

SHELTER PLUS CARE PROGRAM MANUAL
TABLE OF CONTENTS
Effective 12/1/04

Introduction.....	Section 1
Eligibility.....	Section 2
Methods of Operation.....	Section 3
Application Information.....	Section 4
Extensions.....	Section 5
Household Definition and Unit Size.....	Section 6
Income/Asset/Expense Information.....	Section 7
Rent Amount /Utility Allowance/Security Deposit.....	Section 8
Rent Reasonableness.....	Section 9
Housing Quality Standards.....	Section 10
Lead Paint.....	Section 11
Rental Calculations.....	Section 12
Tenant Responsibility Agreement and HMIS Questions.....	Section 13
Housing Assistance Payments.....	Section 14
Occupancy.....	Section 15
Subsidy Portability.....	Section 16
Housing Assistance Payment Monthly Request Information.....	Section 17
Annual and Interim Re-Certifications.....	Section 18
Subsidy Termination.....	Section 19
Reasonable Accommodation.....	Section 20
Supportive Services.....	Section 21

Appendices..... Section 22

1. Sample Approval Letter
2. Sample Denial Letter w/Appeals Procedure
3. Sample Inspection Letter
4. Lead-Based Paint Pamphlet/ Lead-Based Disclosure Statement
5. Sample Shelter Plus Care Certification Guides
6. Sample Release of Information
7. How to Password Protect a File
8. Sample Termination Letter w/Appeals
9. MSHA Annual Rent Survey and Form
10. Sample First Annual Certification Notice
11. Sample Second Annual Certification Notice
12. Sample Third Annual Certification Notice
13. Sample Move-Out with Appeals

FORMS

Section 2	Disability Verification Form		p 13
Section 4	Application	<i>Updated 12/1/04</i>	p 23
Section 6	Household Composition Form	<i>Updated 12/1/04</i>	p 27
Section 9	Rent Comparability Forms		p 43
Section 10	HQS Forms		p 45
Section 12	Rental Calculation Forms		p 51
Section 13	Tenant Responsibility Form		p 58
Section 13	HMIS Questions	<i>New 12/1/04</i>	p 58
Section 15	Occupancy Form		p 70
Section 16	Portability Flowchart		p 73
Section 17	Sample Billing		p 75
Section 19	Termination Form	<i>Updated 12/1/04</i>	p 82
Section 21	Supportive Services Form	<i>Updated 12/1/04</i>	p 86

Section 1

Introduction

Shelter Plus Care

Permanent Supportive Housing

Program Summary

<http://www.maine.gov/dhhs/mh/Housing/home.html>

Shelter Plus Care (SPC) is a federal program funded by the U.S. Department of Housing and Urban Development (HUD) designed to provide permanent rental subsidies and supportive services to homeless individuals with disabilities, primarily those with chronic mental illness, substance abuse, and HIV/AIDS. SPC is primarily administered by the State of Maine, Department of Health & Human Services-Office of Adult Mental Health (DHHS). The City of Bangor also administers several SPC grants in partnership with DHHS. DHHS and its network of Local Administrative Agencies throughout the state, have committed to providing the direct support services and rental assistance components of the program. **Following a Housing First model, initial SPC recipients are encouraged, but not required to accept the provision of services to go hand in hand with the voucher.**

The collaboration of local providers, municipalities, state agencies, and the federal government is the backbone of existing SPC programs. Program participants are encouraged to work towards greater stability and self sufficiency by developing short and long term goals with their service provider. Service providers assist individuals with various housing related needs including communication with their landlord. Participants are supported in pursuing treatment, case management, educational and job training opportunities, if they choose. The 'care' component must be equivalent to the rent portion of the subsidy on a grant by grant basis. A typical example: if the subsidized rent is \$450/month, there needs to be a matching value of services.

Eligibility: all individuals participating in SPC must meet the homelessness and disability criteria as defined by HUD. Program participants pay 30% of their income towards rent and Shelter Plus Care subsidizes the remaining portion of the rent. Participants are able to choose their own living units, provided the units meet Housing Quality Standards and fall within the Fair Market Rent established for the area by HUD.

The vast majority of SPC vouchers are 'Tenant-Based'. These vouchers may be utilized within a specific geographic area, typically along municipal or county lines. There are also a few 'Sponsor-Based' vouchers may be utilized within a particular set of units or buildings that are owned or managed by the 'Sponsor', typically a housing and service agency.

For further information regarding the Shelter Plus Care program, please contact the Local Administrative Agency or Housing Coordinator nearest you. A list of these contacts can be found on the back of this informational sheet.

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADULT MENTAL HEALTH SERVICES

Shelter Plus Care

Local Administrative Agents

Penobscot, Washington, Hancock, Piscataquis Counties	Aroostook County	Lincoln, Sagadahoc, Waldo, Knox Counties & Brunswick, Harpswell, Freeport
Sandra Kimball Community Health and Counseling 42 Cedar St., PO Box 425 Bangor, ME 04402 207-947-0366	James McClay AMHC Facilities, Inc. One Vaughn Place Caribou, Maine 04736 207-764-0759	Rita Defio Sweetser 329 Bath Road Brunswick, Maine 04011 207-373-3049
Androscoggin, Franklin, Oxford Counties	Somerset, Northern Kennebec Counties	Southern Kennebec County
Karen Bate-Pelletier Common Ties 140 Canal Street Lewiston, ME 04240 207-795-6051	Barbara Worthley Kennebec Behavioral Health 67 Eustis Parkway Waterville, Maine 04901 207-873-2136	Susanne Thomas Motivational Services PO Box 229 Augusta, Maine 04332 207-626-3465
Cumberland and York County		*Bangor
Ginny Dill Shalom House Inc 106 Gilman Street PO Box 560 Portland, Maine 04112 207-874-1080		Awa Conteh City of Bangor Dept. of Health & Welfare 103 Texas Ave. Bangor, Maine 04401 207-941-0257

* Not a DHHS Local Administrative Agent. The City of Bangor also administers Shelter Plus Care. This manual has been developed by and for DHHS Local Administrative Agents only.

Section 2

Eligibility

ELIGIBILITY
Eligibility Factors for Applicants

- I. The S+C program requires that participants in the program meet the following criteria: *(see following pages for details)*
 - A. Homeless, as defined by the Stewart B. McKinney Homeless Assistance Act as funded by the U.S. Department of Housing and Urban Development [[42 USC 11302](#)]; AND
 - B. Disabled, as defined by the U.S. Department of Housing and Urban Development [[24 CFR 582.5](#)]; AND
 - C. The household's annual income may not exceed the very low income limit, as established by the U.S. Department of Housing and Urban Development, and the applicant must need the subsidy

- II. Providing eligibility criteria has been met, any previous S+C recipient may re-apply for subsidy, as long as he or she is in good standing with any housing subsidy program administered by DHHS (Shelter Plus Care &/or Bridging Rental Assistance Program). Applicants who owe any DHHS subsidy program for back rent, damages, security deposit, etc. may be considered for re-admission providing that at least one of the following minimum criteria has been met:
 - A. 50% of account balance must be paid before move-in, and the remaining balance must be paid over a term not to exceed 12 months; or
 - B. Establishment of a Representative Payee and a documented payment plan not to exceed 12 months; or
 - C. Charges have been waived via the DHHS Housing Subsidy Appeals Process or DHHS Grievance Process.

HOMELESS

I. Definition of Homelessness

In general, a person is considered homeless if, without HUD assistance, he or she would have to spend the night in a homeless shelter or in a place not meant for human habitation.

More specifically, an individual is considered homeless if he or she is:

- ❑ sleeping in an emergency shelter;
- ❑ sleeping in places not meant for human habitation, such as cars, parks, sidewalks, or abandoned or condemned buildings;
- ❑ spending a short time (30 consecutive days or less) in a hospital or other institution, but ordinarily sleeping in the types of places mentioned above;
- ❑ living in transitional/supportive housing but having come from streets or emergency shelters;
- ❑ being evicted within a week from a private dwelling unit and having no subsequent residence identified and lacking the resources and support networks needed to obtain access to housing; or
- ❑ being discharged from an institution and having no subsequent residence identified and lacking the resources and support networks needed to obtain access to housing.
 - Note: Individuals being discharged from the Riverview Psychiatric Center (formerly Augusta Mental Health Institute) or the Bangor Mental Health Institute are not considered homeless. Per the DHHS Discharge Plan persons can not be discharged to homeless situations from these institutions and therefore they are not eligible for SPC. BRAP is a viable option for most persons leaving these institutions.

II. Verification of Homelessness

Homeless Situation:	Then you need to:	Documentation Required:
On the streets or places not meant for human habitation	Document homeless status	<ul style="list-style-type: none"> • Certification from an outreach worker or organization on respective agency letterhead • <u>If unable to verify in this manner</u>, the participant or a staff member may prepare a short written statement about the participant's previous living place and have the participant sign the statement and date it
Emergency Shelter	Verify from the emergency shelter staff that the person has been residing at the emergency shelter	<ul style="list-style-type: none"> • Written, signed, and dated verification from the shelter on their letterhead, stating the individual has been a resident
Transitional/Supportive Housing but having come from the streets or emergency shelter	Verify with the transitional housing staff that the participant has been residing at the transitional housing	<ol style="list-style-type: none"> 1. Signed statement from the transitional housing staff indicating that the individual is a resident; <u>and</u> 2. Referring agency's signed and dated verification (from the participant's file) stating the individual's homeless status when he/she entered the program
Short-term stay (up to 30 consecutive days) in an institution but having come from the streets or in an emergency shelter	Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution	<ol style="list-style-type: none"> 1. Written verification, on letterhead, from institution's staff that the participant has been residing in the institution for less than 31 days; <u>and</u> 2. Information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification (on letterhead) of the individual's homeless status when he/she entered the institution.

Homeless Situation:	Then you need to:	Documentation Required:
<p>Being discharged from a longer stay in an institution</p> <p>(Not Riverview or Bangor Mental Health Institute)</p>	<p>Verify from the institution staff that the participant has been residing at the institution for more than 30 consecutive days and will be homeless if not provided assistance</p>	<ol style="list-style-type: none"> 1. Written verification from the institution's staff (signed and dated) that the participant is being discharged within the week before receiving homeless assistance; <u>and</u> 2. Signed and dated documentation with income of the participant, what efforts have been made to obtain housing, and why the participant would be living on the street or in an emergency shelter if not for the homeless assistance
<p>Individual within seven days of eviction from a private dwelling with no residence identified and lacking resources/support needed to obtain housing (Note: The application cannot be accepted until the individual is within the last seven days of eviction)</p>	<p>Verify eviction and that the individual would be homeless if not provided assistance</p>	<ol style="list-style-type: none"> 1. A copy of the notice to quit; <u>and</u> 2. Signed and dated documentation with the income of participant, what efforts have been made to obtain housing, and why the participant would be living on the street or in an emergency shelter without the homeless assistance
<p>Temporarily staying at a hotel, motel or other location, <u>in lieu of</u> a shelter bed, due to unavailability of a shelter bed</p>	<p>Verify with shelter staff the unavailability of a shelter bed</p>	<ol style="list-style-type: none"> 1. Written statement, signed and dated on shelter letterhead, stating that a shelter bed is unavailable; <u>and</u> 2. Written document stating why the individual cannot remain in temporary living situation (i.e. hotel, motel, or other location)

Homeless Situation:	Then you need to:	Documentation Required:
Temporarily staying at a hotel, motel or other location, <u>in lieu of</u> a shelter bed, due to the individual being prohibited entry into the shelter	Verify with shelter staff that the individual is not allowed to stay at the shelter	<ol style="list-style-type: none"> 1. Written statement, signed and dated on shelter letterhead, stating that the individual is prohibited from the shelter; <u>and</u> 2. Written document stating why the individual cannot remain in temporary living situation (i.e. hotel, motel, or other location)
Temporarily staying at a hotel, motel or other location, <u>in lieu of</u> a shelter bed, due to the individual's clinical condition	Verify with individual's licensed clinician (whose license allows for providing a mental health diagnosis) the clinical reason(s) why the individual cannot stay at a shelter.	<ol style="list-style-type: none"> 1. Written statement, signed and dated on licensed clinician's letterhead, stating that the individual cannot stay at the shelter; 2. Written documentation stating why the individual cannot remain in temporary living situation (i.e. hotel, motel, or other location)

November 21, 2003

DISABILITY

I. Definition of Disability

The definition of disabled [[24 CFR 582.5](#)] that is used as the basis for determining eligibility in the S+C program is:

"Persons with disabilities" – a household composed of one or more persons at least one of whom is an adult who has a disability.

1. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions.

2. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that –

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attains age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitations in three or more of the following areas of major life activity;

(A) Self-care

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living; and

(G) Economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Key to the definition is determining that the impairment is of long-continued and indefinite duration AND **substantially impedes** the person's ability to live independently. For example, drug or alcohol abuse or an HIV/AIDS condition that does not substantially impede a person's ability to live independently **does not** qualify as a disability in the S+C Program. Written documentation that a person's disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination. "Self-certification" is also unacceptable. LAA's must have written documentation in their tenant files that qualifies each participant as having met the program definition of "disabled."

II. Verification of Disability

- a) Verified through signed Verification of Disability Form or
- b) Verified through receipt of Supplemental Security Disability Income (SSDI) if the LAA obtains written verification from the Social Security Administration that the disability is one of the targeted populations within the grant



Disability Verification
form

INCOME LIMITS AND NEED FOR SUBSIDY

I. Income Limits

All applicants for S+C are subject to the HUD Income Limits for Very Low Income. HUD Income Limits are specific to geographical areas and number of persons in the family. The Income Limits are updated every year. Income for each applicant must fall at or below the Very Low Income Limit in order to be eligible for S+C.

For the most up to date income limits, please use the following HUD web link:

[Income Limits](#)

II. Need for Subsidy

All applicants for S+C must show that they need the subsidy.

- The unit to be subsidized must be the household's only residence
- If the calculated total tenant payment exceeds the gross rent, the household may not be considered eligible even if the annual income is below the applicable income limit.

Section 3

Methods of Operations

METHODS OF OPERATION

Annual and on-going grants from HUD specify the amount of S+C funds available for each of the three regions within the state. Within each region, there are mental health agencies responsible for the local administration of the S+C program. Currently, there are ten (10) Local Administering Agencies. See Section 1 for a list of areas covered and agency contacts.

DHHS contracts with one Central Administering Agency (CAA) responsible for the oversight of the SPC program. Shalom House, Inc. is the current CAA.

The LAA's are encouraged to develop and work with a network of providers, service professionals, DHHS, and consumers in the maintenance and ongoing development of a local service partnership. This collection of individuals and organizations is further encouraged to meet at least on a monthly basis. Although the LAA is ultimately the responsible party for ensuring compliance with local, state, and federal regulations and guidelines regarding the administration of units under S+C, the tasks of a local service partnership may include:

- a. providing outreach to mental health consumers to alert them to the availability of services;
- b. assessing consumer needs at the local level;
- c. targeting locally appropriate priorities;
- d. issuing proposals establishing a procedure for the selection of recipients;
- e. assisting recipients in locating, securing, and establishing themselves in safe and decent housing;
- f. assisting in the arrangement and the provision of community support services;
- g. establishing and maintaining relations with local landlords, public housing authorities, and property managers;
- h. providing other services aimed at maintaining adults with serious mental illness in mainstream housing in the community;
- i. proposing modifications to the above procedures to increase access to housing options with approval of DHHS.

The Local Administering Agency:

- 1) LAA receives a SPC application from the Client or Caseworker or local service partnership, verifies income and eligibility requirements, and approves or denies the application.
 - (a) If approved, LAA sends a letter to the applicant, informing the applicant that he/she has 60 days in which to initiate subsidy (See Sample Letter, Appendix 1)
 - (b) If denied, LAA sends a letter to the applicant, stating the reason for denial and informing the applicant of DHHS Housing Subsidy Appeals Procedure. (See Sample Letter, Appendix 2)
- 2) If applicable, LAA receives written extension request from service provider or client and may grant up to two 30-day extensions. No applicant may be given more than 120 days to find suitable housing. Applicants who have not initiated subsidy within 120 days of program acceptance must reapply. (See Section 5 Extensions)
- 3) LAA completes initial Housing Quality Standards (HQS) inspections on units located by recipients (See Section 7, "Housing Quality Standards"), informs the landlord and/or property manager of any deficiencies and/or needed repairs, and establishes a timeline for completion of repairs and/or deficiencies. (See Sample Letter, Appendix 3)
 - (a) All households must receive a lead paint pamphlet, *Protect Your Family from Lead in Your Home* published jointly by the United States Environmental Protection Agency, Consumer Product Safety Commission, and HUD. (See Appendix 4)

- (b) All households are encouraged to sign a lead paint disclosure form with their respective landlord, **not the LAA**. (See Appendix 4)
- 4) LAA negotiates unit price that meets HUD's 'rent reasonableness' test with landlord and/or property manager, if applicable. (See Section 9 Rent Reasonableness)
- 5) LAA conducts initial certification with recipient. (See Appendix 5)
 - (a) Rental Calculation Form completed (See Section 12, Rental Calculations) and;
 - (b) HMIS Questions and,
 - (c) Release of Information Forms signed. Use your agency release form. If you agency does not have a standard HIPAA compliant release please use the sample release. (See Sample Release, Appendix 6) and;
 - (d) Tenant Responsibility Form signed and attachments distributed (See Section 13, "Tenant Responsibility Agreement") and;
 - (e) Household Composition/Fraud Statement (See Section 6 Household Definition and Unit Size) and;
 - (f) Housing Quality Standard form completed and signed (See Section 10 Housing Quality Standards); and
 - (g) Income Verification form(s)
- 6) LAA executes Housing Assistance Payments Contract with the landlord/property manager. (See Section 14, Housing Assistance Payments Contract)
- 7) It is recommended that all S+C recipients enter into a Lease or Rental Agreement with their landlord. Participants are not required to enter a long-term lease but must sign an initial occupancy agreement for a term of at least one month. This agreement is automatically renewable upon expiration, except on prior notice by either the tenant or landlord. (See Section 15 Occupancy) (ref SPC Resource Manual , 3.5 p3-5)
- 8) LAA prepares the Monthly Request Form to request funds from the Central Administering Agency (CAA). (See Section 17 Monthly Request Form) If this form is sent electronically, it must be password protected—see Appendix 7
- 9) LAA disburses monthly HAP to landlords/property managers in accordance with HAP Contracts.
- 10) LAA completes interim certifications with recipients, as necessary. (See Section 18, "Annual and Interim Re-Certifications")
- 11) LAA completes annual re-certification:
 - (a) Rental Calculation Form completed (See Section 12, "Rental Calculations") and;
 - (b) Release of Information Forms signed. Use your agency release form. If you agency does not have a standard HIPAA compliant release please use the sample release. (See Sample Release Appendix 6) and;
 - (c) Tenant Responsibility Form signed (See Section 13, "Tenant Responsibility Agreement") and;
 - (d) Household Composition/Fraud Statement (See Section 6 Household Definition and Unit Size) and;
 - (e) Support Services Survey and;
 - (f) Housing Quality Standard form completed and signed; and
 - (g) Income Verification form(s)

- 12) LAA receives payments (i.e., loan, security, damage) from recipients and issues receipts.
- 13) LAA reports to the CAA on the payment activities of recipients on a monthly basis.
- 14) LAA processes move-out inspections, as applicable. (See Section 10, Housing Quality Standards)
- 15) LAA processes Transfers. (See Section 16 Subsidy Portability)
- 16) LAA processes Termination of Subsidy Forms, as applicable, to include a copy of the DHHS Subsidy Appeals Procedure. (See Section 19 SPC Subsidy Termination and Appendix 8 Sample Termination Notice and DHHS Housing Subsidy Appeals Procedure)
- 17) LAA assures that staff members receive HQS and other HUD certified relevant training.
- 18) LAA establishes and maintains relations with local landlords, property managers, General Assistance Offices, and Public Housing Authorities.
- 19) LAA maintains complete S+C files on all recipients. Denied or closed files must be retained for the greater of 8 years or the time frame put forth in the LAA agency file destruction policy. If any litigation, claim, or audit is started before the expiration period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

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The Central Administering Agency

1. Coordinate with DHHS to develop forms and procedures for use in the disbursement and accounting of funds to the LAA and to the DHHS.
2. Provide training to LAA's involved in the administration of rental assistance.
3. Assure that LAA's receive notification of HQS and other relevant training.
4. Provide consultation and assistance to LAA's and DHHS to maintain compliance with local, state, and federal housing related policies, rules, regulations, and statutes.
5. Disburse rental subsidy funds to LAA's on a monthly basis.
6. Report and reconcile each LAA's activity to DHHS on a monthly basis on all activity.
7. Receive and consolidate information from each of the regional LAA's on a monthly basis.
8. Report and reconcile to the DHHS monthly on activities for each LAA and on a consolidated basis.
9. Maintain files of all activities related to S+C.
10. Comply with additional priorities and requests from the DHHS.

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Section 4

Application Information

APPLICATION

The purpose of the S+C Application is to collect relevant applicant information necessary to assist in determining eligibility and selecting participants. The Application must be complete, containing verifications that are no older than 90 days. Applications that are accepted must be filed at the housing office of the LAA, separate from any clinical record(s); Applications that are denied should be retained and filed together by the LAA.

Shelter Plus Care Program (S+C)
GENERAL INFORMATION ON COMPLETING THE APPLICATION

ITEM 1 – 5: Demographic information

ITEM 6 – 7: Current Living Situation Information and Contact number

ITEM 8: Consent Decree Check Yes/No to indicate if applicant is an AMHI Class Member.

ITEM 9: Veteran Status for applicant and household members Check Yes/No to indicate if applicant and/or any adult household members are veterans. Definition – someone who has served on active duty in the Armed Forces of the United States.

ITEM 10: Ethnicity Check Hispanic or Non-Hispanic Definition of Hispanic is a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture of origin, regardless of race.

ITEM 11: Race Check all racial categories that the applicant identifies

Definitions:

- American Indian or Alaska Native – a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment
- Asian – a person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- Black or African American – a person having origins in any of the black racial groups of Africa.
- White/Caucasian – a person having origins in any of the original peoples of Europe, the Middle East or North Africa

ITEM 12: Primary Disabilities Check all disabilities that have been verified for the applicant. Applicant must be verified by a licensed clinical professional that they meet HUD’s definition of disability. **THE VERIFICATION OF DISABILITY FORM MUST BE COMPLETED AND ATTACHED.**

ITEM 13: General Health Status Compared to other persons your age please rate your health status

ITEM 14: Current Housing Indicate the applicant’s current housing situation. Provide back-up documentation to verify any information noted on the application.

ITEM 15: Former Housing Indicate the last city, state and zip code of the applicants last permanent address for a duration of 90 days or more.

ITEM 15a – 15b: Chronic Homelessness Please note number of episodes of living on the street and/or shelter in the past 3years. Also, detail where, when and how long the applicant stayed on the streets and/or shelter during the past 3 years. **ATTACH SUPPORTING DOCUMENTATION**

ITEM 16: Referral Source Check the primary referral source identifying how the person knew about the program.

ITEM 17 – 18: Past Rental Subsidies Indicate whether or not the Applicant has received S+C or other rental assistance in the past, and if so, where, when, and reason for leaving assistance program

ITEM 19: Referral Service Provider Indicate if you want correspondence shared with referral agency

ITEM 20: Representative Payee Indicate if the applicant has a payee. If yes, provide the contact information

ITEM 21: Guardian Indicate if the applicant has a guardian. If yes, provide the contact information

ITEM 22: Financial Information List all income sources and amounts received per month, as defined in the income section. ATTACH VERIFICATION FOR ALL INCOME AMOUNTS.

ITEM 23: Family Composition List everyone that will **occupy the unit**, and include relationship to Applicant and Date of Birth. For adult members list their ethnicity and Race. See Item 10 and 11 for instructions and definitions.

ITEM 24: Housing Preference Indicate the applicants housing preference and willingness to accept an SRO placement while waiting for an apartment.

ITEM 22 a, 22b, 22c: Treatment History Indicate the applicants treatment history for Mental Health Services, Substance Abuse Services and AIDS-related treatment.

ITEM 25: Supportive Services Indicate if the applicant is currently receiving support services. List all providers Agency, Name and phone number.

Revised 12/1/04



S+CAApplication

Section 5

Extensions

EXTENSIONS

The applicant has 60 days from the time of assignment to use a slot. If the slot is not utilized the applicant or their service provider(s) may request up to two 30-day extensions. Extensions must be submitted in writing to the LAA. Extensions will be granted to applicants when it is shown that housing is actively being sought or for other good cause (i.e. hospitalization, family emergencies, etc). If an extension is not requested or approved, then the slot will be re-assigned.

If a current tenant, who is in a single room occupancy (SRO) slot has requested and been offered a one bedroom slot, failure to utilize the one-bedroom slot will not result in termination from the program. Tenants may keep their single room slot after the time to find an apartment has expired and the one bedroom slot would then be re-assigned.

Current tenants moving between units will have 30 days to find a new unit. If the slot is not utilized the applicant or their service provider(s) may request up to three 30-day extensions. Extensions must be submitted in writing to the LAA. Extensions will be granted to applicants when it is shown that housing is actively being sought or for other good cause (i.e. hospitalization, family emergencies, etc). If an extension is not requested or approved, then the slot will be re-assigned.

Section 6

Household Definition and Unit Selection

Household Definition and Unit Selection

I Household Definition

A 'household' is all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. In calculating annual household income, income from each member of the household is to be considered. (CPD – Community Development – Rules and Regulations – Policy Memoranda – Income Guidelines 12/2/03)

Shelter Plus Care understands that there may be extenuating circumstances where persons want to share housing without combining financial activities. Requests to be considered as roommates instead of a household will be reviewed on a case-by-case basis and may be granted as a 504 ADA waiver if applicable

II Household Composition

Upon application and entry into the S+C program, all persons expected to reside in the household must be identified. At any time, changes in household composition must be reported to the LAA within 10 days of such change.



Household
Composition Form

III Live-in Aide

A live-in aide is a person who resides with an elderly, handicapped or disabled person who:

- Is determined essential to the care and well-being of the person **and**
- Is not obligated for the financial support of the person **and**
- Would not be living in the unit except to provide the necessary supportive services

The household must provide a licensed professional's certificate that the live-in aide is essential to the care or well-being of the tenant.

A relative may be a live-in aide but must meet all of the requirements listed above.

A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member.

The income of a live-in aide is not counted as a part of the household income.

IV Unit Size

The following factors will be considered in determining the unit size:

- Number of persons
- Relationship of persons
- Gender and age of persons
- Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs

Generally, no more than two persons are required to occupy a bedroom. Children may share a bedroom with a parent, if the parent so wishes. This decision is made by the parent.

- All children expected to reside in the unit must be counted (e.g. unborn children, children in the process of being adopted, children who are subject to a joint custody agreement and live in the unit at least 50% of the time) A copy of the custody agreement or other equivalent document must be retained in the tenant file.
- Live-in attendants, foster children, and children who are temporarily absent due to placement in a foster home are also counted when determining unit size
- Children who are away at school, who live with the family when school recesses, may be counted
- Adult children on active military duty and permanently institutionalized family members are not included in the bedroom count

The maximum number of bedrooms allowed are:

- 1BR for head of family/spouse/partner
- 1BR for every two children of the same gender (including adult children of the family)
- 1BR for an only child
- 1BR for multi-generation member or other adult not covered in above bullets
- 1BR for approved live-in aides

A participant may request to be assigned a larger unit as a reasonable accommodation. Such requests must be made in writing to the LAA and approved by DHHS.

In all cases, local, state, or federal rules, regulations, or ordinance will take precedence over the above stated policies should a conflict arise.

SRO

An individual who is offered a Single Room Occupancy may also opt to go on a waiting list for a 1BR upgrade. When a 1BR slot becomes available on the grant in which the tenant is housed, it is first offered to those tenants who are residing in a room and then to others who qualify for that unit size.

Section 7
Income and Asset Information

VERIFICATION OF TENANT INCOME

All Income received by the tenant and any adult household member (See following pages, “Definition of Income”) must be verified by the Local Administrative Agency (LAA) prior to move in and at annual certification. All verifications must be documented in the tenant’s file. Two methods of verifications are acceptable. They are, in the order of acceptability:

- a. Written documentation by a verifiable third party
- b. Tenant certification or affidavit when third party verification is not possible

Verifications are valid for 90 days from the date of the verification. For interim re-certifications, only those factors that have changed must be re-verified.

Social Security benefits should always be verified even if the tenant is claiming zero income.

Sample Release forms for Verification of Income are below.



DHS Release

DEFINITION OF INCOME

INCOME INCLUDES:

1. a. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensations for personal services.
b. Net income, salaries and other amounts distributed from a business.
2. The gross amount (before deductions for Medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support.
Note: If Social Security is reducing a family's benefits to adjust for a prior overpayment, use the amount remaining after the adjustment.
3. Annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
4. Lump-sum payments received because of delays in processing unemployment and welfare assistance. This does not apply to a lump sum payment for the delayed start of Social Security.
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Any payments that will begin during the next 12 months must be included.
6. Alimony and child support, as awarded as part of a divorce or separation agreement unless the tenant certifies the income is not being provided and tenant takes all reasonable legal actions to collect amounts due, including filing with appropriate courts or agency responsible for enforcing payment.
7. Interest, dividends and other income from net family assets (including income distributed from trust funds). On deeds of trust or mortgages, only the interest portion of the monthly payments received by the tenant is included.
8. Amount by which education grants, scholarships or Veterans Administration benefits are intended as a subsistence allowance to cover rent, utility costs, and board of a student living away from home.
9. Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets – not in Annual Income).
10. Recurring monetary contributions or gifts regularly received from persons not living in the unit. (Includes rent or utility payments regularly paid on behalf of the tenant.)
11. Title II relocation payments authorized by the Uniform Relocation Act of 1970.

INCOME DOES NOT INCLUDE:

1. Lump-sum additions to family assets, such as inheritances, cash from sale of assets; one-time lottery winnings; insurance payments (including payments under health and accident insurance and workers' compensation) capital gains and settlement for personal or property losses.
2. Meals on Wheels or other programs that provide food for the needy; groceries provided by person not living in the household.
3. Lump sum income received as a result of deferred periodic payments of Social Security and SSI benefits are excluded from annual income in all housing programs.
4. The principal portion of the payments received on mortgages or deeds of trust.
5. Amounts received that are specifically for or in the reimbursement of, the cost of medical expenses for any family member.
6. Adoption assistance payments in excess of \$480 per adopted child.
7. Deferred periodic payments of SSI or Social Security benefits that are receive in a lump sum amount or in prospective monthly amounts.
8. Amounts of educational scholarships or financial assistance paid directly to the student or to an educational institution, and amount paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous expenses of a student.
9. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
10. Hazardous duty pay to a family member serving in the Armed Forces who are exposed to hostile fire.
11. Payments received under training programs funded by HUD.
12. Amounts received by a disabled person that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - a. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care) and which are made solely to allow participation in a specific program.
13. Temporary, non-recurring or sporadic income (including gifts).
14. Grants or other amounts received especially for out of pocket expenses for participation in publicly assisted programs and only to allow participation in these programs. These expenses include special equipment, clothing, transportation, child care, etc.
15. Income of a live-in aide.
16. Compensation from State and Local employment training programs and training of a family member as resident management staff.
17. Reimbursement of child care to the family by persons not living in the household.
18. Amounts specifically excluded by Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609©:
 - a. The value of the allotment provided to a person for Food Stamps.
 - b. Payments to volunteers under the Domestic Volunteer Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparent Program, youthful offenders incarceration alternatives senior companions).
 - c. Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs.
 - d. Payments received under programs funded whole or in part under the Job Training Partnership Act of 1998 (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs).

- e. Payments received from programs funded under Title V of the Older Americans Act of 1965, including Older Americans Community Service Employment Program, Green Thumb and Senior Aides Program.
- 19. Employment income of children younger than 18 (including foster children) and employment income of full-time students 18 and older in excess of \$480 (except head of household and spouse).
- 20. Payments in excess of \$480 per child received for the care of foster children or foster adults (usually person with disabilities, unrelated to the tenant family, who are unable to live alone.)
- 21. Loans
- 22. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
- 23. Income earned from qualified employment training programs in which there are clearly defined goals and objectives, a limited period is determined in advanced, and it is clearly an employment training program. Compensation from State or Local employment training programs and training of a family member as resident management staff.
- 24. Reparation payments from foreign governments in connection with the Holocaust.
- 25. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- 26. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

ASSETS INCLUDE

1. Current amounts in savings accounts and the average balance for the last six months for checking accounts. Also include cash held at home or in a safe deposit box.
2. Cash value of revocable trusts. A revocable trust can be changed by the grantor at any time and is therefore counted as an asset.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
4. Stocks, bonds, Treasury Bills, certificates of deposit, money market funds.
5. IRA, Keogh and similar retirement savings accounts, even though the withdrawal would result in a penalty.
6. Some contributions to company retirement/pension funds. Include contributions while an individual is employed, count only the amount the family can withdraw without retiring or terminating employment. After retirement or terminating, count as an asset any amount the employee elects to receive as a lump sum.
7. Surrender value of whole life or universal insurance policy.
8. Personal property held as an investment (such as jewelry or antiques).
9. Inheritances, lottery winnings, capital gains, insurance settlements and other lump sum amounts are considered assets.
10. Assets disposed of for less than fair market valued during the two years preceding certification or re-certification. The amount counted as an asset is the difference between the cash value and the amount actually received.
11. Mortgages or deed of trust held by a family member. The value of the asset is determined by calculating the unpaid principal at the end of the 12-month period following certification. Each year this balance will decline as more principal is paid off.

EXPENSES

DEPENDENT ALLOWANCE

\$480 is allowed for each household member for each household member who is 17 years or younger, disabled, or is a full-time student. The head spouse, foster child or adult live-in attendant, unborn child or child that has not joined the family are never counted as dependents.

A full-time student is defined as an individual carrying a full-time course load and is enrolled in a certificate or degree program at an institution.

CHILD CARE EXPENSES

Anticipated expenses for care of children 12 and younger may be deducted if:

- a) care is necessary to allow a family member to go to work or school,
- b) no adult household member capable of providing care is available,
- c) expenses are not paid to a family member living in the unit,
- d) the expense is not reimbursed by an agency or individual outside the household, and
- e) amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.

Child care attributable to the work of a full-time student (except for the head spouses and co-head) is limited to \$480 since the employment income of full-time students in excess of \$480 is not counted in the annual income.

Child support payments to guardians or estranged partners or child care payments on behalf of a minor who is not living in the applicant household cannot be deducted.

MEDICAL EXPENSES

S+C participants are eligible for a medical expense deduction due to their disabled status. The medical expenses of all family members are counted.

Medical expenses include all expenses anticipated to be incurred during the 12 months following certification /re-certification, which are not covered by an outside source, such as insurance.

They may include:

- Services of doctors and health care professionals
- Services of healthcare facilities
- Medical insurance premiums or cost of an HMO
- Prescription or non-prescription medicines
- Transportation to treatment
- Dental expenses
- Eyeglasses, contact lenses, hearing aids and batteries
- Live-in or periodic medical assistance such as nursing services, assisted animal and its upkeep
- Monthly payment on accumulated medical bills
- Medical care of a permanently institutionalized family member only if his or her income is include in the annual income
- Long-term care insurance premiums

Anticipated medical expenses may be based on the medical expenses the family paid in the 12 months preceding the certification less any one time non-recurring expenses.

The allowable medical expense deduction is that portion of the total medical expenses in excess of 3% of the total gross annual income.

DISABILITY ALLOWANCES

Every Shelter+Care household receives one disability allowance of \$400.00 annually

ALLOWANCE FOR DISABLED HOUSEHOLD MEMBER

Owners may deduct anticipated cost for attendant care and/or auxiliary apparatus for disabled family members that exceed 3% of annual income if such expenses:

- a. enable one or more family members to work
- b. are not reimbursed by an agency or individual outside the household
- c. are not paid to a family member living in the unit and
- d. do not exceed the earned income of the household member enabled to work.

Attendant care includes: homecare, housekeeping and errand services, interpreter service, etc

Auxiliary apparatus includes: wheelchairs, ramps, adaptation to vehicles, special equipment, etc if directly related to allowing the disabled person or other family member to work.

Revised 8/2004

Source Quadell Occupancy Sept 2001

ASSETS DO NOT INCLUDE

1. Personal property not held as an investment.
2. Assets that are a part of an active business or farming operation. Note: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the tenants' main occupation.
3. Assets a tenant legally owns but are not accessible by the tenant (e.g., a battered spouse owns a home with her husband, but because of the domestic situation, she receives no income from the asset and cannot convert it to cash).
4. Assets that are not effectively owned by the applicant (i.e., when asset is held in tenant name). But:
 - a. Asset and income from the asset accrue to someone else, and
 - b. That other person is responsible from paying taxes on the income.
 - c. Not to be confused with joint ownership.
5. Value of life insurance policies.

Section 8
Rent Amount/Utility Allowance/Security Deposit

RENT AMOUNT

S+C will allow rents (including utilities) of the **lesser amount** of either up to 110% of applicable Fair Market Rent (FMR), provided the Local Public Housing Authority allows the same standard, **or** the rent shown to be 'reasonable' for the area in which the apartment is located.

All rental units subsidized by S+C must pass the 'Rent Reasonable' test regardless of if they fall within the current FMR. (See Section 9 Rent Reasonableness)

Funding is based on the FMRs as established by HUD and which are updated on an annual basis

DHHS expects the LAAs to be aggressive in negotiating the best rent. Securing the lowest possible rents will result in savings for the program and thus allow more people to be served by S+C. Fair Market Rent schedules are published by HUD and are widely available from your local Public Housing Authority, administrative agent, or the Maine State Housing Authority.

Effective 11/1/06

UTILITY ALLOWANCE

Local Administrative Agencies (LAA's) are encouraged to work with landlords to include the utilities in the rental amount. If a landlord is willing to include the utilities in the rental amount, the Utility Allowance is **\$0**. If, however, a landlord is not willing to do so, a Utility Allowance can be included in the rental calculations when determining Tenant Rent and Assistance Payment. Utility Allowances must be obtained from your jurisdictional local housing agency, Public Housing Authority, or the Maine State Housing Authority.

Either the tenant or the LAA may assume responsibility for the payment of the utility allowance to the respective utility company. It is the responsibility of the LAA to develop a written policy regarding this issue to ensure consistency with all S+C recipients under the LAA's jurisdiction.

Once a tenant has selected an apartment, and the apartment has passed a certified HQS inspection and is within the 'Rent Reasonable' range, the Rental Calculation Form must be completed.

Example:

- Round to the nearest whole dollar. For example at .49 cents and below round down to the nearest whole dollar, at .50 cents and above round up to the nearest whole dollar.
- Mary has selected an apartment that is \$400/month.
- Electricity is not included.
- Given her household size, the jurisdictional Utility Allowance is \$30 per month for electricity.
- The unit has an electric stove, giving an additional allowance of \$10. The total Utility Allowance in this case is \$40 (\$30.00+\$10.00).
- Her income is \$550 per month.
- The Total Tenant Rent (30% of her adjusted income) is \$153.00, therefore, her rent payment after the Utility Allowance is: \$113 (\$153.00-\$40.00).
- The Housing Assistance Payment (HAP) is \$287 (\$400.00-\$113.00).

Note: The gross rent (rent plus utility allowance) must fall with the 'rent reasonable' range determined by annual survey data published by MSHA for the unit size and location, provided that the unit rent is comparable to area rents. (See Section 9 Rent Reasonableness)

SECURITY DEPOSIT

S+C may pay the full security deposit on a unit. A security deposit will be issued to eligible participants who do not owe previous debt to any DHHS administered subsidy program upon entry.

If the Landlord does not return the Security Deposit paid by S+C after tenant moves out due to some fault of the Tenant (i.e. damages, breaking the lease, unpaid rent), the participant is responsible for the repayment of the amount withheld. Transfers to another DHHS sponsored subsidy source and/or Section 8 requires repayment of Security Deposit and/or other charges, including but not limited to past due rent and damages.

No more than one security deposit may be outstanding to any participant at a given point in time.

Tenants will not be held responsible for the repayment of a security deposit if it is shown that is being unlawfully withheld. The LAA, with support from DHHS, must make all attempts to recover the security deposit from the landlord.

Section 9

Rent Reasonableness

RENT REASONABLENESS

Rents for units leased with S+C assistance must meet a "rent reasonableness" test. This section describes this standard for rents and how a reasonable rent is documented.

Even though rent reasonableness must be shown for each unit, the **actual rent amount must fall within 110% of FMR** for the area where the unit located.

UNDERSTANDING "REASONABLE RENT"

S+C program operators must determine whether the rent being charged for an assisted unit is both:

- reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
- not more than rents currently being charged by the same owner for comparable unassisted units. [See Section 582.305(b)]

S+C partners with Maine State Housing Authority (MSHA) in determining and surveying what rents are considered 'reasonable' for the different regions of the state. MSHA conducts and publishes an annual survey, which shows comparable rents for units based on size and quality.

The Rent Comparability Worksheet must be completed for each unit using the data from the MSHA survey. This documentation must be kept in project files for the full period S+C assistance is provided.

The grant amounts are calculated by multiplying the number of units to be assisted by the FMR, not the "reasonable rent;" therefore, units may not be subsidized at the rent reasonable level without prior written approval from the Central Administrative Agent. Approval will be based on the quality of the unit, the availability of other suitable units, and the ability of the grant to absorb the extra costs. Even with the approval, the rent for a S+C assisted unit may not exceed the reasonable rent for that area.



Rent Comparability
Worksheet



Rent Comparability
Worksheet Instructions



Rent Comparability
Survey Form

Revised 8/2004

Section 10

Housing Quality Standards

HOUSING QUALITY STANDARDS

The U.S. Department of Housing and Urban Development (HUD) has developed Housing Quality Standards (HQS) that define the minimum health and safety regulations that must be met in order to PASS inspection.

INITIAL

An Inspection must be conducted by an HQS trained inspector or co-signed by an HQS trained inspector prior to a tenant moving into a unit. Assistance will not be provided for units that fail to meet the HQS, unless the owner corrects any deficiencies within 30 days from the date of the Initial Occupancy Agreement, and the Local Administrative Agent verifies that all deficiencies have been corrected.

The HQS long form 52580-A must be utilized on initial inspections (see below).



HQS 52580-a Long
Form

ANNUAL

Inspections must occur at least annually for all S+C Subsidized units.

The HQS short form 52580 can be utilized on subsequent annual inspections (see copy this section). The short form should also be utilized for re-inspections resulting from referrals or requests made by persons including but not limited to: the S+C recipient, landlord, case workers, ICM's, or other service and/or housing providers.

All inspections should be done with the landlord or management agent present.



HQS 52580 Checklist

MOVE-OUT

An HQS inspection must be conducted after a tenant moves out of a unit to determine the condition of the unit. This will aid an agreement with the landlord about what is considered damage or what is considered to be normal wear and tear.



Sample Move out
Inspection

HQS forms expire periodically as HUD does updates. If the form below is expired please check HUDCLIPS (www.hudclips.org) for the most recent form.

Section 11

Lead Paint

LEAD PAINT POLICY

Overview

All households regardless of composition will be given the brochure “Protect Your Family from Lead in the Home” and be provided with the form “Disclosure on Lead-Based Paint” to complete with their landlord if the landlord has not already provided such form. (See Appendix 4)

Inspections

The Lead-Based Paint section of the HQS applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities. (24 CFR 35.1200)

All units as described above will be inspected for Lead-Based paint deterioration as defined in HQS form 52580-A. Procedures as written in section 1.9 of HQS form 52580-A will be followed for needed corrections.

Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Please refer to 24 CFR 35.1200 and the “Interpretive Guidance, The HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally owned housing being sold (24 CFR Part 35)” if further information is needed.

Staff Training

The following information must be reviewed whenever a new LAA staff is hired and/or whenever households with children ages six and under enter the Shelter Plus Care program.

- Lead hazards are found not only in peeling paint but also in dust from window sashes and around door jambs, plumbing fixtures, water flowing from lead pipes, marine painted surfaces, costume jewelry, pottery and in residue on shoes or clothing of people who work with car radiators and batteries (see brochures).
- Lead dust, often found in window sashes, can be a greater hazard than peeling paint.
- Children in Maine households who are members of a “high risk population group” i.e., those that receive MaineCare, TANF, Head Start and/or WIC, receive routine screenings at 12 and 24 months. If not previously screened, children ages 36 to 72 months that are in a high-risk group will also be screened (see brochures provided by the Maine Childhood Lead Poisoning Prevention Program).

New Households

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one or more children of less than 6 years of age:

- Inform the head(s) of household about lead hazards often present in housing in the State of Maine.
- Provide the subsidy recipient with “Protect Your Family from Lead In Your Home”
- Advise family to look for housing in buildings built after 1978 or housing that has been recently rehabilitated.
- Advise family to look for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.
- Pay particular attention when conducting initial and also annual HQS inspections in units that will be (or are) occupied by households with children ages six and under. LAA staff performing the HQS inspection must evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.
- Obtain copy of signed “Lead Disclosure Statement” from the Landlord to keep in the tenant file, both initially and at the annual re-certification. In accordance with Maine State Law, Landlords are required to provide tenants with the brochure “Protect your Family from Lead in Your Home”, and have them sign a lead disclosure statement.

If LAA staff fails to identify the presence of lead hazards in an HQS inspection, and a child living in the unit becomes lead poisoned, the LAA program is responsible for passing a unit that does not meet HQS standards. As soon as a lead hazard is identified (at any point in the household’s tenancy) the LAA must ask the landlord to remedy the hazard within 30 days. If a reasonable effort is being made to remedy the hazard but it takes more than 30 days, the LAA has the discretion to stop the HAP until the unit meets HQS.

Children with Elevated Blood Levels

If a child living in a S+C subsidized unit develops an elevated lead level, refer the family as directed in the information attached with this policy statement. In addition, the LAA must notify the Regional Housing Coordinator of lead hazard in the subsidized unit. It is the responsibility of the LAA to make sure that lead hazard deficiency is corrected by the landlord within 30 days so the unit comes back into compliance with HQS requirements.

The Maine Childhood Lead Poisoning Prevention Program receives the results of all blood lead screenings for children in the State of Maine. They will intervene when a child’s lead level is elevated.

- Blood lead levels below 10 ug/dl no intervention is required.
- Blood lead levels 10-14 ug/dl the Maine Childhood Lead Poisoning Prevention Program (MCLPPP) will mail educational materials to the parents.
- Blood lead levels 15-19 ug/dl the Main CLPPP will refer the family to a Public Health Nurse for a home visit.
- Blood lead levels above 20 ug/dl:
 - Primary healthcare provider should conduct medical, developmental and nutritional assessment.
 - MCLPPP will conduct an environmental investigation in the home and refer to the Public Health Nurse for a home visit. The environmental investigation could result in an order to abate. If that happens, the building will be posted and identified as an environmental hazard. The landlord will be required to fix the hazard and comply with the abatement order.
 - MCLPPP will refer the child for a comprehensive developmental evaluation.
- Blood lead levels above 45 ug/dl require hospitalization.

- Lead Chelation Therapy is indicated.
- Call MCLPPP for appropriate treatment guidelines and referral to Lead Poisoning Medical Consultant if needed.
- MCLPPP interventions and referrals as stated above.

HUD has an extensive website with the history and regulations surrounding lead based paint. Please see website below.

[Welcome to the Office of Healthy Homes and Lead Hazard Control - HUD](#)

Revised 8/9/2004

Section 12

Rental Calculations

RENTAL CALCULATION & CERTIFICATION FORM

OVERVIEW

The Rent Calculation Form is used to determine the Household Rent and the S+C Assistance. Household Rent is calculated at thirty percent (30%) of a tenant's adjusted income. All income must be verified, as described in Section 7, Income and Asset Information.

Rent Calculation Forms are to be completed by the Local Administrative Agency when an application has been accepted and *before* the household moves into an apartment. Rent Calculation Forms are also completed if the household has a change of income, moves into a different apartment, or the rent for the apartment changes. The Rent Calculation form must be reviewed and updated at least annually.



Rental Calculation

COMPLETING THE RENTAL CALCULATION & CERTIFICATION FORM

The Rental Calculation and Certification form should be kept in tenant files and be updated on a minimum of an annual basis. If, however, the household has an income increase of \$200 or more each month, then the **tenant is required** to contact the LAA to complete an Interim Re-certification or Rent Calculation Form to adjust for the change. **Failure to do so may result in the suspension of S+C payments.** If the household income has a decrease in income, a re-certification is done regardless of the change amount. Note: On Interim Re-certifications, only those factors that have changed must be verified.

The sample rental calculation form that follows has been numbered in order to show the certification process. See above section for form without instructions.

1. Name: Enter Tenant(s) full legal name. Do not use nicknames or initials.
2. Gender: Enter M for Male or F for Female.
3. Social Security #: Enter Tenant(s) full Social Security Number.
4. DOB: Enter Tenant(s) full date of birth.
5. Effective Date: Enter the date that this rental calculation is effective.
6. Date Tenant Entered Program: Enter the date the household moved into their first unit with the Shelter+Care Program. This date should remain static regardless of any action processed
7. Household Address: Enter the current address of the household's rental unit. Do not use a mailing address or post office box.
8. Action Processed: Mark type of re-certification this is, i.e., Move In, Annual, etc.
 - Move In (MI) – The household is moving into an apt
 - Annual Re-certification (AR) – The household has been in the program one year and the financial information has been reviewed and updated.
 - Interim (IR) – The household has a change in income since the last report.
 - Unit Transfer (UT) - The household has transferred to a new unit within the same region and the rent has remained the same.
 - Gross Rent Change (GR) - The apartment rent paid to the landlord has changed
9. Shelter+Care Grant: Circle the grant that the household is housed under.
10. Unit Size: Circle the correct unit size for this household. If the unit size is not listed, please write in the correct size in the space provided.
11. Landlord: Enter the Name of the landlord and address.
12. Phone #: Enter the landlord's phone number.
13. Assets: List any assets the household has, i.e., Savings account, life insurance, etc.
14. Cash Value: Enter the current cash value of the asset.

15. Actual Annual Income: Multiply the cash value of the asset by its interest rate.
16. Imputed Income from Assets: For assets greater than \$5000.00, calculate the imputed income from the assets. (The current HUD percentage is 3.1%). When totaling income, use the greater of imputed income and cash value.
17. Income: List all household monthly incomes in their categories, and total at the end of the row.
18. Annual Income: Multiply all items in #17 by 12 (months) to obtain annual income and enter the totals in their respective categories. Total these at the end of the rows.
19. Total Annual Income: Enter the total from the end of the annual income row.
20. 3% of Annual Income: Multiply the total in Item 19 by 3%. This will tell you the amount a household should pay out of their income to medical expenses. Any deductions will be above and beyond this amount.
21. Annual Medical Expenses: Enter the total of the household's current medical expenses, which are not covered by insurance or Medicaid. Medical bills incurred in the past on which payments are being made may be included. A household can take the payment amount per year, and deduct that each year until it is paid in full, or they may take the full amount of the bill for one year only. (See Section 7 Income/Asset and Expense Information)
22. Allowance for Medical expenses: If the household's total annual medical expenses (line 21) are more than 3% of their annual income (line 20) enter the difference between the two here. If they are equal, or the actual medical expenses are less than 3% of the tenant's income, enter 0.
23. Disability Allowance: Every Shelter+Care household receives one disability allowance of \$400.00 annually. (See Section 7 Income/Asset and Expense Information)
24. Allowance for dependents: Each household with dependents receives an annual allowance of \$480.00 per dependent. Multiply \$480.00 by the number of dependents and enter the total in this line. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: The family head, spouse, or foster children or the person determined important to the care or well being of the eligible person. (See Section 7 Income/Asset and Expense Information)
25. Child Care Allowance: Anticipated expenses for care of children 12 and younger may be deducted if:
 - f) care is necessary to allow a family member to go to work or school
 - g) no adult household member capable of providing care is available,

- h) expenses are not paid to a family member living in the unit,
- i) the expense is not reimbursed by an agency or individual outside the household, and
- j) amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.

(See Section 7 Income/Asset and Expense Information)

26. Total allowances: Enter the total of lines 22, 23, 24, and 25 here. This will tell you the total allowances for this household.
27. Adjusted annual income: Subtract the total allowances (line 26) from the household's total annual income (line 19). Enter the total here.
28. Adjusted monthly income: Divide line 27 by 12 to receive the household's adjusted monthly income.
29. 30% of adjusted monthly income: Multiply household's adjusted monthly income (line 28) by 30%.
30. 10% of monthly income: Multiply the total household monthly income (line 17) by 10%.
31. Total household payment: Enter the greater of lines 29 and 30. This will tell you the total amount the household should pay for rent and utilities combined.
32. Contract Rent: The total amount the Landlord receives for rent, according to the HAP agreement.
33. Utility allowance: If landlord pays all utilities, enter 0. If tenant pays any utility bills for the current apartment, enter the amount of Utility Allowance as defined by either the Maine State Housing Authority or local Public Housing Authority, depending upon where the unit is located. (See Section 8 Rent Amount/Utility Allowances/Security Deposit)
34. Total rent: Add the contract rent (line 32) and the utility allowance (line 33) this will tell you the total rent for this apartment. If this figure does not fall into the fair market rent guideline for this area, Shelter+Care may not pay on this unit. (Please refer to Section 9 Rent Reasonableness)
35. Household Rent: Enter the total household payment (line 31) minus the utility allowance (line 33) here. This will tell you the amount that the tenant will pay for rent.
36. Assistance Payment: Enter the contract rent (line 32) minus the tenant rent (line 35). This will tell you the Housing Assistance Payment (HAP) amount that will be paid to the landlord.
37. Date next annual re-certification: One year from the month the household entered the program. Date of Re-certification will always be on the first of the month.
38. Are you receiving: Write Y or N for all assistance sources that the household is receiving.
39. Tenant: The tenant must sign and date the form, certifying that the information about the household income and composition presented is true and complete to the best of their knowledge.

40. Shelter+Care Representative: The LAA representative processing the form will also sign the form, certifying that the rent calculation has been computed in accordance with HUD regulations.

Revised: 8/9/04

Shelter+Care Rental Calculation Form

TENANT NAME: 1 GENDER: 2
 SOCIAL SECURITY #: 3 DOB: 4

EFFECTIVE DATE: <u>5</u>	DATE HOUSEHOLD FIRST HOUSED: <u>6</u>
HOUSEHOLD ADDRESS: <u>7</u>	ACTION PROCESSED: <u>8</u> MOVE IN CERT _____ UNIT TRANSFER _____ ANNUAL RECERT _____ INTERIM RECERT _____ GROSS RENT CHANGE _____
CHECK APPLICABLE GRANT <u>9</u> CITY 1 R _____ PORT 1-99 _____ PORT 1-00 _____ ME2-S _____ PORT 2- _____ ME 1 R _____ ME 2-P _____ ME 4 _____ ME5 _____ B4 _____ C13 _____ A2 _____ A8 _____ KENN _____ SO ME ZONE 00 _____ OTHER _____ (LIST)	CIRCLE UNIT SIZE (WRITE IN AS NEEDED) <u>10</u> SRO EFF 1BR 2BR 3BR 4BR _____ LANDLORD NAME/ADDRESS/PHONE NUMBER: <u>11 +12</u>
ASSETS (LIST): <u>13</u> CASH VALUE	<u>14</u> ACTUAL ANNUAL INCOME <u>15</u>
IMPUTED INCOME FROM ASSETS \$ <u>16</u>	

INCOME:	EMPLOYMENT	SOCIAL SECURITY/SSDI	STATE SUPPLEMENT	OTHER (LIST)	TOTALS
MONTHLY					<u>17</u>
ANNUALLY					<u>18</u>

TOTAL ANNUAL INCOME	<u>19</u>
3% OF ANNUAL INCOME	<u>20</u>
ANNUAL MEDICAL EXPENSES	<u>21</u>
ALLOWANCE FOR MEDICAL EXPENSES	<u>22</u>
DISABILITY ALLOWANCE	<u>23</u>
ALLOWANCE FOR DEPENDENTS (\$480./DEPENDENT)	<u>24</u>
CHILD CARE ALLOWANCE	<u>25</u>
TOTAL ALLOWANCES	<u>26</u>
ADJUSTED ANNUAL INCOME	<u>27</u>
ADJUSTED MONTHLY INCOME	<u>28</u>
30% OF ADJUSTED MONTHLY INCOME	<u>29</u>
10% OF MONTHLY INCOME	<u>30</u>
TOTAL HOUSEHOLD PAYMENT	<u>31</u>
CONTRACT RENT	<u>32</u>
UTILITY ALLOWANCE (SEE ATTACHED SHEET)	<u>33</u>
TOTAL RENT	<u>34</u>
HOUSEHOLD RENT	<u>35</u>
ASSISTANCE PAYMENT	<u>36</u>
DATE NEXT ANNUAL RECERTIFICATION	<u>37</u>

38 ARE YOU RECEIVING: FOOD STAMPS _____ MAINECARE _____ MEDICARE _____
 Participated (within past 12 mo.): EDUCATION _____ VOLUNTEER _____ EMPLOYMENT _____

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TENANT 39 DATE: _____

S+C REP 40 DATE: _____

UPDATED 10/01/04

Section 13

Tenant Responsibility

The Tenant Responsibility Agreement form must be completed during the initial certification and at the annual re-certification.



Tenant Responsibility

The Homeless Management Information System (HMIS) Questions must be completed during the initial certification.



HMIS Questions

Section 14
Housing Assistance Payments

HOUSING ASSISTANCE PAYMENT CONTRACTS

The DHHS recommends the Local Administrative Agencies to complete a Housing Assistance Payment (HAP) Contract for each S+C participant. The contract defines the relationship between the LAA, the SPC recipient, and the landlord, explaining the specific responsibilities of each. The HAP Contract must be signed by the LAA and the Landlord for each Tenant. A sample HAP Contract is included in this Section.

S+C participants are not required to enter a long-term lease but must sign an initial occupancy agreement for a term of at least one month lease that is automatically renewable upon expiration, except on prior notice by either the tenant or the landlord. (SPC, Resource Manual, Nov 2001, 3-5)

**SHELTER PLUS CARE PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

This Housing Assistance Payments Contract (“*Contract*”) is entered into between _____ (“*Local Administering Agency-LAA*”) and _____ (“*Owner*”). The purpose of this contract is to assist the Individual identified in Section 1(A) to lease a decent, safe, and sanitary dwelling Unit from the Owner. The LAA will make housing as assistance payments to the Owner on behalf of the Individual in accordance with this contract. The LAA has executed an Agreement with the Department of Health and Human Services (DHHS) and/or it’s designee. Under this agreement, DHHS has agreed to provide financial assistance to the LAA to make housing assistance payments on behalf of eligible individuals.

1. **CONTRACT UNIT, INDIVIDUAL, AND LEASE**

A. This Contract applies only to the Individual(s) and the dwelling Unit (“*Contract Unit*”) designated in this section.

Contract Unit: _____

(Address of Contract Unit, including apartment number, if any, City, State & Zip)

Individual(s): _____

B. The Owner shall lease the Contract Unit to the Individual. The Lease to be executed by the Individual and the Owner for the Contract Unit has been approved by the LAA and shall be executed in the form approved. The Lease shall contain all provisions required by Maine State law, and shall not contain any prohibited by Maine State laws.

2. **TERM OF CONTRACT.**

The term of this contract shall begin on _____ (Insert the first day of the initial rental period).

3. **RENT; HOUSING ASSISTANCE PAYMENT.**

(A) The total monthly rent payable to the Owner during the term of this contract is called the “*Contract Rent*”. Initially and until adjustment of the Contract Rent in accordance with Section 8 of this Contract, the Contract Rent will be \$_____ per month.

(B) The portion of the Contract Rent payable by the Individual (“*Tenant Rent*”) will be an amount determined by the LAA in accordance with HUD regulations and requirements. This amount is the maximum amount the Owner can require the Individual to pay for rent of the Contract Unit, including all services, maintenance and utilities to be provided by the Owner in accordance with the Lease. The amount of the Tenant Rent is subject to change during the term of the Contract. Any changes in the amount of the Tenant Rent will be effective on the date stated in a notification by the LAA to the Individual and the Owner. Initially and until such change, the Individual shall pay \$_____ per month to the Owner as the Tenant Rent.

(C) Each month the LAA shall make a housing assistance payment to the Owner on behalf of the Individual in accordance with this contract. The monthly housing assistance payment is equal to the difference between the Contract Rent and the Tenant Rent. The amount of the housing assistance payment shall be determined by the LAA. Any change in the amount of the housing

assistance payment shall be effective as of the date stated in a notification by the LAA to the Individual and the Owner. Initially and until such change, the amount of the housing assistance payment shall be \$_____ per month. Neither the LAA, nor DHHS assumes any obligation for the Tenant Rent, or for payment of any claim by the Owner against the Individual, except in accordance with Section 6. The obligation of the LAA is limited to making housing assistance payments on behalf of the Individual in accordance with this Contract.

- (D) The housing assistance payments to the Owner will continue during the term of this Contract until the Tenant Rent equals the total Contract Rent. However, the termination of an Individual's housing assistance payments shall not affect the Individual's other rights under the Lease, nor shall such termination preclude the resumption of payments as a result of changes in income or rent or other relevant circumstances during the term of the Contract. However, if one year has passed since the date of the last housing assistance payment on behalf of the Individual, this Contract shall terminate.
- (E) The LAA may terminate housing assistance payments under this Contract, because of action or inaction by the Individual in the following cases: (1) if the Individual has committed any fraud in connection with any federal housing assistance programs, (2) if the Individual has violated any of his or her obligations under the Shelter Plus Care Program, or (3) if the Individual has breached an agreement with the LAA. The LAA shall notify the Owner in writing of its decision to terminate housing assistance payments in such case, and housing assistance payments pursuant to the Contract shall terminate at the end of the calendar month in which the LAA gives such notice to the Owner. (For provisions on termination of housing assistance payments, and other remedies, because of Owner's breach of the Contract, see Section 13.)

4. MAINTENANCE, OPERATION AND INSPECTION.

- (A) The Owner agrees to maintain and operate the Contract Unit and related facilities to provide decent, safe and sanitary housing in accordance with local and state requirements, including the provision of all the services, maintenance and utilities as agreed to in the Lease. If the LAA determines that the Owner is not meeting his obligation, the LAA shall have the right, even if the Individual continues in occupancy, to terminate or reduce housing assistance payments to the Owner, and to terminate the Contract.
- (B) The LAA and/or his/her designee shall have the right to inspect the Contract Unit and related facilities at lease annually and at such other times as may be necessary, in the determination of the LAA, to assure that the Unit is in decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the Lease.
- (C) Maintenance and replacement (*including redecoration*) shall be in accordance with the standard practice for the building concerned as established by the Owner.

5. MONTHLY PAYMENT TO OWNER.

- (A) The owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:
 - (1) Shall be conclusive evidence that the Owner has received the full amount of the housing payment is due. The Owner agrees that the endorsement on the check:
 - (2) shall be a certification by the Owner that:

- (i) the Contract Unit is in decent, safe, and sanitary condition and the Owner is providing all the services, maintenance and utilities as agreed to in the Lease.
- (ii) the Contract Unit is leased to the Individual named in Section 1(a), and the Lease is in accordance with Section 1(B),
- (iii) the Contract Rent does not materially exceed rents charged by the Owner for other comparable unassisted units,
- (iv) except for the housing assistance payment and the Tenant Rent as provided under the Contract, the Owner has not received and will not receive any payments or other consideration as rent for the Contract Unit,
- (v) the Individual and the LAA do not own, or have any interest in the Contract Unit, and,
- (vi) except with respect to payment for a vacant Unit in accordance with, and subject to conditions of, Section 7, to the best of the Owner's knowledge, the Individual occupies the Contract Unit, and the Unit is used solely for residence by him or her, and as the Individual's principal place of residence.

(B) If the LAA determines that the Owner is not entitled to the payment or any part of it, the LAA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any other housing assistance payment contract.

6. SECURITY DEPOSITS & LAA REIMBURSEMENT FOR UNPAID RENT & DAMAGES

(A) The Owner will comply with the State of Maine regulations regarding security deposits from a tenant, and shall not collect a security deposit that is more than the maximum amount permitted.

(B) After the Individual moves from the Contract Unit, the Owner may (*subject to State and local law*) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid Tenant Rent or other amounts which the Individual owes under the Lease. The Owner will give Shalom House a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner shall promptly refund the full amount of the balance to Shalom House.

(C) If the security deposit is insufficient for the reimbursement, or if the Owner did not collect a security deposit, the Owner may request reimbursement from the LAA for an amount not to exceed the lesser of :

(1) the amount owed the owner, or (2) two month's Contract Rent; minus in either case, the greater of the security deposit actually collected or the maximum amount permitted under the State regulations. Any reimbursement under this section shall be applied first toward any unpaid Tenant Rent and then to other amounts owed by the Individual. No reimbursement shall be claimed from LAA for unpaid rent for the period after the Individual moves from the Contract Unit.

(D) The amount refunded shall include the amount of interest payable. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

(E) To make a claim under this section, the Owner shall immediately notify the LAA when the Individual has moved from the Contract Unit. The Owner shall submit to the LAA, as soon as possible, written documentation supporting the claim for reimbursement, including evidence of actual costs of required repairs and evidence of billing to a non-payment by the Individual. The LAA has the right to inspect the Unit with the Owner to determine the extent of any damage.

7. PAYMENT FOR VACATED UNIT

Housing Assistance Payments shall be made by the LAA to the Owner under this Contract only for the period during which the Contract Unit is leased and occupied by the Individual during the term of the Contract except as follows:

- (A) (1) If the Individual moves from the Contract Unit in violation of the Lease, the Owner shall receive the housing assistance payment due under the Contract for so much of the month in which the Individual moves from the Unit as the Unit remains vacant. If the Unit continues to remain vacant, the Owner shall receive from the LAA a housing assistance payment in the amount of the Contract Rent for a vacancy period not exceeding one additional month.
 - (2) If the Owner collects any of the Individual's portion of the rent for the additional month, the LAA payment shall be reduced to an amount which, when added to the Individual's payment does not exceed the contract rent. The Owner shall reimburse the LAA for any excess.
 - (3) If the Owner evicts the Individual, the Owner shall not be entitled to any payment under this section unless the LAA determines that the Owner complied with all the requirements of the Contract (*including section 9 on termination of tenancy*) and all applicable State and local laws.
- (B) The Owner shall not be entitled to any payment for the vacated Unit unless the Owner (1) immediately upon learning of the vacancy has notified the LAA of the vacancy, (2) has taken and continues to take all feasible actions to fill the vacancy including, but not limited to, contacting applicants on the Owner's waiting list, if any; requesting the LAA and other appropriate sources to refer eligible applicants; and advertising the availability of the Unit, and (3) has not rejected any eligible applicant except for grounds acceptable to the LAA. To be eligible for payments under this section, the Owner is not required to rent this Unit to a Certificate or voucher holder in the Shelter Plus Care Program. However, see section 10 regarding discrimination.
- (C) The Owner shall not be entitled to any payment for the vacated Unit to the extent that the Owner is entitled to payment from other sources.

8. RENT ADJUSTMENTS.

- (A) If the Contract Unit is in a decent, safe, and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and this Contract, the Contract Rent shall be adjusted as follows:
- (1) The Contract Rent shall be adjusted as of any annual anniversary date of the Contract using applicable Section 8 Annual Adjustment Factor as published by HUD. The Contract Rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract Rent on the effective date of this Contract.
 - (2) The LAA upon approval from DHHS may approve a special adjustment to reflect increases in actual and necessary expenses of owning and maintaining the Unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that the general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in paragraph (A) (1) of this section. The Owner shall submit financial statements to the LAA that clearly support the increase.
- (B) Adjustments as provided in paragraph (A) of this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

9. TERMINATION OF TENANCY.

- (A) The Owner shall not terminate the tenancy of the Individual except for:
 - (1) Serious or repeated violation of the terms and conditions of the Lease;
 - (2) Violation of Federal, State or local law which imposes obligations on the Individual in connection with the occupancy and use of the dwelling Unit and surrounding premises; or
 - (3) Other good cause.
- (B) The Owner may evict the Individual from the Contract Unit only by instituting a court action. The Owner must notify the LAA in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Individual under State or local law. The notice to the LAA may be given by furnishing to the LAA a copy of the notice to the Individual.

10. NONDISCRIMINATION IN HOUSING

- (A) The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex sexual orientation, handicap or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from participation in, or be denied the benefits of, the Shelter Plus Care Program because of such status.
- (B) The Owner shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (C) The Owner shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 200d *et seq.*
- (D) In accordance with any rules and regulations issued under Section 504 of the Rehabilitation Act of 1973, the Owner shall not discriminate against any person on the basis of handicap.
- (E) The Owner shall comply with any rules and regulations under the Age Discrimination Act of 1975.

11. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS.

The owner shall cooperate with the LAA and the DHHS in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

12. LAA AND DHHS ACCESS TO PREMISES AND OWNER'S RECORDS.

- (A) The Owner shall provide any information pertinent to this Contract to the LAA which may reasonably be required.
- (B) The Owner shall permit the LAA or any of their authorized representatives to have access to any book, documents, papers and records of the Owner to the extent necessary to determine compliance with this Contract only, including the verification of information pertinent to the housing assistance payments.

13. RIGHTS OF THE LAA IF OWNER BREACHES THE CONTRACT.

- (A) Any of the following shall constitute a breach of the Contract:
 - (1) If the Owner has violated any obligation under this Contract; or

- (2) If the Owner has demonstrated any intention to violate any obligation under this Contract:
or,
- (3) If the Owner has committed any fraud or made any false statement to the LAA in connection with the Contract.
- (B) If the LAA determines that a breach has occurred, the LAA may exercise any of its rights or remedies under the Contract. The LAA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the LAA to the Owner may require the Owner to take corrective action (*as verified by the LAA*) by a time prescribed in the notice. The LAA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.
- (C) Any termination or reduction of housing assistance payments, or termination of the Contract by the LAA in accordance with this Contract, shall be effective as provided in a written notice by the LAA to the Owner.
- (D) The LAA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other action or failure to act by the owner.

14. LAA RELATION TO THIRD PARTIES.

- (A) The LAA does not assume any responsibility for, or liability to, any person injured as a result of the Owners action or failure to act in connection with the implementation of this contract, or as a result of any other action or failure to act by the Owner.
- (B) The Owner is not the agent of the LAA, and this Contract does not create or affect any relationship between the LAA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.
- (C) Nothing in this Contract shall be construed as creating any right of the Individual or other third party to enforce any provision of this Contract, or to assert any claim against the LAA, the DHHS or the Owner under this contract.

15. CONFLICT OF INTEREST PROVISIONS.

No present or former member or officer of the LAA, no employee of the LAA who formulates policy or influences decisions with respect to the Shelter Plus Care Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Shelter Plus Care Program shall have any direct or indirect interest, during this person's tenure or provision may be waived by DHHS for good cause.

16. TRANSFER OF THE CONTRACT

The Owner has not made and will not make any transfer in any form of this Contract without the prior written consent of the LAA. A change in ownership of the PROPERTY, such as a stock transfer or transfer of the interest of a general partner, or sale, is subject to the provisions of this contract. The LAA may give its consent to a transfer of the Contract if all parties agree in writing (*in a form acceptable to the LAA*) to comply with all the terms and conditions of this Contract.

17. CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS.

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

18. ENTIRE AGREEMENT; INTERPRETATION.

- A. This Contract contains the entire agreement between the Owner and the LAA. No changes in this Contract shall be made except in writing signed by both the Owner and the LAA.
- B. The Contract shall be interpreted and implemented in accordance with Shelter Plus Care requirements.
- C. The invalidity or unenforceability of any particular provision or part thereof of this HAP Agreement shall not affect the remainder of said provision or any other provisions, and this HAP Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

19. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT.

- (A) The Owner warrants that the Unit is in decent, safe and sanitary condition and that the Owner has the legal right to lease the dwelling Unit covered by this Contract during the Contract term.
- (B) The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

20. The purpose of this clause is to establish the permitted and required uses and disclosures by Landlord of any protected health information (PHI) that Landlord may possess by reason of Landlord's relationship with Provider.

- (A) To the extent that Landlord may obtain information in the course of its duties under the Contract, Landlord agrees:
 - (1) to maintain the same level of security and privacy with respect to the PHI as required under the applicable policies and procedures of Provider; and
 - (2) to comply with any security or privacy requirements for the PHI that may be imposed pursuant to the Health Insurance Portability and Accountability Act or other applicable laws or regulations.
- (B) Landlord may use PHI:
 - (1) as necessary for proper management and administration of Landlord's business;
 - (2) (ii) to carry out Landlord's legal responsibilities; provided, however, that any such use that involves the disclosure of PHI to third parties shall be carried out in accordance with the specific requirements of this Clause; or
 - (3) to provide data aggregation services related to the healthcare operations of the Landlord.

21. Uses and disclosures. Except as specifically authorized in writing by the individual who is the subject of the PHI, or as required by law, Landlord will maintain the confidentiality of all PHI in accordance with the provisions of this Clause and of the HIPAA Privacy Rule. Landlord hereby agrees that Landlord:

- (A) Will not use or further disclose the PHI, except as permitted or required by this contract or as required by law;
- (B) Will use appropriate safeguards to keep the PHI confidential;
- (C) Will report any inappropriate disclosure of the PHI of which Landlord becomes aware;
- (D) Will ensure that Landlord's agents or sub-landlords (including any person to whom PHI may be disclosed hereunder) also agree to the same restrictions that are contained in this Clause;

- (E) Will make the PHI available to the individual upon written request as appropriate;
- (F) Will allow and incorporate amendments to the PHI by the individual;
- (G) Will make available to the individual an accounting of any disclosures of the PHI;
- (H) Will make Landlord's internal practices and records available to the Secretary of DHHS for purposes of determining Landlord's compliance with the requirements of this Clause and of the HIPAA Privacy Rule; and
- (I) Upon termination of the Contract, will return or destroy all information, or keep the protection of the PHI in place for such period as Landlord retains the PHI.

Signatures:

LAA _____

By: _____
 Signature Date Signed

 Print or type names & title of signatory

OWNER OR OWNER'S REPRESENTATIVE

By: _____
 Signature Date Signed

 Print or type names & title of signatory

3/9/04

Section 15 Occupancy

Occupancy

Shelter + Care recognizes there are times when it may be necessary for an individual to leave their current housing. At these times, Shelter + Care will work toward a satisfactory resolution for both the tenant and the landlord in the hopes of keeping both the tenant and landlord engaged in the program.

Occupancy Agreements

Participants must execute an initial occupancy agreement for a term of at least one-month, automatically renewable upon expiration, except on prior notice by either the tenant or the landlord.



Occupancy Agree

Vacancy Policy

If a participant in the program vacates a unit for more than 30 days for any reason without giving a 30-day written notice to both the LAA and the landlord the assistance payment for the unit may continue for a maximum of 30-days from the end of the month in which the unit was vacated. If the tenant returns to their unit before the last day of the assistance payment S+C will continue to provide the subsidy.

“Vacate” means to be absent from the unit (i.e. visiting family, vacationing, jail time, etc). The term vacate does not include brief periods of inpatient care. The assistance payments for individuals receiving inpatient care may continue for a period not to exceed 90 days per occurrence.

Moving

In accordance with the Lease or Rental Agreement, a participant may move from a current unit to another unit only if a 30-day written notice has been submitted by the first day of the month previous to the move to both the LAA and the landlord. [See Section 16, subsidy portability for additional information/restrictions regarding moving]

If a participant leaves a unit at the conclusion of a 30-day notice and wishes to continue to receive assistance the participant must keep the LAA informed of such plans. If the participant does not locate another unit within 30-days and does not maintain contact with the LAA representative, the tenant will be terminated from the program. [See Appendix 12 Move-Out letter and appeals]

Abandonment

A unit will be considered abandoned if the LAA is unable to verify occupancy by a participant after a good faith effort has been made to locate the participant. [See Appendix 8 Sample termination letter]

If the tenant cooperates with the landlord’s request to leave, they may keep their assigned slot and continue the program.

Eviction

Eviction: If a tenant is repeatedly given notices to quit from multiple S+C subsidized units for not paying their rent, damaging the unit, harassing other tenants or continuing to break established rules despite prior warnings the tenant may be terminated from S+C.

If a tenant does not leave in a cooperative manner, then it may be necessary for the landlord to evict the tenant. If this occurs, the tenant may be terminated from the program.

Shelter + Care will continue to work with the landlord and tenant toward the least disruptive departure possible. Shelter + Care will continue to pay the housing assistance portion of the rent as long as the individual is a program participant and in accordance with the Housing Assistance Payments Contract. The tenant will also be responsible for their portion of the rent until the unit is vacated and will be responsible for reimbursing Shelter + Care for any damages deducted from the security deposit.

Death

Rent will be paid for the lesser of up to the date the tenant's possessions are removed or for up to 14 days after a tenant has died. If the family has not removed the possessions they must pay market rent for any additional time needed. (Quadell, 6-4)

Surviving member(s) of a household have a right to rental assistance until the end of the grant period under which the deceased member was a participant. If an adult surviving family member has a qualifying disability the subsidy can be transferred to their name as the head of household and be continued in accordance with program regulations.

10/01/04

Section 16

Subsidy Portability

S+C PORTABILITY

If an individual elects to move from their current town the LAA must ensure the new town is part of the grant jurisdiction.

The rental assistance subsidy is portable within a jurisdiction as defined by the grant application. Please refer to the chart below.



Portability Flow chart

If a participant wishes to use their subsidy outside of the designated grant jurisdiction, they must submit an ADA waiver request to the LAA to be processed. (See Section 20, Reasonable Accommodation)

Section 17

Housing Assistance Payment Monthly Request Form

MONTHLY REQUEST FORM

The Monthly Request Form is used by a Local Administrative Agency (LAA) to make funding requests to the CAA, Shalom House, Inc. The request may be for rental assistance, rent-up expenses, and vacancy charges, and should include any adjustments for previous months.

LAA's need to send the Request Form to Shalom House, Inc. by the 15th of the month preceding the month for which funding is requested. This will help to ensure that payments get to the LAA's by the 1st of the month for rent payments. For example, Shalom House, Inc. must receive the Rental subsidy Request Form by June 15th for July Rental Assistance.

When submitting the Monthly Request to Shalom House, Inc. make sure to send with it the following by grant and in alphabetical order:

- All Applications and verification documentation for New S+C Participants
- All Rental Calculation Forms for New S+C Participants and verification documentation
- All Rent Reasonable Forms relating to that Month
- All Re-certifications or Rental Calculation Up-dates and verification documentation
- All HQS cover sheet and summary pages
- Household Composition forms
- All DHHS/Shalom/LAA release of information forms



Sample SPC billing
form

COMPLETING THE MONTHLY REQUEST FORM

REQUEST FOR MONTH: Enter the month for which the request for funding is being made. The CAA needs to receive this request by the 15th of the month preceding the month for which funding is requested.

SECTION I.

All current tenants should be reported in alphabetical order in Section I. Please list under TENANT NAME all tenants for which you are requesting S+C funds for the month listed above. For each tenant, list the Monthly Apartment Rent, Monthly Tenant Rent, Monthly S+C Housing Assistance Payment (HAP). List all applicable entry status codes. Remember: Apartment Rent= Tenant Rent + S+C HAP. After all current tenant information is listed, add the individual S+C HAPs and enter the total on the SUBTOTAL line. See entry status codes below:

SECTION II.

Any adjustments eligible for G&A requests made during the previous month(s) should be listed in Section II. Please list the names of the tenants for which there were adjustments and the month the change was effective. For each tenant, list the appropriate Change Code, Date of the Change, and the HAP ADJUSTMENTS and list the total on the SUBTOTAL line. The Codes to be listed are as follows:

MI - Tenant Move In
AR - Annual Re-certification
IR - Interim Re-certification
TM- Termination

MO - Tenant Move Out
TR - Tenant Transferred to/from
a different LAA

SECTION III.

All Security Deposits and other-than-usual expenses should be listed in this Section. Subtotal this section.

SECTION IV.

Returned security deposits, loan payments, payment plans, and other non-eligible G&A requests should be listed in this Section. List the names of associated individuals and applicable amount. Total the Section. The form must be signed and dated.

SUBTOTAL SECTIONS I, II, III, and IV

Add Section I, II, III, IV.

ADMINISTRATIVE FEE

The LAA may take an administrative fee of 5% of the total HAP request.

TOTAL REQUEST

Add the administrative fee to the Subtotal of Sections I, II, and III

Please send the Monthly Requests to:

Shalom House
PO Box 560
Portland, Maine 04112
Attention: Melany Crandall, Subsidy Coordinator

Section 18
Annual and Interim Re-Certifications

ANNUAL RE-CERTIFICATIONS

All S+C tenants must be reviewed and re-certified for S+C assistance annually. The re-certification date for an annual certification is one year from the original certification date, effective the first day of the month that the tenant began receiving S+C assistance. For example if the tenant was admitted October 11, 2003 then the re-certification effective date is October 1, 2004. When processing re-certifications, the LAA needs to complete re-certification in a timely and efficient manner. The steps are as follows:

- I. 1st Notice - send 90 days in advance of the re-certification anniversary date. The notice must state that the tenant has until the 10th of the month preceding the anniversary date to contact the office to begin re-certification. (See Appendix 9, Sample Letter)
- II. 2nd Notice – send approximately 30 days after the previous notice to tenants who have not responded. Content is the same as the 1st notice in addition to stating that if the tenant does not respond by the 10th of the month preceding the anniversary date, the owner may suspend assistance payments on the re-certification date. (See Appendix 10, Sample Letter)
- III. 3rd Notice/Notice of Intent to Terminate –is give on the first of the month preceding the anniversary date to tenants who have not yet responded. The Notice must state that the tenant has 10 days to re-certify. If the tenant does not respond within those ten days, assistance may be suspended or terminated, and the rent may be increased to market effective on the re-certification anniversary date, with no 30-day notice of increase. (See Appendix 11, Sample Letter)
- IV. Meet with the tenant and obtain information on their current income.
- V. Verify all information in writing, via third party or tenant affidavit.
- VI. Calculate tenant's rent and assistance payment by completing the *RENT CALCULATION FORM*. (See Section 12, Rental Calculations)
- VII. Provide written notice to tenant of any change in rent, giving at least 30 days notice for rent increases unless the tenant is late in responding to re-certification notices. (See Chart)
- viii. Perform an annual inspection of the unit to ensure HQS compliance. (See Section 10, Housing Quality Standards)
- IX. If LAA and tenant both comply with requirements, changes in tenant rent and assistance payment are both effective on the anniversary date.
- X. Send a HAP Amendment to the landlord, tenant and applicable providers. (See Appendix 13, HAP Amendment)

LAA LATE

If the LAA is late in completing the re-certification, a thirty-day notice of any rent increase must be given, regardless of the anniversary date. For rent decreases, the LAA must apply the change retroactively to the anniversary date. (See Chart)

TENANT LATE

Tenants who respond after the cut-off date in the 3rd Notice may have their assistance suspended or terminated as of the scheduled effective date.

If the tenant complies with the re-certification requirements after the 10 day period stated in the 3rd Notice, but before the anniversary date, the tenant is considered late but may be re-certified effective retroactively to the anniversary date.

Tenants who respond after the 10th of the month preceding the anniversary date but before the anniversary itself should be asked why there was a late response. If there are extenuating circumstances such as hospitalization or family emergency which prevented the re-certification then the assistance may not be suspended. The new tenant rent is effective on the date noted in the 30-day notice.

If the LAA denies extenuation circumstances, then no 30-day notice is required and the new tenant rent amount is due on the anniversary date. The tenant must be informed in writing of the decision and their right to appeal through the DHHS Housing Appeals Procedure. (See Chart)

EFFECTIVE DATES FOR INCREASE AND DECREASE IN TENANT RENTS AND ASSISTANCE PAYMENT AT RECERTIFICATION

	<u>LAA and Tenant Are Both On Time</u>	<u>LAA and/or Third Party Are Late</u>	<u>Tenant Responds After Final Notice</u>
Tenant Rent Increase	Recertification Anniversary Date	After 30 Days Notice	Recertification Anniversary Date
Assistance Payment Decrease	Recertification Anniversary Date	Recertification Anniversary Date	Recertification Anniversary Date
Tenant Rent Decrease	Recertification Anniversary Date	Recertification Anniversary Date	Recertification Anniversary Date
Assistance Payment Increase	Recertification Anniversary Date	Recertification Anniversary Date	Recertification Anniversary Date

INTERIM RECERTIFICATIONS

A tenant may be terminated if an increase in income is not reported or if a decrease in income was caused by a deliberate action of the tenant to avoid paying rent.

Tenants are required to report any income changes within 10 days from the date of such change. The LAA must process an interim adjustment when the income increase is \$200 or more per month. The LAA may refuse to process an interim re-certification only when the LAA receives confirmation that the decrease/increase will last two months or less. The LAA must process all requests for decrease in household income regardless of amount.

The steps in processing interim adjustments:

- 1) Meet with tenant to obtain new information on income.
- 2) Verify only those factors that have changed.
- 3) Complete a new *RENT CALCULATION FORM*.
- 4) Send HAP Amendment to the tenant, landlord (indicating the tenant and HAP rent changes), payee (if applicable), Community Support Worker or ICM (if applicable) of rent or assistance payment changes and their effective date:
 - For rent increases: first day of the month following required 30-day notice.
 - For rent decreases: first day of the month following the date of the change.(See Appendix 13, HAP Amendment)

TENANT FAILURE TO COMPLY

Procedures for Tenants who Fail to Meet Re-certification Requirements:

- 1) Tenant may be immediately terminated from S+C; OR
- 2) Tenant may be given the opportunity to retroactively repay his/her portion of the rent to the LAA in lieu of immediate termination. For example:
 - a. 50% of account balance paid. The remaining balance must be paid over a term not to exceed 12 months with a documented payment plan; or
 - b. Establishment of a Representative Payee and a documented payment plan not to exceed 12 months; or
 - c. Issue has been adjudicated through the S+C Appeals or DHHS Grievance Process.

Section 19

Subsidy Termination

Termination

Rental Assistance may be terminated if a participant violates conditions of occupancy. Program regulations recommend however that the LAA exercise judgment and take into consideration extenuating circumstances so that participants are only terminated for the most serious rule violations.

If termination is necessary, the LAA must provide a 30-day written notice to the landlord and client, containing a clear statement regarding the reason for termination and an opportunity for appeal. If an individual chooses to appeal, assistance must continue through the entire appeals procedure. (See Appendix 8, Termination Letter)

A termination form must be completed for each participant leaving the program. Ideally, this form is done within 30 days of the participant's exit.



S+C Termination
Form

Section 20
Reasonable Accommodation

REASONABLE ACCOMODATION

Section 504 of the Fair Housing Act enables individuals with disabilities the ability to request a “reasonable accommodation” in rules, polices, practices or services in order to participate fully in a program.

Requests must be submitted in writing to the CAA and will be forwarded to the Director of Housing at DHHS for decision.

A written request for a reasonable accommodation must include reliable disability related information that:

- Verifies that the individual has a disability that falls under the Fair Housing Act and
- Describes the needed accommodation and
- Shows an identifiable relationship between the requested accommodation and the individual’s disability

Depending upon the circumstance this information may be provided by the individual him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party.

DHHS may refuse to provide a requested accommodation if providing the accommodation would constitute an undue financial and administrative burden or fundamental alteration of the providers’ housing program.

Section 21

Supportive Services

Support Services

Shelter + Care will offer supportive services, indirectly, by collaborating with local providers on a referral basis. Among these will be health care, mental health treatment, alcohol and other substance abuse services, childcare, case management, counseling, education and/or job training, and other services essential for achieving and maintaining independent living.

Each tenant will have the opportunity to elect a service plan to meet his or her specific housing and service needs. A community support worker will be the service broker, an advocate when necessary, and the consumer's liaison to providers. If a tenant chooses not to participate in permanent support services then as needs arise, referrals will be made to outreach case managers for short-term support.

Most Shelter + Care recipients have some form of support services prior to entering the program. Shelter + Care strongly encourages the use of support services. Should an individual prefer not to receive services or disengage in services, participation in services can NOT be mandated.

Similar to many other Federal Programs, the Shelter + Care program has a match requirement. The law requires grantees to match rental assistance with an equal amount of supportive services from other sources. The match is overall grant wide requirement, not year-by-year, component by component or participant by participant. Since HUD assumes that the provision of supportive services will vary according to the needs of the participants, any given participant is not required to receive the same amount of services as rental assistance.

The supportive services may be existing ones that the Shelter + Care participants will use or new services created for Shelter + Care participants. Federal, State, local and private sources all may count. Supportive Services match data will be drawn from State MaineCare records on an annual basis. If MaineCare has an insufficient amount of activity to meet the match requirements then the LAA will be asked to follow up with non-MaineCare billable supportive services to gather the needed match data.

A Support Service Form must be completed with each tenant at the annual certification. (See below)



Support Service
Form

Revised: 8/9/04

Section 22

Appendix

APPENDIX 1

SAMPLE APPROVAL LETTER

[LAA Letterhead]

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]

Thank you for your recent application for the Shelter Plus Care Program (S+C). Your application for rental subsidy was reviewed on [date] and you appear to be eligible. Please contact this office by mail or call at ###-#### to discuss the next step in the process.

If after 60 days from the date of this letter no written extension has been requested by you and approved by this office, you must re-apply for assistance.

If you have any questions regarding this notification please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

Revised 112003

APPENDIX 2
SAMPLE DENIAL LETTER

[LAA Letterhead]

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]

Thank you for your application dated _____ for the Shelter Plus Care Program (S+C). Your application for rental subsidy was reviewed on [date] and has been denied. The reason for denial is [insert reason—be specific and brief, i.e. eligibility criteria/priorities]

You have the right to appeal this decision. Should you choose to appeal this decision, you must follow the S+C Appeals Process (on the reverse side of this notice). Address the written appeal within 10 working days from the date of this letter to:

*Name of designated person in your agency other than
person (or subordinate of the person) who made the denial decision
Address*

A formal written response from this agency to your appeal must be made to you in writing within ten (10) working days from the date of receipt of your letter.

If you have any questions regarding this notification please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

Enclosure: DHHS Housing Subsidy Appeals Procedure

DHHS HOUSING SUBSIDY APPEALS PROCEDURE

The Shelter Plus Care Program (S+C) is funded through Housing and Urban Development (HUD). The program is administered by a network of ten Local Administrative Agents (LAA). The S+C program recognizes that you may not agree with a S+C decision. In these cases, you have the right to appeal.

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the S+C appeal process:

1. The applicant or tenant makes a written request, called a Level I Appeal, to the designated S+C representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated S+C Representative and LAA Information:

2. Within ten (10) working days, the designated S+C representative responds in writing to the Level I Appeal. The S+C representative may request an extension of an additional five (5) working days, if necessary.
3. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS Housing Resource Development Manager, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
4. The DHHS Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
5. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS. The written appeal must be sent within ten (10) working days from the date the Applicant or Tenant received the Level II decision. Send to: Commissioner of DHHS, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
6. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
7. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS.
8. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

Filing a Grievance is another option for you. If you believe there has been a possible violation of the *Rights of Recipients of Mental Health Services* you may file a Grievance by following the *DHHS Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

Revised 112003

Appendix 3
SAMPLE INSPECTION LETTER

[Date]

[Landlord and/or Managing Agent Name]
[Landlord and/or Managing Agent Address]

Dear [Landlord and/or Managing Agent]

A Housing Quality Standard inspection was completed recently on the apartment located at [Address] where [Applicant Name] would like to reside. This inspection was conducted to determine if the unit meets the minimum standards established by the U.S. Department of Housing & Urban Development. These standards have been established to ensure that tenants who receive assistance are living in housing that is decent, and sanitary.

The inspection indicates that the unit [does/does not] meet these standards. I have enclosed a copy of the inspection for your records [and I have highlighted items that require correction. I will perform an inspection in thirty-days to ensure that necessary repairs have been completed].

If repairs have not been completed by {30 days from the initial occupancy agreement} then payment will be suspended until repairs are made.

If you should have any questions, please do not hesitate to contact me at ###-####.

Sincerely,

[signed name and date]
[printed name, title]

APPENDIX 4
EPA Pamphlet
PROTECT YOUR FAMILY FROM LEAD IN THE HOME



Adobe Acrobat
Document

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND EPA
BROCHURE ON HOW TO PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

A. Presence of lead-based paint and/or lead-based paint hazards (Check (1) or (2) below):

- (1) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (2) ___ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (Date) _____ (landlord)

B. Records and reports available to the landlord Check (1) or (2) below):

(1) ___ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(2) ___ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____ (Date) _____ (landlord)

Tenant's Acknowledgment

C. Tenant has received copies of all information listed above. _____ (tenant's initials)

D. Tenant has received the pamphlet Protect Your Family from Lead in Your Home. _____ (tenant's initials)

Agent's Acknowledgment

E. Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852d and is aware of his or her responsibility to ensure compliance. _____ (agent's initials)

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Landlord	_____ Date	_____ Landlord	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

**APPENDIX 5
CERTIFICATION GUIDE**

SAMPLE S+C INITIAL

This checklist is available for use as a guide for Local Administrative Agencies to ensure that the following verifications and necessary documents are included in the initial certification:

- Rental Subsidy Referral Form, if applicable
- S+C Application
- Verification of Homelessness
- Verification of Disability form
- Household Composition Form
- HMIS Questions
- Verification of Income for all Household Members
 - Signed Releases of Information for all Income Sources Applicable to Household
- Statement of No Income, if applicable
 - Verification of Application for SSD/SSI Benefits
- Determination of Eligibility Letter
- HQS Inspection
- Rental Calculation and Certification Form
- Housing Assistance Payments Contract
- S+C Appeals and/or DHHS Grievance Procedure—if requested
- S+C Tenant Responsibility Agreement

Updated 12/1/04

SAMPLE ANNUAL CERTIFICATION GUIDE

This checklist is available for use as a guide for Local Administrative Agencies to ensure that the following verifications and necessary documents are included in the initial certification:

- Household Composition Form
- Verification of Income for all Household Members
 - Signed Releases of Information for all Income Sources Applicable to Household
- Statement of No Income, if applicable
 - Verification of Application for SSD/SSI Benefits
- Re-Certification letter stating new rent amounts (if applicable)
- HQS Inspection
- Rental Calculation and Certification Form
- Housing Assistance Payments Contract (if applicable for changes)
- S+C Appeals and/or DHHS Grievance Procedure—if requested
- S+C Tenant Responsibility Agreement
- S+C Supportive Service Audit Form

**APPENDIX 6
SAMPLE RELEASE OF INFORMATION**

AUTHORIZATION FOR RELEASE OF INFORMATION

I authorize release of personal identified information, regarding the person named below, within the following specified limits:

1) Name: _____SSN: _____DOB: _____

2) Specific information to be released: _____

3) The purpose for which the information is to be released: _____

4) Organization/Address/Person to which this information is to be released: _____

5) Organization/Address/Person releasing the information: _____

6) I wish to review this information before it is released: (*Initial one of these*) Yes _____ No _____

7) The benefits, risks, and consequences of the alternatives in releasing or not releasing this information have been explained to me: (*Initial one of these*) Yes _____ No _____

8) If this released information contains any reference to any of the following, the release of that information is/is not authorized by my initials:

<u>HIV</u>	Yes _____	<u>AIDS</u>	Yes _____	<u>STDs</u>	Yes _____	<u>TB</u>	Yes _____
	No _____		No _____		No _____		No _____

9) Unless otherwise specified below, this authorization will expire in ninety (90) days.
Date this authorization will expire: _____

10) I understand that I may revoke this authorization in writing at any time.

****This information may not be further disclosed by the receiving person or organization without my authorization.****

Authorization for Release of Above Information: (In order to be valid, this authorization must have the proper accompanying advisories and State and Federal citations on the reverse side of this page.)

Printed Name Of Person Authorizing Release

Relationship

Signature/Mark of Person Authorizing Release

Date

Witness (if Mark/Stamp): Printed Name

Witness Signature

Revocation of Release:

Signature (or mark & signature of witnessing person)

Date

Advisories:

- You may refuse to sign the authorization to disclose some or all of your health care information, but you should be aware that refusal may result in improper diagnosis or treatment, denial of coverage or a claim for health benefits, or other insurance or other adverse consequences.
- You may revoke this authorization at any time by a written revocation and by delivering it to the person or organization holding the release of information authorization. However, this revocation is subject to the right of any person who acted in reliance on the authorization prior to receiving notice of revocation.
- You are entitled to a copy of this authorization form.

For Persons/Organizations Receiving Substance Abuse Information:

This information has been disclosed to you from records protected by Federal confidentiality rules (*42 CFR Part 2*). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by *42 CFR Part 2*. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

(52 FR 21809, June 9, 1987; 52 FR 41997, November 2, 1987)

For Persons/Organizations Receiving Mental Health Information:

This information has been disclosed to you from records protected by State confidentiality laws (*34-B M.R.S.A. Section 1207; Rights of Recipients of Mental Health Services*). This information remains confidential and should not be disclosed any further except as expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by law.

Appendix 7

HOW TO PASSWORD PROTECT A FILE



Password protecting
an Excel document.docx



Password protecting
an Word document.docx

Appendix 8
SAMPLE TERMINATION LETTER

[LAA Letterhead]
Certified Mail

[Date]

[Tenant Name]

[Tenant Address]

Dear [Tenant Name]:

We are writing you today to inform you that your Shelter Plus Care Program (S+C) subsidy is being terminated effective _____. The reason for subsidy termination is:

- You have vacated your apartment without proper notice
- You have not responded for requests for information for _____
- You no longer meet the eligibility criteria because _____
- You have failed to make your payments as scheduled
- Other: [insert reason—be specific and brief: also, insert specific violation of lease and/or tenant responsibility agreement here]

As a result of this termination your current balance due to the S+C program is \$_____, in addition to any other charges (example: damages and/or security deposit) incurred after this date. This balance will be reported to the State of Maine, Department of Health and Human Services and its Administering Agents.

You have the right to appeal this decision. Should you choose to appeal this decision, you must follow the S+C Appeals Process (on the reverse side of this notice). Address the written appeal within 10 working days from the date of this letter to:

*Name of designated person in your agency other than
person (or subordinate of the person) who made the denial decision
Address*

A formal written response from this agency to your appeal must be made to you in writing within ten (10) working days from the date of receipt of your letter. During the appeal process your subsidy will be continued. If the appeal decision is not in your favor you will be responsible for repayment of any previous monies owed plus all monies incurred during the appeal process.

If you have any questions regarding this notification, please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

cc: Landlord

Enclosure: DHHS Housing Subsidy Appeals Procedure

Revised 082003

DHHS HOUSING SUBSIDY APPEALS PROCEDURE

The Shelter Plus Care Program (S+C) is funded through Housing and Urban Development (HUD). The program is administered by a network of ten Local Administrative Agents (LAA). The S+C program recognizes that you may not agree with a S+C decision. In these cases, you have the right to appeal.

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the S+C appeal process:

9. The applicant or tenant makes a written request, called a Level I Appeal, to the designated S+C representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated S+C Representative and LAA Information:

10. Within ten (10) working days, the designated S+C representative responds in writing to the Level I Appeal. The S+C representative may request an extension of an additional five (5) working days, if necessary.
11. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS Housing Resource Development Manager, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
12. The DHHS Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
13. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS. The written appeal must be sent within ten (10) working days from the date the Applicant or Tenant received the Level II decision. Send to: Commissioner of DHHS, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
14. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
15. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS.
16. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

<p>Filing a Grievance is another option for you. If you believe there has been a possible violation of the <i>Rights of Recipients of Mental Health Services</i> you may file a Grievance by following the <i>DHHS Grievance Process Guide For Recipients of Mental Health Services</i>. A copy of this guide is available to you upon request.</p>
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Revised 112003

APPENDIX 9

SAMPLE 1st ANNUAL CERTIFICATION NOTICE

Date

Tenant Name

Tenant Address

Tenant Address

Dear Tenant:

The Shelter Plus Care Program (S+C) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by _____. (Insert date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information]

APPENDIX 10

SAMPLE 2nd ANNUAL CERTIFICATION NOTICE

Date

Tenant Name

Tenant Address

Tenant Address

Dear Tenant:

The Shelter Plus Care Program (S+C) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by _____. (Insert date)

If we do not hear from your by the date stated above we may stop your payments effective _____.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information]

APPENDIX 11

SAMPLE 3rd ANNUAL CERTIFICATION NOTICE

Date

Tenant Name
Tenant Address
Tenant Address

Dear Tenant:

The Shelter Plus Care Program (S+C) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

You have ten (10) days from the date of this letter to re-certify.

If we do not hear from your by the date stated above we may stop your payments or terminate you from the program effective _____.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name
Your Address

Cc: [applicable parties as permitted by releases of information]

APPENDIX 12
Sample Move-Out Letter w/Appeals

Date

Address

Dear _____:

It has come to our attention that you are no longer living in the apartment we were subsidizing for you under the Shelter Plus Care Program(S+C). Since you left your apartment, you will need to contact _____ to remain eligible for S+C assistance. You will have 30 days from _____, the date we became aware you left the unit, to contact us and find another apartment.

If we do not hear from you within 30-days, your S+C subsidy will be terminated on _____ and you will have to reapply for the service in the future.

If the Security Deposit for _____ was retained by the landlord due to not giving 30 days notice, breaking the lease, damages, or unpaid rent, you will not be eligible for another Security Deposit. You will also be required to repay Shalom House for the lost Security Deposit and/or damages to _____.

Please call _____ your S+C Housing Specialist immediately, at _____.

Sincerely,

Housing Specialist

cc: caseworker

Enclosures: DHHS Appeals Procedure

DHHS HOUSING SUBSIDY APPEALS PROCEDURE

The Shelter Plus Care Program (S+C) is funded through Housing and Urban Development (HUD). The program is administered by a network of ten Local Administrative Agents (LAA). The S+C program recognizes that you may not agree with a S+C decision. In these cases, you have the right to appeal.

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the S+C appeal process:

17. The applicant or tenant makes a written request, called a Level I Appeal, to the designated S+C representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated S+C Representative and LAA Information:

18. Within ten (10) working days, the designated S+C representative responds in writing to the Level I Appeal. The S+C representative may request an extension of an additional five (5) working days, if necessary.
19. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS Housing Resource Development Manager, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
20. The DHHS Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
21. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS. The written appeal must be sent within ten (10) working days from the date the Applicant or Tenant received the Level II decision. Send to: Commissioner of DHHS, 40 State House Station, Augusta, Maine 04333-0040, phone (207) 287-4200, fax (207) 287-4268, TTY (207) 287-2000.
22. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
23. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS.
24. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

<p>Filing a Grievance is another option for you. If you believe there has been a possible violation of the <i>Rights of Recipients of Mental Health Services</i> you may file a Grievance by following the <i>DHHS Grievance Process Guide For Recipients of Mental Health Services</i>. A copy of this guide is available to you upon request.</p>
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Appendix 13

HAP AMENDMENT



HAP Amendment
Letter