

|  |
| --- |
| [PROGRAM NAME]  |
| Effective as of February 2018 |
| D.C. Department of Human Services |

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Kathy Harris, Administrator, DHS/FSA

Approval date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Table of Contents**

**A. Eligibility Criteria 1**

**B. Priority Determination for Placement 1**

**C. Unit Requirements 2**

**D. Lease Requirements 2**

**E. Case Management 3**

**F. [Program Name] Rental Subsidy & Participant’s Costs 5**

**G. [Program Name] Participant’s Responsibilities 6**

**H. [Program Name] Participant’s Rights 6**

**I. [Program Name]’s Rights to Sanction, Transfer or Terminate Services 9**

**J. Right to Appeal 11**

**K. Behavior Requirements 12**

**L. Pets 13**

**M. Alternative Sanctions 13**

**N. Grievance Policy & Procedures 13**

**O. Signed Acknowledgement #1 14**

**P. Signed Acknowledgement #2 14**

These are the Program Rules for the [Program Name]

**A “Rapid Re-Housing” Program governed by the Homeless Services Reform Act of 2005,**

**as amended (D.C. Official Code § 4-751.01 *et seq.*) (HSRA)**

**A. ELIGIBILITY CRITERIA**

1. An applicant unit shall be eligible to receive assistance in the [Program Name] if the applicant unit is a family, as defined in 29 DCMR § 7899, that:
2. Is currently experiencing homelessness as defined by the HSRA (*see* D.C. Official Code § 4-751.01(18)) or is at imminent risk of experiencing homelessness; and
3. Is a resident of the District of Columbia (“District”) as defined by the HSRA (*see* D.C. Official Code § 4-751.01(32)).
4. Relevant factors for determining whether a household is appropriate for [Program Name] assistance include, but are not limited to:
5. Current income;
6. Expected future income;
7. Rental history;
8. Employment history;
9. Employment potential based on job skills, certifications, or participation in a training or employment program;
10. Previous receipt of emergency rental assistance, including Emergency Rental Assistance Program (ERAP), or other homeless services within the last eighteen (18) months, whether applying for the same or different financial assistance;
11. Assessment on a uniform tool as selected by the Department of Human Services (DHS), such as the Service Prioritization Decision Assistance Tool (SPDAT), that identifies Rapid Re-Housing as the appropriate housing assistance option based on the applicant’s needs;
12. Identification by the District of Columbia Housing Authority (DCHA) or other subsidized housing provider, as a household that is reasonably likely to receive DCHA or other subsidized housing within approximately twelve (12) months;
13. Willingness to take steps that could reasonably lead to increased income in the household; and
14. Identification of and willingness to take steps that could reasonably lead to permanent housing stability in cohabitation with family, friends or other appropriate and safe situations.

3. You must provide the necessary documentation or information required to determine or verify your eligibility for [Program Name] assistance and the type or amount of assistance needed. Failure to do so in a timely manner can result in a denial of eligibility.

1. **PRIORITY DETERMINATION FOR PLACEMENT**

If there are more households experiencing homelessness than available [Program Name] resources, households will be prioritized in the following manner:

1. Families residing in a DHS-funded family hypothermia shelter, temporary shelter, transitional housing program, or determined to be at imminent risk of needing admission to shelter or supportive housing pursuant to 29 DCMR § 2508.1(a)(1) shall receive the first priority for [Program Name].
2. Families residing in a non-DHS-funded family shelter or housing program within the Continuum of Care or determined to be a Priority Two for shelter or supportive housing pursuant to 29 DCMR § 2508.1(a)(2) shall receive the second priority for [Program Name].
3. Within each priority group, additional priority may be made based on the following:
4. The family’s prospective ability to achieve housing stability by having the financial capability to pay their full rental amount each month on time at the end of [Program Name] assistance period, as demonstrated by income, documented work experience, completion of the Individual Responsibility Plan (IRP) for those clients who are also recipients of Temporary Assistance for Needy Families (TANF), the identification of other stable housing opportunities, or other relevant factors;
5. The length of time the family has resided in their current program since the most recent placement;
6. The need to provide a reasonable modification based on a disability; and
7. Other relevant factors.
8. **UNIT REQUIREMENTS**
	* + 1. To participate in [Program Name], an eligible applicant must select a unit that:
				1. Meets the Rent Reasonableness standard, as determined by the D.C. Housing Authority (DCHA), unless approved by DHS or its designee; and
				2. Passes the [Program Name] housing inspection.
			2. Eligible applicants must actively seek housing to locate an appropriate unit as quickly as possible, and no later than thirty (30) days from the date of the Notice of Eligibility Determination, absent a good cause for delay caused by the actions or inactions of persons outside of the applicant’s control. Additional assistance searching for and/or securing a unit may be available upon request. Please contact your shelter case manager for more information.
			3. In cases where housing search assistance is provided to a [Program Name] household, eligible applicants must view units in a timely manner. Failure to accept a unit after having been offered two (2) units that were available and met the applicant’s stated needs may be a basis for termination from [Program Name].

*Note: Failure to select an approved unit within 30 days from the date of the Notice of Eligibility Determination and completing steps necessary to lease and move into the unit in a timely manner may result in the eligible applicant not being able to receive [Program Name]* *assistance.*

1. **LEASE REQUIREMENTS**
2. All adults listed on the [Program Name] application must be listed on the lease under their full legal name. Any adult who is added to the household following entry or move-in to the unit must also be added to the lease.
3. After selecting a unit that meets the [Program Name] Unit Requirements, the eligible applicant must submit a timely and complete application to the landlord.
4. After approval by the landlord, the eligible applicant shall accept the unit or must explain in writing to the case manager why the offer of the unit does not serve his or her needs.

*Note: Failure to submit a timely and complete application to the landlord or accept an approved unit once approved by the landlord without a written justification constitutes a violation of these Program Rules. Two such failures may result in termination from [Program Name]****.***

1. **CASE MANAGEMENT**

*Upon acceptance of a housing unit that meets the Unit* *Requirements and signing of the [Program Name]* *Client and Case Manager Roles & Responsibilities Agreement, the following Case Management requirements shall apply to all [Program Name] Participants.*

1. As a [Program Name] Participant, you shall:
2. Identify, with help from your case manager, goals and specific steps to work towards successful completion of those goals/actions. If you are a TANF recipient, you may use your Individual Responsibility Plan (IRP) to identify these goals and steps.
3. Develop a budget plan with your case manager that shows how you will meet your monthly rental obligation for each month of [Program Name] participation. If you receive TANF, your budget plan may also be a part of your IRP.
4. Stay in regular touch with your case manager.
5. During the first three months of the program, your case manager will want to meet with/talk to you weekly about your goals, challenges, and progress. Two of the visits must be in person, and at least one will be in your home while your children are present.
6. After the first three months, you and your case manager will decide how frequently you will meet based on your progress so far. There must, however, be at least one (1) home visit per month.
7. If you are a TANF recipient, you must demonstrate activity in achieving goals identified in your Individual Responsibility Plan (IRP). If you are not a TANF recipient or if you have another set of goals as identified in subsection (a) above, you must demonstrate activity in the plan you developed with your case manager. If there has been no progress made and no action in areas for which you are responsible, you and your case manager shall review your obligations under the [Program Name] Client and Case Manager Roles & Responsibilities Agreement, which you signed, and as explained in these Program Rules.
8. You and your case manager will reassess your goals every three months, and during that assessment, you must share proof of your income during the last thirty (30) days.
9. Ensure that your children are regularly attending school or a daycare program.
10. Contact your case manager immediately and BEFORE your rent payment is due if you believe you will have trouble paying your monthly portion on time. If you fail to pay your share of the rental payment on time, you shall be in danger of violating your lease with the landlord and may face the consequences for failure to pay rent, including termination from this program and eviction, as set forth in the lease.
11. If you will be out of your unit for more than thirty (30) consecutive days for any reason, including vacation or an emergency, you must contact your case manager in order to obtain Program authorization. You and your case manager will establish a plan to: i) allow the two of you to remain in contact while you are gone; and ii) ensure that your portion of the rent is timely paid while you are gone. The failure to obtain Program authorization for being out of your unit for more than thirty (30) consecutive days is a violation of these Program Rules and may result in your termination from [Program Name].
12. Report increases and decreases in your total monthly household income in writing to your case manager immediately and no later than fifteen (15) days of any decrease in income of fifty dollars ($50) or more. If you experience a decrease in your total monthly income that is equal to or greater than fifty dollars ($50), your rental contribution will be re-calculated. If you experience a decrease in monthly income of less than fifty dollars ($50), you may request that a recalculation be conducted.
13. Work expeditiously toward economic self-sufficiency in order to achieve your long-term permanent housing solution. [Provider] will assist you with referrals to appropriate mainstream and community-based services that can support your efforts to become economically self-sufficient. To the extent that you are eligible for similar DHS-funded housing or rental assistance programs, [Provider] may assist you in applying for those programs.

2. Education, Employment, or Employment Training

1. If you do not have a high school diploma, you must enroll in a General Education Development (GED) or external diploma program or a job skills program.
2. Case managers will assist in identifying appropriate employment training programs.
3. You are expected to follow up on referrals to appropriate training programs, to participate in all scheduled classes in the chosen program, and to successfully complete the education or training program.
4. Failure to comply with these requirements is a violation of these Program Rules.

3. Financial Planning

a) You are required to abide by your budget plan.

b) You must contribute the required portion of your rental payment directly to your landlord each month on time.

c) If you receive TANF benefits, you may participate in the TANF vendor payment program for your rental amount.

d) With the assistance of [Provider], you must obtain credit reports and credit scores. You should work with your case manager to correct errors on the credit reports, to establish payment plans, and to improve credit scores, among other activities.

e) Failure to comply with these requirements is a violation of these Program Rules.

4. Permanent Housing

* + - * 1. The goal of [Program Name] is to assist households in addressing housing barriers such as income, credit, budgeting, and tenancy issues that have previously made rental housing without a subsidy unachievable. The expectation is that the majority of households will exit [Program Name] successfully and have the ability to pay the total monthly rent for their unit, without a subsidy, on time in less than twelve (12) months. You have the option of staying in your current unit after your subsidy ends if you can maintain the rent. Should you wish to relocate, you can do that as well in accordance with the guidelines of your lease.
				2. Some households who are currently on the DCHA waitlist for a voucher may be able to use [Program Name] as a bridge to a DCHA voucher. However, the registration list for housing through DCHA is closed. If you submitted an application to DCHA prior to April 2014, you should update your application every year to remain active on the registration list.
				3. Some households may be eligible and prioritized for additional subsidy programs including Permanent Supportive Housing and Targeted Affordable Housing. If you meet the prioritization threshold and have your application accepted by DCHA, you may be able to stay in your current unit with the new subsidy.
1. **[PROGRAM NAME] RENTAL SUBSIDY & PARTICIPANT’S RENTAL COSTS**
2. You must contribute a minimum of forty percent (40%) and a maximum of sixty percent (60%) of your adjusted annual income toward housing costs as determined by DHS or its designee. You have a right to a reconsideration of the initial calculation and any recalculation, at any time. Such requests must be made in writing to [Provider], [Program Name].
3. If you are eligible, [Program Name] will provide you with an initial rental subsidy for three (3) months, as determined by DHS or [Provider]. Additional extensions of the subsidy up to a total of twelve (12) months or less may be granted and are dependent upon whether you need additional assistance to regain housing stability and have made a good faith effort to participate in case management services. Housing assistance must be spent on rent. Additional funds may be allocated to you based on your need, progress on the plan you have developed with your case manager or your IRP, and available resources.
4. DHS (or its designated Provider, contractors/sub-contractors, or DCHA) shall disburse these funds on behalf of [Program Name] Participants to landlords and other vendors as applicable.
5. When 60% or less of your adjusted gross monthly household income is sufficient to pay 100% of your monthly rent amount, you will be successfully exited from the program.
6. Once your [Program Name] assistance period ends, you may continue to reside in the housing unit in accordance with the terms of your lease. You shall be responsible for paying all housing and household expenses.
7. In rare cases and if funding is available, [Program Name] assistance may be granted beyond 12 months.  To be eligible for an extension, a [Program Name] participant must be: 1) actively engaged with case management since program enrollment, 2) making significant progress on their plan, and 3) working towards completion of a specific goal that is expected to help with housing stability and which is expected to be completed within the next 3-6 months (e.g., completion of a job training program or vocational skills course).   You should discuss any potential extension beyond 12 months with your case manager at least ninety (90) days before you reach the 12-month limit.
8. **[PROGRAM NAME] PARTICIPANT’S RESPONSIBILITIES**
9. You must follow all Program Rules in this packet.
10. Participation in [Program Name]:
11. You must participate in Case Management, as described in Section E of these Program Rules.
12. You must seek a housing unit that meets the Unit Requirements listed in Section C of these Program Rules.
13. You must seek employment, education, or training when appropriate.
14. Once you are enrolled in [Program Name], you must pay your portion of the rent as determined by DHS or [Program Name] on time each month, and any utilities you are obligated to pay as outlined in your lease.
15. You must abide by the rules and guidelines of the lease that you have signed.
16. Alcohol, drugs, violence. You must *not* do any of the following while you are a [Program Name] Participant:
17. possess or sell illegal drugs in the unit subsidized by [Program Name];
18. possess a weapon in the unit subsidized by [Program Name];
19. assault or batter any person, or threaten to do so, in the unit subsidized by [Program Name];
20. commit any other acts that endanger the health or safety of yourself or any other individual in the unit subsidized by [Program Name]; or
21. intentionally or maliciously vandalize, destroy, or steal the property of any person in the unit subsidized by [Program Name].
22. Children. It is your responsibility to:
23. Ensure that school-aged children in your physical custody are enrolled in school.
24. Ensure children in your physical custody receive appropriate supervision.
25. Use child care services when necessary to enable you to seek employment or housing or to attend school or training, when appropriate, unless you meet an exemption under the District’s laws and rules governing the Temporary Assistance for Needy Families (TANF) program. (*See* D.C. Official Code § 4-205.19g or 29 DCMR § 5809.4 (b)-(e), or as revised.)
26. Respect and Cleanliness
27. You must respect the safety, personal rights, and private property of [Program Name] and [Provider]’s staff and other residents.
28. You must maintain your housing unit in a clean manner.
29. You must use communal areas appropriately, with attention to cleanliness and respect for the interests of other residents.
30. You are responsible for your own personal property.
31. **[PROGRAM NAME] PARTICIPANT’S RIGHTS**
32. You have the right to be treated fairly and respectfully.
33. You have the right to be treated with dignity and respect by [Program Name], [Provider], and DHS staff.
34. You have the right to access homeless services free from discrimination on the basis of race, color, religion, national origin, language, culture, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, and place of residence or business, as required by the following laws:

**District of Columbia Human Rights Act (D.C. Official Code § 2-1401 *et seq*.)**

**Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 *et seq*.)**

**Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq*.)**

**Title II of the Civil Rights Act of 1964 (42 U.S.C. § 2000a et *seq.)***

**Language Access Act of 2004 (D.C. Law 15-167; D.C. Official Code § 2-1931 *et seq*.)**

1. You have the right to access services free from verbal, emotional, sexual, financial, and physical abuse and exploitation.
2. You have the right to practice or not to practice a religion.
3. You have the right to be treated in all ways in accordance with your gender identity and expression, including:
4. use of gender-specific facilities including restrooms, showers, and locker rooms;
5. being addressed in accordance with your gender identity and expression;
6. having documentation reflect your gender identity and expression;
7. being free from dress codes that are in conflict your gender identity and expression;
8. confidentiality of information regarding your gender identity and expression; and
9. being free from discrimination in the provision of health care and mental health services related to your gender identity and expression.
10. You have a right to be free from testing for drugs or alcohol except:
11. When [Program Name] guidelines or program eligibility requirements prohibit intoxication and a licensed social worker with experience identifying indications of drug or alcohol use or a certified addiction counselor determines that there is reasonable cause to believe that you are engaging in drug or alcohol use;
12. When you consent to drug or alcohol testing as part of your case management plan.
13. You have rights relating to your personal information:
14. At a reasonable time and with reasonable prior notice, you have the right to view and copy, or have someone you authorize view and copy, all records and information (both paper and electronic) that are related to you and kept by either DHS, [Provider], or [Program Name].
15. You have the right to confidential treatment of personal social, legal, financial, educational, and medical records information related to you or a member of your family by DHS, [Provider], [Program Name] in a manner consistent with the confidentiality requirements of District and federal law. This is true whether or not the information came from you, personally, or from another source.
16. Basic information about you, including your receipt of services, is stored in the D.C. Homeless Management Information System (HMIS). This city-wide data collection system provides a record for administering the program and evaluating the services provided to you. Your information will not be disclosed without your written consent, unless disclosure is required by law or permitted by law to meet funding, administrative, or research requirements.
17. You may request a copy of this agency’s privacy policy at any time.
18. You have the right to give input and feedback about [Program Name] services.
19. You have the right to be told the name and job title of any staff member delivering services.
20. You have the right to provide input and feedback to [Provider] or [Program Name] about delivery of services.
21. You have the right to file complaints with, testify before, or provide information to [Provider], [Program Name], DHS, the Mayor, or other appropriate offices regarding the delivery of services or your treatment.
22. You have the right to actively participate in the development of your service plan, be told of your progress, and receive a review of the service plan upon request.
23. You have the right to timely notice of decisions made by [Provider], [Program Name], or DHS that adversely affect your receipt of services, and you have the right to appeal any such decision through a Fair Hearing when required and permitted by the HSRA. (*See* Section J of these Program Rules for more information about your right to appeal.)
24. You have the right to continue to receive [Program Name] services without change while you wait for the final outcome of any Fair Hearing requested within fifteen (15) calendar days of receipt of written notice of the decision you are appealing that adversely affects your receipt of services. However, in cases of a non-emergency transfer, emergency transfer, emergency suspension, or emergency termination, this right does not apply.
25. You have the right to be free from retaliation, punishment, or sanction for exercising any rights provided in these Program Rules or under the HSRA.
26. You have the right to leave and return and to receive visitors:
27. You have the right to leave and return the unit in which you are housed under [Program Name] as long as you are not out of the unit for more than 30 consecutive days without Program authorization.
28. You have the right to meet and communicate privately with attorneys, advocates, clergy, physicians, and other professionals.
29. You have the right to receive visitors within the limits set by the lease of your unit.
30. You have the right to privacy:
31. You have the right to reasonable privacy in caring for personal needs and in maintaining personal living quarters.
32. You have the right to reasonable prior notice of the date, time, and name of the staff person making any routine inspections of your living quarters.
33. You have the right to be present or have another adult member of the family present at the time of any routine inspection.
34. You do not have the right to prior notice of an inspection or to be present during an inspection if, in the opinion of the Director of [Program Name], there is reasonable cause to believe that you are in possession of a substance or object that poses an imminent threat to the health and safety of yourself or others on the premises.
35. You have the right to conduct your own financial affairs, subject to the reasonable requirements of your service plan or of these Program Rules.
36. If you have a disability, you have the right to receive reasonable modifications to policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless DHS or [Provider] demonstrates that the modifications would fundamentally alter the nature of the services.
37. You have the right to request or have another person authorized to act on your behalf request a reasonable modification at any time, either verbally or in writing.
38. When you ask for a modification, you will be asked to fill out a modification/accommodation request form. If you are unable to fill out the form, a staff person or your case manager will help you.
39. If an immediate modification is required and evident, then [Provider] may conditionally approve the request until a final decision is made.
40. Once a decision is made you will receive notification as to whether the request was approved or denied:
	* + If your request is approved, it may be granted immediately;
		+ If it is denied, you will be informed in writing.
41. If you wish to appeal the decision you may request a Fair Hearing from the Office of Administrative Hearings (OAH) (*See* Section J of these Program Rules for additional information about this process).
42. If you would like to file a complaint regarding your decision, you may make a complaint to the DHS ADA Coordinator at (202) 671-4200 or file a complaint with the D.C. Office of Human Rights at (202) 727-4559.
43. **[PROGRAM NAME]’S RIGHTS TO SANCTION, TRANSFER OR TERMINATE SERVICES**
	* 1. [Program Name] can use alternative sanctions for specified violations of the Program Rules.
		2. [Program Name] can TRANSFER you to another Provider.
44. You must receive 15 days’ oral and written notice of the transfer date and the reason for the transfer. However, in the case of an emergency transfer, this does not apply.
45. You can be transferred through direct arrangements with another shelter, housing organization or program, or with central intake.
46. You can be transferred when you consent to the transfer.
47. You can be transferred without your consent if:
* [Provider] or [Program Name] identifies and secures a placement with another shelter or housing organization that more appropriately meets your medical, mental health, behavioral, or rehabilitative service needs; OR
* You do not comply with the Rules and Responsibilities listed in these Program Rules, and you have received notice of the Rules. [Program Name] must make a good-faith effort to assist you with complying with the Program Rules.
	+ 1. [Program Name] can TERMINATE your rental subsidy and your [Program Name] case management services if you or a member of your household:
1. Possess a weapon in the unit subsidized by [Program Name];
2. Possess or sell illegal drugs in the unit subsidized by [Program Name];
3. Assault or batter any person in the unit subsidized by [Program Name];
4. Endanger your safety or the safety of others, including [Program Name]’s staff or DHS staff in the unit subsidized by [Program Name];
5. Intentionally or maliciously vandalize or destroy the unit subsidized by [Program Name] or steal the property of any person in the unit subsidized by [Program Name];
6. Fail to accept an offer of appropriate permanent housing or supportive housing that better serves your needs after having been offered two (2) appropriate permanent or supportive housing opportunities; or
7. Knowingly engage in repeated violations of the Program Rules.
8. In the case of a termination pursuant to sub-section f and g above, [Program Name] must have made reasonable efforts to help you overcome obstacles to permanent housing.
9. For the purposes of sub-section f above, Rapid Re-Housing shall be considered an offer of supportive housing and an offer of two (2) different units through [Program Name] shall be considered two (2) offers of supportive housing. In determining whether an offer of permanent or supportive housing is appropriate, the results of a research- or evidence-based assessment tool used as part of the decision to make an offer shall be given great weight.
	* 1. In cases of termination where the violation is not an imminent threat to the health and safety of the participant or others, [Program Name] must:
10. Give you 30 days oral and written notice of the termination date and reason for the termination.
11. Document that they have considered suspension or made a reasonable effort to transfer you, depending on the severity of the act leading to the termination.
	* 1. [Program Name] can transfer, suspend, or terminate your benefits IMMEDIATELY if you pose an imminent threat to yourself or others:
12. Your benefits may be immediately transferred, suspended, or terminated if you present an imminent threat to the health or safety of yourself or any other person, including [Program Name] Staff or DHS staff, in the housing unit subsidized by [Program Name].
13. [Program Name] is not required to give you prior written notice.
14. [Program Name] is required, however, to try to give you written notice at the time the action is taken.
15. If it is not possible or safe to give you written notice at the time of the action, [Program Name] is required to try to give you written notice within the next fifteen (15) days.
16. If [Program Name] is unable to locate or contact you, then [Program Name] must give you the written notice when you request it if less than 90 days has passed since the emergency transfer, suspension, or termination began.
17. [Program Name] must notify DHS immediately of the action taken against you.
18. Within 24 hours of receipt of the notification by DHS, DHS will issue a written decision as to whether the emergency transfer, suspension or termination can be upheld or denied.
19. [Program Name] is to give a copy of the completed Emergency Finding form to you as soon as reasonably possible after receiving the document from DHS.
20. If your whereabouts are unknown and [Program Name] has made reasonable efforts to find you, then [Program Name] shall retain a copy of the Emergency Finding form from DHS and deliver it to you if and when the opportunity arises.
21. If DHS denies the emergency action, then [Program Name] must immediately reinstate services to you.
22. If DHS upholds the emergency action, you may appeal the action through a Fair Hearing. (*See* Section J for information about this process).

# **YOUR RIGHT TO APPEAL**

1. Internal Mediation: If [Program Name] has a mediation program, you may have the right to mediate a problem through the internal mediation process.

2. Your Right to Appeal:

1. You also have the right to appeal any decision that adversely affects your receipt of services, when permitted by the HSRA. You also have the right to appeal any violation of the Common Standards that apply to [Program Name] or any violation of your rights listed in Section H of these Program Rules.
2. Your appeal is called a Fair Hearing and is held at the District of Columbia’s Office of Administrative Hearings (OAH).
3. You have the right to an Administrative Review before the Fair Hearing. The Administrative Review is less formal than a Fair Hearing and is conducted by an employee of DHS.
4. You have a right to timely (15 days before the decision takes effect) notice of any non-emergency termination, suspension for a period lasting ten (10) days or more, or transfer by [Program Name] that negatively affects your services.
5. You have the right to continue to receive services without change while you wait for the final outcome of any Fair Hearing that is requested within 15 calendar days of receipt of a written notice of a decision to terminate services in a non-emergency situation.
6. If you are requesting a Fair Hearing to appeal an emergency suspension, or emergency termination, you DO NOT have the right to receive services without change pending the final outcome of your Fair Hearing.

3. To Request a Fair Hearing:

1. Call the Office of Administrative Hearings at (202) 442-9094 OR send in a request for a Fair Hearing in writing to the Office of Administrative Hearings, 441 4th Street, N.W., Suite 450, Washington, D.C. 20001; or
2. Call the Family Services Administration at (202) 698-4170, or send in a request for a Fair Hearing in writing to the Family Services Administration, 64 New York Avenue, N.E., Washington, D.C. 20002; or
3. Tell a staff member from [Program Name] or your case manager that you want a Fair Hearing. By law, the staff member must help you make your request.

4. To Receive an Administrative Review:

1. You do not need to file a separate request for an Administrative Review. Once you request a Fair Hearing, DHS will conduct an Administrative Review of your appeal to determine its legal validity and, if possible, to reach an informal resolution.
2. A notice will be sent to you notifying you of the time, date, and place for the Administrative Review.
3. If you do not appear at the Administrative Review, you will still have the right to the Fair Hearing you requested.
4. The Office of Administrative Hearings will send you a notice of the date, time and place of the Fair Hearing.

5. Your rights at the Fair Hearing or Administrative Review:

1. You have the right to be represented by a lawyer (see below), relative, or any other person of your choice who is not an employee of the D.C. Government.
2. You have the right to bring witnesses or evidence that helps your case.

6. You may request free legal representation from:

1. *Bread for the City at (202) 265-2400 OR (202) 561-8587*
2. *Legal Aid Society of the District of Columbia at (202) 628-1161*
3. *The Washington Legal Clinic for the Homeless at (202) 328-5500*

7. You may file discrimination claims:

* If you think you have been discriminated against because of race, religion, color, sex, national origin, disability, personal appearance, age, marital status, sexual orientation or another basis, you may file a complaint with the D.C. Office of Human Rights at (202) 727-4559 within 365 days of the discrimination.
1. **BEHAVIOR REQUIREMENTS**
2. Health and Safety. Landlords may ask [Program Name] Participants for criminal history checks to qualify for an apartment. Apartments must be kept clean, neat, free of trash, and safe for children at all times.
3. Illegal Drugs, Weapons, and Prostitution
4. Illegal drugs and drug paraphernalia are not permitted in any [Program Name] Participant’s apartment or anywhere on the apartment complex property.
5. Visitors may not bring illegal drugs into any [Program Name] Participant’s apartment or anywhere on the premises. Persons under the influence of drugs should not visit any [Program Name] Participant’s apartment.
6. Using, selling, purchasing, or distributing any form of illegal drugs is strictly prohibited.
7. Weapons of any kind are not permitted in any [Program Name] Participant’s apartment.
8. Prostitution is strictly prohibited in any [Program Name] Participant’s apartment or anywhere on the apartment complex property.
9. General Conduct While in [Program Name]
10. [Program Name] Participants and their children are required to behave respectfully to one another and to [Program Name]’s case management staff.
11. Profanity and vulgar language are unacceptable and will not be tolerated.
12. All [Program Name] Participants must maintain quiet tones within their apartments, the hallways, and on apartment complex grounds.
13. Music may not be played so loud that it is heard outside or in another apartment.
14. Verbal or physical altercations and threats to others are strictly forbidden.
15. Parents are fully responsible for the actions, behavior, and care of their children.
16. [Program Name] Participants are not permitted to hang out of windows or to climb in and out of windows.
17. [Program Name] Participants are expected to abide by the terms of their lease agreement at all times.
18. [Program Name] Participants are responsible for the conduct of their visitors.
19. **PETS**

[Program Name] Participants are not permitted to have any types of pets or animals in their apartments except those allowed by their lease agreement. Exceptions to this rule will be made for service animals in accordance with this program’s reasonable accommodation policy and the Americans with Disabilities Act.

1. **ALTERNATIVE SANCTIONS**
2. If you fail to follow these rules or abide by the HSRA, you may receive a rule violation notice, an alternative sanction, or a warning letter. Please consult your case manager with any questions.
3. Depending on the seriousness of the violation, you may receive an alternative sanction that may include the loss of special privileges and imposition of additional responsibilities, including but not limited to:additional case management meetings, additional training classes, additional parenting classes, additional addiction treatment, suspension of a privilege, or other sanctions.
4. Staff will take steps to transfer or terminate a [Program Name] participant who continues to violate rules, as allowed by the HSRA. (*See* Section I of these Program Rules for more information.)
5. [Provider] or [Program Name] generally will not become involved in disputes between you and your landlord; however, if you have difficulty paying your portion of the rent, please contact your case manager as soon as possible.
6. **GRIEVANCE POLICY AND PROCEDURES**
7. If you have a concern or complaint about the quality of services provided, you are encouraged to attempt to work out the problem directly with the person involved.
8. If the outcome of this discussion is not satisfactory, you may begin the grievance procedure*.* The steps for initiating a grievance are:
9. Submit your concern or complaint in writing to the [Program Name] Program Director who has five (5) business days to meet with you to discuss the situation. At the conclusion of the meeting, the Program Director will explain the recommendation(s) to you. You will also receive the recommendations in writing on a grievance form. You will be asked to indicate whether or not you agree with his or her recommendation(s).
10. If you disagree, you may direct your grievance to the [Provider] Executive Director, who has seven (7) business days to meet with you. [Provider] Executive Director will make a recommendation. You will be asked whether or not you agree with his or her recommendation.
11. While this is the end of the internal grievance process, you have the right to file complaints or to appeal as described in Section J of these Program Rules. [Provider] Executive Director:

[Provider] Executive Director

Address

Washington, DC 20001

Phone: (202) xxx-xxxx

1. **ACKNOWLEDGEMENT #1**

I acknowledge that I have received, understand, and if I am accepted into [Program Name], I will accept the Program Rules of [Program Name]. I further understand that I will be required to enforce these rules with my entire family.

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

Participant’s Signature Printed Name Date

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

Signature of Co- Head of Household Printed Name Date

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

Signature of [Program Name] Staff Printed Name Date

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

[Program Name] Staff Person’s Title

1. **ACKNOWLEDGEMENT #2**

I acknowledge that I have received, understand, and I accept the Program Rules of [Program Name]. I further understand that I am required to enforce these rules with my entire family.

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

Participant’s Signature Printed Name Date

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

Signature of Co- Head of Household Printed Name Date

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

Signature of [Program Name] Staff Printed Name Date

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

[Program Name] Staff Person’s Title