



# JUSTICE BRIDGE HOUSING PROGRAM

*A Successful Reentry Program of the  
Housing Authority of Union County, Pennsylvania*

## REPLICATION TOOLKIT



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November 2016

*prepared by*

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*funded by*

Bureau of Justice Assistance  
Office of Justice Programs, United States Department of Justice  
Award No. 2013-DB-BX-0042

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*“Securing housing is perhaps the most immediate challenge facing prisoners and jail inmates upon their release.... The process of obtaining housing is often complicated by a host of factors: the scarcity of affordable and available housing, legal barriers and regulations..., prejudices that restrict tenancy for this population, strict eligibility requirements for federally subsidized housing, and the fact that the families of many former inmates may not accept them into the household when they are released. Research has found that, among released inmates, those who do not have stable housing arrangements are more likely to return to prison than those with stable housing arrangements.”*

Amy L. Solomon, Jenny W.L. Osborne,  
Stefan F. LoBuglio, Jeff Mellow, Debbie A. Mukamal

*“Life After Lockup: Improving Reentry from Jail to the Community”*

Urban Institute, 2008

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## PREFACE



### **ZACH: “THAT PROGRAM SAVED MY LIFE”**

By age 21, Zach had been charged with more than 20 criminal offenses, 12 of these felonies, and was facing a state prison term if he violated terms of his probation.

Zach’s housing situation – living with parents who first exposed him to heavy marijuana use as a child, lived

far from town, and were not interested in helping him obtain counseling or employment or attend recovery meetings -- exacerbated his difficulties. Fortunately, Zach’s probation officer recommended him for the Justice Bridge Housing Program (JBHP) in Union County, Pennsylvania, the county of Zach’s court obligations. Zach was accepted and found an apartment with help from the Justice Bridge Program Manager. JBHP provided rental assistance to keep his housing affordable. Employment and his probation officer helped Zach keep his commitment to staying out of prison.

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*“[The Justice Bridge Housing Program] saved my life, really. Wholeheartedly, genuinely believe that.”*

*--Zach*

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By age 24, Zach was living with two roommates, paying all of his rent, while retaining the services and supervision provided by JBHP.



### **AMY: “GRATEFUL FOR [THIS] OPPORTUNITY”**

Amy’s children were aged 2 ½ and 1 ½ when she was accepted into the Justice Bridge Housing Program (JBHP) in Union County, Pennsylvania, her home county. Amy had been discharged from prison to a relative’s home, where she and her son and daughter lived with six other adults and three other children – a situation she described as “chaos.”

The JBHP enabled Amy to move to her own suitable and affordable rental housing, which

brought many benefits to Amy, chiefly a measure of financial security along with “routine, calmness, and peace.”

Amy obtained employment and saved money for college tuition. She continues her employment while attending school, majoring in Human Services, where she is gaining the knowledge and skills to work with abused or addicted women.

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*“I no longer have to be in fear over how I will care for my children and myself.”*

*--Amy*

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## INTRODUCTION

### Background

Since 2012, the Housing Authority of the County of Union, Pennsylvania, has administered the Justice Bridge Housing Program for men and women recently discharged from jail or prison. The program serves 12-14 individuals each year, providing rental assistance and support services. Justice Bridge has been successful according to many measures, chiefly by providing stability to participants, thus helping to keep them from re-offending; having low financial cost; reducing county jail costs; as a catalyst for bringing together housing, criminal justice, and human services sectors; and landlord satisfaction. The Bureau of Justice Assistance (BJA) of the United States Department of Justice was so favorably impressed by the Justice Bridge Housing Program that it provided funding for evaluating and replicating the program. This toolkit is a result of BJA's desire that housing authorities or other entities elsewhere in Pennsylvania and in other states replicate the Justice Bridge Housing Program.

### The Purpose of this Toolkit

This toolkit is intended to be a guide for local groups or organizations that are interested in establishing housing for people reentering the local community after discharge from jail or prison. The particular model presented here is a housing program administered by a public housing authority. However, it is recognized that housing authorities generally do not act unilaterally, and that a successful justice bridge housing program needs a triumvirate of housing, criminal justice and human service partners. Further, any of these partners, especially Criminal Justice Advisory Boards (CJABs), Reentry Management Organizations and others concerned about the needs and issues of the reentering justice-involved population may be the moving force in initiating a justice bridge housing program.

This toolkit answers “what?” “why?” and “how?” questions for interested entities:

- **Section A** answers the question “*what?*” by describing the critical link between housing and successful entry, and describing Union County’s Justice Bridge Housing Program, its history and key components.

- **Section B** answers the question “*why?*” by aiding communities to investigate the need for a justice bridge housing program and how it might address their reentry housing needs.
- **Section C** answers the question “*how?*” by assisting communities to formulate the program, including setting program goals, objectives, policies, criteria and procedures.
- **Section D** also answers the question “*how?*” by providing the nuts and bolts for implementing and evaluating a justice bridge housing program.



- **Tool 1, “Start-Up Considerations,”** gives tips on finding a champion for your reentry program and identifying and engaging key community stakeholders.



- **Tool 2, “Talking Points for Stakeholders,”** suggests points to make when communicating with private landlords, the general public, and local public officials, to gain their support.



- **Tool 3 consists of documents and forms** helpful to program implementation: the Union County participant selection criteria; the “Criminal Justice Risk and Needs Assessment Triage” used to screen applicants; forms related to rental assistance; and the Housing Authority’s Amendment to its Administrative Plan, allowing Justice Bridge participants to be eligible for Housing Choice Vouchers.



- **Tool 4, “Decoding Criminal Justice Language: A Glossary for Personnel of Public Housing Authorities”** translates criminal justice terminology for housing experts.



- **Tool 5, “Decoding Housing Language: A Glossary for Criminal Justice Personnel”** translates housing terminology for criminal justice experts.



- **Tool 6, “Funding Sources,”** explains potential funding sources for sustaining program revenue.



- **Tool 7, “In Their Own Words: Hearing from Justice Bridge Housing Participants,”** reports on the program’s impact through interviews with participants.

## SECTION A: OVERVIEW OF THE JUSTICE BRIDGE HOUSING PROGRAM

This section is written for:

- ☑ Housing authorities
- ☑ County and/or local officials
- ☑ Criminal Justice Advisory Boards (CJABs)
- ☑ Reentry Management Organizations (RMOs)
- ☑ Others interested in determining whether the Justice Bridge Housing Program is an appropriate model for your community.

### A.1: The Critical Link between Housing and Successful Reentry

Reentry is considered “successful” when the discharged inmate does not “recidivate.” Although the term “recidivism” does not have one standard definition, the definition used here is from the Pennsylvania Department of Corrections: a discharged inmate “recidivates” at the time of his or her first rearrest or reincarceration. According to this definition, the recidivism rate in Pennsylvania has been 60% for many years, which is below the national rate of 68%. As of fall 2015, the recidivism rate was 53% for people discharged from jail in Union County, Pennsylvania. (See Glossary, *Tool 4*, for definition of “recidivism.”)



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*“The Justice Bridge Housing Program helps me feel a sense of independence. I’m able to have my own place and get help at the same time.... It gives me a sense of completion – some validation that somebody trusted me enough to want to fund me and help with housing.”*

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*-- Desirae*

The first year after release is the time of highest risk for recidivism “when the strains and obstacles of reentry often are most pronounced.”<sup>1</sup> According to criminologists, the risk factors for recidivism are (1) the way the person thinks (“anti-social cognition”), (2) anti-social personality, (3) peer relations – i.e., associating with anti-social companions, (4) family dysfunction, (5) abuse of drugs or alcohol, (6) lack of education, (7) lack of employment, and (8) use of leisure time. In addition, discharged inmates tend to have few or weak community connections.<sup>2</sup>

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<sup>1</sup> Garland, B.; Wodahl, E. J.; & Mayfield, J. (2011). Prisoner reentry in a small metropolitan community: Obstacles and policy recommendations. *Criminal Justice Policy Review* 22(1) 90–110.

<sup>2</sup> American Community Corrections Institute. <http://www.offendercorrections.com>; Carey, Mark (2013). *Applying research evidence to achieve public safety*. Presentation at the 2013 Annual

While homelessness does not cause a person to commit a crime, numerous studies have concluded that stable housing is correlated with reduced likelihood of recidivism.<sup>3</sup> This is because residing in safe and affordable housing creates a living situation in which other needs can more easily be met. For example, a study of men and women released from prison in Ohio indicated that unstable housing correlated with fewer positive personal relationships and community connections along with higher levels of anti-social peer relationships.<sup>4</sup> It follows, then, that people who are discharged from prison without stable housing are at higher risk of recidivism.

The corollary to this is that, when people do have access to housing, they are more likely to also have access to positive social relationships and community connections. They can obtain information, resources, and benefits, and generally feel secure in the larger society. Stable housing helps people more easily access jobs and transportation. Researchers who studied reentry housing programs for ex-offenders at high risk of recidivism in Washington State concluded: Averting homelessness or transience by providing stable housing is likely to reduce exposure to deviant peers, social stigma, and the violation of public order laws related to living and working on the street, and increase exposure to pro-social networks, constructive activities, and a sense of safety and well-being

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Conference of Pennsylvania Community Justice Advisory Boards, October 29, 2013, State College, PA; Northampton County, Pennsylvania Department of Corrections (2013). *Strategic plan for reentry*. Easton, PA: Northampton County, Pennsylvania Department of Corrections.

<sup>3</sup> Baillargeon, J.; Hoge, S. K.; & Penn, J. V. (2010). Addressing the challenge of community reentry among released inmates with serious mental illness. *American Journal of Community Psychology* 46, 361-375; Diana T. Myers & Assoc., Inc.; & Griffin, P. (2009). Mentally ill offender housing needs assessment for Centre County. Glenside, PA: Diana T. Myers & Assoc., Inc.; Lutze, F. E.; Rosky, J. W.; & Hamilton, Z. K. (2014). Homelessness and reentry: A multisite outcome evaluation of Washington State's reentry housing program for high risk offenders. *Criminal Justice and Behavior* 41(4), 471-491; Makario, M.; Steiner, B.; & Travis, L.F. III. (2010). Examining the predictors of recidivism among men and women released from prison in Ohio. *Criminal Justice and Behavior* 37 (12), 1377-1391; Rydberg, J.; Grommon, E.; Heubner, B. M.; & Bynum, T. (2014). The effect of statewide residency restrictions on sex offender post-release housing mobility. *Justice Quarterly* 31(2), 421-444; Solomon, A. L.; Osborne, J. W. L.; LoBuglio, S. F.; Mellow, J.; & Mukamal, D. A. (2008). Life after lockup: Improving reentry from jail to the community. Washington, D. C.: Urban Institute; Walker, A.; Hempel, L.; Unnithan, N. P.; & Pogrebin, M. R. (2014). Parole reentry and social capital: The centrality of homelessness. *Journal of Poverty* 18(3), 315-334.

<sup>4</sup> Makario, M.; Steiner, B.; & Travis, L.F. III. (2010). Examining the predictors of recidivism among men and women released from prison in Ohio. *Criminal Justice and Behavior* 37 (12), 1377-1391.

conducive to participating in treatment and other services.<sup>5</sup>

The Justice Bridge Housing Program provides housing to recently discharged inmates that is safe, affordable, and secure. The program helps create a living situation in which participants have the opportunity to connect to community, build positive relationships, and have access to employment and education. All these things reduce their risk of recidivism. *After four years of operation, the recidivism rate of Justice Bridge was 22%, far below both the county recidivism rate of 53% and the state recidivism rate of 60%.* This outcome is especially significant since every Justice Bridge participant has been assessed as high risk of recidivism, while the county and state rates include all ex-offenders – those at low and medium risk as well as at high risk.



See Tool 7: *In Their Own Words: Hearing from Justice Bridge Housing Program Participants*, for articulation of the impact of the program on the lives of program participants.

## **A.2: The Union County Justice Bridge Housing Program: A Proven Model**

Stable, affordable housing is a critical component of reentry for persons with justice involvement. Further, the chances for successful reentry increase dramatically if the individual obtains stable affordable housing quickly following release from jail. Unfortunately, finding appropriate housing for individuals with justice involvement has proven to be difficult. As a result, many individuals are remaining in jail for an extended period of time beyond their minimum sentences, solely due to the lack of an approved housing plan. This not only impedes reentry, but also incurs costs. Innovative, practical solutions to this problem are needed. The JBHP provides that type of solution.

Months of planning by organizations representing criminal justice, housing, and human services came to fruition in November 2012 when the Housing Authority of Union County, Pennsylvania (hereafter the Union PHA) accepted the first three participants in the Justice Bridge Housing Program (JBHP), which grew by the third year to 14 participants, and has consistently served 12-14 people annually since then. Justice Bridge is an innovative tenant-based rental assistance model for housing non-violent inmates who are about to complete the minimum length of their jail sentence or otherwise are to be discharged within two months from jail or prison. Participants must also be at high risk for recidivism, often due to the

<sup>5</sup> Lutze, F. E.; Rosky, J. W.; & Hamilton, Z. K. (2014). Homelessness and reentry: A multisite outcome evaluation of Washington State's reentry housing program for high risk offenders. *Criminal Justice and Behavior* 41(4), p. 473.

lack of a viable housing plan. JBHP provides short term rental assistance to enable individuals to “bridge” the period until they can transition to permanent housing.

### Purpose of the Program

The purpose of Justice Bridge is to reduce recidivism of participants by providing safe and affordable housing along with appropriate supportive services as needed. Operated by the Union PHA, the program demonstrates how public housing authorities across the nation can be a critical component of a justice-involved individual’s reentry strategy. The Union PHA utilizes its expertise with the Housing Choice Voucher program (Section 8, hereafter HCV) as the core of JBHP. Non-HUD financial resources are used to provide rental assistance as a temporary bridge between discharge from incarceration and obtaining permanent housing, which in Union County is 6-12 months. At the end of this bridge period participants may transfer in place into the HCV program, or, if they become financially self-sufficient, they may transition – also in place -- into an unsubsidized lease. Along with the provision of safe, affordable housing, JBHP includes an array of support services. While in JBHP, in addition to services provided through the criminal justice system (Probation and Parole, Drug Treatment Court, and/or Day Reporting Center), mental health treatment, substance use disorder recovery, and life skills including budgeting and tenant responsibilities are routinely offered to participants. The Housing Authority also provides a financial self-sufficiency incentive, modeled on the Housing Choice Voucher Family Self-Sufficiency program.

### Cross Sector Collaboration

In addition to the rental assistance, JBHP is supported by a cross-sector collaboration consisting of representatives from the county criminal justice and human service systems (including personnel from mental health and social services provider organizations) along with the Union PHA executive director and JBHP Manager. This collaborative group, called the JBHP Coordination Panel, meets monthly and serves the following functions:

- selects participants;
- monitors their progress;
- provides parole, probation, and support services; and
- assists the PHA in on-going decision making.

Members of the JBHP Panel are also part of Union County’s Criminal Justice Advisory Board (CJAB).



### Benefits of the JBHP



Justice Bridge has proven to result in multiple benefits to the County, the community at large, the participants themselves, and to participants' families, particularly their children. Most importantly, it meets its overall purpose – reducing recidivism. 22% of Justice Bridge participants have recidivated, which contrasts favorably to the average 50% recidivism rate of justice-involved individuals from the Union County criminal justice system, and the state's average of 60%. JBHP supports the difficult transition to a productive life outside of jail or prison. *See Tool 7, "In Their Own Words: Hearing from Justice Bridge Housing Participants."*

The program is also cost-effective, reducing County jail costs by substituting time spent incarcerated with the lower-cost alternative of housing in the community during parole. JBHP reduces future County criminal justice costs as well, since participants are much less likely to re-offend and return to jail. These savings are especially significant because the program assists those with a high risk for recidivism. The services component of JBHP -- access to mental and physical health care, addiction recovery, case management, employment assistance, and other social services -- together help provide participants with the opportunity to be productive community citizens and taxpayers. Over time, this reduces reliance on public benefits such as TANF, food stamps, and Medicaid. Finally, with stable housing, participants are able to provide an appropriate environment in which to parent their children, which in turn increases children's health outcomes, psychological well-being and school permanency.

### A.3: Precursors to Justice Bridge: Union County's Story

There were a number of significant program pre-cursors to the Justice Bridge Housing Program that lead to the program's success. Key pre-cursors were:

- ☑ **A public culture that encouraged cost-effective innovation, in human services in general and for justice-involved individuals in particular**  
Union County was a particularly hospitable environment in which to develop and implement the Justice Bridge Housing Program. Its public culture was collaborative, oriented toward best practices, and focused on cost-effective services for all county residents. In addition, Union County had positive experience with both their Drug Treatment Court and Day Reporting Center, which led to a willingness to try other less-traditional interventions within the local criminal justice system.



☑ **A well-respected political champion**

At least some of the credit for building such a welcoming public culture can be attributed to the chair of the County Board of Commissioners, who was a political champion of JBHP. His personal experience as an employer of justice-involved people had convinced him of the necessity of providing opportunities for reentering persons to become productive citizens. This Commissioner championed first the Treatment Court, then the Day Reporting Center, and then advocated for the Justice Bridge Program. He has urged, “Look at the big picture. We are taking individuals who are tax burdens and turning them into tax payers. Now the whole community benefits!” This Commissioner believes in “investing in people -- whether they be county employees or people in the criminal justice system.”

☑ **An active Criminal Justice Advisory Board (CJAB)**

In addition to an existing hospitable public culture and political champion, JBHP also grew out of an active Criminal Justice Advisory Board (CJAB), which included participation of the chair of the Board of Commissioners, along with a proactive CJAB regional coordinator representing the Pennsylvania Commission on Crime and Delinquency (PCCD). (PCCD was founded in 1978 with the mission to coordinate local and state criminal justice systems on behalf of the governor’s office.) After one CJAB meeting, during coffee together, the Commissioners’ Chair and CJAB regional coordinator discussed the CJAB’s need for a housing expert. So they “walked across the street” to the offices of Union’s public housing authority and asked its executive director to join the CJAB. Later, it was the regional coordinator who recommended that Union PHA apply for initial funding for what became the Justice Bridge Housing Program.

☑ **A public housing authority already concerned about reentry housing needs and with significant resources to bring to implementation of the program**

The resources of the Housing Authority of Union County itself became core components of the Justice Bridge Housing Program as it was developed. Chief among these resources was its **expertise** with the Housing Choice Voucher Program (HCV), a national tenant-based rental assistance program for income-eligible households funded by the U. S. Department of Housing and Urban Development (HUD). Union PHA used the HCV program as a model for housing policies and procedures for Justice Bridge.

Secondly, the Union PHA had extant **relationships with landlords** already participating in their tenant-based rental assistance programs, and a reputation with landlords for effective program administration. In addition,

the JBHP is able to provide limited incentives beyond those offered through the HCV program in order to meet individual participant needs. For example, the initial funding source for JBHP allowed the Union PHA to offer landlords an incentive rental amount and additional security deposit to encourage participation in Justice Bridge. The PHA also takes into account court costs and fees when calculating participants' share of monthly rent.

The availability of **Housing Choice Vouchers** at the time JBHP was established was a third major resource of the Union PHA. Housing Choice Vouchers provide affordable housing through federally-funded subsidies on a permanent basis, as long as the voucher-holder meets eligibility criteria, primarily income. Therefore, Union PHA anticipated that the Justice Bridge Housing Program would truly become a "bridge" from its time-limited rental assistance to permanent affordable housing provided through the Housing Choice Voucher Program.

A fourth resource of Union County's Housing Authority was its experience with the **Family Self-Sufficiency program**, which is available to Housing Choice voucher holders. Family Self-Sufficiency is made available to participants in JBHP. Provided by the local Community Action Agency, Family Self-Sufficiency includes case management and incentives to increase earned income, which are primarily matched funds to meet particular needs related to meeting employment or education goals. Because Family Self-Sufficiency proved to be successful with Housing Choice Voucher Program participants, Union PHA built resources for this program into its funding sources for Justice Bridge.

Finally, the Housing Authority of Union County had another type of resource that it brought to JBHP in the person of its Housing Choice Voucher **Coordinator**. She not only partners with the Housing Authority's executive director in overall administration of JBHP, but she also nurtures personal relationships with most everyone involved in the program – service providers and criminal justice personnel on the Selection and Review Panel, landlords, and the participants themselves. Landlords trust her to understand their business and property management concerns. Participants trust her balance between advocacy for and encouragement of them on one hand, and accountability standards on the other. Her warm and compassionate nature, along with high competence as an administrator, help bring about community acceptance of the program. Participants appreciate her practical helpfulness – especially helping to find

apartments which they cannot do while incarcerated, and making sure they have necessary household items.

**☑ A dedicated funding source to sustain Justice Bridge for the first two years**

The Pennsylvania Commission on Crime and Delinquency awarded a grant to the Union PHA for the purpose of creating the Justice Bridge Housing Program and sustaining it for two years. The grant was used for rental assistance and other direct program expense including program staff. As explained above, supportive services were funded by sources external to the Justice Bridge Program itself.

#### **A.4: The Model's Six Key Components**

The Justice Bridge Housing Program has the following six key components:

1. Defined target population. Participants selected for Justice Bridge are nonviolent, with ties to the County prior to incarceration, and at high risk for re-offending according to their score on the "Risk and Needs Triage" assessment tool.
2. Public Housing Authority operates the program. The PHA is a housing expert, with a mission of service to people unable to enter the private rental market. In addition, JBHP was envisioned as a "bridge housing program" in which tenant-based rental assistance is provided until transition to the Housing Choice Voucher program or private market housing.
3. Tenant-based rental assistance provided in accordance with the procedures of the Housing Choice Voucher program. The PHA's HCV Coordinator has on-going relationships with landlords and understands the intricacies of tenant-based rental assistance.
4. Probation/Parole Supervision of participants. The Department of Probation and Parole is an integral part of the Justice Bridge Housing Program. The Chief Probation Officer plays a key role in referring and assessing applicants as well as in supervision of participants throughout their time in Justice Bridge. This supervision serves as an incentive for landlords to house these individuals.
5. Community supportive services external to the Housing Authority. The Justice Bridge model integrates supportive serves with affordable housing. These services are provided by agencies other than the PHA, obtained through collaborations between the PHA and its JBHP community partners.

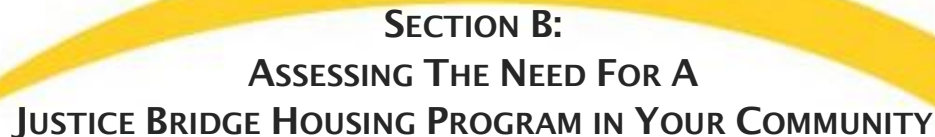
6. Collaboration. Cross-systems collaboration is essential to the effectiveness of the Justice Bridge Housing Program. Partnership between the housing, criminal justice, and human services systems is at the core of this program.

#### **A.5: Effective Use of this Replication Toolkit**

The negative consequences to both community and the ex-offenders themselves of homelessness, increased crime, untreated mental and physical illnesses, and on-going family destabilization, may be diminished by providing reentry housing. Participants of JBHP are more likely to have opportunities for health and employment, and to become productive members of their own communities. According to the Pennsylvania Department of Corrections, 90% of all inmates will return home someday. They are residents of every county's townships, boroughs, and cities.

This toolkit therefore provides a blueprint for redressing the lack of housing opportunities for people being discharged from jail or prison. It was prepared as a guidebook for replication of the Justice Bridge Housing Program, a successful reentry program. *It is important to note, however, that the authors recognize that adaptation to local circumstances may result in a more effective reentry housing program than an attempt to establish an exact duplicate of Union County's program.*





## SECTION B: ASSESSING THE NEED FOR A JUSTICE BRIDGE HOUSING PROGRAM IN YOUR COMMUNITY

---

This section is written for:

- ☒ Housing authorities
- ☒ County and/or local officials
- ☒ CJABs
- ☒ RMOs
- ☒ Others interested in determining whether the Justice Bridge Housing Program is an appropriate model for your community.

A needs assessment involves a number of factors, each of which is explained below. Together these comprise a feasibility study for a Justice Bridge Housing Program in your county or community.

While it is, of course, critically important to gain an understanding of your local re-entry population, it is just as important to identify potential and actual **collaborators or partners** in supporting the program. To be successful, JBHP requires participation by organizations across the spectrum of housing, criminal justice, and human services systems. In addition, a **widely-respected advocate** for the program – a “champion” – can lend credibility to JBHP from the outset. A feasibility assessment also includes preparation for public opposition. With (1) comprehensive knowledge of the need, (2) identification of supportive organizations and a champion, and (3) prepared response to opposition, you will be in good position to begin designing a Justice Bridge Housing Program.

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*“I’m happy. Believe it or not, I’m happy.... That I’m in the program is a miracle in my eyes. The Justice Bridge Housing Program is giving me the opportunity to get it together.”*  
--Scott

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### **B.1: Identify and Understand the Need in Your Community for a Reentry Housing Program**

In Union County, identification of need was triggered by discussion within the Criminal Justice Advisory Board (CJAB) about the limited capacity of Union County’s jail. The jail is small, consistently at capacity, and restricted to males only. As a result, all females who are sentenced, as well as many males, are sent to jails in nearby counties at a per diem cost to Union County. The CJAB was also concerned about inmates forced to “max out” their sentence – meaning they could not be discharged at the end of their initial release date – primarily due to lack of a discharge housing plan. Not only were these “max-out” inmates at high risk of

homelessness and recidivism, but by maxing out they were discharged without the supervision and assistance provided by Union's Probation and Parole department.

Considerations in your community. What is the need for reentry housing in your community? Is there a particular situation that has triggered realization of the need? Needs assessment requires research to answer questions such as these:

- What is the status of your county/local jail?
  - What is its capacity for male and for female inmates?
  - What is the average bed utilization rate?
  - Does your county/locality contract with jails in other counties/localities?
- What is the daily cost per inmate per day in your jail? Other jails contracted by your county/locality?
- What is the current recidivism rate in your county/locality?
- What are the typical barriers to successful reentry faced by discharged inmate?
- Are inmates remaining in jail beyond their initial release date due to the lack of housing? What is the average number of additional days served per inmate?
- What else can you learn about your community's reentry population?
  - Are they from county/local jail or the state prison system?
  - Are they primarily previous residents of your community, or are they moving in from other communities?
  - To what extent are discharged inmates staying in homeless shelters?

A number of sources will be helpful in obtaining this information including:

- Your county's CJAB
- Your county's Reentry Management Organization
- Your county's Department of Probation and Parole
- Your county's Warden
- Your county's Sheriff
- Your county's directors of homeless shelters
- State Department of Corrections, Office for Reentry

## **B.2: Establish Partnerships**

In Union County, the Justice Bridge Housing Program was developed as a collaborative effort from the start. The Housing Authority had become an active member of the Criminal Justice Advisory Board (CJAB). The chair of the county commissioners was also a CJAB member and became a champion of Justice Bridge. Other CJAB members included the county Department of Probation and Parole, warden, sheriff, behavioral health provider, and community action agency. Each of these then agreed to serve on the Justice Bridge Coordination Panel, which

was expanded to add a representative from the state correctional system and prisoner advocate. By informal agreement with the Union PHA, the behavioral health provider and community action agency have provided services to each JBHP participant.

Considerations in your community. As you identified the need for a Justice Bridge program, you contacted potential key partners such as the sheriff's and warden's offices, County Probation office, members of your county's Criminal Justice Advisory Board (CJAB) and/or Reentry Management Organization, and shelter providers in order to understand the extent of the need for reentry housing. Most likely the research undertaken during your needs assessment provided opportunities to explain a proposed Justice Bridge Housing Program. Partnerships with other organizations will also be necessary for a JBHP to be effective, particularly partnerships with health and human services providers.

**Tap Partners.** Building upon the communication outreach during your needs assessment, it is time to:

- Become a regular participant in CJAB meetings if you are not already.
- With the knowledge gained through Step 1 research, communicate again with the people who provided information to update them on the planning process of a JBHP to hear their initial response. Might they be interested in serving on a JBHP coordination panel?
- Determine the interest of service providers in partnering with a Justice Bridge program, especially mental health organizations, drug and alcohol service providers, community action agency, and any other nonprofit organizations skilled in case management, financial literacy, employment counseling, etc.
- In conjunction with partners, decide upon the lead agency to establish the program. In Union County, this was the Housing Authority. In your community, it could also be the housing authority. Or it could be another agency such as a service provider, which would then engage the local housing authority to operate the rental assistance portion.



*See Tool 1, Start-Up Considerations – Identifying and Engaging Key Stakeholders.*

### **B.3. Find a Champion**

A champion of the JBHP will help **build political support** for reentry housing, reinforce its importance for the community, and legitimize the program to the general public. A champion should be someone already respected in the community, who is also passionate about the purpose of Justice Bridge – *reducing recidivism by providing safe and affordable housing along with appropriate*



*supportive services for recently discharged inmates who are residents of your community* – and able to be a spokesperson for the program. For example, the president judge may make an effective champion, or an elected official, particularly a county commissioner (especially the chair of the commissioners).

In Union County, JBHP's champion was the chair of the board of commissioners, who also sat on the CJAB. Earlier he had been supportive of instituting the Drug Treatment Court and Day Reporting Center. As the owner of a small business, he had hired recently discharged inmates and as a public official, expressed a desire that government be of assistance to all residents of the county.

Considerations in your community: As you talk with a variety of people and organizations during the needs assessment study, you may discover someone with **the political will, community respect, and passion** to serve as the champion of the Justice Bridge program. Perhaps this person has personal connections to the criminal justice system.



See *Tool 1, Start-Up Considerations – Finding a Champion* for other suggestions on finding a program champion.

#### **B.4. Prepare for Reluctance or Outright Opposition from Community Members**

Out of fear due to misconceptions about criminal justice-involved individuals who are reentering the community, some community members may oppose a Justice Bridge Housing Program. The sentiment, “Not in My Backyard,” or “NIMBYism,” has derailed or delayed many innovative housing initiatives. After the program does begin, fall-out from previous negative publicity can stigmatize program participants. Therefore, it is important to plan your response to opposition ahead of time. Important strategies for addressing and preventing opposition include:



- Designating a spokesperson for the program. This might or might not be the program's champion.
- Prepared talking points, with copy given to each participant organization and the program champion, so there is one unified public message. See *Tool 2, Talking Points for Stakeholders* for tips on communicating the value of the program to various sectors of the community.
- Agreement by criminal justice personnel, especially the County's Chief Probation Officer, and participant organizations to publicly express their support for JBHP.
- Solidifying relationships with landlords in the Housing Choice Voucher program and others who may become JBHP landlords
- If the probable positive consequences of media outweigh the possible negative consequences, issue a press release announcing the start of JBHP to your local newspaper, radio station, or television station about a story on

Justice Bridge. By taking the initiative, you gain more control over the content of the message.

- Being unfailingly courteous and respectful of those opposing Justice Bridge. Try to understand and directly address the cause of their reluctance or distrust of the program.

In Union County, a newspaper article with the unfortunate headline, “Free Rent for Three on Parole,” was published as the program was first implemented. However, this did not deter the Housing Authority from building on its relationships with landlords who participated in the Housing Choice Voucher program, in order to obtain housing for the first three JBHP participants. Not only was negative publicity not repeated, but the newspaper later published an editorial in support of JBHP.

Considerations in your community. Where might opposition to Justice Bridge originate? Can you prevent public opposition by utilizing some of the strategies listed above? Be sure to prepare a response to public opposition, to be ready when and if needed.



## SECTION C: BRINGING JUSTICE BRIDGE HOME

This section is written for:

- ☑ Housing authorities
- ☑ County and/or local officials
- ☑ CJABs
- ☑ RMOs
- ☑ Others who have determined that JBHP is indeed an appropriate model for your community and are ready to make initial program design decisions.

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*The Justice Bridge Housing Program staff “really do want to help people.” The JBHP Manager “was just all positive, there was no negativity.... I hate to disappoint that woman and I’m glad and I’m thankful [for] her.”*  
--Amy, Allen

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### C.1: Formulate Program Goals and Objectives

JBHP should be **designed with the end in mind** – i.e., meeting the purpose of reducing recidivism of participants by providing safe and affordable housing along with appropriate supportive services as needed. To achieve this, the first step must be the identification of goals and proposed outcomes. These are essential components not only to drive program design but also to shape the evaluation system that will be used for on-going program monitoring and improvement. Goals and results or outcomes can be identified at four levels: activity, participant, program as a whole, and community.

*Activity goals* project the desired or projected specific program activities. Activity goals answer the question “*How many?*” and could include:

- number of participants to be served each year
  - This information is critical to developing a budget – see Section C.5, “*Prepare Program Budget.*”
- number of weeks or months between participants’ acceptance into JBHP and lease signing
- number of months participants utilize rental assistance through JBHP before maintaining rent with a different subsidy (such as Housing Choice Voucher) or maintaining rent without any subsidy
- number of services available to participants
- number of meetings held by the JBHP Coordination Panel

Activity goals do not in and of themselves measure effectiveness. However, achieving activity goals indicates that desired program components are in place.

*Participant goals* project the desired result or outcome of the program for individual participants. Participant goals answer the question, “*What difference does JBHP make in the lives of program participants? What have they accomplished as a result of JBHP?*” Participant goals should be individualized to address the specific situation of each participant, and should be developed by each participant in conjunction with his or her case manager and/or the JBHP Manager. Participant goals could include:

- compliance with the terms of parole and/or probation
- timely payment of participant portion of rent
- reinstating driver’s license
- enrollment in school
- job search
- obtaining employment
- maintaining employment
- parenting or child-related goals
- sobriety
- mental or physical health treatment
- budgeting
- involvement in community, religious, or other personally meaningful activity or organization
- number of landlord complaints

*Program goals* answer the questions, “*Is JBHP successfully meeting its purpose? Are participants staying housed? Is it addressing risk factors for recidivism?*”

Program goals should therefore relate to recidivism risk factors and could include:

- percentage of participants paying their share of the rent on time
- percentage of participants who recidivated
- percentage of participants obtaining and maintaining housing
- percentage of participants obtaining and maintaining employment
- percentage of participants enrolled in an education program
- percentage of participants with substance use disorder remaining clean and sober for certain number of months
- percentage of participants with mental health diagnosis receiving treatment
- percentage of participants no longer needing rental assistance through Justice Bridge

*Community goals* answer the questions, “*What is the impact of the Justice Bridge Housing Program on the community at large? Is there a cost savings to taxpayers?*” Community goals could include:

- reduction in number of jail days per participant
- lower recidivism rate when compared with the county and state averages
- budget dollars saved per participant, comparing daily cost of JBHP to daily jail cost if participant had had to max out jail sentence or recidivated
- amount of income tax paid by participants
- economic contribution of participants to the community through participants' share of the rent, payments for utility usage, food purchases, etc.
- increased amount of court fines collected
- increased child support payments collected
- reduction in child welfare involvement
- prevention of homelessness and associated cost savings to the community

In addition to the above quantitative outcome measures, regular interviews with participants, landlords, and employers, such as at 6-month intervals, will provide qualitative data about the landlord-tenant relationship, employer-employee relationship, and about healthy connections to the community, friends and family, including child rearing and other accomplishments of participants who are parents.

See *Section D.2, "Evaluating the Program,"* for information about data collection and reporting and subsequent program modification.

In Union County, a lesson learned was the need to **establish program goals and outcome measures before implementing the program**. Delaying the articulation of goals until after the first participants were admitted made it more difficult to create a data recording and reporting system that could produce accurate, helpful program evaluation. Union did begin to track program activities and outcomes after the first year of program operations and made some program modifications in response to data analysis.

Union County did not set participant goals as such. Instead, the Probation office and each service provider recorded pertinent behaviors and reported to the JBHP Coordination Panel. Had there been formalized goals with a comprehensive data collection or tracking system, more valid information about both program success and areas for program improvement would have been obtained.

Union did set two community goals at the outset of JBHP: reduction in number of jail days, and lower average recidivism rate of participants when compared to the county and state average recidivism rates.

Considerations for your community. Many different activity, program, participant, and community goals have been suggested in the narrative above. You will need to choose among them, or formulate other appropriate local goals, so that the program will effectively meet needs in your community. Information learned during your needs assessment, your financial resources, resources available from all organizations partnering in JBHP, and input from criminal justice personnel and the CJAB will be instrumental in determining the most appropriate goals for your Justice Bridge Housing Program.

## **C.2: Formalize Partnerships**

In Union County, the policies and procedures for support services to Justice Bridge participants are based on informal agreements between the Housing Authority and providers. The local Community Action Agency provides case management, including education in financial management, and the local regional behavioral health services organization provides counseling, recovery therapies, rehab for persons with substance use disorder, and other therapies of various kinds. The Union County Probation and Parole Department assists participants to obtain employment and/or formal education. All these services are paid for independently of the Union PHA, either through participants' Medical Assistance or by other funding acquired by the provider organizations. The informal understanding between these service providers and Union PHA include a policy on frequency of service delivery, procedure for reporting participants' compliance to the PHA, and clarification of funding source. In addition, each service provider organization is represented on the JBHP Coordination Panel.

Considerations in your community: Although informal understandings have been successful in Union County, it is recommended that the lead agency for your Justice Bridge program enter into a formal Memorandum of Understanding (MOU) with each provider. The MOUs will include items such as specific type of services to be provided, frequency of delivery, reporting participant's attendance to the lead agency, funding source for payment, circumstances under which termination of services could occur, appeal process, and provider organization's participation on the JBHP Coordination Panel. The MOUs should be executed by all relevant parties.

If an agency other than the public housing authority is the lead agency for JBHP, then the lead agency should enter into an MOU with the PHA that sets standards for housing location, rental assistance, and any other housing-related services provided by the PHA to JBHP participants.

### **C.3: Set Program Policies**



In Union County, the housing authority made minor changes to their existing HCV policies in order to accommodate the target population; these are described below. Most importantly, the PHA changed its administrative plan to allow JBHP participants to transition to HCV as vouchers become available, in spite of their criminal justice histories. Otherwise, Union PHA's HCV policy prohibited people with criminal records. See Tool 3, "Administrative Plan Amendment."

Following is a description of the key policy decisions that must be made when designing a Justice Bridge Housing Program and the actual decisions that were made by the Union PHA.

- Determine eligible participants and selection criteria. Eligibility and selection considerations include:
- *Criminal history* – type of offense
    - Union's JBHP does not accept inmates with a history of violent crime.
  - *County of residence* prior to incarceration
    - Union requires a strong connection to Union County through prior residence and sentencing for crime conducted in Union County.
  - *Housing options* other than JBHP
    - The Justice Bridge Housing Program is for persons with no other viable housing option.
  - *Mental health and/or substance use disorder diagnosis*
    - Union's Justice Bridge started with this as a selection criterion, then later made it optional.
  - *Likelihood of obtaining employment or stable income*
    - As a bridge housing program, participants are expected to transition into permanent housing either through the Housing Choice Voucher program or market-rate housing. In either case, participants must have the financial means to pay at least a portion of their rent when the JBHP rental assistance ends. The assessment tool includes information about employment history.



See the full Union JBHP selection criteria in Tool 3.

- Determine rental assistance policies
- *The length of rental assistance to be provided*
    - In Union the maximum length of rental assistance permitted under the JBHP is one year, while the average length of bridge rental assistance is approximately six-seven months.



Extension of the rental assistance is permitted under special circumstances. Although the rental assistance has a maximum period, participants remain in the JBHP itself as long as they are under supervision by the County Probation Department – i.e., while fulfilling parole and/or probation requirements.

- *The maximum amount of rental assistance per participant and/or per unit*
  - Union JBHP has set no maximum per participant for the program period, and calculates the maximum amount of rent per unit according to HUD's Fair Market Rent (FMR) payment standard for the bedroom size for which the participant household is eligible. Union County's FMR for the year 2016 for a 1-bedroom apartment was \$553; for a 2-bedroom apartment, FMR was \$740. Rental assistance payments to date in Union's JBHP:
    - Average security deposit paid = \$491.00
    - Average monthly rent paid on behalf of the tenant = \$457.00 per participant
- *Determine leasing policies*
  - Union County modeled JBHP leasing policies on the Housing Choice Voucher program. See *Tool 3, Documents and Forms*.



→ Determine the supportive services component

- *Which services to be provided.* Services through the criminal justice system – parole and/or probation – will be monitored by the criminal justice system itself, but the partnerships developed with services providers while designing the Justice Bridge program are the core of supportive services in JBHP. These should include mental health treatment, physical health treatment, substance use disorder recovery (drugs or alcohol), case management, life skills, parenting training, etc. As mentioned above in section C.2, “Formalize Partnerships,” the JBHP lead agency should enter into a formal Memorandum of Understanding with each service provider.
  - In addition to services provided by other organizations, the Union County PHA budgets a portion of JBHP funding for Self-Sufficiency financial incentives. Modeled on the Financial Self-Sufficiency component of the Housing Choice Voucher program, Self-Sufficiency matches and escrows participants' savings. Use of Self-Sufficiency funds is requested by participants, then recommended by the JBHP Manager to the Coordination Panel for approval.
- *Length of service provision.* How long services will be provided should also be written into policy, though at times this could be dependent upon the provider's own funding source.

- Union JBHP provides support services until the participants have fulfilled all parole and/or probation requirements, regardless of their rental situation.

→ Determine eligible properties or units

- *Types of properties.* Properties or units eligible for JBHP carry the same eligibility criteria as units in the Housing Choice Voucher program regarding Fair Market Rent or rent reasonableness, Housing Quality Standards, property insurance, up-to-date tax payment history, etc.
  - In Union County, any type of property or unit is eligible for JBHP -- single family, any type of multi-family, mobile home, or any other.
  - Inspections for compliance with Housing Quality Standards are carried out in Union County by the Housing Authority's contracted local code enforcement officials who also inspect rental units for the HCV program.
- *Location of properties.* Determine advantages and disadvantages of various areas of your community in which to locate housing for JBHP participants. The Probation and Parole Department may place limitations or parameters on housing location. Within those parameters, what is the best location to optimize their opportunities for transportation, employment, and reporting to their parole and probation officers? In Union County, as in most rural counties, the largest town is also the county seat, which is the optimal location for participants without a valid driver's license, and also contains the largest number of rental units. Union's JBHP Manager attempts to locate at least two feasible units to enable participant choice, though this is not always possible. No JBHP participant in Union County has refused a rental unit located by the program Manager.

Considerations in your community: As you formulate policies, you will need to consider a diversity of factors – typical characteristics of your community's re-entry population, along with the rental housing market and private and public housing resources. Services should be selected that will meet the needs of your targeted JBHP population. Policies should be developed collaboratively with your county's/locality's department of Probation and Parole and the other organizations partnering to establish the Justice Bridge Housing Program.

#### **C.4: Establish Program Procedures**

In Union County, the Housing Authority modeled Justice Bridge rental assistance policies and procedures on the Housing Choice Voucher Program. Participant selection procedures, establishment of a program oversight committee called the

“Justice Bridge Coordination and Review Panel,” determination of the Panel’s role, and termination procedures were all formed in collaboration with JBHP partners who sit on the Coordination and Review Panel as well as on the Criminal Justice Advisory Board (CJAB). Following are major program components that require procedural decision making, along with a brief description of the procedures in place in the Union County Justice Bridge Housing Program.

→ Determine participant selection process.

- The Union selection process begins with a referral to the County Chief Probation Officer (CPO) from a parole officer. The CPO **assesses risk** using the “Risk and Needs Assessment Tool” (see *Tool 3*), an evidence-based tool from the criminal justice system, and then **assesses eligibility** for the Justice Bridge Housing Program using the JBHP Selection Criteria (see *Tool 3*).
- The parole officer or Chief Probation Officer then forwards the assessment to the JBHP **Coordination and Review Panel**. Acceptance is determined by consensus after both objective and qualitative considerations. First, based on the CPO’s report, each member of the panel individually rates the applicant on each selection criterion; rates are aggregated. Secondly, the panel discusses the applicant, and members explain their reasoning for their rating scores. This discussion forms the qualitative considerations in the process, and often includes professional interaction with the applicant by one or more panel members. The panel then determines acceptance into Justice Bridge. In Union County there have been times when an applicant with a low quantitative score has been accepted into the program as a result of panel discussion, and there have been times when an applicant with a high quantitative score has been denied acceptance as a result of Panel discussion. *The Rating Sheet is in Tool 3 along with the JBHP Selection Criteria.*
- Application to the program and selection decision can be done prior to discharge from jail or prison.

→ Establish a Program Coordination Panel. Justice Bridge Housing is intended to be a **cross-systems collaborative** program, including representation from the PHA *and* the criminal justice *and* human service systems. Therefore, in order to meet its purpose, it is essential that collaboration be at the heart of program implementation. Collaboration is formalized through the Coordination and Review Panel.

- Membership. The Panel is comprised of Housing Authority staff who administer JBHP; criminal justice personnel – sheriff, warden of the jail, county’s Chief Probation Officer, and perhaps a state Probation Department representative; support services representatives – mental

health providers, and community action agency or others who provide case management; and a citizen prisoner advocate. Most members of the panel have a professional relationship with program participants.

- Role. In addition to determining selection of applicants into the program, the JBHP Coordination Panel meets monthly to oversee participants' progress.



- Determine housing locator and leasing procedures in accordance with the policies established for eligible rental units. In Union County, the PHA models these procedures on the Housing Choice Voucher Program. See *Tool 3, Document and Forms* for sample agreements between the Housing Authority and participants and between the Housing Authority and landlords. Union's JBHP exceeds normal HCV housing locator procedures, however. The JBHP Manager personally contacts prospective landlords on behalf of JBHP approved applicants who are still incarcerated, and usually provides transportation and accompanies the approved applicant to view the rental unit prior to lease signing. In addition, she often finds furnishings and household supplies for JBHP participants.
- Determine program termination criteria. In Union County, few people have been terminated from the Justice Bridge Housing Program. In general, program termination criteria are modeled on the Housing Choice Voucher Program, including lease violations such as non-payment of participant's portion of monthly rent. Union's JBHP does deviate from HCV in one particular, however. HCV policy set by the United States Department of Housing and Urban Development (HUD) defines "temporary vacancy" of a rental unit as 180 days. During that time, the PHA pays rent to the landlord using HUD funding. However, Union's JBHP policy is to maintain rent on a vacated unit for up to 60 days only, after which the participant would be terminated from the program, with the rationale that a vacancy of 60 days would be part of a much longer vacancy due to long-term rehab or reincarceration. Vacating the unit for less than 60 days for short-term rehab for substance use disorder, to finish a short-term jail sentence, or for another purpose approved by the JBHP Manager does not terminate the participant from Justice Bridge. Participants may opt out of support services without termination from rental assistance. Termination is decided by the Coordination Panel upon recommendation by the JBHP Manager.

Considerations in your community: Development of the program procedures described above result from three critical considerations. One consideration is the **capacity** of your housing authority to add JBHP to its housing location and leasing procedures. A second consideration is the use of an **evidence-based tool** by the county Department of Probation and Parole to determine risk of recidivism.



Union County's tool, "Criminal Justice Risk and Needs Assessment Triage" (RANT) is found in *Tool 3*. Thirdly, the **cross-sector collaboration** which is at the core of the Justice Bridge Housing Program is evident throughout the development of program procedures. Selection of participants depends upon the strong commitment to Justice Bridge by the County Department of Probation and Parole. The Coordination Panel should be made up of representatives from all partner organizations – housing authority, service providers, criminal justice, and any others -- which must commit staff time to regular attendance and informed participation in Panel meetings.

### **C.5: Prepare Program Budget: Expense and Revenue**

Justice Bridge Housing Program expenses include administrative personnel, program indirect costs, and rental assistance. Other expenses could include utility assistance, additional personnel cost if any services are provided by the JBHP lead agency, participant household furnishings and supplies, and self-sufficiency matching savings for participants. Revenue budget items identify the program's funding sources to meet expenses. Because this program does not generate fees-for-service, obtaining sustaining revenue is an on-going concern.

#### → Expense

In Union County, JBHP administrative personnel costs consist of (1) the Justice Bridge Program Manager, who is also the Housing Choice Voucher Manager at Union's Housing Authority, and (2) supervision time of the Housing Authority's Executive Director. With 8-14 participants at a given time, JBHP management is budgeted at 30% of the HCV Manager's time – i.e., .3 full-time equivalent position. Primary JBHP job activities are:

- housing location and communication with landlords
- meeting with new participants to determine household needs, acquiring household items, and providing transportation to the rental unit
- data collection, record keeping, and reporting
- communication with participants
- communication with Coordination Panel members, service providers, CJAB, and others about JBHP
- preparing for meetings of the Coordination Panel, attending meetings, typing records of the meetings, and meeting follow-up tasks
- regular supervisory meetings with the Union PHA Executive Director

Although incentive payments to landlords were budgeted, they were never needed.

Another way of calculating an expense budget is based on the cost per day per participants. The Union PHA budgets the cost of JBHP at \$30.00 per day

per participant: \$6.00 per day administrative expense, and \$24.00 per day for all other expenses including rental assistance and self-sufficiency matching savings, or \$10,950 annually per participant.

Personnel and expense considerations in your community:

- Program administration personnel – program manager and supervisor
- Administrative support and indirect costs
- Rental assistance plus
  - Security deposits
  - Incentive payments to landlords *See D.1, Administering the Rental Assistance.*
- Utility assistance
- Household furnishings and supplies
- Self-Sufficiency savings per participant

→ Revenue

In Union County, funding for most of the costs of the first two years of operation of Justice Bridge was through a grant from the Pennsylvania Commission on Crime and Delinquency, and supplemented from the PHA's general reserves. Sustaining funding has been an on-going concern and the housing authority has explored both public and private sources to sustain the program. A helpful source of funding for rental assistance for JBHP participants with behavioral health needs was obtained through the local behavioral health provider. Rental assistance funds are also available from the county for JBHP participants who are parents of minor children.



Considerations in your community: *Tool 6* identifies many possible sources of program funding. Each has its own application requirements, eligible funding activities, application and funding timetable, and reporting expectations. Some funding is awarded on a multi-year basis, but most sources are awarded for one year at a time only. Optimally, your county or city officials will so appreciate the benefits that the Justice Bridge Housing Program brings to the community and to participants and their families that JBHP will become a regular annual county/city budget item.

Obtaining sustainable program revenue through competitive applications to multiple funding sources is an activity generally outside the expertise and normal responsibilities of public housing authority personnel. Therefore if you cannot identify an on-going source of program funds you may need to obtain the services of a professional grant writer already employed by your community, or contract with a consultant for technical assistance with grant writing.





## SECTION D: IMPLEMENTING THE PROGRAM

This section is written for:

- ☑ Housing authorities that will administer the JBHP rental assistance
- ☑ The JBHP lead agency that will be responsible for program data collection and analysis

### **D.1: Administering the Rental Assistance**

Union County modeled the rental assistance component of the Justice Bridge Housing Program on the Housing Choice Voucher program. The Housing Authority Executive Director asked the Housing Choice Voucher Coordinator to add Justice Bridge management to her job description because it took little additional time. Private landlords already participating in the voucher program were asked to rent to JBHP participants. Landlords trusted the Housing Choice Voucher Coordinator, who had long respected their business needs while advocating on behalf of voucher holders. The **relationship between the Housing Authority and landlords** became the basis for successful rental assistance under Justice Bridge.

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*The Justice Bridge Housing Program “relieved me of the fear of not being able to take care of my children....I feel more secure about my choices....The biggest thing that [JBHP] has done for me is given me peace that I can raise my children in a household not like the one I was raised in.”*  
--Amy

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Considerations for your community. The following two strategies have contributed to the success of Union County’s Justice Bridge Housing Program and are highly recommended for your program as well.

**Use the Housing Choice Voucher program as a model.** The Justice Bridge Housing Program is modeled on HCV’s tenant-based rental assistance. Forms and documents require minimal changes from standard HCV forms and documents. See *Tool 2*.



**Nurture relationships with landlords and advocate for Justice Bridge with landlords.** Returning ex-offenders may not appear to landlords to be a stable rental market. Therefore, the existing relationship between the Housing Authority and landlords is of utmost importance. Landlords must be assured of the



Housing Authority's **respect** for the business of rental housing. And it is critical to assure landlords of the **careful selection process** and **the on-going supervision** of the participant-tenant through the Department of Probation and Parole, the Program Coordination Panel, and the Housing Authority. Just as with HCV landlords, the **dependable, timely payment of rent** is a strong inducement to participate in Justice Bridge. In addition, provide landlords with contact information for a person with whom they may communicate at any time about any concern or issue. That contact person may be the JBHP Manager.

- Identify landlords willing to participate in JBHP. Are there landlords participating in the Housing Choice Voucher program who might also participate in JBHP? These landlords have been a successful resource in Union County.
- If there is a landlord association in your community, ask to present JBHP at one of their meetings.
- Make incentives available to attract and maintain landlord participation. Incentives could be an extra month's security deposit payment; payment of an additional month's rent at lease signing as well as first and last months' rent; or adding a small additional amount (such as 10%) to the first six months' rental assistance. Note: Do not offer any incentives unless necessary to obtain a rental unit. Union PHA included funds in its program budget to provide incentives to landlords through additional security deposit. However, as mentioned above, due to their excellent landlord relationships, these special incentives have never been needed.

## **D.2. Evaluating the Program**

A lesson learned from Union County is to design the Justice Bridge Housing Program with the end in mind – i.e., to meet its purpose. Because Union did not identify measurable goals and outcomes at the outset, data collection was not part of the initial program design. Union's Coordination Panel has received regular reports on program participants, and has made minor program changes for improvement. However, a more rigorous system for data collection and analysis would have resulted in more significant statistical measurement of outcome.

Considerations for your community. In Section C above, "Bringing Justice Bridge Home," it was recommended that your program be designed around outcomes and goals for program activities, for participants, and for the community at large. This section explains the steps needed for data collection and for setting up a feedback mechanism.

## Program evaluation

The purpose of the Justice Bridge Housing Program is to reduce recidivism of participants by providing safe and affordable housing along with appropriate supportive services as needed. Evaluation answers the questions, “Is this program effective? Is it meeting its purpose?” It is therefore important to collect and analyze data from JBHP which will evaluate its effectiveness at both the level of each individual participant and of the program as a whole. Evaluation demonstrates where program procedures are strong, informs program changes for improvement, and can provide both statistical (quantitative) and narrative (qualitative) data to tell the story of JBHP. Program evaluation requires:

- (1) identifying goals and proposed results or outcomes;
- (2) developing a process for evaluating progress toward meeting the goals by collecting and analyzing data; and
- (3) adopting a mechanism for feedback, reporting, and program modification.

## Data Collection for Program Evaluation

As goals are identified, the data needed in order to measure progress toward each goal will become apparent. Therefore a method for collecting and recording data should be established at the outset of implementing Justice Bridge. Steps for data collection include:

- *Identify* a data collection tool which includes the input of measurable outcomes (goals). This could be an Excel spreadsheet or a tool such as the “Apricot” tool available through [www.communitytech.net/solutions/apricot](http://www.communitytech.net/solutions/apricot).
- *Establish* baseline data elements to be collected at each participant’s entry into JBHP, with each element related to an activity, participant, program, or community goal as explained in Section C.1 above.
- *Establish* procedures to maintain confidentiality and privacy of program participants throughout the evaluation process – data collection, storage, analysis, and reporting.
- *Determine* a timeline for regular reporting.
- *Determine* a reporting format.
- *Identify* person(s) or job position(s) responsible for collecting data.
- Identify the person(s) or job position(s) responsible for (1) reporting and (2) to whom the report will be made.
- *Include* qualitative data collection by conducting interviews on a regular basis, such as semi-annually. People interviewed could include participants, landlords, and other stakeholders such as probation officers and employers.

### Reporting, feedback, and program modification

Program evaluation is not complete without a mechanism for analyzing data so that program activities, policies, and procedures are reviewed and modified if necessary in order to better meet the program's purpose. Therefore, in addition to regular data collection:

- (1) Regularly analyze data to determine whether goals are being met.
- (2) Report progress toward goal outcomes to the JBHP Coordination Panel, CJAB, County Commissioners, and other key stakeholders.
- (3) Use information from the report to inform regular review of program activities, policies, and procedures.
- (4) Use information from the report to make a case for attracting and retaining funders, landlords, and other support.
- (5) Modify activities, policies, and procedures if necessary to more effectively meet the goal of reducing recidivism of participants.

In Union County, data is collected by the JBHP Manager. She collects data related to the two community goals – reduction in number of jail days, and lowering recidivism. One data set is the number of days participants are housed through Justice Bridge instead of maxing out their sentences. The second data set consists of tracking behaviors associated with risk factors for recidivism, recorded on a spreadsheet she developed. The spreadsheet includes items such as compliance with Probation and Parole requirements, treatment for mental health issues or substance use disorder, and participation in the self-sufficiency savings program. Data is analyzed by the JBHP Manager and PHA Executive Director, who reports to the Program Coordination Panel. The Panel, JBHP Manager, and PHA Executive Director together determine whether modifications to program activities, policies, and procedures are necessary to more effectively meet goals and overall program purpose.

Considerations for your community: Most likely the JBHP Manager will collect and record data from participants. Identify the person or entity with the greatest capacity for data analysis, which could be the JBHP Manager or someone else. Determine a feasible reporting period – perhaps quarterly or semi-annually – when the Program Coordination Panel's regular meeting will focus on the data report and analysis. Annually the Panel should review 12 months' worth of data analysis to evaluate the program's effectiveness at meeting its purpose, with program revisions made if needed to increase effectiveness.



## CONCLUSION

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*“I’m a real person. I want to do something for myself.  
That’s what this program is here for: to help you adapt  
back into society, not just to hold your hand through life.”*

*--John*

---

Men and women reentering their community upon discharge from jail or prison need stable housing to help provide an opportunity for becoming productive community members. That is the purpose of the Justice Bridge Housing Program. The program’s success depends upon the provision of rental assistance, appropriate housing, and collaboration across the systems of housing, criminal justice, and human services. The model developed in Union County, Pennsylvania is replicable; its core components can be adapted to other counties or municipalities. This Toolkit will guide you through needs assessment, program design, and program implementation as you establish a Justice Bridge Housing Program in your community.

For more information, contact the Housing Authority of Union County, Pennsylvania:








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## TOOL 1: START-UP CONSIDERATIONS

### **Finding a Champion**

First, a Justice Bridge Housing Program champion is a person who thoroughly understands the benefits of reentry housing and is committed to reentry housing:

- ☒ for community safety, understanding that stable housing is critical for preventing re-offending
- ☒ for the well-being and re-integration into community of the ex-offender
- ☒ for the financial savings to taxpayers, because Justice Bridge is less expensive than the cost of jail

Secondly, a Justice Bridge Housing Program champion is a person with a high reputation and strong connections throughout the community, who can garner support for the program:

- ☒ political support from County, borough, and township officials
- ☒ agency support from potential program partners
- ☒ community support

This support will reduce or counter “NIMBYism” – the “not in my backyard” mentality of people with misconceptions about reentry of justice-involved individuals.

Thirdly, a Justice Bridge Housing Program champion is a person who has a relationship with and respect from local criminal justice personnel, such as law enforcement officers, judges, district attorney, public defender’s office, sheriff, or the Probation and Parole Department.

### **Identifying and Engaging Key Stakeholders**

As explained multiple times throughout this Toolkit, rental assistance is only part of the total Justice Bridge Housing Program. Services provision is outside the mission of the Public Housing Authority, so the PHA manager of JBHP needs the involvement of other community organizations. Support from both the county criminal justice system and human services providers is critical to program effectiveness. Therefore, it is imperative that stakeholder organizations and agencies participate in both the planning and implementation of the program. Approaching the Criminal Justice Advisory Board and/or the Reentry Management Organization is a good place to begin identifying potential partners from the criminal justice system, and approaching the County Office of Human Services is a good place to begin identifying human



service partners. Many of these stakeholders will become members of the Justice Bridge Coordination Panel.

Key stakeholders to identify include:

- County criminal justice personnel
  - Probation and Parole
  - Sheriff
  - Warden
  - District Attorney
  - Public Defender
  - Police department
  - Judges
  - Day Reporting Center
- State criminal justice personnel
  - State Probation and Parole
- Human services providers
  - Mental health treatment
  - Drug and alcohol treatment
  - Community Action Agency
    - Case management
    - Life skills coaching
    - Employment assistance
  - Physical health care
  - Parenting skills
- Other interested community residents
  - Advocate for ex-offenders
  - Landlords

Messaging to engage interest and commitment

- Clearly explain their role
  - Assistance in planning the program
  - Provision of services
  - Several key stakeholders will know program participants personally
- Emphasize effectiveness of Justice Bridge
  - Affordable, stable housing is one necessary component for preventing recidivism, and supportive services is the other necessary component

Benefits of a cross-sector collaboration

- Members learn of opportunities for other collaborations with Justice Bridge Program Panelists that will benefit their organizations or use their resources more efficiently
- Personal knowledge of Justice Bridge participants leads to enthusiastic support of the program and advocacy on behalf of participants





## TOOL 2: TALKING POINTS FOR STAKEHOLDERS

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Messaging about the Justice Bridge Housing Program needs to be consistent across all community stakeholder groups. At the same time, it is important to respect and reply to particular concerns or interests of each group. Therefore, you will see a combination of standardized and specific talking points in the stakeholder lists that follow.



## **Tool 2.1 Talking Points for Private Landlords**

1. Replication of successful program  
JBHP has been implemented elsewhere with success – participants have shown themselves to be good tenants, and the blend of affordable housing, close supervision, and supportive services has helped them become productive community citizens.
2. The Public Housing Authority is experienced with rental assistance to landlords.
  - Your rent will be paid on time.
3. Participants are carefully screened and selected.  
A panel made up of representatives of the County’s Probation and Parole Department, housing, and human services organizations carefully selects participants.
  - They are from this county.
  - They are nonviolent.
  - They need housing.
4. JBHP participants are closely supervised.  
JBHP participants are supervised by their parole or probation officer, by a case manager, and by the Housing Authority. The panel that selects participants also meets monthly to review participants’ progress toward meeting goals such as being a good tenant, employment, and sobriety.
5. There is a person to contact if you have any questions or concerns at any time:
  - Contact name and information
6. Stable housing is a key factor in helping ex-offenders re-join the community and avoid re-offending, thereby making the community safer.
7. Stable housing is a key factor in reuniting parents with their children.  
Additional information on landlords can be found in HUD’s “Landlord Engagement and Recruitment Desk Book,” September 2015.  
<http://portal.hud.gov/hudportal/documents/huddoc?id=Landlord-Deskbook.pdf>



## Tool 2.2 Talking Points for the General Public

1. Replication of successful program  
JBHP has been implemented elsewhere with success – participants have shown themselves to be good tenants, and the blend of affordable housing, close supervision, and supportive services has helped them become productive community citizens.
2. JBHP participants are community people, returning to their community
  - They are your neighbors, perhaps your family members or relatives of friends
3. Participants are carefully screened and selected.  
A panel made up of representatives of the County’s Probation and Parole Department, housing, and human services organizations carefully selects participants.
  - They are from this county.
  - They are nonviolent.
  - They need housing.
4. JBHP participants are closely supervised.  
JBHP participants are supervised by their parole or probation officer, by a case manager, and by the Housing Authority. The panel that selects participants also meets monthly to review participants’ progress toward meeting goals such as being a good tenant, employment, and sobriety.
5. Here is the person to contact if you have any questions or concerns at any time:
  - Contact name and information
6. Stable housing is a key factor in helping ex-offenders re-join the community and avoid re-offending, thereby making the community safer.
7. Stable housing is a key factor in reuniting parents with their children.





### **Tool 2.3 Talking Points for Local Public Officials**

1. Stable housing is a key factor in helping ex-offenders re-join the community and avoid re-offending, thereby making the community safer.
2. Stable housing is a key factor in reuniting parents with their children.
3. Replication of successful program  
JBHP has been implemented elsewhere with success – participants have shown themselves to be good tenants, and the blend of affordable housing, close supervision, and supportive services has helped them become productive community citizens.
4. JBHP participants are community people, returning to their community
  - They are your neighbors, perhaps your family members or relatives of friends
5. Participants are carefully screened and selected.  
A panel made up of representatives of the County’s Probation and Parole Department, housing, and human services organizations carefully selects participants.
  - They are from this county.
  - They are nonviolent.
  - They need housing.
6. JBHP participants are closely supervised.  
JBHP participants are supervised by their parole or probation officer, by a case manager, and by the Housing Authority. The panel that selects participants also meets monthly to review participants’ progress toward meeting goals such as being a good tenant, employment, and sobriety.
7. As JBHP participants re-enter the community, they contribute to the local tax base and economy.
8. JBHP saves County money.
  - Reduction in number of days County pays for jailing participants
  - Housing subsidy is less costly than jail time – JBHP costs about \$XX per day per participant, compared to the daily cost of incarceration, which is \$XX.
  - As JBHP participants recidivate at a low rate, community safety is increased.
9. Here is the person to contact if you have any questions or concerns at any time:
  - Contact name and information





## TOOL 3: DOCUMENTS AND FORMS

Documents and forms follow in this order:

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### Tool 3.1

#### **JUSTICE BRIDGE HOUSING PROGRAM COORDINATING PANEL APPLICANT SELECTION CRITERIA**

- 1) The Applicant must have had a legal address and residence in Union County at the time of arrest. Further, the Applicant must demonstrate that he or she has a defined relationship to Union County as determined to be reasonable by the Program Coordinating Panel.
- 2) The Applicant must be an individual who, in the estimation of the Program Coordinating Panel, is likely to be compliant with his or her conditions of ARD/probation/or parole. In the event the review panel can't reach a unanimous consensus on an applicant, the probation/parole office and Union County Housing Authority shall make the final decision. Consideration in selecting the Applicants will include factors such as the frequency of arrests, incarceration record, nature (including violence) of crime, family/community support, attitude of compliance, and any other consideration deemed relevant.
- 3) The Applicant must be justice involved. A justice involved person shall be on active probation or parole supervision with either the Union County Probation Department or the Pennsylvania Board of Probation and Parole, or be on active supervision as the result of being placed into the Union County ARD Program or be a sentenced Union County inmate or be an inmate of a Pennsylvania state correctional institution who is serving a sentence imposed in Union County.
- 4) The Applicant must have a formal diagnosis of a mental health disorder or a substance abuse disorder, and must demonstrate a commitment to engage in an approved treatment program for his or her disorder.
- 5) The Applicant must present evidence of a need for approved housing - such need to be evaluated and measured by the Justice Bridge Program Coordinating Panel to be made up of the PA Board of Probation and Parole, Union County Probation Department, County Jail Department, counseling services, and the Union County Housing Authority. The Applicant must meet the basic qualifications of the Union County Housing Authority Justice Bridge Housing Program as determined by the Coordinating Committee.



- 6) The Applicant must present an ability to eventually become financially self-sufficient and able to assume responsibility for the payment of the costs associated with his or her housing, including but not limited to, monthly rent and utility expenses.

## JBHP COORDINATING PANEL RATING SHEET

(NOTE: The rating is on a scale of 0 to 10, with 10 being the highest.)

**APPLICANT NAME:**

**AGE:**

**CRITERION #1 (Comments below.)**

**SCORE**\_\_\_\_\_

**CRITERION #2 (Comments below.)**

**SCORE**\_\_\_\_\_

**CRITERION #3 (Comments below.)**

**SCORE**\_\_\_\_\_

**CRITERION #4 (Comments below.)**

**SCORE**\_\_\_\_\_

**CRITERION #5 (Comments below.)**

**SCORE**\_\_\_\_\_

**CRITERION #6 (Comments below.)**

**SCORE**\_\_\_\_\_

**TOTAL:**

**SCORE**\_\_\_\_\_

**COMMENTS:**





## **Tool 3.2**

See the following pages for the Risk Assessment and Needs Triage Tool (RANT).



## 17th Judicial District Drug Treatment Court

Name:

ID No:

Date of  
Evaluation:

Case No:

Gender: ☐ Male ☐ Female

Race: ☐ Asian ☐ Black ☐ Native American ☐ Multiracial ☐ Native Hawaiian/Other Pacific Islander ☐ White ☐ Hispanic  
☐ Other

### Risk and Needs Variables

Current age

#### Help Text

A younger age during rehabilitation or treatment generally predicts a poorer response to interventions. Prior to the age of 25, individuals tend to be more impulsive and less willing to heed the advice of professionals. Moreover, the frontal lobe of the brain, which tends to put the "brakes" on misbehavior, is less fully developed prior to the age of 25.

Homeless during the past 12 months

#### Help Text

The purpose of this item is to determine whether there has been a pattern of instability in the individual's living arrangements during the previous year. Unstable living arrangements are generally associated with a poorer response to treatment and a greater likelihood of failure to comply with probation or pre-trial supervision requirements.

- Count as homeless if the individual tended not to have a steady address or moved around between friends, family members and/or shelters.

Number of address changes during the past 12 months

#### Help Text

The purpose of this item is to determine whether there has been a pattern of instability in the individual's living arrangements during the previous year. Unstable living arrangements are generally associated with a poorer response to treatment and a greater likelihood of failure to comply with probation or pre-trial supervision requirements.

- Do not include address changes resulting from incarceration, residential placement, hospitalization, job relocation, or military service.
- If the individual was homeless during all of the past 12 months, enter 12 as a default for this item.

Number of months in past 12 months engaged in regular legal employment  
for 20 or more hours per week

#### Help Text

The purpose of this item is to assess regular engagement in pro-social, productive activity. A failure to maintain productive employment is associated with a greater likelihood of failing to meet other obligations such as supervision requirements.

- Do not include under-the-table or illegal work which is not pro-social.
- Do not include temporary shift work that is not regular.
- Include as legitimate employment any time engaged as a full-time student, in vocational training, in a sheltered workshop, as a homemaker, or in military service.

**Age of onset of criminal activity**

**Help Text**

An earlier age of onset of criminal activity generally predicts a more persistent course and a poorer response to correctional interventions.

- This refers to the age at which the individual was first arrested, or first engaged in activity that would have resulted in an arrest or delinquency adjudication if it had been detected by authorities.
- Do not include minor summary offenses such as truancy or graffiti.

**Number of prior diversion or de novo referrals**

**Help Text**

Previously unsuccessful experiences in a criminal diversion program tend to predict poorer compliance and outcomes in subsequent episodes.

- Include prior drug diversions or de novos regardless of whether or not the individual satisfied the conditions.

**Number of prior deferred prosecutions**

**Help Text**

Previously unsuccessful experiences in a criminal diversion program tend to predict poorer compliance and outcomes in subsequent episodes.

- Include prior deferred prosecutions regardless of whether or not the individual satisfied the conditions.

**Number of bench warrants for failure to appear in past 3 years**

**Help Text**

A failure to appear on previous warrants generally predicts a greater likelihood of failing to appear in the future or failing to comply with other supervisory requirements.

- Include only warrants issued for failure to appear in the past 3 years.
- Do not include warrants issued for lesser infractions such as a failure to pay fines.
- Do not include new arrest warrants or search/seizure warrants. Instances of new offenses are assessed in other items.

**Number of prior felony convictions**

**Help Text**

Prior felony convictions predict a greater likelihood of criminal recidivism.

**Help Text**

Prior serious misdemeanor convictions predict a greater likelihood of criminal recidivism. Examples include:

- Misdemeanor assault
- Domestic assault
- Interference with privacy
- Harassment
- Protection from Abuse
- DUI
- Indecent exposure

**Number of other misdemeanor convictions**

**Help Text**

This item refers to misdemeanor convictions other than those included in the previous item.

- Do not include summary offenses or minor traffic citations for such things as speeding, illegal u-turns or illegal parking.
- Do include more serious misdemeanor traffic offenses, such as reckless driving and driving with a suspended license.

**Age of onset of regular substance use (enter 99 if not applicable)**

**Help Text**

An earlier age of onset of substance abuse generally predicts a more chronic course and a poorer response to standard clinical interventions.

- This refers to the age at which the individual began using alcohol or illicit drugs on a repetitive basis (at least weekly or monthly).
- Do not include experimentation or infrequent usage less often than monthly.

**Number of prior substance abuse treatment episodes or attempts**

**Help Text**

Previously unsuccessful experiences in a substance abuse treatment tend to predict poorer compliance and outcomes in subsequent treatment episodes.

- Include previous substance abuse treatment episodes regardless of whether or not the individual completed treatment, dropped out prematurely, or was discharged for violations or noncompliance.
- Do not include participation in self-help or peer support interventions such as 12-step or AA groups.
- Do not count treatment referrals resulting from or occurring after the current arrest episode.
- If the individual was actively enrolled in substance abuse treatment at the time of the current arrest, do count that as a prior treatment episode.

**Withdrawal syndrome**

**Help Text**

Physical addiction or dependence frequently involves a withdrawal syndrome. This is a serious involuntary physical reaction that occurs upon cessation of or reduction in use of drugs or alcohol. The symptoms must impair the individual's ability to engage in daily life activities such as work, school, or childcare.

- NOTE: Withdrawal symptoms may abate if individuals are contained in a controlled environment, such as jail or residential treatment, for some period of time. Continue to score withdrawal symptoms as present unless they were continuously absent for the past 12 months while the individual was not in a controlled environment.

#### CHARACTERISTIC WITHDRAWAL SYMPTOMS (APA, 2000):\*

##### Alcohol, Sedatives, Anxiolytics

###### Two or more of the following:

- Autonomic hyperactivity (e.g., sweating or pulse rate > 100 bpm)
- Increased hand tremor
- Insomnia
- Nausea or vomiting
- Transient visual, tactile or auditory hallucinations or illusions
- Severe and generalized anxiety (i.e., not related only to specific situations such as public speaking)
- Grand mal seizures

##### Stimulants: (e.g., cocaine, amphetamines)

###### Dysphoric mood AND two or more of the following:

- Severe fatigue
- Vivid, unpleasant dreams
- Insomnia or hypersomnia
- Substantially increased appetite
- Psychomotor retardation or agitation

##### Opioids: (e.g., heroin, morphine, codeine, oxycodone)

###### Three or more of the following:

- Dysphoric mood
- Nausea or vomiting
- Insomnia or hypersomnia
- Muscle aches
- Lacrimation or rhinorrhea (continuously runny eyes or nose)
- Dilated pupils, excessive goose bumps or sweating
- Diarrhea
- Yawning
- Fever
- Insomnia

NOTE: A serious withdrawal syndrome has not been identified for marijuana or hallucinogens

\*American Psychiatric Association (2000). Diagnostic and Statistical Manual of Mental Disorders (4th ed., text rev.).

**Binge use and loss of control**

#### Help Text

Addiction or dependence may involve a pattern of triggered binge responses when the individual ingests or comes into contact with drugs or alcohol.

- Triggered binges will abate if individuals are contained in a controlled environment such as jail or residential treatment for some period of time. Continue to score binges as present unless they were continuously absent for the past 12 months while the individual was not in a controlled environment.
- A binge is not simply sporadic or intermittent use, and does not simply include situations in which the individual uses a large amount of the substance during a short period of time (e.g., on weekends or at parties).
- Any use of the substance must trigger an uncontrollable pattern of sustained usage with an inability to stop oneself.
- For example, drinking one beer may precipitate an uncontrollable "all-nighter" or several-day "bender."



## Cravings or compulsions

### Help Text

The phenomenology of addiction or dependence often includes intense cravings or compulsions to use drugs or alcohol.

- Cravings refer to intense urges to use the substance that are extremely difficult to withstand. They do not include mere feelings of missing the substance, fond feelings or attitudes about it, or a continued desire to keep using it.
- Compulsion refers to a severe preoccupation or obsession with obtaining the substance. The more the individual attempts to abstain from it, the greater the pressure builds and the more narrow and focused the individual's thoughts may become. Eventually, the individual may experience "tunnel vision" in which he or she can only focus on or think about the need for the substance.
- Cravings and compulsions may abate if individuals are contained in a controlled environment such as jail or residential treatment for some period of time. Continue to score cravings or compulsions as present unless they were continuously absent for the past 12 months while the individual was not in a controlled environment.

## Chronic substance abuse-related medical condition

### Help Text

The purpose of this item is not to determine whether the individual could benefit from receiving a medical evaluation or treatment. That determination should be made during an in-depth clinical assessment. The purpose here is to determine whether the individual is likely to require substantial medical treatment and/or continuous monitoring while under the supervision of the criminal justice system. Because many correctional programs are developed around substance abuse issues and provide addiction services, the medical disorder should be caused or severely exacerbated by substance use. Medical conditions not caused or exacerbated by substance abuse can usually be dealt with adequately by a referral for medical treatment.

- Typical examples may include pancreatitis, cirrhosis of the liver, HIV, hepatitis, heart or kidney damage, or diabetes.
- The individual must be required to take medication or other treatment on a daily or weekly basis for at least several months or years, and may need to have bodily functioning monitored through regular and periodic testing.
- Traumatic injuries caused by intoxication (e.g., car accidents) may be included here, but only if they will require ongoing medical monitoring and intervention.

## Amount of time during the past 12 months spent interacting with other people who are engaged in criminal activity, including illicit drug use or alcohol abuse.

### Help Text

There is a direct correlation between the proportion of time individuals spend interacting with others who are themselves engaged in crime and drug use and the risk of recidivism and failure in treatment.

- This influence is particularly pronounced for immediate family members, significant others, and housemates who tend to interact frequently with the individual. Therefore, weight the influence of such frequent interactions accordingly on the scale below.
- Research suggests that female offenders may spend relatively more time than males interacting with significant others, siblings, and parents. Therefore, weight the influence of such frequent interactions accordingly.
- If an individual recently changed his or her peer interactions in response to an arrest or after entering treatment, this would reflect a relatively small percentage of the past 12 months.
- Includes problematic alcohol use such as DUI, underage drinking, frequent intoxication.



Major Axis I mental health diagnosis

### Help Text

The purpose of this item is not to determine whether the individual could benefit from receiving a mental health evaluation or to aid in developing a psychiatric treatment plan. Those goals should be served during an in-depth clinical evaluation by a trained treatment professional. The purpose here is to determine whether the individual is likely to require substantial mental health services while he or she is under the supervision of the criminal justice system.

- The individual must meet formal DSM-IV diagnostic criteria for a major "Axis I" psychiatric disorder, such as a major depressive disorder, bipolar disorder or manic-depression, psychosis, dementia, or organic brain syndrome.
- The disorder must substantially interfere with the individual's ability to engage in daily life activities such as work, school, or childcare.
- In many instances, individuals with a severe psychiatric disorder will have received a formal diagnosis from a mental health professional or have been prescribed psychiatric medication. It is often useful to ask the individual whether he or she received such a diagnosis or was prescribed medication in the past.
- Do not include mild or transitory emotional disturbances, such as nervousness, anxiety, worry, dysthymia or depression, sadness, mild problems with concentration or memory, or personality disorders.
- In most instances, minor anxiety disorders such as simple phobias or panic do not bring people into contact with the criminal justice system and do not interfere substantially with daily life activities.
- Some offenders, especially females, may suffer from a formal post-traumatic stress disorder (PTSD) that should be counted. This includes severe autonomic hyper-arousal (e.g., sweating, trembling, and rapid heart rate), an exaggerated startle response, numbness or detachment, and/or "flashbacks" to traumatic events.
- Major psychiatric symptoms may abate while individuals are in a controlled environment or under effective psychiatric care. Continue to score these symptoms as present unless they were continuously absent for the past 12 months while the individual was not in a controlled environment or under psychiatric treatment.



RANT™ was created by the Treatment Research Institute





## Unit Location

City, State & Zip: \_\_\_\_\_

Accessibility:   ☐ Hearing   ☐ Sight   ☐ Mobility   ☐ Other   Year Constructed:\_\_\_\_\_

Quality of the Unit:    ☐ Above Average                      ☐ Average                      ☐ Below Average

○ Other: \_\_\_\_\_



Owner Pays ☐ Tenant Pays ☐

WATER

☐ Municipal

☐ Well

Owner Pays ☐ Tenant Pays ☐

SEWER

☐ Municipal

☐ Septic

Owner Pays ☐ Tenant Pays ☐

TRASH  
PICKUP

### *Amenities*

☐ Balcony, patio, deck, porch

☐ Business center

☐ Central Heat & Air ☐ Club house

☐ Dishwasher and/or garbage disposal

☐ Garage or parking facilities

☐ Good maintenance

☐ Good upkeep of grounds

☐ High quality floors or wall coverings

☐ Laundry facility

☐ Fitness Center

☐ Play area or private yard

☐ Storm windows or doors

☐ Swimming pool

☐ Spa

☐ Washer & Dryer hook up

☐ Washer/Dryer provided by owner

☐ Working fireplace

# **Tool 3.4** **JUSTICE BRIDGE HOUSING PROGRAM**

## **PROPERTY OWNERS INFORMATION**

PROPERTY OWNER'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

OWNER'S SOCIAL SECURITY \_\_\_\_\_ (TO REPORT ON  
OR TAX 1.D. NUMBER: \_\_\_\_\_ IRS 1099 FORM)

NAME & ADDRESS OF PERSON(S) \_\_\_\_\_  
IN WHOSE NAME CHECK SHOULD \_\_\_\_\_  
BE WRITTEN: \_\_\_\_\_  
NAME OF TENANT SELECTED: \_\_\_\_\_  
NAME(S) OF PERSON(S) WHO WILL BE RESIDING IN HOUSEHOLD: \_\_\_\_\_

WHAT WAS THE MOST RECENT RENT CHARGED ON THIS UNIT? \$ \_\_\_\_\_

PROPOSED MONTHLY RENT: \$ \_\_\_\_\_

REASON FOR DIFFERENCE (IF ANY): \_\_\_\_\_

IS A LATE CHARGE INCURRED \_\_\_\_\_ YES  
AFTER THE GRACE PERIOD FOR  
A LAPSED RENTAL PAYMENT? \_\_\_\_\_ NO

AFTER WHAT DAY OF THE MONTH IS A LATE CHARGE INCURRED? \_\_\_\_\_

WHAT IS THE AMOUNT OF THE LATE CHARGE? \_\_\_\_\_

HAS SECURITY DEPOSIT BEEN PAID? \_\_\_\_\_ YES – AMOUNT \$ \_\_\_\_\_  
\_\_\_\_\_ NO

IS TENANT ALLOWED TO KEEP PETS? \_\_\_\_\_

IS TENANT RESPONSIBLE FOR LAWN MAINTENANCE AND SNOW AND ICE REMOVAL? \_\_\_\_\_

ARE THERE ANY ADDITIONAL PROVISIONS YOU WOULD LIKE IN THE LEASE? IF SO, PLEASE STATE:

SIGNATURE(S): \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_



## Tool 3.5

### **JBHP HOUSING ASSISTANCE PAYMENTS CONTRACT (JBHP HAP Contract) UNION COUNTY HOUSING AUTHORITY (UCHA) JUSTICE BRIDGE HOUSING PROGRAM (JBHP)**

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#### **Part A of the JBHP HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

##### **1. Contents of Contract**

This JBHP HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

##### **2. Tenant**

##### **3. Contract Unit**

##### **4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the UCHA.

##### **5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy):

The initial lease term ends on (mm/dd/yyyy):

##### **6. Initial Rent to Owner**

The initial rent to owner is:

During the initial lease term, the owner may not raise the rent to owner.

##### **7. Initial JBHP Housing Assistance Payment**

The JBHP HAP contract term commences on the first day of the initial lease term. At the beginning of the JBHP HAP contract term, the amount of housing assistance payment by the UCHA to the owner is

\$\_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the UCHA to the owner is subject to change during the JBHP HAP contract term.

## 8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an “O”. The tenant shall provide or pay for the utilities and appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning		n/a	
Refrigerator			
Range/Microwave			
Other (specify)			

### Signatures:

#### Union County Housing Authority

#### Owner

\_\_\_\_\_  
Print or Type Name of UCHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail Payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip)

**JBHP HOUSING ASSISTANCE PAYMENTS  
CONTRACT (JBHP HAP Contract)  
UNION COUNTY HOUSING AUTHORITY  
(UCHA)  
JUSTICE BRIDGE HOUSING PROGRAM (JBHP)  
Part B of JBHP HAP Contract: Body of  
Contract**

**1. Purpose**

- a. This is a JBHP contract between the UCHA and the owner. The JBHP HAP contract is entered to provide assistance for the family.
- b. The JBHP HAP contract only applies to the household and contract unit specified in Part A of the JBHP HAP contract.
- c. During the JBHP HAP contract term, the UCHA will pay housing assistance payments to the owner in accordance with the JBHP HAP contract.
- d. The family will reside in the contract unit with assistance under the Justice Bridge Housing Program. The housing assistance payments by the UCHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family under the JBHP.
- b. The UCHA has approved leasing of the unit in accordance with requirements of the JBHP.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the JBHP HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The UCHA is not responsible for such screening. The UCHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS or fails to provide all utilities needed to comply with the HQS, the UCHA may exercise any available remedies. UCHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the JBHP HAP contract. The UCHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The UCHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the UCHA and the UCHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the UCHA.
- e. The UCHA may inspect the contract unit and premises at such times as the UCHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The UCHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of JBHP HAP Contract**

- a. **Relation to lease term.** The term of the JBHP HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When JBHP HAP contract terminates.**
  - (1) The JBHP HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The UCHA may terminate program assistance for the family for any grounds authorized in accordance with JBHP requirements. IF the UCHA terminates program assistance for the family, the JBHP HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the JBHP HAP contract terminates t automatically.
  - (4) The JBHP HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The UCHA may terminate the JBHP HAP contract if the UCHA determines, in accordance with JBHP requirements, that available program



funding is not sufficient to support continued assistance for families in the program.

(6) The UCHA may terminate the JBHP HAP contract if the UCHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the UCHA may terminate the JBHP HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The UCHA may terminate the JBHP HAP contract if the UCHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the JBHP HAP contract.

## 5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the JBHP HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the JBHP HAP contract.

## 6. Rent to Owner: Reasonable Rent

- a. During the JBHP HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the UCHA.
- b. The UCHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the UCHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The UCHA must re-determine the reasonable rent when required in accordance with JBHP requirements. The UCHA may re-determine the reasonable rent at any time.
- d. During the JBHP HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the UCHA any information requested by the UCHA on rents charged by the owner for other units in the premises or elsewhere.

## 7. UCHA Payment to Owner

### a. When paid

(1) During the term of the JBHP HAP contract, the UCHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The UCHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the UCHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the UCHA shall not be obligated to pay any late payment penalty if UCHA determines that late payment by the UCHA is due to factors beyond the UCHA's control. Moreover, the UCHA shall not be obligated to pay any late payment penalty if housing assistance payments by the UCHA are delayed or denied as a remedy for owner breach of the JBHP HAP contract (including any of the following UCHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family residing in the contract unit during the term of the JBHP HAP contract. The UCHA shall not pay a housing assistance payment to the owner for any month after month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the JBHP HAP contract, the owner does not have a right to receive housing assistance payments under the JBHP HAP contract.

### c. Amount of UCHA payment to owner

(1) The amount of the monthly UCHA housing assistance payment to the owner shall be determined by the UCHA in accordance with UCHA requirements for a tenancy under the voucher program.

(2) The amount of the UCHA housing assistance payment is subject to change during the JBHP HAP contract term in accordance with UCHA requirements. The UCHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the JBHP HAP contract term shall be pro-rated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

### e. Limit of UCHA responsibility.

(1) The UCHA is only responsible for making housing assistance payments to the owner in accordance with the JBHP HAP contract and UCHA requirements for a tenancy under the voucher program.

(2) The UCHA shall not pay any portion of the rent to owner in excess of the housing

assistance payment. The UCHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to Owner.** If the UCHA determines that the owner is not entitled to the housing assistance payment or any part of it, the UCHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the owner.

## 8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the JBHP HAP contract), and is in accordance with the JBHP HAP contract and program requirements. The owner has provided the lease to the UCHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the UCHA, HUD, or any other public or private source) for rental of the contract unit during the JBHP HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the UCHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

## 9. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, nation origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the UCHA in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

## 10. Owner's Breach of HAP contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the JBHP HAP contract by the owner:

(1) If the owner has violated any obligation under the JBHP HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the UCHA determines that a breach has occurred, the UCHA may exercise any of its rights and remedies under the JBHP HAP contract, or any other available rights and remedies for such breach. The UCHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the UCHA to the owner may require the owner to take corrective action, as verified or determined by the UCHA, by a deadline prescribed in the notice.
- c. The UCHA's rights and remedies for owner breach of the JBHP HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the JBHP HAP contract.
- d. The UCHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the UCHA may exercise any rights and remedies for owner breach of the JBHP HAP contract.
- f. The UCHA's exercise or non-exercise of any right or remedy for owner breach of the JBHP HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

## 11. UCHA Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the JBHP HAP contract that the UCHA may reasonably require.
- b. The UCHA shall have full and free access to the contract unit and the premises, and to all

accounts and other records of the owner that are relevant to the JBHP HAP contract, including the right to examine or audit the records and to make copies.

- c. The owner must grant such access to computerize or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

## 12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the JBHP HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or UCHA under Part B.
- b. The tenant or the UCHA may enforce the tenancy addendum (Part C of the JBHP HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The UCHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the JBHP HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the UCHA, and the JBHP HAP contract does not create or affect any relationship between the UCHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the JBHP HAP contract.

## 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the UCHA (except a UCHA commissioner who is a participant in the program);
  - (2) Any employee of the UCHA, or any contractor, subcontractor or agent of the UCHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the JBHP HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

- c. "Immediate family member" means the spouse, parent (including a step parent), child (including a stepchild), grandparent grandchild, sister or brother (including a step sister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the JBHP HAP contract, or at any time during the JBHP HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the UCHA.
- f. NO member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the JBHP HAP contract or to any benefits which may arise from it.

## 14. Assignment of the JBHP HAP Contract

- a. The owner may not assign the JBHP HAP contract to a new owner without the prior written consent of the UCHA.
- b. If the owner requests UCHA consent to assign the JBHP HAP contract to a new owner, the owner shall supply any information as required by the UCHA pertinent to the proposed assignment.
- c. The JBHP HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under UCHA regulations.
- d. The JBHP HAP contract may not be assigned to a new owner if UCHA has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The JBHP HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the UCHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The UCHA may deny approval to assign the JBHP HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;

- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant based programs, or non-compliance with applicable housing standards for units leased with project based Section 8 assistance or for units leased under any other Federal housing programs;
- (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
  - (b) Threatens the health or safety of other residents, of employees of the UCHA, or of the owner's employees or other persons engaged in management of the housing;
  - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
  - (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the JBHP HAP contract. The agreement must be in writing and in a form acceptable to the UCHA. The new owner must give the UCHA a copy of the executed agreement.

**15. Written Notices.** Any notice by the UCHA or the owner in connection with this contract must be in writing.

**16. Entire Agreement: Interpretation**

- a. The JBHP HAP contract contains the entire agreement between the owner and the UCHA.
- b. The JBHP HAP contract shall be interpreted and implemented in accordance with UCHA requirements

**JBHP HOUSING ASSISTANCE PAYMENTS  
CONTRACT (JBHP HAP Contract)  
UNION COUNTY HOUSING AUTHORITY  
(UCHA)  
JUSTICE BRIDGE HOUSING PROGRAM (JBHP)**

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**Part C of JBHP HAP Contract: Tenancy  
Addendum**

**1. JBHP Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the JBHP.
- b. The owner has entered into a JBHP Housing Assistance Payments Contract (JBHP contract) with the UCHA under the JBHP. Under the JBHP HAP contract, the UCHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the UCHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the JBHP HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the UCHA. The family must promptly inform the UCHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the UCHA.
- c. The contract unit may only be used for residence by the UCHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the UCHA in accordance with UCHA requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or re-determined by the UCHA in accordance with UCHA requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the UCHA housing assistance payment.
- b. Each month, the UCHA will make a housing assistance payment to the owner on behalf of the family in accordance with the JBHP HAP contract. The amount of the monthly housing assistance payment will be determined by the UCHA in accordance with UCHA requirements for a tenancy under the JBHP.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the UCHA housing assistance payment under the JBHP HAP contract between the owner and the UCHA. The UCHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the UCHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

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unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

### 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any reason because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

### 14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by UCHA in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the JBHP.
- b. In case of any conflict between the provisions of the tenancy addendum as required by UCHA, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the UCHA-required tenancy addendum shall control.

### 15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the UCHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the UCHA has approved a new tenancy in accordance with program requirements and has executed a new JBHP HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. UCHA approval of the tenancy, and execution of a new JBHP HAP contract, is not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the UCHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not

exceed the reasonable rent for the space as most recently determined or re-determined by the UCHA in accordance with UCHA requirements.

### 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

### 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**JBHP HAP contract.** The housing assistance payments contract between the UCHA and the owner. The UCHA pays housing assistance payments to the owner in accordance with the JBHP HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any UCHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development

**HUD requirements.** HUD requirements for the Section program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by UCHA.

**UCHA.** Union County Housing Authority.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Justice Bridge Housing Program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the UCHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f)



**Tool 3.6**  
**TENANT LEASE AGREEMENT**  
**UNION COUNTY HOUSING AUTHORITY**  
**JUSTICE BRIDGE HOUSING PROGRAM**

(A Tenancy Addendum should be attached to this lease.)

Voucher # \_\_\_\_\_

# of Bedrooms \_\_\_\_\_

THIS LEASE AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, by and between (owner) and (tenant) whose HOUSEHOLD consists of the following members:

*(The family must promptly inform the Housing Authority of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and UCHA.)*

The Contract unit is located at: \_\_\_\_\_ Apr. \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

The total initial monthly rent is \$\_\_\_\_\_ per month. Of this amount, \$\_\_\_\_\_ shall be payable by the Union County Housing Authority (UCHA) as housing assistance payments on behalf of the Tenant, and \$\_\_\_\_\_ shall be payable by the Tenant ("Tenant rent") directly to the Owner. The rent is due on the first day of the month beginning on \_\_\_\_\_. The UCHA will pay an additional incentive payment of \$\_\_\_\_\_ per month to the Landlord during the tenancy under this lease. The amount of the rent to Owner is subject to change during the lease term in accordance with this lease. The Tenant and / or UCHA has deposited **\$500.00** (maximum allowed) with the Owner as a security deposit. The tenant portion of the security deposit is \$\_\_\_\_\_ and the UCHA portion is \$\_\_\_\_\_. An additional tenant damage allowance of \$500.00 is available to the Landlord payable by the UCHA upon proof of damage repair costs.

### 1. Purpose

This agreement is a lease between the Tenant and the Owner. The Owner is leasing the contract unit to the Tenant for occupancy by the Tenant's family with assistance for a tenancy under the Justice Bridge Housing Program (JBHP).

The Owner will enter into a housing assistance payments contract (JBHP HAP contract) with the Union County Housing Authority (UCHA), under the Justice Bridge Housing Program. Under the JBHP HAP contract, the UCHA will make housing assistance payments to the Owner to assist the Tenant in leasing the unit from the Owner.

### 2. Term of Lease

Initial term of this lease must be for at least one year unless a shorter term of \_\_\_\_\_ is approved by UCHA.

☐ Enter first ☐ and last date of initial term.)

The initial term begins on: **XX/XX/20XX**. The initial term ends on: **0X/XX/20XX6**. Following the initial term, the lease may (subject to UCHA approval) be renewed automatically on a ☐ month-to-month ☐ semi-annual

☐ annual ☐ indefinite basis until: (1) a termination of the lease by the Owner in accordance with paragraph 10; (2) a termination of the lease by the Tenant in accordance with the lease or by mutual agreement during the term of the lease; (3) a termination of the Housing Assistance Payments contract by the UCHA; or (4) the UCHA terminates assistance for the family. The lease for the contract unit has been approved by the UCHA. The lease may not be revised unless any lease revision has been approved in writing by the UCHA.





### 3. Utilities and Appliances

The Owner shall provide for or pay for the utilities and appliances as indicated below an "O" without any additional charge to the Tenant. The Tenant shall provide or pay for the utilities and appliances as indicated below by a "T".

<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>	<u>Item</u>	<u>Provided by</u>	<u>Paid by</u>
Heating	Natural gas _____	_____	Water Heating	Natural gas _____	_____
	Bottle gas _____	_____		Bottle gas _____	_____
	Oil/Electric _____	_____		Oil/Electric _____	_____
	Coal/Other _____	_____		Coal/Other _____	_____
Cooking	Natural gas _____	_____	Water	_____	_____
	Bottle gas _____	_____	Sewer	_____	_____
	Oil/Electric _____	_____	Trash Collection	_____	_____
Coal/other	_____	_____	Range/Microwave	_____	_____
Other Electric	_____	_____	Refrigerator	_____	_____
Air Conditioning	_____	_____	Other (specify) _____	_____	_____

### 4. Use and Occupancy of Contract Unit

- The family must use the contract unit for residence by the family. The unit must be the family's only residence.  
(Tenant may provide reasonable accommodations to guests or visitors whose stay is less than thirty (30) days.)
- The composition of the family residing in the contract unit must be approved by the UCHA.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- During the lease term, the family will reside in the unit with assistance under the program.
- Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

### 5. Maintenance and Utilities: Owner and Family Responsibility

- The Owner must maintain the contract unit and premises in accordance with the HQS. (Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.)**

- The Owner or his agent may enter the dwelling unit only for the following purposes: (a) to inspect to see if Tenant is complying with his agreement, (b) to make repairs, and (c) to exhibit the unit to prospective purchasers, mortgagees, Tenants, and workmen. Tenant shall not unreasonably withhold consent to the Owner to enter for such purposes. However, Owner shall, except in an emergency such as fire, give the Tenant at least twenty-four hours notice of his intent to enter and may then enter only at a reasonable time. If an emergency occurs, the Owner shall, within two days thereafter, notify Tenant in writing of the date, time, purpose and results of such entry.
- The UCHA shall be free to inspect the premises covered by the lease periodically, but not less often than annually, to assure that the physical condition thereof continues to meet UCHA standards of decent, safe and sanitary housing and to determine whether the services required to be provided hereunder are being provided to premises. In the event the UCHA reasonably determines that either (a) the physical condition of the premises does not meet UCHA standards for decent, safe and sanitary housing, other than as a result of actions by the Tenant, or (b) one or more of the services specified herein are not being provided to the premises, or (c) that the Owner is in breach of any of the conditions of this lease, the UCHA may give written notice to the Owner to correct the deficiencies within thirty (30) days. Upon the Owner's failure to do so, the UCHA shall have the right, in addition to its other rights and remedies under the JBHP HAP contract, to terminate or reduce housing assistance payments or to terminate the JBHP HAP contract.
- The Owner must provide all utilities needed to comply with HQS.
- The Owner is not responsible for damages beyond normal wear and tear caused by any member of the household or guest.

- The Owner is not responsible for a breach of the HQS that is caused by any of the following:**

- The family fails to pay for any utilities that the Owner is not required to pay for under the lease, but which are to be paid by the Tenant;
- The family fails to provide and maintain any appliances that the Owner is not required to provide under the lease, but which are to be provided by the Tenant; or

- (3) Any member of the household or guest damages the contract unit or the premises (damages beyond ordinary wear and tear which are HQS fails).

**c. The family must pay for any utilities and provide any appliances that the Owner is not required to pay for or provide under the lease.**

**d. Tenant's Obligation**

- (1) Tenant shall keep the dwelling in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring Tenant to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts of or neglect by Tenant or others occupying with his permission, Tenant, upon prior agreement with Owner, may repair such damage at his own expense. If, (a) Tenant fails to make agreed upon repairs, or, (b) Owner agrees to make repairs, Owner may cause such repairs to be made and Tenant shall be liable to Owner for any reasonable expense thereby incurred by Owner.
- (2) The Tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease which charge shall be in the amount of **\$50.00** plus **\$0.00** per day until said delinquent rent is paid. Said late charge will be in addition to the usual monthly rental and will apply if rent is unpaid on the **5th** of the month.

**e. Pets:** Tenant may \_\_\_\_\_ or may not x keep a pet on the premises.

**f. Noise.** Tenant agrees not to allow on his premises any excessive noise or other activity which materially disturbs the peace and quiet of other Tenants in the building. Owner agrees to prevent other Tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and quiet.

**g. Housing services.** The Owner must provide all housing services as agreed to in the lease.

**6. Term of Lease**

**a. When lease terminates.**

The term of the lease terminates if any of the following occurs:

- (1) The lease terminates (as in paragraph b);  
 (2) The JBHP HAP contract terminates; or  
 (3) The UCHA terminates program assistance for the family.

**b. Termination of lease**

The lease terminates if:

- (1) The Owner terminates the tenancy;  
 (2) The Tenant terminates the lease with a ☐ calendar day ☐ calendar day notice; or  
 (3) The owner and the Tenant agree to terminate the lease.

**c. Termination of assistance.**

The UCHA may terminate program assistance for the family for any grounds authorized in accordance with UCHA requirements. If the UCHA terminates program assistance for the family, the JBHP HAP contract terminates automatically.

**7. Rent to Owner**

- a. The Owner may not demand or accept any payment from the Tenant for rent of the unit in excess of the rent to Owner as provided in the UCHA-approved lease. The Owner must immediately return any excess rent payment by the Tenant. (*The initial rent to Owner may not exceed the amount approved by the UCHA.*)
- b. The rent to Owner must be reasonable in comparison with rents charged for comparable units in the private unassisted market.
- c. The Owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to Owner. Rent to Owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the Owner in accordance with the lease.
- d. The Owner must immediately return any excess rent payment to the Tenant.

- e. Owner must provide the UCHA with at least a 60 calendar day notice of any rent to owner increase. Upon approval by UCHA of rent increase, the UCHA will provide written notice to Owner and family of new rent amount along with effective date. The UCHA shall have the right to review any rent increase during the term of the lease to determine whether the rent increase is reasonable. If the increase is not reasonable, the UCHA will disapprove such increase. (*Changes in the rent to Owner shall be determined by the provisions of the lease. However, the Owner may not raise the rent during the initial term of the lease.*)

**8. Housing Assistance Payment**

- a. Each month the UCHA will make a housing assistance payment to the Owner on behalf of the Tenant family in accordance with the JBHP HAP contract. The amount of the housing assistance payment will be determined by the UCHA.
- b. The monthly housing assistance payment by the UCHA shall be credited toward the monthly rent to Owner under this lease. The balance of the monthly rent shall be paid by the Tenant.
- c. The Tenant is not responsible for payment of the portion of rent to Owner covered by the housing assistance payment under the JBHP HAP contract between the Owner and the UCHA. The Owner may not terminate the tenancy of the family for nonpayment of the UCHA housing assistance payment.

**9. Other Fees and Charges**

- a. Rent to Owner does not include cost of any meals or supportive services which may be provided by the Owners.
- b. This lease does not require the Tenant or family members to pay charges for any meals or supportive services or furniture which may be provide by the Owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The Owner may not charge the Tenant extra amounts for items customarily included in rent to Owner in the locality, or provided at no additional cost to unsubsidized Tenants in the premises.

**10. Termination of Tenancy by Owner**

**a. Grounds.**

- i. During the term of the lease, the Owner may only terminate the tenancy on the following grounds: (in accordance with lease and JBHP requirements)
  - (1) Serious or repeated violation of the terms and conditions of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the Tenant in connection with the occupancy or use of the contract unit and the premises.
  - (3) Criminal activity (as provided in paragraph b); or
  - (4) Other good cause (as provided in paragraph c).
- ii. The requirement to terminate tenancy for such grounds:
  - (1) Only applies during the term of the lease, including the initial term and any extension term; and
  - (2) Does not apply if the Owner terminates the tenancy at the end of the initial term, or at the end of any successive definite term

**b. Criminal activity.**

Any of the following types of criminal activity by the Tenant, any member of the household, a guest or another person under the Tenant's control shall be cause for termination of tenancy.

- (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
- (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (3) Any violent criminal activity on or near the premises; or
- (4) Any drug-related criminal activity on or near the premises.

The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the Owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (1) Illegal use of a controlled substance; or
- (2) Abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The Owner may terminate the tenancy if any member of the household is:

- (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
- (2) Violating a condition of probation or parole under Federal or State Law.

**c. Other good cause for termination of tenancy.**

- (1) During the first year of the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial term of the lease or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the first year of the lease, such good cause includes:
  - (a) The Tenant's failure to accept the Owner's offer of a new lease or revision;
  - (b) The Owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the Owner's desire to rent the unit for a higher rent).

**d. Nonpayment by UCHA: Not grounds for termination of tenancy.**

- (1) The tenant is not responsible for payment of the portion of contract rent covered by the housing assistance payment under the JBHP HAP contract between the Owner and the UCHA.
- (2) A UCHA failure to pay the housing assistance payment to the Owner is not a violation of the lease. During the term of the lease, the Owner may not terminate the tenancy of the family for nonpayment of the UCHA housing assistance payment.

**e. Eviction by court action.**

The Owner may only evict the Tenant from the contract unit by instituting a court action.

**11. Owner Termination Notice**

**a. Notice of grounds.**

- (1) The Owner must give the Tenant a notice that specifies the grounds for termination of tenancy. The notice of grounds must be given at or before commencement of the eviction action.
- (2) The notice of grounds may be included in, or may be combined with, any Owner eviction notice to the Tenant.

**b. State or local eviction notice.**

- (1) Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action.
- (2) The Owner must give the UCHA a copy of any Owner eviction notice to the Tenant at the same time that the Owner gives notice to the Tenant.

**12. Offer of New Lease**

The Owner may offer the family a new lease, for a term beginning at any time after the initial term. The Owner must give the Tenant written notice of the offer, with a copy to the UCHA, at least 60 calendar days before the proposed beginning date of the new lease term. The offer must specify a reasonable time limit for acceptance by the family.

**13. Lease Termination or Move Out by Family**

a. The Tenant may terminate the lease without cause at any time after the first year. The lease may not require the Tenant to give more than a ☐ 30 calendar day or ☐ 60 calendar day notice of such termination to the Owner.

b. The Tenant must notify the UCHA and the Owner before the family moves out of the unit.

**14. Execution of JBHP HAP Contract**

a. This lease has been signed by the parties on the expectation that the UCHA will promptly execute a JBHP HAP contract with the Owner. This lease shall not become effective unless the UCHA has executed a JBHP HAP contract with the Owner effective the first day of the term of the lease.

b. The JBHP HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. Unless the JBHP HAP contract has been executed by the end of this period, this lease shall be void.

**15. Prohibited Lease Provisions**

The following types of lease provisions are prohibited by JBHP. If there is any prohibited provision in this lease, the provision shall be void.

**a. Agreement to be sued.**

Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Owner, in a lawsuit brought in connection with the lease.

**b. Treatment of personal property.**

Agreements by the Tenant that the Owner may take, hold, or sell personal property of household members without notice to the Tenant, and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property left in the contract unit after the Tenant has moved out. The Owner may dispose of this personal property in accordance with state and local law.

**c. Excusing Owner from responsibility.**

Agreement by the Tenant not to hold the Owner or Owner's agent legally responsible for any action or failure to act, whether intentional or negligent.

**d. Waiver of notice.**

Agreement by the Tenant that the Owner may institute a lawsuit against the Tenant without notice to the Tenant.

**e. Waiver of legal proceedings.**

Agreement by the Tenant that the Owner may evict the Tenant or household members (1) without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or (2) before a court decision on the rights of the parties.

**f. Waiver of jury trial.**

Agreement by the Tenant to waive any right to a trial by jury.

**g. Waiver of right to appeal court decision.**

Agreement by the Tenant to waive any right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

**h. Tenant chargeable with cost of legal actions regardless of outcome.**

Agreement by the Tenant to pay the Owner's attorney fees or other legal costs even if the Tenant wins in a court proceeding by the Owner against the Tenant. However, the Tenant may be obligated to pay costs if the Tenant loses.

**16. Security Deposit**

a. The Owner may collect a security deposit from the Tenant. (However, the UCHA may prohibit the Owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the Owner to unassisted tenants. Any such UCHA-required restriction must be specified in the JBHP JBHP HAP contract.)

b. When the family moves out of the contract unit, the Owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid Tenant rent, damages to the unit or other amounts that the Tenant owes under the Lease.

c. The Owner must give the Tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner, the Owner must promptly refund the full amount of the unused balance to the Tenant.

d. If the security deposit is not sufficient to cover the amounts the Tenant lowest under the lease, the Owner may collect the balance from the Tenant.

**17. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, executive orders, and regulations, the Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**18. Conflict with Other Provisions of Lease**

a. The terms of tenancy addendum as prescribed by JBHP in accordance with Federal law and regulation, as a condition of Federal or State assistance to the Tenant and Tenant's family under the JBHP.

**19. Changes in Lease or Rent**

a. The tenant and the owner may not make any changes in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the UCHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the UCHA has approved a new tenancy in accordance with program requirements and has executed a new JBHP HAP contract with the owner.

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (2) If there are changes in lease provisions governing the term of the lease;
- (3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. UCHA approval of the tenancy, and execution of a new JBHP HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the UCHA of any changes in the amount of the rent to owner at least sixty (60) days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or predetermined by the UCHA.

**20. Written Notices**

When this lease requires any notice by the Tenant or the Owner, the notice must be in writing.

**21. Definitions**

**Contract unit.** The housing unit rented by the Tenant with assistance under the Program.

**Family.** The persons who may reside in the unit with assistance under the program.

**JBHP HAP contract.** The housing assistance payments contract between the UCHA and the Owner. The UCHA pays housing assistance payments to the Owner in accordance with the JBHP HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any UCHA approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Justice Bridge Housing Program.** The tenancy under this lease will be assisted with rent subsidy for a tenancy under the JBHP.

**Housing quality standards (HQS).** The minimum quality standards for the contract unit as established by HUD under the Section 8 Tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**Lease Agreement.** The written agreement between the Owner and the Tenant for the lease of the contract unit to the Tenant. The lease includes the tenancy addendum.

**UCHA.** Union County Housing Authority, a Public Housing Agency established by public law.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Justice Bridge Housing Program.

**Rent to Owner.** The total monthly rent payable to the Owner under the lease for the contract unit. Rent to Owner is the sum of the portion of rent payable by the Tenant plus the UCHA housing assistance payment to the Owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f)

**Tenancy Addendum.** The lease language required by JBHP.

**Tenant.** The family member (or a member) who leases the contract unit from the Owner.

**Signatures:**

**Tenant**

**Owner**

\_\_\_\_\_  
**Print or Type Name of Tenant**

\_\_\_\_\_  
**Print or Type Name of Owner**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print or Type Name and Title of Signatory**



## **Tool 3.7**

### **Tenancy Addendum Union County Housing Authority (UCHA) Justice Bridge Housing Program (To be attached to Tenant Lease Agreement)**

#### **1. Justice Bridge Housing Program (JBHP)**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the JBHP.
- b. The owner has entered into a JBHP Housing Assistance Payments Contract (JBHP HAP) contract with the UCHA under the voucher program. Under the JBHP HAP contract, the UCHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### **2. Lease**

- a. The owner has given the UCHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the JBHP HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

#### **3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the UCHA. The family must promptly inform the UCHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the UCHA.
- c. The contract unit may only be used for residence by the UCHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

#### **4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the UCHA.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or re-determined by the UCHA, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

#### **5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the UCHA housing assistance payment.



- b. Each month, the UCHA will make a housing assistance payment to the owner on behalf of the family in accordance with the JBHP HAP contract the amount of the monthly housing assistance payment will be determined by the UCHA.
- c. The monthly housing assistance payment shall be credited against the monthly rent tot owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the UCHA housing assistance payment under the JBHP HAP contract between the owner and the UCHA. A UCHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the UCHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

## 6. Other fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and placement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and appliances

- (1) The owner must provide all utilities neded to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and UCHA requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d.)

**c. Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
  - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or
  - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

**d. Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

**e. Eviction by court action.** The owner may only evict the tenant by a court action.

**f. Owner notice of grounds**

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the UCHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**9. Lease: Relation to JBHP HAP Contract**

If the JBHP HAP contract terminates for any reason, the lease terminates automatically.

**10. UCHA Termination of Assistance**

The UCHA may terminate program assistance for the family for any grounds authorized in accordance with UCHA requirements. If the UCHA terminates program assistance for the family, the lease terminates automatically.

**11. Family Move Out**

The tenant must notify the UCHA and the owner before the family moves out of the unit.

**12. Security Deposit**

a. The Owner may collect a security deposit (not to exceed \$500) from the tenant. An additional \$500 tenant damage allowance will be approved by the UCHA after the Owner provides proof of damages and repair of the damages.

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit and tenant damage allowance are not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

**13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

**14. Conflict with Other Provisions of Lease**

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the UCHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the UCHA has approved a new tenancy in accordance with program requirements and has executed a new JBHP HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances:

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. UCHA approval of the tenancy, and execution of a new JBHP HAP contract, is not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the UCHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the space as most recently determined or re-determined by the UCHA.

## 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**JBHP HAP contract.** The housing assistance payments contract between the UCHA and the owner. The UCHA pays housing assistance payments to the owner in accordance with the JBHP HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any UCHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum.

**UCHA.** Housing Authority of the County of Union.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Justice Bridge Housing Program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the UCHA housing assistance payment and incentive payment to the owner.

**Tenant.** The family member (or a member) who leases the unit from the owner.



### **Tool 3.8**

## **JUSTICE BRIDGE HOUSING PROGRAM STATEMENT OF FAMILY OBLIGATIONS**

1. The family must:
  - a. Supply any information that the Public Housing Authority of Union County (PHA) determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family.
  - b. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
  - c. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
  - d. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time.
  - e. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
  - f. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
  - g. Use the assisted unit for residence by the family. The unit must be the family's only residence.
  - h. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
  - i. Request PHA written approval to add any other family member as an occupant of the unit.
  - j. Promptly notify the PHA in writing if any family member no longer lives in the unit. Give the PHA a copy of any owner eviction notice.
  - k. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
2. Any information the family supplies must be true and correct.
3. The family (including each family member must not:
  - a. Own or have any interest in the unit.
  - b. Commit any serious or repeated violation of the lease.
  - c. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - d. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - e. Sublease or let the unit or assign the lease or transfer the unit.
  - f. Receive JBHP assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
  - g. Damage the unit or premises (other than ordinary wear and tear) or permit any guest to damage the unit or premises.
    - h. Receive JBHP assistance while residing in a unit owned by a parent, child,



grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

i. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse or Co-Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of PHA Official

\_\_\_\_\_  
Date



**Tool 3.9**  
**Housing Authority of Union County**  
**Amendment to the Administrative Plan**  
**Exception to Denial of Rental Assistance Under Housing Choice Voucher**

The Union County Housing Authority will admit an otherwise Housing Choice Voucher eligible family, if the household member that has been found guilty of a drug-related or felonious, non-violent criminal activity, is enrolled in good standing in a court mandated rehabilitation program or parole/probation re-entry program, was a resident of Union County (Pennsylvania) at the time of his/her arrest and the following prerequisites are met:

1. In accordance with the Union County Justice Bridge Housing Program, the Union County Housing Authority will allow justice-involved individuals who have been convicted of certain felony charges and are under a probation/parole office supervised re-entry program to participate in the HCV Program. Each case would be decided on its own merits and the recommendation of the Justice Bridge Housing Program (JBHP) committee.

2. Under Housing Choice Voucher, it will be highly recommended of the justice- involved participant to utilize the services provided by the CMSU, CAA, and UCHA for as long as the participant remains eligible for the Housing Choice Voucher program. This will include a specific plan of services, timelines, expectations, and formal reviews as determined appropriate. Follow-up periodic meetings will be held to determine whether the justice re-entry goals and objectives are being met. Corrective action will take place as needed to help insure the maximum chance of success.

3. If participant non-compliance is determined at any time during the re-entry process, UCHA, following our normal Housing Choice Vouchers procedures, would take appropriate action to terminate the household's Housing Choice Voucher rental assistance.

4. The normal application process and all other Housing Choice Voucher program guidelines must be met in order for eligibility to be determined and Housing Choice Voucher subsidy to continue. However, if a program participant's name comes to the top of the HCV waiting list and they have not fulfilled their year on the JBHP, they will maintain their position of the HCV waiting list.

5. All justice involved participants must comply with the Federal Register Section 982.552 which relates to PHA denial or termination of assistance for the family.







## TOOL 4: DECODING CRIMINAL JUSTICE LANGUAGE - A GLOSSARY FOR PERSONNEL OF PUBLIC HOUSING AUTHORITIES

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### **Actuarial Assessment**

An **evidence-based** tool used to assess an inmate's or discharged inmate's **risk of recidivism** by scoring his or her **risk factors**. The "Criminal Justice Risk and Needs Assessment Triage" (RANT) is one actuarial assessment.

### **Accelerated Rehabilitative Disposition (ARD)**

The Accelerated Rehabilitative Disposition program is a pre-trial alternative for certain first time offenders facing disposition on a non-violent offense. The District Attorney's Office establishes the eligibility criteria and must approve the offender's application. The Adult Probation and Parole Department supervises those placed into ARD. Successful participants can earn a dismissal of the charges and are eligible for an expungement.

### **Best Practice – see Evidence-Based Practice**

### **Criminal Justice Advisory Board (CJAB)**

CJABs are county-level planning and problem solving groups typically comprised of leaders in justice systems, social services, and judiciaries, with the mission to examine and address community criminal justice issues from a systemic and policy perspective. CJABs recommend ways in which public safety agencies and private organizations can efficiently, effectively, and collaboratively deliver criminal justice programs throughout the county.

### **Criminogenic Factors – see Recidivism Risk Factors**

### **Day Reporting Center**

Day Reporting Center is a county intermediate punishment program that allows offenders who meet the program's criteria to be released from the jail early. Programs work to address the risk factors that contribute to criminal behavior; this may include supervision and treatment programs, such as life skills training, drug and alcohol treatment, mental health treatment, education, and job readiness.

### **Evidence-Based Practice**

Also called **best practice**, evidence-based practices are strategies, activities, or approaches that have been shown through research and evaluation to be effective and/or efficient.

### **Intermediate Punishment**

Intermediate Punishment is a sentencing alternative that may include minimal incarceration, electronic monitoring, intensive supervision, treatment and, in most

cases, community service. Restrictive Intermediate Punishment is an enhanced version of Intermediate Punishment. Offenders convicted of a violent offense are not eligible for Intermediate Punishment.

### **Justice-Involved**

Involvement in the criminal justice system at any level for violation of a law. The term can be used in either the singular or plural sense, as in “the justice-involved.”

### **Max Out**

Sentencing is handed down with a minimum and maximum term. Offenders are typically eligible for parole after the minimum amount of time served. An offender who has “maxed out” has been incarcerated for the entire maximum sentence and, upon release, is not under **parole** supervision.

### **Parole**

Parole is a conditional release of a prisoner from incarceration to serve the balance of the original sentence under the supervision of a parole officer. Parolees include those adults conditionally released to community supervision whether by parole board decision or by mandatory conditional release after serving a prison term. They are subject to being returned to jail or prison for **technical violations** or other offenses. A parole officer is also a **probation** officer.

### **Probation**

Probation is an alternative to incarceration. It is the suspending of incarceration of a convicted offender and giving the offender freedom during good behavior under the supervision of a probation officer. Probationers include adult offenders whom courts place on community supervision generally in lieu of incarceration. A probation officer is also a **parole** officer.

### **Recidivism**

Recidivism refers to re-entering the criminal justice system after discharge from it, such as release from jail or prison. There is no one common definition of recidivism. The Pennsylvania Department of Corrections defines it as the first instance of rearrest or reincarceration of a discharged inmate. See **Recidivism Risk Factors**.

### **Reentry Management Organization (RMO)**

An RMO is a collaboration of groups that work with ex-offenders, so that **recidivism** is reduced. An RMO has a two-pronged mission – to achieve safer communities, and to provide support and assistance to people with criminal records.

### **Risk Factors for Recidivism**

Called **criminogenic factors** in criminal justice studies, risk factors constitute an **evidence-based** understanding of what factors or circumstances are linked to higher or lower risk of **recidivism**. These factors are (1) the way the person thinks (“anti-social cognition”), (2) anti-social personality, (3) peer relations – i.e., associating with anti-social companions, (4) family dysfunction, (5) abuse of drugs or alcohol, (6) lack of education, (7) lack of employment, and (8) use of leisure time. In addition, discharged inmates tend to have few or weak connections within a particular community. Former inmates are at highest risk for recidivism the first year after discharge.

### **Technical Violation**

**Parole** places specified restrictions and requirements on the paroled offender. A violation of any of these is a technical violation. The consequence can be re-incarceration. Examples of technical violations are missing appointments with the parole officer, violating travel restrictions, driving without a valid license, or refusing to undergo drug or alcohol treatment.





## TOOL 5: DECODING HOUSING LANGUAGE - A GLOSSARY FOR CRIMINAL JUSTICE PERSONNEL

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### **Affordable Housing**

Affordable housing is generally defined as housing where the occupant is paying no more than 30 percent of his or her adjusted gross income for housing costs, including utilities. Households paying greater than 30% of their income for housing are considered cost burdened and those paying greater than 50% of their income for housing are considered severely cost burdened.

### **Area Median Income (AMI)**

Area Median Income (AMI) is the midpoint in the income distribution within a specific geographic area. By definition, 50% of households earn less than the median income, and 50% earn more. HUD calculates AMI levels for different communities annually, with adjustments for family size. AMI is used to determine the eligibility of applicants for both federally and locally funded housing programs.

### **Assisted Housing**

Housing that is subsidized with public funds to reduce the cost of development or to make the rent or mortgage more affordable to the tenants or buyers.

### **Bridge Housing**

This is "The Bridge" that provides temporary rental assistance until affordable permanent housing can be secured. The time period for rental assistance can vary, but assistance is usually not provided for more than 18 – 24 months.

### **Cost Burden**

The extent to which gross housing costs, including utility costs, exceed an acceptable percentage of adjusted gross income. (An acceptable percentage of gross income is usually 30% of gross income – see **Affordable Housing**.) For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

### **Development**

A housing development is any number of housing units constructed or renovated with or without subsidy programs. May be referred to as "property" or "site" or "apartment complex."

### **ESG (Emergency Solutions Grant)**

ESG provides funding for homelessness prevention and re-housing, as well as emergency shelter.

## Fair Housing

The Fair Housing Amendment Act of 1988 prohibits discrimination in housing based on disability, race or color, national origin, religion, sex and familial status. In addition to not discriminating against people with disabilities, real estate agents, lenders, property managers, and appraisers must provide individuals with disabilities with “reasonable accommodations” in their policies, practice and services.

## Fair Market Rent (FMR)

An amount determined by the Department of **Housing and Urban Development (HUD)** to be the cost of modest, non-luxury rental units in a specific market area. Households with **Housing Choice Vouchers** (formerly “Section 8”) can only rent units that do not exceed the Fair Market Rents (FMRs) in their community. FMRs are gross rent estimates that include the cost of the actual rent plus the cost of utilities, except telephone.

## HOME

The HOME Investment Partnership Act was authorized under the National Affordable Housing Act of 1990. It is a formula-based allocation program intended to support a wide variety of state and local affordable housing programs. The formula funding allows state and local governments flexibility to use the money in ways that best meet locally-defined needs. Funds can be used for acquisition, construction, reconstruction and moderate or substantial rehabilitation activities that promote affordable rental and ownership housing. HOME funds can also be used for tenant-based rental assistance programs.

## Household

A person or group of people who occupy a housing unit as their usual place of residence. The number of households equals the number of occupied housing units in a census.

## Housing Choice Voucher Program (formerly called Section 8)

A term used in reference to many of **HUD’s** federal housing assistance programs, with numerous categories of tenant based and site based subsidies. The term is most commonly used in reference to Section 8 vouchers (tenant based rental assistance). These rental subsidies are available through local **Public Housing Authorities** (PHA's).

## Housing Quality Standards (HQS)

The minimum standards a rental unit must meet under the **Housing Choice Voucher** program. If a unit does not pass an HQS inspection, the voucher holder will not receive rental assistance for that unit. HQS are established by **HUD**.

**Housing Trust Fund or Act 137 Funds**

A housing trust fund is a tool that local governments can use to create or leverage housing resources to enhance their ability to meet the affordable housing needs of their residents. Since the Act's passage in 1992, more than half of Pennsylvania's 67 counties altogether have raised more than \$125,000,000 for affordable housing related programs in their communities. Those programs have ranged from senior citizen housing to owner-occupied rehabilitation work to providing financial assistance for developing rental housing.

**Housing Unit**

A housing unit can be a house, apartment, condominium, townhouse, mobile home or trailer, group of rooms, or single room that is occupied as a separate living quarters or other living space intended for occupancy by a single individual or family.

**HUD – U.S. Department of Housing & Urban Development**

The federal agency that funds and regulates numerous housing assistance programs. HUD's mission is to increase home-ownership, support community development and increase access to affordable housing free from discrimination.

**Lease**

A lease is a contract for renting of a housing unit, land, or other property for a specified monetary amount, and usually for a specified period of time.

**LIHTC - Low Income Housing Tax Credit Program**

The Low Income Housing Tax Credit Program became law through of the Tax Reform Act of 1986. LIHTC does not provide loans or grants but rather a tax incentive to owners of affordable rental housing. Housing developers receive a federal tax credit in exchange for housing units that are targeted to people at "low" and "very low" income levels. In PA this program is operated by the Pennsylvania Housing Finance Agency (PHFA) that directs private capital toward the creation of affordable rental housing.

**Low Income Household**

A household whose income does not exceed 80 percent of the **area median income** for the area, as determined by **HUD**, with adjustments for family size.

**Mixed Income Housing**

Housing that contains units renting or selling below market rate, for those earning



less than the **area median income**, as well as market rate units, for the general market.

### **Moderate Income Household**

A household whose income is between 81 percent and 95 percent of the **area median income**, as determined by **HUD**, with adjustments for family size.

### **Move-In Money**

Amount tenant needs to pay landlord at **lease** signing in order to move into the rental unit. Typically this is first month's rent and **security deposit**, and often last month's rent. Other move-in expense could be utility deposit (if rent includes utilities) or pet deposit.

### **Operating Expenses**

The ordinary expenses of operating and maintaining an income property, including taxes, insurance, repairs, utilities, etc.

### **Overcrowded**

The condition of having more than one person per room in a residence. *Severe overcrowding* is the condition of having 1.51 persons or more per room.

### **Preference**

A term used when a housing program elects to give priority to one or more specified populations in its waiting list for housing assistance; in effect, maintaining separate waiting lists for individuals or families who meet specific criteria, such as disability, homeless, elderly.

### **Project Based Rental Assistance (PBRA)**

PBRA is a rental subsidy that is associated with specific housing units to make them affordable to low income households. Tenants living in units with project based rental assistance give up the right to that assistance upon moving from the project. See **Tenant-Based Rental Assistance**.

### **Public Housing**

Housing which is operated by a **public housing authority** or agency.

### **Public Housing Authority or Public Housing Agency (PHA)**

A PHA is any local, regional, or state agency that receives federal funds to operate such low-income housing programs as Public Housing or the Housing Choice

Voucher program. PHAs are regulated by **HUD**, and each PHA is governed by a board of directors.

### **Rent Reasonableness**

The rent must be reasonable when compared to other units of similar location, type, size, and amenities within the community. **HUD**'s standard for most **rental subsidies** is whichever amount is lower – reasonable rent or **Fair Market Rent**.

### **Rental Subsidies**

Rental subsidies are funds that supplement rental income, either through **tenant-based rental assistance** or **project-based rental assistance**.

## **Section 8 -- See Housing Choice Vouchers**

### **Security Deposit**

Also called “damage deposit,” in accordance with state landlord-tenant law a landlord may require a security deposit of tenants, usually paid when the **lease** is signed as part of **move-in money**. Typically the security deposit equals one month's rent. The landlord banks (escrows) this against the cost of repairing damages to the rental unit above and beyond normal wear and tear after the tenant has vacated the unit. The landlord must account to the tenant within 30 days of vacating the use of the security deposit, and must return any unused portion.

### **Self-Sufficiency Program**

Called “Family Self-Sufficiency” in the **Housing Choice Voucher** program, Self-Sufficiency provides an incentive for monetary savings but matching a set percentage, usually 100% or more, of the money deposited into a savings account by a participant. The account is escrowed by the **Public Housing Authority** or another organization on behalf of the participant, and can be withdrawn only for approved purposes such as housing costs, car purchase, or tuition for schooling.

### **Subsidized Housing**

This is housing in which tenants pay less than the going market rate for rent, typically 30% of their income. Subsidized housing receives financial assistance from one or more public agencies to build or operate the development, or to help pay for some of the rent and utility costs. Rents are typically set according to **Fair Market Rents** (FMRs). Household income guidelines, based on **Area Median Income** (AMI), determine eligibility to live in subsidized housing.

**Tenant-Based Rental Assistance (TBRA)**

TBRA is used to assist low- and very low income families to obtain decent, safe, and sanitary housing in private rental accommodations by making up the difference between what they can afford and the approved rent for an adequate housing unit. Rental assistance is provided to the tenant instead of the project (see **Project-Based Rental Assistance**), so the assisted tenant may move from one dwelling unit with a right to continued rental assistance at another dwelling unit. The **Housing Choice Voucher** program is an example of tenant-based rental assistance.

**Very Low Income Households**

A household whose income does not exceed 50 percent of the **area median income**, as determined by **HUD**, with adjustments for family size.

**Zoning**

Prescription by government entity of the purpose to which land or buildings may be put in specific areas, and of the architectural, structural and/or spatial elements of such land or buildings.



## TOOL 6: POTENTIAL FUNDING SOURCES FOR THE JUSTICE BRIDGE HOUSING PROGRAM

Note: The funding sources described in this Tool are based on availability and funder policies in the Commonwealth of Pennsylvania, where Union County is located. If your JBHP is located in a different state, use this Tool as a guide to research equivalent sources in your state. Descriptions include examples from Union County.

Three types of funds are needed to sustain a Justice Bridge Housing Program (JBHP):

- 1- Bridge Rental Assistance-to provide rental subsidies for the period from release from jail until the participant becomes either eligible for the Section 8 Housing Choice Voucher Program or able to pay market rent.
- 2- Permanent Rental Assistance- for individuals needing longer term rental assistance to ensure affordability of their housing
- 3- Program Operating Expenses- to cover personnel and other costs of administering the program

Following is a list of potential public and private resources by category of use.

### BRIDGE RENTAL ASSISTANCE

- **Pennsylvania Commission on Crime and Delinquency (PCCD)**  
PCCD administers a number of federal grants in Pennsylvania, including the Mental Health and Justice Involvement Initiatives grant that was used to pay for the rental assistance and operations for the first two years of the JBHP in Union County. This is a competitive grant that is announced on an annual basis and needs to be supported by the local Criminal Justice Advisory Board (CJAB).
- **HUD HOME Tenant Based Rental Assistance (TBRA) Funds**  
HUD HOME funds can be used to expand the supply of decent and affordable housing for low- and very low-income households. TBRA assistance for individual households may be up to two years. A 25% local match on project costs is required from non-federal resources for rental housing.
- **Emergency Solutions Grant (ESG) Homeless Prevention**  
The Pennsylvania Department of Community and Economic Development (DCED) administers ESG funds for most counties. ESG can be used for

homelessness prevention. Eligible activities include provision of housing relocation and stabilization services, and short- and/or medium term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in §576.2. This assistance may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition; have an annual income below 30 percent of median family income for the area; do not have sufficient resources or support network available to prevent them from moving to a shelter or unsheltered situation; and meet other conditions, including exiting a publicly funded institution or system of care, including a corrections program. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in his or her current permanent housing or move into other permanent housing and achieve stability in that housing.

- **Department of Corrections**

In Pennsylvania, the Department of Corrections (DOC) has a program to provide housing for individuals leaving State Correctional Institutions (SCIs). DOC issues periodic IFB’s (Invitation to Bid) under “Lot 3: Housing Assistance Program” for contractors interested in providing “housing coordination for the purpose of assisting the offender, and where necessary, their dependents in attaining independent living by securing safe and affordable housing that complies with policy established by the DOC and the Pennsylvania Board of Probation and Parole..” Winning contractors may conduct outreach, screening, case management, referrals and other residential services as well as up to 6 months rental assistance and housing support services to offenders referred to them by the DOC Bureau of Re-entry.

## PERMANENT RENTAL ASSISTANCE

- **HUD Housing Choice Voucher (HCV) Program**

The *Tenant Based* HCV program is the primary rental assistance program administered by most public housing authorities and is the primary source for permanent rental assistance in the JBHP following the bridge period.

The *Project Based* HCV program is another possible resource. A public housing authority (PHA) may allocate up to 20% of its voucher allocation to designated units in the community. However, in order to ensure integration of low-income households into the general community, no more than 25% of the units in a single building can receive Project Based subsidies. In order to provide these vouchers, the PHA needs to advertise for proposals to fill specific needs of the community, making sure that they remain in compliance with fair housing laws.

- **Health Choices Reinvestment**

Savings from Health Choices Plans may be reinvested in various housing activities including rental assistance. Persons with Serious Mental Illness must be the beneficiaries of the assistance and the specific amount and terms for the use of these funds is proposed by the County and approved by the Pennsylvania Office of Mental Health and Substance Abuse Services. Several JBHP participants in Union County have received permanent rental assistance through this resource, which will likely continue for this target population.

- **Other Federally Assisted Housing Providers**

Another alternative for providing subsidized permanent housing for program participants is to establish a partnership with one or more private housing providers that have government subsidized units. Depending on their funding source, these entities may be able to give a priority, preference, or set-aside a certain number of units for the target population. Frequently if the bridge housing provider is able to vouch for an individual's positive history in the bridge program, that can be an incentive to the private housing provider.

Specifically, through their Office of Multi-Family Housing, HUD has a new initiative to encourage its multifamily owners to establish homeless preferences for their properties. For example, in eastern Pennsylvania, HUD has partnered with the Pennsylvania Housing Finance Agency (PHFA), the Veterans Administration (VA), the Philadelphia Continuum of Care (CoC), nonprofits and others to build a team that assists owners and management agents to establish preferences to fill vacant units with individuals or families ready for permanent housing. When a vacancy occurs, homeless applicants are prioritized for that unit up to the number of units approved for a preference. All applicants must still meet program requirements and management company screening criteria.

Union PHA will be contacting subsidized housing providers on an as-needed basis to take JBHP participants.

## **OPERATING EXPENSES**

Operating funds for housing programs are often the most challenging funds to secure since many sources, both public and private, prefer to provide funds for direct program or service activities.

Operating costs for the Justice Bridge Housing Program need to be covered for the bridge period as well as a portion of the permanent housing period for some participants. This is because it is the policy of the program to shift eligible participants to the Housing Choice Voucher Program as soon as they rise to the top of the waiting list, which conserves the bridge rental assistance funds to enable more ex-offenders to be served. However, even though the source of the housing subsidy has changed, as long as the individual is under court supervision, he or she remains in the JBHP. Both support services and administration for these individuals continue, even though the bridge housing subsidy may have terminated.

Possible resources for operations include the following:

- **Public Housing Authority Resources**

Depending on the size of the authority's current Housing Choice Voucher Program (especially if large) and the size of the bridge program to be operated (especially if small), the extra administrative tasks may be absorbed by the existing HCV staff.

In addition, some PHAs have operating reserve funds that can be used for other purposes including the administration of the HCV or other eligible in-house programs. The Union County Housing Authority has used some of these funds to operate the Justice Bridge Housing Program.

- **City/County Revenue Sources**

To ensure long term sustainability of the justice bridge program it may be desirable to seek local funding through the annual budgeting process. If the rental assistance costs can be funded through other government programs, all or a portion of the on-going operating costs, which are a small portion of the total program costs, could be funded through general revenue sources.

Data collected so far from the JBHP clearly demonstrates that providing bridge housing is far more cost effective than the cost of incarceration. In many cases these savings will extend to other public systems as well, such as the homeless shelter, emergency room, mental health, and other services. Therefore a shifting of county dollars from criminal justice to housing may be warranted. One alternative for shifting these dollars might be to determine the average per person per day for individuals served in the housing program versus the jail and to allocate the cost savings to JBHP for administrative costs.

- **Increased HUD Housing Choice Voucher Administrative Fees**

The Union County PHA estimates that the actual per person per unit cost of administering the Housing Choice Vouchers (HCV) for the JBHP is 2.5 times the cost of the current administrative fee allowed by HUD (in 2016 those amounts were \$165 versus \$53). PHA staff engage in the following additional activities for the JBHP:

- Chair and participate in the selection/review committee, including monthly progress review for all participants in the program
- Increased role in apartment selection, landlord recruitment and relations
- Coordination of supportive services

Union PHA has met with its regional office to discuss the possibility of an increased administrative fee for participants of JBHP as well as to identify other potential funding opportunities.

## OTHER SOURCES

In addition to the above targeted resources, there are a number of funding sources that are flexible and can be used for operations, direct housing costs, or for supportive services for program participants:

- **Housing Trust Funds**

Housing Trust funds are dedicated funds to be used specifically to support affordable housing. These sources are generally the most flexible housing finance source and most responsive to local housing needs. As such, they can be used to fund direct or indirect program costs, including rental assistance and program operations. Justice bridge housing programs could be supported from county, state or national trust funds as described below:

### County Housing Trust Funds

In Pennsylvania, Act 137 was passed by the State Legislature in 1992. It permits counties to raise additional revenues to be used for affordable housing needs by increasing fees for recording mortgages and deeds. The additional funds can be expended for "any program or project approved by the county commissioners which increases the availability of quality housing, either sales or rental, to any county resident whose annual income is less than the median income of the county." Union County's Housing Trust Fund has been used to fund the County's first time homebuyers' program. Instead, a portion of the County housing trust funds could be used to fund JBHP. One strategy to facilitate this shift of dollars would be to work with a local bank to participate in the Federal Home Loan Bank's (FHLB) First Front Door Program. Under this



program, the FHLB will match \$3 for every \$1 a qualified homebuyer contributes to down payment and closing costs.

#### PHARE (State Trust Fund)

Pennsylvania Housing Affordability and Rehabilitation Enhancement Fund (PHARE) was established by Act 152 of 2010 to provide the mechanism by which certain allocated state or federal funds, as well as funds from other outside sources, would be used to assist with the creation, rehabilitation and support of affordable housing throughout the Commonwealth. While funds were not initially allocated under the legislation, specific requirements were established to include preferences, considerations, matching fund options, and obligations to utilize a percentage of the funds to assist households below 50% of the median area income. PHARE is administered by the Pennsylvania Housing Finance Agency (PHFA)

In October 2015, the legislature provided for a portion of the increased revenue from the Realty Transfer Tax to go to PHARE (capped at \$25 million). Uses of the funds are broad so JBHP would be an eligible project.

#### National Housing Trust Fund (NHTF)

The National Housing Trust Fund is intended to provide communities with funds to build, preserve, and rehabilitate rental homes that are affordable for extremely and very low income households. The NHTF is a permanent program, and will have dedicated sources of funding not subject to the annual appropriations process. At least 90% of the funds must be used for rental housing. At least 75% of the funds for rental housing must benefit extremely low income households, and up to 25% can benefit very low income households. Initial funding to the NHTF is expected in late 2016, with specific allocations to states. In Pennsylvania the NHTF will be administered by the Pennsylvania Housing Finance Agency.

- **PATH**

The Projects for Assistance in Transition from Homelessness (PATH) program is a formula grant to the 50 states. In Pennsylvania it is administered by the Office of Mental Health and Substance Abuse Services and passed through County Mental Health Offices to local provider organizations. Services are provided to people with serious mental illness, including those with co-occurring substance use disorders, who are experiencing homelessness or at imminent risk of becoming homeless. A variety of services can be provided, including: outreach, screening and diagnostic treatment; habilitation and rehabilitation, community mental health, alcohol or drug treatment services, and staff training. While Union is not currently receiving PATH funds, the state periodically opens up the process for new counties. While rental assistance is

not an eligible cost, in the future Union might apply for PATH funds for related services under JBHP.

- **PA Human Service Block Grants (HSBG)**

This program combines seven former state and federal funding streams to allow counties the flexibility to allocate funds where they are most needed. Funding streams include specified non-Medicaid and non-IDEA (Individuals with Disabilities Education Act) county appropriations including: Mental Health Community Programs, Intellectual Disabilities Community Base, County Child Welfare Special Grants, Homeless Assistance Program, PHARE, Behavioral Health Services and Human Service Development Fund. Within these sources a range of housing services are eligible for individuals with serious mental illness, including those being diverted or released from jail, individuals with intellectual disabilities, seniors, homeless and near homeless, children, and youth in transition. Bridge housing and other housing supports also eligible. Although Union County has not yet become a block grant county, it may consider applying in the future, which would give them more flexibility and potentially provide additional resources for the JBHP.

- **Neighborhood Assistance Program (NAP)**

PA's NAP is a tax credit program administered by the Department of Community and Economic Development (DCED) to encourage businesses to invest in projects which improve distressed areas or support neighborhood conservation. To be eligible, a project must fall under one of the following categories: affordable housing programs, community services, crime prevention, education, job training or neighborhood assistance. The project must have commitments from corporations that pay state corporate income taxes prior to applying to DCED for approval. Once approved, the corporations receive a 50% to 70% tax credit on each dollar contributed, depending on the type of program. Union could identify a local business interested in supporting the JBHP and receiving state corporate income tax credits.

- **Local Foundations/Endowment Funds**

Local foundations can be an excellent resource for funding of a justice bridge housing program. Two uses of these funds are particularly critical: for program start-up, and to endow a rental assistance fund. For program start-up, national study findings backed-up with pertinent local data can be essential to justify a request. In such cases, the request should include funds for the collection of key outcome data during the program year, with the goal of demonstrating the cost effectiveness of the program.

Since it may be difficult to obtain ongoing funds for bridge rental assistance, JBHP might consider establishing an endowment fund, which would require involvement of a non-profit entity to collect and manage the fund. The interest from such a fund could then be used to cover the rental assistance during the bridge period. The endowment fund could include funds from not only private foundations, but also from private corporations, government grants, local fund-raising activities, and individual donations. Faith-based organizations can also be excellent partners in such endeavors.

A public housing authority that administers Justice Bridge and also has a redevelopment arm might consider use of a portion of the developer's fee from its affordable housing development activities to initiate an endowment fund for JBHP. Once operational, such a fund might be expanded to serve other special needs populations as well as expanded housing models such as master leasing or shared housing.

- **Grant Opportunities**

In addition to the above, the New York Re-entry Resource Center lists the following websites containing information on public and private grant opportunities:

**[www.grants.gov](http://www.grants.gov) (Grants.gov)**

Access point for all federal RFPs. Can search for current grants by keyword, agency, or category. Can apply for federal grants online from this website. (Note: need to register in advance to apply for grants online. Otherwise, the grant application takes several days to process).

**<http://www.ojp.usdoj.gov/funding/> (Office of Justice Programs, US DOJ)**

Lists funding opportunities made available by the Office of Justice Programs, a division of the U.S. Department of Justice.

**<http://www.samhsa.gov/grants06/fy2006.aspx> (SAMHSA)**

Lists funding opportunities made available by the U.S. Substance Abuse and Mental Health Services Administration.

**<http://www.whitehousedrugpolicy.gov/funding/index.html> (Office of National Drug Control Policy)**

Lists drug-related funding opportunities, training and technical assistance, and other resources from public and private agencies.

**<http://criminaljustice.state.ny.us/pio/grantseekers.htm> (DCJS compilation)**

Federal grants compiled by (not administered by) the NYS Division of Criminal Justice Services.

**<http://www.jointogether.org/news/funding/>** (Join Together)

Website maintained by Join Together, a center at Boston University School of Public Health focused on addiction policy, prevention and treatment. Posts recent funding opportunities related to drug and alcohol addiction.

**<http://www.csh.org/index.cfm?fuseaction=Page.viewPage&pageId=685&noDeID=81>** (Corporation for Supportive Housing)

Lists funding opportunities of interest to supportive housing developers and funding providers.

**<http://www.reentry.net/ny>** (Reentry Net/NY's Grants Clearinghouse)

Maintains a running list of new RFPs and lists foundations with an interest in reentry.

**<http://www.rwjf.org/applications/solicited/cfplist.jsp>** (Robert Wood Johnson Foundation)

Lists current RWJF RFPs.

**<https://app.e2ma.net/app/view:Join/signupId:6559>** (HIRE Network)

Sign up here to receive funding announcements through its listserv and newsletters.

**<http://www.grants.gov/search/subscribeAdvanced.do>** (Grants.gov)

Sign up here to receive listings of new federal grants. One can customize the mailing as to eligible agencies, types of grants, etc.

**<http://foundationcenter.org/newsletters/>** (The Foundation Center)

Sign up here to receive free mailings with funding announcements. Additional grant seeking opportunities can be accessed through paid membership.

**<http://www.ncjrs.gov/subreg.html>** (National Criminal Justice Reference Service)

Sign up here to receive a bi-weekly newsletter that includes, among other announcements, new criminal justice-related funding opportunities.

**<https://www.ncjrs.gov/App/Secure/Registration/Register.aspx>** (US DOJ, Office of Justice Programs)

Sign up here to receive bi-weekly newsletters listing funding opportunities at the Office of Justice Programs (US DOJ)

**<http://nyc.gov/html/moc/html/bidderform.html>** (New York City Vendor Enrollment Application)

Vendors can apply here to receive periodic notifications as to contracting opportunities



## TOOL 7: IN THEIR OWN WORDS - HEARING FROM JUSTICE BRIDGE HOUSING PARTICIPANTS<sup>6</sup>

As part of a larger study on reentry programs in rural counties of Pennsylvania, two professors of criminal justice at Lock Haven University of Pennsylvania interviewed eight JBHP participants in spring 2014. Diana T. Myers and Associates (DMA) analyzed interview transcripts to determine which program components Justice Bridge Housing Program (JBHP) participants experienced as helpful or effective in reducing their own risk of recidivism, or conversely unhelpful or ineffective in reducing their own risks of recidivism. The primary focus of analysis was on recidivism risk factors: thinking/beliefs, personality related risk factors such as impulse control, peer relations, family, substance abuse, education, employment, leisure, and community connections. The secondary focus of analysis was on other program components that the participants found particularly helpful (i.e., positive or beneficial) or unhelpful (i.e., negative or detrimental).

All JBHP participants articulated a clear awareness that stable housing was important for their success. When asked their opinion of these statements, “I believe that housing stability plays an important role in successfully completing probation or parole,” and “I believe the Justice Bridge Housing Program will help me maintain stable housing,” six people “strongly agreed” and two “agreed” with each. This agreement came from participants who expressed some dissatisfaction with the size or location of their apartments as well as from participants who were completely satisfied.

In response to open-ended questions asking them to describe various aspects of their post-discharge situations and participation in JBHP, the largest number of statements had to do with change in a way of thinking and beliefs about themselves.

- “The program gave [me] the ability to get [myself] together.”
- “The JBHP helps me feel a sense of independence. I’m able to have my own place and get help at the same time...It gives me a sense of completion – some validation that somebody trusted me enough to want to fund me and help with housing.”

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<sup>6</sup> The material in this Tool is excerpted from Diana T. Myers and Associates, Inc. (2015), Housing Authority Reentry: Reducing the Risk of Recidivism through Housing Stability in Union County, Pennsylvania -- A Literature Review and Evaluation of the Justice Bridge Housing Program, Union County, PA.

- After his first JBHP apartment did not work out, John appreciated that “they already had another apartment...I’ve never had to be, ‘Crap – I don’t have a place to live,’ which is very heartwarming and it’s something that makes me feel very comfortable.”
- From a mother: JBHP “relieved me of the fear of not being able to take care of my children...I feel more secure about my choices...The biggest thing that [JBHP] has done for me is given me peace that I can raise my children in a household not like the one I was raised in.”
- In spite of living in a small apartment and being unemployed with thousands of dollars in fines in four counties, Scott said, “I’m happy. Believe it or not, I’m happy...That I’m in the program is a miracle in my eyes. JBHP is giving me the opportunity to get it together.”
- A similar sentiment from Tyler: “I’m glad I got into this program. I thought after being in jail for ten months it would feel weird to be free. I didn’t sleep the first night but after that I was good. I was just happy.”

The second largest number of statements had to do with building community connections along with a sense of being part of a broader community. This could include access to public (government) benefits.

- The most clearly articulated sense of new community connections came from Amy: “Now what I see as the community is so much bigger than people just walking down the street. I’ve realized the people with the authority are part of the community because now I can see the police or anybody who works in these [county government] buildings [and I] say ‘hi’ because they know me on a more personal level and...though I’m young and still learning and not really part of society yet, you know it helps me feel part [of the community].”
- “With a job and the positive reaction I have in the community I think I could succeed.”
- Reflecting on accepting “the crazy gift” of affordable housing, Jerome said, “We all need each other.”
- “Without [JBHP] I wouldn’t be part of the community.”
- Several participants mentioned use of benefits such as Food Stamps, CareerLink, other resources available at the Day Reporting Center, and local food pantry.

One participant expressed a negative sense of community, or a sense of alienation from the community: “I feel like people judge me that I’m getting free housing and I’m a drug addict and a convicted felon but I just kind of block it out and tell myself that somebody somewhere is proud of me and wants me to do good.” This woman used a positive way of thinking about herself to offset the feeling of community judgment against her.

Participants made a few references to other recidivism risk factors -- peer relations, family, substance abuse, education, and employment – in the context of Justice Bridge.

- Allen found it easier to control his abstention from alcoholic beverages in his own home, as opposed to sharing housing with a friend who does drink, because “it wouldn’t be correct to tell someone he can’t drink in his own house.”
- Several participants contrasted the “peace” of having their own home instead of living in the “chaotic” or even “hostile” environment of their parents’ homes, sometimes caused by alcohol or drug abuse of family members.
- Along with a few other participants, John regained a positive relationship with his family while in JBHP.
- Most participants mentioned the favorable location of their JBHP apartments – within walking distance of jobs or employment possibilities, meetings of Alcoholics Anonymous or Narcotics Anonymous, child’s school, and county Probation and Parole office.

Two aspects of the Justice Bridge Housing Program, neither of which is captured in the list of recidivism risk factors, were stressed by participants as being of particular help to them. First, they appreciated the ease of the program. Several participants contrasted this easiness with the difficulty of parole and the general difficulty of navigating the transition from jail to life out of jail.

- “I don’t see the housing as a program. I just signed the lease and pay my rent.”
- “If I had a question or needed something fixed or whatever,...everything got done right in a timely [and respectful] manner.”
- “The program is easy.” Union County Housing Authority took care of paperwork and finding apartments.
- JBHP provides “a chance – my being successful is different from the program being successful.”

Secondly, the participants greatly appreciated the Justice Bridge Housing Program Manager, who is the face of JBHP to participants. The Program Manager is key to the successful implementation of the Justice Bridge Housing Program. In her primary role as Housing Choice Voucher (HCV) Coordinator, she has developed relationships with landlords; she is cognizant of HCV policies and procedures, on which the housing component of JBHP is based; she has relationships with JBHP services providers; she helps to facilitate monthly meetings of the JBHP Coordinating Panel; she prepares paperwork and finds apartments for JBHP approved applicants, attempting to offer a choice of housing units. She also helps



new participants obtain furniture and other household necessities by “putting the word out to [her] co-workers and friends.”

- The JBHP Manager “was just all positive, there was no negativity...I hate to disappoint that woman and I’m glad and I’m thankful [for] her.”
- Regarding the JBHP Manager’s concern that Amy keep her apartment neat and clean, “I thought that was very good...to be on top of things like that.”
- Union County Housing Authority staff “really do want to help people.”
- The JBHP Manager “is very good at her job; she makes you comfortable; she returns your phone calls; she’s there to talk to.”
- The JBHP Manager is “easy to work with.”

Summary. Qualitative analysis of interviews with participants indicates that the Justice Bridge Housing Program addresses recidivism risk factors and reduces the risk of recidivism for persons involved with the criminal justice system who are non-violent, at high risk of recidivism, and with behavioral health diagnoses. By providing stable housing, JBHP fosters positive, self-enhancing thinking and builds the opportunity for positive community connections. The housing helps participants avoid family or peers that may undermine their sobriety and/or compliance with terms of probation or parole. In addition, the Justice Bridge Housing Program itself is structured and staffed to produce optimal outcomes for participants.



