Family Re-Housing and Stabilization Program

Effective as of January 2019

D.C. Department of Human Services

Approved by

Tamitha Davis-Rama, Administrator, DHS/FSA

Approval date: 7

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Program Rules for the Family Re-Housing and Stabilization Program (FRSP)  
A "Rapid Re-Housing" Program governed by the Homeless Services Reform Act of 2005, as amended (HSRA)

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A. **ELIGIBILITY CRITERIA**

1. An applicant unit shall be eligible to receive Family Re-Housing and Stabilization Program (FRSP) assistance if the applicant unit is a family, as defined in 29 DCMR § 7899, that:
   
   a) Is currently experiencing homelessness as defined by Section 2 of the Homeless Services Reform Act of 2005 (HSRA) (D.C. Law 16-35, D.C. Official Code§ 4-751.01(18), effective October 22, 2005), as amended, or is at risk of homelessness; and
   

2. Relevant factors for determining whether a household is appropriate for FRSP assistance include, but are not limited to:
   
   a) Current income;
   
   b) Expected future income;
   
   c) Rental history;
   
   d) Employment history;
   
   e) Employment potential based on job skills, certifications, or participation in a training or employment program;
   
   f) 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;
   
   g) Assessment on a uniform tool as selected by the Department of Human Services (OHS), 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;
   
   h) Identification by the District of Columbia Housing Authority (OCHA) or other subsidized housing provider, as a household that is reasonably likely to receive OCHA or other subsidized housing within approximately twelve (12) months;
   
   i) Willingness to take steps that could reasonably lead to increased income in the household; and
   
   j) 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 FRSP assistance and the type or amount of assistance needed. Failure to do so in a timely manner can result in a denial of eligibility.

B. **UNIT REQUIREMENTS**

1. To participate in FRSP, you must select a unit that:
   
   a) Meets the Rent Reasonableness standard, as determined by the D.C. Housing Authority (OCHA), unless approved by OHS or its designee; and
   
   b) Passes the FRSP housing inspection.
2. You 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. If you are receiving housing search assistance from your shelter case manager or other assigned case manager, you must view units in a timely manner. Failure to accept a unit after having been offered two (2) units that were available and met your stated needs may be a basis for termination from the FRSP.

*Note: Failure to select a FRSP-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 FRSP assistance.*

C. LEASE REQUIREMENTS

1. All adults listed on the FRSP application must be listed on the lease under their full legal name. Any adult who is added to the household following FRSP entry or moves in to the unit must also be added to the lease.

2. After selecting a unit that meets the FRSP Unit Requirements, you must submit a timely and complete application to the landlord.

3. After approval by the landlord, you shall accept the unit or must explain in writing to the case manager why the offer of the unit does not serve your needs.

*Note: Failure to submit a timely and complete application to the landlord or accept a FRSP-approved unit once approved by the landlord without a written justification constitutes a violation of these Program Rules and may result in termination from the FRSP.*

D. CASE MANAGEMENT

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

1. As a FRSP Participant, you shall:
   a) Identify, with help from your case manager, goals and specific steps to work towards successful completion of those goals/actions. If you are a recipient of Temporary Assistance for Needy Families (TANF) benefits, you may use your Individual Responsibility Plan (IRP) to identify these goals and steps.

   b) Develop a budget plan with your case manager that shows how you will meet your monthly rental obligation for each month of FRSP participation. If you receive TANF benefits, your budget plan may also be a part of your IRP.

   c) Stay in regular touch with your case manager.
i) 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.

ii) 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.

iii) 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 FRSP Client and Case Manager Roles & Responsibilities Agreement, which you signed, and as explained in these Program Rules.

iv) 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.

d) Ensure that your children are regularly attending school or a daycare program.

e) 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.

f) 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 both your portion of the rent and your rental subsidy are 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 may result in your rental subsidy not being paid.

g) 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.

h) Work toward economic self-sufficiency in order to achieve your long-term permanent housing solution. The 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 OHS-funded housing or rental assistance programs, The Provider may assist you in applying for those programs.
2. Education, Employment, or Employment Training
   a) If you do not have a high school diploma, you must enroll in a General Educational Development (GED) or external diploma program or a job skills program.
   b) Your Case Manager will assist you in identifying appropriate employment training programs.
   c) 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.
   d) 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 using one of the following options:
      • Pay directly to your landlord each month on time.
      • If enrolled in the Rental Partnership Initiative (RPI), pay your portion of the rental payment directly to D.C. Housing Authority (OCHA) each month, on time to the following address:
        Department of Human Services
        c/o OCHA - FRSP
        P.O. Box 49002
        Baltimore, MD 21297-4902
        When you make your rental payments to OCHA via RPI, you should use the invoice provided to you by OCHA.
   c) If you receive TANF benefits, you may participate in the TANF vendor payment program for your rental amount.
   d) With the assistance of your Case Manager, 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 update credit scores, among other activities.
   e) Failure to comply with these requirements is a violation of these Program Rules.

4. Permanent Housing
   a) The goal of the FRSP 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 FRSP 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.

   b) Some households who are currently on the OCHA waitlist for a voucher may be able to use the FRSP as a bridge to a OCHA voucher. However, the registration list for housing through OCHA is closed. If you submitted an application to OCHA prior to April 2014, you should update your application every year to remain active on the registration list.

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c) 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.

E. FRSP RENTAL SUBSIDY & PARTICIPANT'S RENTAL COSTS

1. 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 The Provider.

2. If you are eligible, you will receive an initial rental subsidy for three (3) months, as determined by The Community Partnership for the Prevention of Homelessness (TCP) or The Program. Additional extensions of the subsidy of up to six (6) months or less may be granted and are dependent upon whether you need additional FRSP assistance to regain housing stability and have made a good faith effort to participate in case management services. Your rental subsidy will be paid directly to your landlord. 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.

3. DHS or its designee shall disburse these FRSP funds on your behalf to your landlord and other vendors as applicable.

4. Funding assistance shall be terminated at any time if one of the following occurs:
   a) 60% or less of your adjusted gross monthly household income is sufficient to pay 100% of your monthly rent amount;
   b) Your actions constitute a reason for termination under the HSRA, specifically:
      i) Possession of a weapon on the premises of the property subsidized by the FRSP;
      ii) Possession or sale of illegal drugs on the premises of the property subsidized by the FRSP;
      iii) Assault or battery of any person on the premises of the property subsidized by the FRSP;
      iv) Endangering the safety of oneself or the safety of others on the premises of the property subsidized by the FRSP;
      v) Intentionally or maliciously vandalizing or destroying or stealing the property of any person on the premises of the property subsidized by the FRSP;
      vi) Failure to accept an offer of appropriate permanent housing or supportive housing that better serves the household's needs after being offered two (2) appropriate permanent or supportive housing opportunities in accordance with Section 22(a)(2)(F) of the HSRA (D.C. Law 16-35; D.C. Official Code § 4-754.36(a)(2)(F)); or,
      vii) Knowingly engaging in repeated violations of these Program Rules.
   c) In the case of a termination pursuant to sub-section (vi) and (vii) above, The Provider must have made reasonable efforts to help you overcome obstacles to permanent housing. For the purposes of sub-section (vi) above, Rapid Re-Housing shall
be considered an offer of supportive housing and an offer of two (2) different units through the FRSP 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 sure an offer shall be given great weight.

5. Once your FRSP 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.

6. In rare cases and if funding is available, FRSP assistance may be granted beyond 12 months. To be eligible for an extension, a FRSP 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.

F. FRSP PARTICIPANT'S RESPONSIBILITIES

1. You must follow all Program Rules in this packet.

2. Participation in the FRSP:
   a) You must regularly participate in Case Management, as described in Section D of these Program Rules.
   b) You must seek a housing unit that meets the Unit Requirements listed in Section B of these Program Rules.
   c) You must seek employment, education, or training when appropriate.
   d) Once you are enrolled in FRSP, you must pay your portion of the rent as determined by DHS or TCP on time each month, and any utilities you are obligated to pay as outlined in your lease.
   e) You must abide by the rules and guidelines of the lease that you have signed.
   f) You must participate in quarterly case management reviews (every three months).

3. Drugs, weapons, violence. You must not do any of the following while you are a FRSP Participant:
   a) possess or sell illegal drugs in the unit subsidized by FRSP;
   b) possess a weapon in the unit subsidized by FRSP;
   c) assault or batter any person, or threaten to do so, in the unit subsidized by FRSP;
   d) any other acts that endanger the health or safety of yourself or any other individual in the unit subsidized by FRSP.
   e) intentionally or maliciously vandalize, destroy, or steal the property of any person in the unit subsidized by FRSP.

4. Children. It is your responsibility to:
   a) Ensure that school-aged children in your physical custody are enrolled in school.
   b) Ensure children in your physical custody receive appropriate supervision.
c) 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.)

G. FRSP PARTICIPANT’S RIGHTS

1. You have the right to be treated fairly and respectfully.

2. You have the right to be treated with dignity and respect by the Provider and DHS staff.

3. 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.)
   Title II of the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

4. You have the right to access services free from verbal, emotional, sexual, financial, and physical abuse and exploitation.

5. You have the right to practice or not to practice a religion.

6. You have the right to be treated in all ways in accordance with your gender identity and expression, including:
   a) use of gender-specific facilities including restrooms, showers, and locker rooms;
   b) being addressed in accordance with your gender identity and expression;
   c) having documentation reflect your gender identity and expression;
   d) being free from dress codes that are in conflict your gender identity and expression;
   e) confidentiality of information regarding your gender identity and expression; and
   f) being free from discrimination in the provision of health care and mental health services related to your gender identity and expression.

7. You have a right to be free from testing for drugs or alcohol except when you consent to drug or alcohol testing as part of your case management plan.

8. You have rights relating to your personal information:
   a) 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 or the FRSP Provider.
b) 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, The Program, and TCP 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.

c) 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 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. You may request a copy of this agency's privacy policy at any time.

9. You have the right to give input and feedback about FRSP services.

10. You have the right to be told the name and job title of any staff member delivering services.
   a) You have the right to provide input and feedback to the FRSP Provider about delivery of services.
   b) You have the right to file complaints with, testify before, or provide information to The Program, TCP, DHS, the Mayor, or other appropriate offices regarding the delivery of services or your treatment.
   c) You have the right to participate in the development of your case management plan, assess your progress toward the goals of your case management plan, and review or update your case management plan on a regular basis, with the assistance and support of your case manager.

11. You have the right to timely notice of decisions made by The Program, TCP 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.

12. You have the right to continue to receive FRSP 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.

13. 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.

14. You have the right to leave and return and to receive visitors:
   a) You have the right to leave and return to the unit in which you are housed at will, in accordance with your lease or occupancy agreement.
   b) You have the right to meet and communicate privately with attorneys, advocates, clergy, physicians, and other professionals.
   c) You have the right to receive visitors in your housing unit or, if applicable, in the common area designated for such purposes, in accordance with your lease or occupancy agreement.
15. You have the right to be free from inspections by any person acting on behalf of The Program, TCP, DHS, or by a District agency administering the HSRA, with the following exceptions:
   a) You must participate in one unit inspection per year, as required for FRSP participation; or
   b) Your housing unit will be subject to inspection when, in the opinion of The Program, TCP, DHS, or another District agency, 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 you or any other person in your housing unit, and such reasonable cause is documented in your record.
   c) You have the right to be present or have another adult member of the family present at the time of any inspection, except in the circumstances described in subsection (b) above.
   d) You have the right to prior notice of any inspection, except in the circumstances described in subsection (b) above.
   e) You have the right to receive a housing inspection conducted in accordance with FRSP’s inspection requirements before moving into a housing unit, with a copy of the inspection report to be retained in your case file.

16. You have the right to conduct your own financial affairs, subject to the reasonable requirements of your budget and case management plan or of these Program Rules.

17. You have the right to associate and assemble peacefully with others, in accordance with your lease or occupancy agreement.

18. You have to right not to be responsible for the FRSP portion of your FRSP rental subsidy while you are in the program.

19. 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 the FRSP Provider demonstrates that the modifications would fundamentally alter the nature of the services.

20. 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.
   a) 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.
   b) If an immediate modification is required and evident, the Provider may conditionally approve the request until a final decision is made.
   c) 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.
   d) 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).
e) If you would like to file a complaint regarding your decision, you may make a complaint to the OHS American with Disabilities Act (ADA) Coordinator by phone at (202) 671-4438, by email at ADA.Services@dc.gov, or by fax at (202) 671-4409. You may also file a complaint with the D.C. Office of Human Rights at (202) 727-4559.

H. FRSP’S RIGHTS TO SANCTION, TRANSFER OR TERMINATE SERVICES

1. The Provider can use alternative sanctions for specified violations of the program.

2. The Provider or TCP can TRANSFER you to another FRSP Provider.
   a) 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.
   b) You can be transferred through direct arrangements with another shelter, housing organization or program, or with central intake.
   c) You can be transferred when you consent to the transfer.
   d) You can be transferred without your consent if:
      • The Provider 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. The Provider must make a good-faith effort to assist you with complying with the Provider’s Rules.

3. The Provider or TCP can TERMINATE your rental subsidy and your FRSP case management services if you or a member of your household:
   a) Possess a weapon in the unit subsidized by FRSP;
   b) Possess or sell illegal drugs in the unit subsidized by FRSP;
   c) Assault or batter any person in the unit subsidized by FRSP;
   d) Endanger your safety or the safety of others, including The Provider staff, TCP’s staff or OHS staff in the unit subsidized by FRSP;
   e) Intentionally or maliciously vandalize or destroy the unit subsidized by FRSP or steal the property of any person in the unit subsidized by FRSP;
   f) 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
   g) Knowingly engage in repeated violations of FRSP Program Rules.
   h) In the case of a termination pursuant to sub-section (f) and (g) above, The Provider must have made reasonable efforts to help you overcome obstacles to permanent housing.
   i) For the purposes of sub-section (f) above, Rapid Re-Housing and FRSP shall be considered an offer of supportive housing and an offer of two (2) different units through FRSP 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.
4. In cases of termination where the violation is not an imminent threat to the health and safety of the participant or others, The Provider must:
   a) Give you 15 days’ oral and written notice of the termination date and reason for the termination.
   b) 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.

5. The Provider can transfer, suspend, or terminate your benefits IMMEDIATELY or within 24 hours if you pose an imminent threat to yourself or others:
   a) Your benefits may be transferred, suspended, or terminated immediately or within 24 hours of the incident if you present an imminent threat to the health or safety of yourself or any other person in the housing unit subsidized by FRSP, The Provider staff, TCP staff, or DHS staff.
   b) The Provider is not required to give you prior written notice.
   c) The Provider is required, however, to try to give you written notice at the time the action is taken.
   d) If it is not possible or safe to give you written notice at the time of the action, The Provider is required to try to give you written notice within the next fifteen (15) days.
   e) If The Provider is unable to locate or contact you, The Provider 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.
   f) The Provider must notify DHS of the action taken against you at the time that it is taken.
   g) Within 24 hours of receipt of the notification by DHS, DHS will issue a written decision as to whether The Program’s emergency transfer, suspension or termination can be upheld or denied.
   h) The Provider is to give a copy of the completed Emergency Finding form to you as soon as reasonably possible after receiving the document from DHS.
   i) If your whereabouts are unknown and The Provider has made reasonable efforts to find you, The Provider shall retain a copy of the Emergency Finding form from DHS and deliver it to you if and when the opportunity arises.
   j) If DHS denies the emergency action, The Provider must immediately reinstate services to you.
   k) If DHS upholds the emergency action, you may appeal the action through a Fair Hearing (See Section J for information about this process).

I. **FRSP’S RIGHT TO EXIT YOU FROM THE PROGRAM**

1. The Provider or TCP may EXIT you from FRSP only when:
   a) i) Your time period for receiving FRSP assistance has run (in this case, the assistance cap of 12 months); ii) DHS or TCP determines that you cannot be recertified to continue receiving FRSP assistance; and iii) You were assigned to The Provider as your FRSP Provider for substantially all of your time in the program; or
   b) DHS or TCP determines that you are no longer eligible for services in FRSP.
2. A program exit is not the same as a termination, as described in section H.3 above.

J. YOUR RIGHT TO APPEAL

1. Grievance Procedures: The Provider has a grievance procedure, through which you have the right to mediate any problem. Please see Section Nor contact your case manager for more information.

2. Your Right to Appeal:
   a) 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 FRSP or any violation of your rights listed in Section G of these Program Rules.
   b) Your appeal is called a Fair Hearing and is held at the District of Columbia's Office of Administrative Hearings (OAH).
   c) 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 OHS.
   d) 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 the FRSP Provider that negatively affects your services.
   e) You have the right to notice of any program exit at least 30 days before the effective date of the program exit.
   f) 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.
   g) 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:
   a) 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
   b) 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
   c) Tell a staff member from your FRSP Provider 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:
   a) You do not need to file a separate request for an Administrative Review. Once you request a Fair Hearing, OHS will conduct an Administrative Review of your appeal to determine its legal validity and, if possible, to reach an informal resolution.
   b) A notice will be sent to you notifying you of the time, date, and place for the Administrative Review.
c) If you do not appear at the Administrative Review, you will still have the right to the Fair Hearing you requested.
d) 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:
a) 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.
b) You have the right to bring witnesses or evidence that helps your case.

6. You may request free legal assistance from:
a) Bread for the City at (202) 265-2400 OR (202) 561-8587  
b) legal Aid Society of the District of Columbia at (202) 628-1161  
c) 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.

K. BEHAVIOR REQUIREMENTS

1. Health and Safety.
   a) Landlords may ask FRSP 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.

2. Illegal Drugs, Weapons, and Prostitution
   a) Illegal drugs and drug paraphernalia are not permitted in any FRSP Participant's apartment or anywhere on the apartment complex property.
   b) Visitors may not bring illegal drugs into any FRSP Participant's apartment or anywhere on the premises where your apartment is located. Persons under the influence of drugs should not visit any FRSP Participant's apartment.
   c) Using, selling, purchasing, or distributing any form of illegal drugs is strictly prohibited.
   d) Weapons of any kind are not permitted in any FRSP Participant's apartment.
   e) Prostitution is strictly prohibited in any FRSP Participant's apartment or anywhere on the apartment complex property.

3. General Conduct While in FRSP
   a) You and your children are required to behave respectfully to one another and to The Program' case management staff.
   b) Profanity and vulgar language are unacceptable and will not be tolerated.
   c) All FRSP Participants must maintain quiet tones within their apartments, the hallways, and on apartment complex grounds.
   d) Music may not be played so loud that it is heard outside or in another apartment.
   e) Verbal or physical altercations and threats to others are strictly forbidden.
   f) Parents are fully responsible for the actions, behavior, and care of their children.
g) FRSP Participants are not permitted to hang out of windows or to climb in and out of windows.

h) FRSP Participants are expected to abide by the terms of their lease agreement at all times.

i) FRSP Participants are responsible for the conduct of their visitors.

L. PETS
You are not permitted to have any types of pets or animals in your apartment except those allowed by your 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 or emotional support animals, in accordance with federal fair housing law.

M. ALTERNATIVE SANCTIONS
1. 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 FRSP case manager with any questions.

2. 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.

3. Staff will take steps to transfer or terminate a FRSP participant who continues to violate rules, as allowed by the HSRA. (See Section I of these Program Rules for more information.)

4. The FRSP Provider 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 FRSP case manager as soon as possible.

N. GRIEVANCE POLICY AND PROCEDURES
1. 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 and or with their supervisor.

2. If the outcome of this discussion is not satisfactory, you may begin the grievance procedure. The steps for initiating a grievance are:
   a) Submit your concern or complaint in writing to the Provider FRSP Program Director who has thee (3) business days to meet with you to discuss the situation. At the conclusion of the meeting, The Provider 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).
   b) If you disagree, you may direct your grievance to the Division Director who has three (3) business days after completion of level 1 to meet with you. The Division Director will explain the recommendation (s) to you. You will also receive the recommendations in writing.
   c) If you disagree, you may direct your grievance to the President and Chief Operating Officer (CEO) of The Provider of the Archdiocese of Washington, who will meet with you within three (3) days after completion on Level 2 to discuss your situation. The
President and CEO will explain and make a recommendation(s) to you. This is the final step in the process at The Program.

You will be asked whether or not you agree with his or her recommendation. 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. **Insert information regarding how your provider leadership can be reached** can be reached at:

Insert your Program Address here
0. **ACKNOWLEDGEMENT #1**

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

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FRSP Provider Staff Person’s Title
P. ACKNOWLEDGEMENT #2

I acknowledge that I have received, understand, and I accept The Provider Rules of the Family Re-Housing and Stabilization Program. 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 FRSP Provider Staff       Printed Name          Date

FRSP Provider Staff Person's Title