are concerned about the safety of tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit while maintaining eligibility for HOP rental assistance. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of HOP Grantees to honor such requests from tenants currently receiving assistance depends upon a preliminary determination that the tenant is or has been an actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking. HOP Grantees must also consider the availability of alternative temporary or permanent dwelling units that will be safe for the tenant asserting VAWA protections.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that monitors OEO’s compliance with VAWA.

ELIGIBILITY FOR EMERGENCY TRANSFERS

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 C.F.R. part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

EMERGENCY TRANSFER REQUEST DOCUMENTATION

To request an emergency transfer, the tenant shall notify the HOP Grantee who is administering rental assistance for the tenant. While an oral request is acceptable to initiate the process, transfers cannot be approved without a written request from the tenant. The HOP Grantee will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted with HOP rental assistance; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer; OR
3. A completed Form HUD-5383 (Emergency Transfer Request).

CONFIDENTIALITY

HOP Grantees shall keep strictly confidential any information and documents submitted by the tenant or the tenant's representative to request an emergency transfer. HOP Grantees shall keep strictly confidential any information and documents related to the emergency transfer, including, for example: the location of the victim's emergency shelter, the name and location of the storage facility used by the victim, the address of the tenant's new dwelling unit, and so forth. HOP Grantees are only permitted to release information if: (1) the victim provides written authorization to release the information on a time limited basis; (2) the disclosure of the information is required for use in an eviction proceeding or hearing regarding termination of assistance from the HOP rental assistance program; or (3) the disclosure is otherwise required by law. Please refer to the Notice of Occupancy Rights under the Violence Against Women Act for more information about HOP Grantee responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

EMERGENCY TRANSFER TIMING AND AVAILABILITY

OEO and HOP Grantees cannot guarantee that a transfer request will result in immediate transfer to permanent housing. OEO and HOP Grantees cannot guarantee how long it will take to process a transfer request. All HOP Grantees will, however, act as quickly as possible to move a tenant who is a victim of

domestic violence, dating violence, sexual assault, or stalking to safe temporary or permanent housing, subject to availability and safety of a unit.

A tenant may choose to remain in the assisted rental unit pending transfer to alternative, safe housing. HOP Grantees will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HOP Grantees will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan to engage in safety planning and access other services.

A tenant may choose to vacate the assisted rental unit immediately pending transfer to alternative, safe housing. If alternative permanent housing cannot be immediately secured, the HOP Grantee shall refer the tenant to a local agency providing services to victims of domestic violence, dating violence, sexual assault, or stalking. If the agency is unable to provide emergency shelter to the victim, the victim will be referred to the appropriate District Office of the Department for Children and Families for emergency housing. All such referrals shall be considered "constructive eviction" pursuant to Economic Services Division Rules 2821(F) or 2621(E) and granted up to 84 days of emergency housing.

Tenants requesting emergency transfers will be offered housing search case management from the HOP Grantee.

If a tenant reasonably believes, based on their personal knowledge, a proposed transfer would not be safe, the tenant may request a transfer to another location. Once transferred, the tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HOP Grantees may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

The requirement to transfer a victim continues until the transfer is complete, the victim no longer receives housing assistance through the HOP Grantee, or the survivor withdraws the request for the emergency transfer by notice in writing to the HOP Grantee.

Once a victim vacates the assisted rental unit pursuant to an approved emergency transfer request, the rental agreement assisted unit terminates in accordance with the HOP Lease Addendum and HOP payments shall cease. HOP Grantees shall notify the landlord of the same. The landlord may seek possession of the rental unit from remaining household members, or may choose to create a new rental agreement with the remaining household members.

SAFETY AND SECURITY OF TENANTS

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Local agencies serving survivors of domestic violence, dating violence, stalking, and sexual assault are available to help throughout Vermont. Please see the attached listing of member organizations of the Vermont Network.

Vermont Legal Aid, Inc., is available to provide legal advice and/or representation. Contact Vermont Legal Aid at 1-800-889-2047.

National organizations are also available to help:

- National Domestic Violence Hotline: 1-800-799-7233 (1-800-787-3224 (TTY)).
- National Center for Victims of Crime's Stalking Resource Center:
<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
- National Sexual Assault Hotline (RAINN): 1-800-656-4673, or visit the online hotline at <https://ohl.rainn.org/online/>.

Attachments: Vermont Network Member Organizations, Form HUD-5383



MEMBER ORGANIZATIONS

ADDISON COUNTY & TOWN OF ROCHESTER

WomenSafe

P.O. Box 67, Middlebury, VT 05753
Hotline: 802/ 388.4205 or toll-free 1.800.388.4205
Office: 802/388.9180 FAX: 802/388.3438
Email: info@womensafe.net Web: www.womensafe.net

BENNINGTON COUNTY

PAVE *

P.O. Box 227, Bennington, VT 05201
Hotline: 802/442.2111 Office: 802/442.2370 FAX: 802/442.6162
Email: pave@pavebennington.com

CALEDONIA, ORLEANS, & ESSEX COUNTIES

Umbrella, The Advocacy Program*

1216 Railroad Street, Suite C, St. Johnsbury, VT 05819
Hotline: 802/748.8645 Office: 802/748.8645 FAX: 802/748.1405

Newport Office*

93 East Main Street, Suite #1, Newport, VT 05855
Office & Hotline: 802/ 334.0148 FAX: 802/334.0148
Email: advocate@umbrellanek.org

Web: www.umbrellanek.org

CALEDONIA, WASHINGTON & ORLEANS COUNTIES

(of Hardwick area)

AWARE, Inc.

P.O. Box 307; Hardwick, VT 05843
Hotline & Office: 802/472.6463 FAX: 802/472.3504
Email: aware@vtlink.net
Web: www.awarevt.org

CHITTENDEN COUNTY

H.O.P.E. Works

P.O. Box 92, Burlington, VT 05402
Hotline: 802/863.1236 Office: 802/ 864.0555 FAX: 802/863.8449
Email: hopeworks@hopeworksvt.org
Web: www.hopeworksvt.org

Steps To End Domestic Violence*

P.O. Box 1535, Burlington, VT 05402
Hotline: 802/658.1996
Office: 802/658.3131 FAX: 802/658.3832
Email: steps@stepsVT.org Web: www.stepsVT.org

FRANKLIN & GRAND ISLE COUNTIES

Voices Against Violence*

P.O. Box 72, St. Albans, VT 05478
Hotline: 802/524.6575 Office: 802/524.8538 FAX: 802/524.8539
Email: voices@cvoeo.org
Web: www.voicesagainstviolence.org

LAMOILLE COUNTY

Clarina Howard Nichols Center*

P.O. Box 517, Morrisville, VT 05661
Hotline: 802/888.5256 Office: 802/888.2584 FAX:
802/888.2570
Email: info@clarina.org Web: www.clarina.org

ORANGE & NORTHERN WINDSOR COUNTIES

Safeline, Inc.

P.O. Box 368, Chelsea, VT 05038
Hotline: 1.800.639.7233 Office: 802/685.7900 FAX:
802/685.7902
Email: safelineinfo@safelinevt.org
Web: www.safelinevt.org

RUTLAND COUNTY

NewStory Center*

P.O. Box 313, Rutland, VT 05702
Hotline: 802/775.3232 Office: 802/775.6788 FAX:
802/747.0470
Email: aLanning@nscvt.org Web: www.nscvt.org

STATEWIDE

Pride Center of Vermont SafeSpace Program

255 S. Champlain St, #12, Burlington, VT 05401
Support Line: 802/ 863.0003 or toll-free 866.869.7341
Support Line Hours: M-Th 9am-6pm & Fri 9am-2pm
Office: 802/860.7812 Email: safespace@pridecentervt.org
Web: www.pridecentervt.org/programs/safespacet

WASHINGTON COUNTY

Circle*

P.O. Box 652, Barre, VT 05641
Hotline: 1.877.543.9498 Office: 802/ 476.6010
FAX: 802/479.9310 Shelter FAX: 802/476.4746
Email: vtbwss@sover.net

MOSAIC Vermont*

4 Cottage Street, Barre, VT 05641
H: 802/479.5577 O: 802/476.1388 FAX: 802/476.1381
Email: anne@mosaic-vt.org web: www.mosaic-vt.org

WINDHAM & SOUTHERN WINDSOR COUNTIES

Women's Freedom Center*

P.O. Box 933, Brattleboro, VT 05302
Hotline: 802/254.6954 or 1.800.773.0689 Office: 802/257.7364
FAX: 802/257.1683 Email:
advocates@womensfreedomcenter.net

Springfield Office

Hotline: 802/ 885.2050 Office: 802/885.2368

CENTRAL WINDSOR COUNTY & TOWNS OF THETFORD & FAIRLEE

WISE*

38 Bank Street, Lebanon, NH 03766
24-Hour Crisis Line: 603/448.5525 or toll-free 1.866.348.WISE
Office: 603/448.5922 FAX: 603/448.2799
Email: peggy.oneil@wiseuv.org
Web: www.WISEuv.org

***Organization with shelter**

The organizations of the Vermont Network support victims and survivors of domestic and sexual violence across Vermont, providing:

- Private Help
- Hotlines / Support Line
- Shelters and Safehomes
- Legal Help
- Help at the Hospital
- Help with Basic Needs

Private Help – Advocates from Vermont Network organizations provide free and confidential advocacy. An advocate will not disclose any information about a survivor without the survivor’s permission*.

* While *most advocates can keep your conversations confidential*, some advocates may need to report child abuse to the state if they are concerned that a child may be in danger. If you are concerned about child abuse reporting, you can ask to speak with an advocate who is not a “mandated reporter”, or you can speak anonymously with hotline advocates.

Hotlines / Support line – Pride Center of VT SafeSpace Program provides a Support Line 5 days a week. All other member organizations staff a free 24/7 hotline for crisis support, ongoing peer support and advocacy, and information and referral.

Legal Help – Trained peer advocates can support survivors in making informed decisions about legal concerns and/or accompany survivors to court. Advocates provide information about protection orders for survivors of domestic violence, sexual assault and stalking, and about what to expect in civil and criminal court. Advocates may be able to provide referrals to specialized legal resources including attorneys.

Help at the Hospital – Advocates are available to meet survivors at the hospital after a sexual or physical assault to assist them in understanding their rights, to provide support and information before, during and after examinations, and to help survivors connect with other resources as needed.

Help with Basic Needs – Peer advocates can support survivors in identifying and accessing a wide variety of public benefits and community resources for basic needs. Advocates can assist survivors in securing rights and services with social service providers, landlords, creditors and others.

Shelters and Safehomes – Shelters provide a home-like environment for survivors of domestic and sexual violence and their children who need a safe place to stay temporarily. An advocate can help a survivor identify and access community resources and develop a plan for leaving the shelter, while a children’s advocate can support her children. In communities without shelters, and for male survivors of domestic violence, programs can connect survivors with local safe homes, or with shelters in other regions of the state.

Other Resources – Most organizations offer peer education &/or support groups for adult survivors, youth &/or children, creating opportunities to connect with others sharing similar experiences. Some programs provide individual advocacy with youth and children, parenting support, limited transportation &/or childcare, transitional housing, and education and support regarding substance use or abuse.

OTHER SERVICES

DIVAS (Discussing Intimate Violence and Accessing Support) Support for women incarcerated in Vermont. divas@vtnetwork.org	VT Interpreting & Translation Services 802/654.1706
Deaf Vermonters Advocacy Services Videophone & Hearing: 802/461.4707	Communication Support Project (for people who have disabilities that interfere with communicating effectively)1.888.686.8277 csp@disabilityrightsvt.org
AALV – Fostering Hope, Dignity and Independence in New Americans to Strengthen our Community 802/985.3106	VT Center for Independent Living People with disabilities working together for dignity, independence, and civil rights. 1.800.639.1522 info@vcil.org
VT Interpreter Referral Service 1.888.317.2006 (toll-free)	Green Mountain Self-Advocates A VT Self-Advocacy organization run by people with developmental disabilities. 1.800.564.9990 info@gmsavt.org

**VAWA LEASE ADDENDUM
HOUSING OPPORTUNITY GRANT PROGRAM**

1. OEO-Funded Rental Assistance

- a. The owner is leasing the rental unit to the tenant for occupancy by the tenant’s family with financial assistance from the Vermont Housing Opportunity Grant Program (HOP). HOP is funded in part by the federal Emergency Solutions Grant (ESG). The Vermont Office of Economic Opportunity (OEO) manages the HOP and ESG grants. At the local level, PROGRAM NAME is the subgrantee managing the tenant’s rental assistance.
- b. Use of this Lease Addendum is required for any and all rental assistance from HOP pursuant to 24 C.F.R. 576.106(e). Modification of this agreement is not permitted.
- c. Any terms of the rental agreement between the owner and the tenant that are contrary to the terms of this HOP Lease Addendum are voidable for the term of the HOP Rental Assistance. If there is a conflict between the terms of the lease and the HOP Lease Addendum, the terms of the Addendum shall apply. Once the HOP Rental Assistance period ends, formerly voidable lease terms that are not contrary to federal, state, and local law shall not be voidable.

2. Parties to the Agreement

- a. Owner
 - i. Name: _____
 - ii. Address for remittance of payments and correspondence: _____

 - iii. Telephone: _____
- b. PROGRAM NAME: _____
- c. Tenant(s): _____

3. HOP Rental Assistance

- a. Term of HOP rental assistance.
 - (1) Begins on: _____
 - (2) Ends on: _____

The end date of the term of HOP rental assistance is subject to change in accordance with subparagraph **(3)(b)**, below.

- b. Initial HOP rental assistance to owner: \$ _____
The amount of monthly housing assistance by PROGRAM NAME to the owner is subject to change during the HOP Lease Addendum term in accordance with program requirements. The owner will be notified in writing of any changes to the amount or termination date of the rental assistance.
- c. When the rental assistance terminates prior to the date listed in paragraph 3(a)(2).
- (1) All tenants vacate. If all tenants vacate the contract unit and/or die, HOP rental assistance terminates automatically pursuant to 24 C.F.R. 576.106(h)(3). The owner and tenant(s) should notify PROGRAM NAME immediately if the unit is vacant.
 - (2) Family break up. If the tenant family breaks up, HOP rental assistance may terminate, or it may continue on behalf of family members who remain in the unit. PROGRAM NAME shall notify the landlord if the remaining tenant is eligible for continued assistance.
 - (3) Minimum standards. Housing must meet minimum habitability standards provided by 24 C.F.R. 576.403(c). If PROGRAM NAME determines that the owner has failed to bring the rental unit into compliance with the minimum habitability standards within a reasonable period of time, the rental assistance shall terminate.
 - (4) Termination of rental assistance by PROGRAM NAME. The tenant(s) may become ineligible for HOP rental assistance. PROGRAM NAME shall notify the owner in writing if rental assistance is terminated.

6. Supplemental Rental Agreement Terms

- a. During the term of the HOP Lease Addendum, the owner must give PROGRAM NAME a copy of any notice of termination given to the tenant(s). The owner must also give PROGRAM NAME a copy of any complaint used in Vermont Superior Court to commence an eviction action against the tenant(s).
- b. Application of payments. The monthly rental assistance payment shall be credited against the monthly rent due to the owner for that month. It shall not be credited to late fees, charges for damages, rental arrearages due to tenant non-payment, or any other such charges.
- c. Late Payments. PROGRAM NAME shall make timely payments to the owner in accordance with this agreement, using the same payment due date, grace period, and late payment penalty as provided for in the lease. PROGRAM NAME is solely responsible for paying late payment penalties caused by late payment of rental assistance. 24 C.F.R. 576.106(f).
- d. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.
 - (1) Pursuant to the Violence Against Women Act (VAWA), an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of the rental agreement by the victim or threatened victim of such incident, nor shall lease

violations that are a direct result of the fact that the tenant is or has been a victim be considered a substantial breach of the terms of the lease. 24 C.F.R. 5.2005(b, c).

(2) Limitations on VAWA protections.

- i. Nothing in the lease or this Addendum contradicts the owner's obligation, 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.
- ii. The owner may terminate the tenancy 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 owner 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.
- iii. The owner may evict a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property would be present if that tenant or lawful occupant is not evicted. 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 C.F.R. 5.2003.
- iv. Any eviction under this section should be utilized 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 about individual residents.

(3) Emergency transfer. If PROGRAM NAME determines that a tenant is entitled to an emergency transfer pursuant to VAWA, PROGRAM NAME will notify the owner in writing that the program participant is entitled to protection under VAWA and that the rental agreement is terminated. If all tenants have vacated the unit, HOP rental assistance will terminate. If any family members remain in the unit, PROGRAM NAME will work with the landlord to determine if the remaining family members are eligible for ongoing HOP rental assistance if the landlord agrees to sign a new rental agreement with the remaining family members.

(4) Lease Bifurcation. If PROGRAM NAME determines a tenant is eligible for "bifurcation" of the lease pursuant to VAWA, PROGRAM NAME will ask the owner to consent to bifurcation, in which the perpetrator of the incident(s) of domestic violence, dating violence, sexual assault, or stalking are removed from the lease. If the owner consents, the original rental agreement is terminated. The landlord enters into a new rental agreement and HOP Lease Addendum with the remaining household member(s). Other than removing the perpetrator, the new lease and Addendum's terms are the same as those of the original, including the termination date.

7. Prohibition on Discrimination

- a. The owner must not discriminate against the tenants in connection with this rental agreement and lease addendum because of race, color, religion, sex, national origin, age, marital status, familial status (i.e., because the tenant has one or more minor children), disability, sexual orientation, gender identity, or because a person is a recipient of public assistance.

- b. In accordance with VAWA and the Fair Housing Act, the owner may not deny rental housing, discriminate in the terms, conditions, or privileges of the rental of a dwelling, or evict a tenant on the basis of or as a direct result of the fact that the tenant or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.⁵

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Owner: _____ Date: _____

PROGRAM NAME: _____ Date: _____

⁵ Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

YOUR RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

To: Tenants and Applicants for HOP-funded Rental Assistance

From: PROGRAM NAME

SUMMARY

The Violence Against Women Act (VAWA) is a federal law that provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protects applicants and tenants receiving rental assistance under the Housing Opportunity Grant Program (HOP).

We are required to notify you of your rights under VAWA even if you never have been and never become of a victim of domestic violence, dating violence, sexual assault, or stalking.

VAWA provides three basic benefits to such victims:

- (1) protection from discrimination;
- (2) protection from eviction; and
- (3) the right to terminate your lease and transfer to another unit with continued HOP rental assistance, or to remain in a rental unit if your landlord is willing to “bifurcate” your lease (remove the perpetrator from the lease).

These protections are described in detail in this notice.

WHAT IS THE VIOLENCE AGAINST WOMEN ACT?

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.⁶

The Vermont Housing Opportunity Grant Program (HOP) is funded in part by the federal Emergency Solutions Grant (ESG). The Vermont Office of Economic Opportunity (OEO) manages the HOP and ESG grants. At the local level, PROGRAM NAME is the subgrantee managing the HOP program. Because HOP includes some federal ESG funding, OEO, PROGRAM NAME, and housing providers receiving funding from this grant source must comply with HUD laws and rules, including VAWA. This notice

⁶ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

explains your rights under VAWA and some additional protections provided through Vermont's HOP grant requirements.

A HUD-approved certification form is attached to this notice. You can fill out the certification form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

PROTECTIONS FOR APPLICANTS

If you otherwise qualify for assistance under **PROGRAM NAME**, you cannot be denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

PROTECTIONS FOR TENANTS

If you receive HOP rental assistance, a HOP Lease Addendum will be added to your rental agreement with your landlord. The Addendum provides as follows:

- (1) As required by VAWA, you may not be denied rental housing, be discriminated against in the terms, conditions, or privileges of the rental of a dwelling, or be evicted from your rental housing solely because you or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or on the basis of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.⁷
- (2) If you qualify for protections under VAWA as a victim of domestic violence, dating violence, sexual assault, or stalking, as determined by PROGRAM NAME, VAWA provides that your landlord may permit you to "bifurcate" your lease, *i.e.*, to terminate your original lease (that included the perpetrator) and to create a new rental agreement (without the perpetrator). If the perpetrator is unwilling to vacate the rental unit voluntarily, the landlord or person qualifying for VAWA protections must seek possession through legal process. The remaining household members retain eligibility for HOP rental assistance.
- (3) If you qualify for protections under VAWA as a victim of domestic violence, dating violence, sexual assault, or stalking, as determined by PROGRAM NAME, you have the right to move to another rental unit and retain your rental assistance. This is an "emergency transfer."

⁷ Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

MOVING TO ANOTHER UNIT

Upon your request, PROGRAM NAME may permit you to terminate your tenancy and retain your rental assistance at an alternative rental unit through an “emergency transfer request.” In order to approve a request to move, PROGRAM NAME may ask you to provide documentation that you are requesting to move because of an incident of domestic violence, dating violence, sexual assault, or stalking. The three criteria for such a request are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If PROGRAM NAME does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, PROGRAM NAME may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

PROGRAM NAME will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

PROGRAM NAME’s emergency transfer plan provides further information on emergency transfers, and PROGRAM NAME will make a copy of its emergency transfer plan available to you if you ask to see it.

DOCUMENTING YOU ARE OR HAVE BEEN A VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

PROGRAM NAME can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such a

request from PROGRAM NAME must be in writing, and PROGRAM NAME must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. PROGRAM NAME may, but does not have to, extend the deadline for the submission of documentation upon your request.

If PROGRAM NAME asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, you can provide any one (the choice is yours) of the following to PROGRAM NAME:

- A complete HUD-approved certification form given to you by PROGRAM NAME with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, Relief from Abuse orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. This professional, selected by you, must attest under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that PROGRAM NAME has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, PROGRAM NAME does not have to provide you with the protections contained in this notice.

If PROGRAM NAME receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), PROGRAM NAME has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, PROGRAM NAME does not have to provide you with the protections contained in this notice.

CONFIDENTIALITY

PROGRAM NAME and your landlord must keep strictly confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

PROGRAM NAME must not allow any individual administering assistance or other services on behalf of PROGRAM NAME (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

PROGRAM NAME must not enter your information into any shared database or disclose your information to any other entity or individual. PROGRAM NAME, however, may disclose the information provided if:

- You give written permission to PROGRAM NAME to release the information on a time-limited basis.
- PROGRAM NAME needs to provide limited information to your landlord if you have asked for the landlord to bifurcate your lease and the perpetrator will not vacate voluntarily, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law or court order requires PROGRAM NAME to release the information.

REASONS A TENANT ELIGIBLE FOR RIGHTS UNDER VAWA MAY BE EVICTED OR ASSISTANCE MAY BE TERMINATED

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, landlords cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than they apply to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if your landlord can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- (1) Would occur within an immediate time frame, and
- (2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If your landlord can demonstrate the above, the landlord should only terminate your tenancy if there are no other actions that could be taken to reduce or eliminate the threat. Other actions include, but are not limited to:

- Changing the victim's locks;
- Installing basic security features (e.g., better lighting or an alarm);
- Encouraging the victim to seek an emergency transfer;
- Allowing an early lease termination;
- Allowing the victim temporary absence from the unit;
- Referring the victim to local service providers;
- Working with police and victim service providers to develop a safety plan for the property and victim.

OTHER LAWS

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

VAWA does not limit a landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim, like a Relief from Abuse Order, and orders dividing property among household members in cases where a family breaks up.

NON-COMPLIANCE WITH THE REQUIREMENTS OF THIS NOTICE

You may report PROGRAM NAME or a landlord's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with any one of the following:

- Vermont Office of Economic Opportunity
280 State Drive, NOB2 North
Waterbury, VT 05671-1050
- Boston Regional Office of FHEO
Department of Housing and Urban Development
Thomas P. O'Neill Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092

- Vermont Legal Aid, Inc.
1-800-889-2047
264 N. Winooski Ave.
Burlington, VT 05401
- Vermont Human Rights Commission (violation of anti-discrimination protections only)
1-800-416-2010
14-16 Baldwin Street
Montpelier, VT 05633-6301

FOR ADDITIONAL INFORMATION

VAWA Rules and Regulations: You may view a copy of HUD’s final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>. Additionally, PROGRAM NAME must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact PROGRAM NAME or Vermont Legal Aid, Inc, at 1-800-889-2047.

WHERE TO GET HELP

Local agencies are available to help throughout Vermont. Please see the attached listing of member organizations of the Vermont Network.

National organizations are also available to help:

- National Domestic Violence Hotline: 1-800-799-7233 (1-800-787-3224 (TTY)).
- National Center for Victims of Crime’s Stalking Resource Center:
<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.
- National Sexual Assault Hotline (RAINN): 1-800-656-4673, or visit the online hotline at <https://ohl.rainn.org/online/>.

ATTACHMENTS: Certification form HUD-5382
Vermont Network Member Organizations

**AUTHORIZATION TO RELEASE INFORMATION FOR VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

(Published 11/28/2017)

Before you authorize PROGRAM to share any of your confidential information with another agency or person, PROGRAM staff will discuss potential risks and benefits of sharing your confidential information. If you decide you want PROGRAM to release some of your confidential information, you can use this form to choose what is shared, how it is shared, with whom, and for how long.

CONFIDENTIALITY PROTECTIONS FOR INFORMATION RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

I understand that PROGRAM has an obligation to keep my personal information, identifying information, and my records related to domestic violence, dating violence, sexual assault, or stalking confidential. This information is not entered into any shared database and is kept in a separate case file from my normal case file. PROGRAM must not disclose, reveal, or release any personally identifying information or individual information about domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information has been encoded, names have been redacted, or the information is otherwise protected.

I understand that I can choose to allow PROGRAM to release my personal information related to domestic violence, dating violence, sexual assault, or stalking to the individuals and agencies I specify, in the form I specify, and for the period of time I identify. I understand that I do not have to sign this release form in order to obtain services from PROGRAM and that signing this release is completely voluntary. I can also choose to allow PROGRAM to release my other personal information, without including my personal information related to domestic violence, dating violence, sexual assault, or stalking.

If release of information is compelled by statutory or court mandate, PROGRAM shall make reasonable efforts to notify me and shall take steps necessary to protect my privacy and safety.

AUTHORIZATION TO DISCLOSE INFORMATION

I, _____ [NAME], born on _____ [DOB], authorize PROGRAM to share the information specified below with:

Name: _____

Agency/Organization Name: _____

Contact Information: _____

The information may be shared: in person by phone by fax by mail by e-mail⁸

¹ I understand that e-mail is not a highly secure form of communication and may be subject to “hacking” or other forms of interception by unauthorized persons. Initial here to authorize use of e-mail to share information: _____

I authorize the following information to be released:

Documents, limited to: _____

Dates of service: _____

Type(s) of service, limited to: _____

Other, limited to: _____

The purpose of this disclosure is limited to: _____

I understand that releasing this information about me could give another agency or person information about my location and would confirm that I have been receiving services from PROGRAM. I understand that PROGRAM and I may not be able to control what happens to my information once it has been released to the above person or agency, and that the agency or person getting my information may be required by law or practice to share it with others.

Expiration: This release expires on _____ [DATE]. If no date is entered, this release will expired 30 days from the date it was signed below.

Signature: _____ Date: _____

Witness: _____ Date: _____

CERTIFICATE OF TRANSLATION

I, _____ [PROGRAM staff], certify that _____ [NAME] is not a person with limited English proficiency, or that the client declined interpretation services offered.

I, _____ [INTERPRETER NAME], certify that on _____ [DATE], I translated this document from English to _____ [LANGUAGE] for _____ [NAME], and that the client signed it after discussing it with PROGRAM staff I certify that I shall not disclose any communications made by the client or PROGRAM staff nor shall I share any information I have obtained while acting in my capacity as an interpreter.

Interpreter Signature: _____ Date: _____

NOTIFICATION OF PROPERTY OWNER RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

You have entered into a rental agreement with a tenant receiving rental assistance from the Vermont Housing Opportunity Grant Program (HOP), and in some instances, with funding from the federal Emergency Solutions Grant (ESG). The Vermont Office of Economic Opportunity manages the HOP and ESG grants. At the local level, PROGRAM NAME is the subgrantee managing the tenant's rental assistance.

The Violence Against Women Act ("VAWA") is a federal law that provides protections for Emergency Solutions Grant ("ESG") applicants and participants who have been victims of actual or threatened incidents of domestic violence, dating violence, sexual assault, and stalking. The law protects victims from adverse housing decisions made on the basis of or as a direct result of being a victim of domestic violence, dating violence, sexual assault, and stalking. Because HOP rental assistance may include some ESG funds, HOP rental assistance applicants and participants are protected by VAWA, and property owners receiving HOP funds must comply with VAWA.

Purpose: The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through HOP. Please refer to the HOP Lease Addendum for additional information. Each component of this Notice also provides citations to HUD's applicable regulations for the ESG program.

Protections for applicants: Owners cannot deny tenancy because the applicant has been or currently is an actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. See 24 Code of Federal Regulations (CFR) 982.452(b)(1).

Eviction protections for HOP participants:

a. Incidents or threats of domestic violence, dating violence, sexual assault, or stalking are not considered to be a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). VAWA protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, 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 (24 CFR 5.2005(b)(2)).

b. During the term of rental assistance, the tenancy cannot be terminated for no cause.

c. Notice of termination of the tenancy must be sent to the tenant via first class mail. Copies of the notice of termination and all attachments must be sent to PROGRAM NAME.

Limitations of VAWA protections:

a. Nothing in VAWA limits the authority of an owner, when notified of a court order, to comply with a court order with respect to 24 CFR 5.2005(d)(1): 1) 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 2) The distribution or possession of property among members of a household in a case.

b. Nothing in VAWA limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as long as the owner does not subject the victim to more demanding standards

than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

c. Nothing in VAWA limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate that an actual and imminent threat to other tenants, or those employed at or providing services at the property, will be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

- i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm will occur. (See 24 CFR 5.2003.)
- ii. Any eviction due to “actual and imminent threat” should be utilized by an owner 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 about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of domestic violence, dating violence, sexual assault, or stalking: Applicants and recipients of HOP rental assistance may request VAWA protections based on their status as a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking. Requests are submitted to PROGRAM NAME and eligibility for VAWA protections are made by PROGRAM NAME. (See 24 CFR 5.2007(b)(3).) The owner is prohibited from requiring the tenant to provide additional documentation of the domestic violence, dating violence, sexual assault, or stalking. If a tenant has questions or concerns related to VAWA, please refer the tenant to PROGRAM NAME or Vermont Legal Aid, Inc.

Moves: A victim of domestic violence, dating violence, sexual assault, or stalking may move if the move is required to protect their health or safety. PROGRAM NAME determines tenant eligibility for an emergency transfer. A move authorized under VAWA’s emergency transfer protections will, in accordance with the HOP Lease Addendum, terminate the lease automatically. Owners may choose to sign a new lease with the remaining household member(s). PROGRAM NAME will determine whether or not rental assistance will continue for remaining household members.

Removal of household members who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking: A victim of domestic violence, dating violence, sexual assault, or stalking may request “bifurcation” of the lease pursuant to VAWA. PROGRAM NAME determines tenant eligibility for a lease bifurcation. If the landlord consents to the bifurcation, the original lease terminates in accordance with the terms of the HOP Lease Addendum and the landlord enters into a new rental agreement and HOP Lease Addendum with the remaining household member(s). Other than removing the perpetrator, the new lease and Addendum’s terms are the same as those of the original, including the termination date. Eviction, removal, termination of occupancy rights, or termination of assistance must be

effectuated in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

Evictions due to “Actual and Imminent Threat” or violations not premised on abuse: The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact 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 assistance, participation or occupancy. (See 24 CFR 5.2005.) However, the VAWA Final Rule does not prohibit an owner from evicting 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. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate that an actual and imminent threat to other tenants, or those employed at or providing services to property of the owner, will be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).) In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition: Actual and imminent threat refers to a physical danger that is real, will occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual will pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm will occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality: Any information obtained by a housing provider regarding a tenant’s request for VAWA protections, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence. (See 24 CFR 5.2007(c).) Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim). The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law. When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers: PROGRAM NAME has extensive relationships with local service providers. PROGRAM NAME staff are available to provide referrals to shelters, counselors, and advocates. Please see the attached listing of member organization of the Vermont Network for local agencies providing services to survivors of domestic violence, dating violence, and sexual assault.

SELF-CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

- 1. Date the written request is received by victim: _____
- 2. Name of victim: _____
- 3. Your name (if different from victim's): _____
- 4. Name(s) of other family member(s) listed on the lease: _____

- 5. Residence of victim: _____
- 6. Name of the accused perpetrator (if known and can be safely disclosed): _____

- 7. Relationship of the accused perpetrator to the victim: _____
- 8. Date(s) and times(s) of incident(s) (if known): _____

- 10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

PROFESSIONAL CERTIFICATION OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

This box is to be completed by the program applicant/participant seeking VAWA protections.

Program Applicant/Participant: _____ **Date:** _____

Provider of Housing or Rental Assistance: _____

Deadline to Submit This Form (if applicable): _____

VAWA Protection Requested: Defense of eviction, termination, or denial

Emergency Transfer Removal of household member Other: _____

What is VAWA and how does it apply to housing and rental assistance programs? The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking committed against them. It also provides special housing protections, like emergency transfers to alternative and safe rental units. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Why am I being asked to complete this form? The person asking you to complete this form is seeking VAWA protections from a housing provider or rental assistance provider. The provider of housing or rental assistance has asked or may ask the person to document this abuse, and this form may be used to evaluate the request for VAWA housing protections.

Who should fill out this form? An employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) who provided assistance to the program participant relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse.

How long do I have to fill out this form? Once a provider of housing or rental assistance requests documentation to support the program participant’s request for VAWA protections, the program participant must respond within 14 business days. The program participant may request an extension. Protections requested may be unavailable until documentation is provided.

Confidentiality: All information provided on this form is strictly confidential and will not be entered into any shared database. Only staff of the provider of housing or rental assistance who are evaluating the request for VAWA protections have access to this form, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by the program participant in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or (iii) otherwise required by applicable law.

Fax or mail this completed form to:

If you have questions about completing this form, please contact Vermont Legal Aid: 1-800-889-2047.

To be completed by the professional:

1. Your name and title: _____

2. Attach your business card or provide your contact information here:

3. What is your relationship with the program participant requesting VAWA protections?

4. Under penalty of perjury,

- I attest that the program participant has sought assistance from me for reasons relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse.
- I believe that the program participant requesting this form was the victim of an incident or incidents of domestic violence, dating violence, sexual assault, or stalking that meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking,” as defined by HUD’s regulations at 24 C.F.R. 5.2003.

Your attestation is limited to your belief that the victim’s self-reporting or other evidence presented to you is credible and satisfies the regulatory definitions provided by 24 C.F.R. 5.2003, included below.

24 C.F.R. 5.2003 provides the following definitions:

- Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- Dating violence means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
- Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) fear for the person's individual safety or the safety of others; or (2) suffer substantial emotional distress.

Signature: _____ **Date:** _____

I, _____ (program participant/applicant), authorize _____ (provider) to release this form to the provider listed above. I certify that the information I provided to the service provider completing this form is true and correct to the best of my knowledge and recollection, and that I was or have been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of this form based on false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature of Program Participant: _____ **Date:** _____

U.S. Department of Housing
and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____