

**SHELTER PLUS CARE PROGRAM MANUAL**  
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**Effective 03/01/2011**

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# **Section 1**

## **Introduction**

## **SHELTER PLUS CARE PROGRAM INTRODUCTION**

### **Program Summary**

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). 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 gross 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 which 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. Keeping in alignment with the Department's emphasis on consumer *choice, independence, and control* we will not be supporting new Sponsor based vouchers as they by definition limit these values.

From time to time, based on the Department's needs in meeting new rules, regulations, and laws, as well as implementing best practices, the Department will modify this program manual as necessary.

For further information regarding the Shelter Plus Care program, please contact the Local Administrative Agency nearest you. A list of these contacts can be found on the following page.

More information can be found at: <http://www.maine.gov/dhhs/mh/Housing/home.html>

*Updated 11/1/09*

| <b>Local Administrative Agents</b>  |   |   |
|---|---|---|
| <b>Penobscot, Washington, Hancock, Piscataquis Counties</b>   | <b>Aroostook County</b>   | <b>Lincoln, Sagadahoc, Waldo, Knox, Lincoln Counties &amp; Brunswick, Harpswell, Freeport</b>     |
| Sandra Kimball<br>Community Health and Counseling<br>42 Cedar St., PO Box 425<br>Bangor, ME 04402<br>207-947-0366 ext 520 | James McClay<br>AMHC Facilities, Inc.<br>PO Box 1018<br>Caribou, Maine 04736<br>207-764-0759                            | Rita De Fio<br>Sweetser MH<br>329 Bath Road #1<br>Brunswick, Maine 04011<br>207-373-3049          |
| <b>Androscoggin, Franklin &amp; Oxford Counties</b>   | <b>Somerset, Kennebec Counties</b>  | <b>Cumberland &amp; York Counties</b>   |
| Karen Bate-Pelletier<br>Common Ties<br>140 Canal Street<br>PO Box 1319<br>Lewiston, ME 04240<br>207-795-6710 ext 101      | Barbara Worthley<br>Kennebec Behavioral Health<br>67 Eustis Parkway<br>Waterville, Maine 04901<br>207-873-2136 ext 1256 | Leanna Bruce<br>Shalom House, Inc.,<br>106 Gilman Street<br>Portland, Maine 04102<br>207-874-1080 |
|   | <b>Central Administering Agent</b>  |   |
|   | Virginia Dill<br>Shalom House<br>106 Gilman Street<br>Portland, Maine 04102<br>207-874-1080                             |   |
|   |   |   |
|   |   | <i><u>Updated 09/01/2010</u></i>  |

## **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
  - D. Note: Providing the three eligibility criteria above have been met, any previous Shelter Plus Care recipient may re-apply for subsidy, as long as he or she is in good standing with any housing subsidy program administered by DHHS (Bridging Rental Assistance Program &/or Shelter Plus Care). Former participants who are applying to re-enter a DHHS Subsidy Program must either:
    - Repay 100% of any debt owed before a voucher is awarded OR;
    - In lieu of 100% payment of debt, a tenant may establish themselves with a legally assigned Representative Payee and complete a documented payment plan not to exceed 12 months OR;
    - Charges may be adjudicated through the DHHS Appeals Procedure 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 or family 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;
- ❑ living in transitional/supportive housing but having come from streets or emergency shelters;
- ❑ spending a short time (90 consecutive days or less) in a hospital, jail, or other institution, and who entered the institution from one of the above (a place not meant for human habitation; an emergency shelter; or Transitional Housing where the person originally came from the streets or emergency shelter) qualifies as homeless;
  - Note: Individuals being discharged from the Riverview Psychiatric Center (formerly Augusta Mental Health Institute) or Dorthea Dix Psychiatric Center (formerly Bangor Mental Health Institute) are not considered homeless. 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. Definition of Chronic Homelessness

Unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more OR.

An unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years:

More specifically, the term homeless in the above statements means he or she is:

- ❑ sleeping in an emergency shelter; OR
- ❑ sleeping in places not meant for human habitation, such as cars, parks, sidewalks, or abandoned or condemned buildings

*Revised 11/04/2010*

## II. Verification of Homelessness for Shelter Plus Care

| Homeless Situation:   | Then you need to:  | Documentation Required:  |
|---|--|--|
| On the streets or places not meant for human habitation   | Documentation of the living situation  | <ol style="list-style-type: none"> <li>1. Certification from an outreach worker or organization on respective agency letterhead</li> <li>2. <b><u>If unable to verify in this manner</u></b>, 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</li> </ol>   |
| Emergency Shelter   | Verify with the emergency shelter staff that the person has been residing at the emergency shelter   | <ol style="list-style-type: none"> <li>1. Written, signed, and dated verification from the shelter on their letterhead, stating the individual has been a resident</li> </ol>  |
| Transitional Housing where the person previously lived on the streets or in an emergency shelter  | Verify with the transitional housing staff that the participant has been residing at the transitional housing and that they previously living on the streets or in the shelter   | <ol style="list-style-type: none"> <li>1. Written, signed, and dated verification from the transitional program on their letterhead, stating the individual is a resident; <b><u>and</u></b></li> <li>2. Homeless verification which meets the standards listed above for shelter or street living situations stating the individual's homeless status when he/she entered the program</li> </ol>                                    |
| Short-term stay (less than 30 consecutive days) in an institution where the person previously lived on the streets, in an emergency shelter, or in transitional housing where the person previously lived on the streets or in an emergency shelter.<br><br>(Not Riverview or Dorthea Dix Health Institute) | Verify with the institution staff that the participant has been residing at the institution and was either on the streets, in a shelter or in transitional housing program where the person previously lived on the streets or in an emergency shelter before entering the institution | <ol style="list-style-type: none"> <li>1. Written verification, on letterhead, from institution's staff that the individual has been residing in the institution for less than 30 days; <b><u>and</u></b></li> <li>2. Homeless verification which meets the standards listed above for shelter, streets, or transitional housing situations stating the individual's homeless status when he/she entered the institution.</li> </ol> |
| Condemned Building  | Documentation of the living situation  | <ol style="list-style-type: none"> <li>1. Letter from local code enforcement</li> </ol>  |

(continued next page)

### Verification of Homelessness for Shelter Plus Care (cont)

| Homeless Situation:  | Then you need to:   | Documentation Required:  |
|--|---|--|
| Temporarily staying at a hotel or motel, <u>in lieu of</u> a shelter bed, due to unavailability of a shelter bed                         | <p>Verify with shelter staff the unavailability of a shelter bed</p> <p>Document why the current living situation can not continue</p>  | <ol style="list-style-type: none"> <li>1. Written statement, signed and dated on shelter letterhead, stating that a shelter bed is unavailable; <b>and</b></li> <li>2. Written document stating why the individual cannot remain in temporary living situation (i.e. hotel, motel) <b>and</b></li> <li>3. Written documentation that the hotel/motel is being paid for with emergency funds (i.e. GA, wrap-around)</li> </ol>                                |
| Temporarily staying at a hotel or motel , <u>in lieu of</u> a shelter bed, due to the individual being prohibited entry into the shelter | <p>Verify with shelter staff that the individual is not allowed to stay at the shelter</p> <p>Document why the current living situation can not continue</p>  | <ol style="list-style-type: none"> <li>1. Written statement, signed and dated on shelter letterhead, stating that the individual is prohibited from the shelter; <b>and</b></li> <li>2. Written document stating why the individual cannot remain in temporary living situation (i.e. hotel, motel) <b>and</b></li> <li>3. Written documentation that the hotel/motel is being paid for with emergency funds (i.e. GA, wrap-around)</li> </ol>               |
| Temporarily staying at a hotel or motel , <u>in lieu of</u> a shelter bed, due to the individual's clinical condition                    | <p>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.</p> <p>Document why the current living situation can not continue</p> | <ol style="list-style-type: none"> <li>1. Written statement, signed and dated on licensed clinician's letterhead, stating that the individual cannot stay at the shelter; <b>and</b></li> <li>2. Written documentation stating why the individual cannot remain in temporary living situation (i.e. hotel, motel) <b>and</b></li> <li>3. Written documentation that the hotel/motel is being paid for with emergency funds (i.e. GA, wrap-around)</li> </ol> |

11/21/2003, revised 5/1/2005, 3/1/2008, 11/1/2009

## 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**

Verified through signed Verification of Disability Form (see [Section 4](#))

*Revised 3/1/2008, 11/1/2009*

## 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](#)

<http://www.huduser.org/datasets/il.html>

### 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. 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 service partnerships. 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. assisting recipients in locating, securing, and establishing themselves in safe and decent housing;
- e. assisting in the arrangement and the provision of community support services;
- f. establishing and maintaining relations with local landlords, public housing authorities, and property managers;
- g. providing other services aimed at maintaining adults with serious mental illness in mainstream housing in the community;
- h. 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 30 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 three 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 and FMR standards with landlord and/or property manager, if applicable. (See [Section 9](#) Rent Reasonableness)
- 5) LAA conducts initial certification with recipient. (See [Appendix 5](#))
  - (a) Move-in form(s) and; ([Section 6](#), Household Definition)
  - (b) Rental Calculation Form completed (See [Section 12](#), Rental Calculations) and;
  - (c) Income Verification form(s) and;
  - (d) Housing Quality Standard form completed and signed (See [Section 10](#), Housing Quality Standards and;
  - (e) Release of Information Form(s) signed. Use agency release form. If your agency does not have a standard HIPAA compliant release please use the sample release. (See Sample Release, [Appendix 6](#)) and;
  - (f) Tenant Responsibility Form signed and attachments distributed (See [Section 13](#), "Tenant Responsibility Agreement")
- 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) This form is sent electronically and it must be password protected—see [Appendix 7](#). Note, LAA must submit to the CAA copies of the following documents before the CAA will release any Housing Assistance Payments:
  - a) Rent calculation form and backup documentation
  - b) Verification of eligibility requirements via 3<sup>rd</sup> party
  - c) Completed and Passed HQS inspection form
  - d) And other documents as may be required by the CAA and DHHS.
- 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) Income Verification form(s)
  - (c) Housing Quality Standard form completed and signed; and
  - (d) 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;
  - (e) Tenant Responsibility Form signed (See [Section 13](#), "Tenant Responsibility Agreement") and;
  - (f) Support Services Survey and;

- 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 and letters, 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) Each Local Administrative Agent and/or Sponsor shall have on staff a person who holds a certificate as a Housing Quality Standards Inspector. In addition, each Local Administrative Agent and/or Sponsor shall have on staff a person who holds a certificate from a nationally recognized training organization in one or more of the following: Asset Management, Assisted Housing Real Estate Management, Property Management, HUD Property/Asset Management, ,or other approved relevant, certified trainings.
- 18) LAA establishes and maintains relations with local landlords, property managers, shelters, General Assistance Offices, Social Service Providers, and Public Housing Authorities.
- 19) LAA provides a written response and provide a written copy of the DHHS Housing Appeals Procedure to any past, present, or pending applicant or tenant for any service requested in writing, that it may turn down, reject, refuse, or deny in the administration of Shelter Plus Care.
- 20) 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.

Revised 08/2004, 12/2004, 3/2008, 11/01/2009, 05/01/2010, 10/01/2011

## 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. Report and reconcile each LAA's activity to DHHS on a monthly basis on all activity.
6. Receive and consolidate information from each of the regional LAA's on a monthly basis.
7. Report and reconcile to the DHHS monthly on activities for each LAA and on a consolidated basis.
8. Maintain files of activities related to S+C.
9. Comply with additional priorities and requests from the DHHS.
10. Disburse approved Housing Assistance Payments to LAA's on a monthly basis, provided that funding has been disbursed or authorized by the Department and that the LAA's have provided appropriate and timely documentation. Specifically, prior to release of Housing Assistance Payment funds to LAA's, the LAA must have on file with the CAA the following documents: rent calculation form and backup documentation; Verification of eligibility requirements via 3<sup>rd</sup> party; passed HQS inspection form; as described in the Paperwork Compliance Policy; and other requirements contained within the SPC Manual.
11. Track and reconcile monthly: all move-ins, move-outs, unit transfers, annual certifications, interim certifications and other activities that the Department may specify, and report that information on a consolidated basis to each LAA and to the Department by the twentieth (20<sup>th</sup>) day of the following month.
12. Conduct Periodic on-site program and tenant file review and monitoring of LAA compliance with Program Manuals in conjunction with DHHS staff. Within 30 days CAA will generate a formal report to include any findings, concerns, or corrections to the LAA with a copy to the Department. Frequency of such review and monitoring visits may increase or decrease at the discretion of the CAA and the Department.

Revised 3/2004, 03/2011

## **Paperwork & Billing Compliance Policy**

Compliance is one of the duties of the Central Administrative Agency. Local Administrative Agencies will submit paperwork to be corrected and approved for completeness and accuracy. This will be done on a monthly basis to assure the LAA office maintains the standards of Shelter Plus Care and Bridging Rental Assistance Program. Compliance will be sent in by the following agencies.

- Aroostook Mental Health Center (AMHC)
- Common Ties
- Community Health and Counseling Services (CHCS)
- Kennebec Behavioral Health (KBH)
- Sweetser
- York County Shelters
- Shalom House Inc.

### **Subsidy paperwork and billing is received by the CAA office on or before the 8<sup>th</sup> of each month.**

The bills are must submitted electronically by the 8<sup>th</sup> of each month. Paperwork compliance packets supporting these Brap and Shelter Plus Care bills must be postmarked on or before the 8<sup>th</sup>. Mailing the compliance paperwork after the 8<sup>th</sup> causes delays in processing.

Compliance Paperwork consists of the following

- Move In Paperwork
- Annual Paperwork
- Interim Paperwork
- Unit Transfer Paperwork
- Gross Rent Change Paperwork
- Adding Household members
- Household Member Move Outs
- Terminations
- Any missing, needed, or corrected paperwork from previous months.

The compliance cycle runs from the 26<sup>th</sup> of the month to the 15<sup>th</sup> of the following month. *Ie: June 26<sup>th</sup> - July 15<sup>th</sup>* CAA staff will process and review all LAA paperwork by the 25<sup>th</sup> of each month.

- Compliance paperwork will be sent via mail or fax during this time.
- Any paperwork sent between the 15<sup>th</sup> and 25<sup>th</sup> will not be processed until the following cycle.
- CAA will submit any paperwork requests or discrepancies by the 25<sup>th</sup> of the month.

CAA staff will alert each LAA by the 25<sup>th</sup> of each month of any missing or incorrect documents.

The following missing or incorrect documents will trigger a billing review:

- ◆ Applications where homeless documentation does not meet HUD standard
- ◆ Applications where priority verification is does not meet standards
- ◆ Initial HQS forms missing or unacceptable

- ◆ HQS re-inspection forms not submitted with one year of the previous inspection or failed for more than 30 days
- ◆ Initial rental calculation forms with missing income documents or incorrect calculations
- ◆ Annual rental calculation forms not submitted by the annual date
- ◆ Annual or interim rental calculation forms with missing income documents or incorrect calculations

LAA must submit any of the above noted documents to the CAA by the end of the current month.

If the billing issue(s) are not resolved on or before the 8<sup>th</sup> of the following month the LAA will not be allowed to bill for the tenant in question. The tenant name will remain on the bill and the HAP amount would be entered as zero for the month in question. This will decrease the overall compensation for the LAA.

Due to our prospective billing system this procedure allows time for the LAA's to complete tasks scheduled for after the billing submission.

This process also allows a thirty to sixty day grace period for paperwork to be submitted before there is a negative impact on the agency billing reimbursement.

Once the necessary documents are received the LAA bill should reflect the allowable charges supported by the documentation.

Example:

Jon Quinn's HQS is due December 15<sup>th</sup>.

January 12<sup>th</sup> paperwork packet, submitted to support the February Bill, does not have this inspection included.

LAA will receive compliance sheet by January 25<sup>th</sup> letting them know about the omission.

CAA does not receive the HQS form by February 8<sup>th</sup>.

March Bill for this LAA for this tenant will be change to reflect a \$0 HAP amount and the LAA will not be reimbursed for the rent until paperwork is received and deemed complete.

Timeline: Dec 15<sup>th</sup> – Jan 8<sup>th</sup> – Jan 25<sup>th</sup> - Feb 8<sup>th</sup> – Feb 10<sup>th</sup> bill changed if paperwork is not received.

Effective 7/1/2012

# **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 with the following verifications:

- Income verifications that are no older than 120 days;
- Homeless verification papers must document the living situation within 14 days of application submission;
- Disability verification must be no older than within 90 days of application submission.

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 – 4:** Demographic information

**ITEM 5 – 6:** Contact Information

**ITEM 7:** 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 8:** Current Housing Indicate the applicant's current housing situation. Provide back-up documentation to verify any information noted on the application.

**ITEM 9:** Chronic Homelessness Please note number of episodes of living on the street and/or shelter in the past 3years. **ATTACH SUPPORTING DOCUMENTATION IF YOU WANT TO BE CONSIDERED FOR A CHRONIC HOMELESS HOUSING SUBSIDY.**

**ITEM 10:** Correspondence:

Referral Service Provider Indicate if you want correspondence shared with referral agency.

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

**ITEM 11:** 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 12:** Family Composition List everyone that will **occupy the unit**, and include relationship to Applicant and Date of Birth.

**ITEM 13:** Financial Information List all income sources and amounts received per month, as defined in the income section. **ATTACH VERIFICATION FOR ALL INCOME AMOUNTS.**

**ITEM 14:** Supportive Services Indicate if the applicant is currently receiving support services. List all providers Agency, Name and phone number.

Disability Verification Form: 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.**

*Revised 12/1/04, 03/01/08, 11/1/2009*



SPC Application

# **Section 5 Extensions**

## **EXTENSIONS**

The applicant has 30 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 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.

If a current tenant requests a slot upgrade and has been offered the desired unit slot failure to utilize the new unit slot will not result in termination from the program. Tenants may keep their current slot after the time to find an apartment has expired and the larger 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.

*Revised 11/01/2009*

**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

S+C applicants must identify on their initial program application all persons expected to reside in the household.

Upon entry into the S+C program, all persons expected to reside in the household will be confirmed by the LAA and their information will be documented through the completion of program Move-In forms..

Any changes in household composition must be reported by the tenant to the LAA within 10 days of such change. The additions or subtraction of household members may affect the unit income level and eligible unit size, therefore a new rental calculation form must be completed (See [Section 12](#), Rental Calculations).

In addition, a Move-In form or Move-Out form must be completed for each new or exiting person regardless of their age.



Move-In Adult 18+



Move-In Child 0-17



Move Out Household  
Member

## General Information on Completing the Move-In forms

### 9. Ethnicity Question – Are you Hispanic or Latino Check Yes or No

Definition of Hispanic is a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture of origin, regardless of race.

### 10. 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

11. Income- Please do not list all household income on one form. List each person's income separately on their particular form. Do not duplicate income. List each amount **once**. Check all assistance sources which apply.

12. Employment- If employed please specify how many hours worked per week.

ATTACH SUPPORTING DOCUMENTATION.

### 13. Former Housing Prior to Move In-

CHOOSE ONLY ONE option as to where the application was living directly before being housed with this subsidy. List the number of days they stayed in said location. ATTACH SUPPORTING DOCUMENTATION

14. Housing Status- CHOOSE ONLY ONE of four options, Literally Homeless, Imminently losing housing, Unstably housed and at-risk of losing housing, or stably housed.

ATTACH SUPPORTING DOCUMENTATION

Definitions:

- Literally Homeless- A person who is literally homeless is living in a place not meant for habitation, living in an emergency shelter, including a hotel or motel paid with an emergency shelter voucher. A person living in a hospital or institution and immediately prior to entry to hospital or institution was sleeping in an emergency shelter or other place not meant for human habitation. Or, a person fleeing from domestic violence.
- Imminently Losing Housing- Are currently housed and not literally homeless, per above definition; Are imminently losing their housing, whether permanent or temporary; Have no subsequent housing options identified; and Lack the resources or support networks needed to retain current housing or obtain temporary or permanent housing.
  - Examples: Being evicted, being discharged from hospital or other institution, living in housing that has been condemned and is no longer considered meant for human habitation.
- Unstably Housed and At-Risk of Losing Housing- Are currently housed and not literally homeless or imminently losing their housing, per above definitions; Are experiencing housing instability, but may have one or more other temporary housing options; and Lack the resources or support networks to retain or obtain permanent housing.
  - Examples:
    - Frequent moves because of economic reasons;
    - Living in the home of another because of economic hardship;

- Being evicted from a private dwelling unit (including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations);
  - Living in a hotel or motel not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations;
  - Living in severely overcrowded housing;
  - Being discharged from a hospital or other institution; or
  - Otherwise living in housing that has characteristics associated with instability and an increased risk of homelessness.
- Stably Housed- In a stable housing situation and not at risk of losing this housing.

15. Former Housing Over 90 days- Indicate the last city, state and zip code of the applicants last permanent address for a duration of 90 days or more. This would be their last apartment or home where they lived. This zip code should not be generated based on the where the person was experiencing homelessness. (i.e. the shelter bed occupied is not the zip code this question is seeking).

16&16a. Domestic violence- Please indicated with a YES or NO if applicant has experience domestic or intimate partner violence. If yes, indicate, by checking one box, when violence last took place.

*Revised 11/1/2009, 09/01/2010, 03/2011*

### **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.

*Updated 03/01/08*

## **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 is:

- 1BR for head of family/spouse/partner
- 1BR for every two children of the same gender (not 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.

*Revised 01/01/07, 03/01/08*

**Section 7**  
**Income and Asset Information**

## VERIFICATION OF TENANT INCOME

As stated in the program eligibility section: The household's annual entry income may not exceed the very low income limit, as established by the U.S. Department of Housing and Urban Development, and the household must need the subsidy in order to qualify for initial Shelter Plus Care acceptance. Once accepted to the program under the very low income limits a household may not be terminated for income level amounts until their adjusted rent amount covers the cost of the apartment rent and utilities.

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

*Example: State Supplemental payments may be routinely self-certified*

Verifications are valid for 120 days from the date of the verification. Verification document effective date must be within 120 days of the recertification effective date. For interim re-certifications, only those factors that have changed must be re-verified.

*Exception: Annual Social Security award letter for benefits that do not change throughout the year may be utilized in lieu of securing new documentation.*

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

A Sample Release form for Verification of Income is below.



DHS Release

*Revised 11/1/2009, 09/01/2010*

## 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.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An Allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
3. Interest, dividends and other net income of any kind from real or personal property. Where a family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Periodic amounts Social Security, annuities, insurance policies, etc:
  - a. 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.
  - b. The full amount of periodic amounts received from annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts fore the delayed start of a periodic amount.
  - c. Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets – not in Annual Income).
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. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
7. Periodic and determinable allowances for child support, alimony, gifts, etc:
  - a. Alimony and child support, as awarded as part of a divorce or separation agreement. Income does not have to be counted if a tenant certifies the income is not being provided and the tenant takes all reasonable legal actions to collect amounts due, including filing with appropriate courts or agency responsible for enforcing payment.
  - b. Regular contributions or gifts received from organizations or from persons not residing in the unit. (Includes rent or utility payments regularly paid on behalf of the tenant).
8. Armed Forces Income – All regular pay, special pay and allowances of a member of the Armed Forces. (Except the Armed Forces Hostile Fire Pay paid to a family member who is exposed to hostile fire.)

**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. Amounts received that are specifically for or in the reimbursement of, the cost of medical expenses for any family member.
5. Adoption assistance payments in excess of \$480 per adopted child.
6. Deferred periodic payments of SSI or Social Security benefits that are receive in a lump sum amount or in prospective monthly amounts.
7. The full amounts of educational scholarships or financial assistance paid directly to the student or to an educational institution.
8. The full amount of educational scholarships paid by the government to a veteran.
9. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
10. 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.
11. Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments.
12. Hazardous duty pay to a family member serving in the Armed Forces who are exposed to hostile fire.
13. Payments received under training programs funded by HUD.
14. 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.
15. Temporary, non-recurring or sporadic income (including gifts).
16. 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.

17. Income of a live-in aide.
18. Compensation from State and Local employment training programs and training of a family member as resident management staff.
19. Reimbursement of child care to the family by persons not living in the household.
20. 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.
21. 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).
22. 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.)
23. Loans
24. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
25. 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.
26. Reparation payments from foreign governments in connection with the Holocaust.
27. 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.

28. 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.
29. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care under the Child Care and development Block Grant Act of 1990).
30. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
31. The first \$2,000 for per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interest of individual Indians in the trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands.

*Revised 11/1/09, 03/2011*  
*Source 24 CFR 5.609 paragraph (b) (April 2004)*

## 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. 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.

## **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.
6. Interest in Indian trust lands.
7. Equity in cooperatives in which the family lives.

Revised 3/2/04, 11/1/09  
Source Quadell Occupancy Sept 2001  
HUD, Part 5 Assets published at 24 CFR Part 5 on April 1, 1998

## **INCOME CALCULATIONS (NEW SECTION)**

### **CHILD SUPPORT**

Annual child support income will be determined by annualizing the amount awarded as part of a divorce or separation agreement. The documentation for this income may be either divorce or separation document or court document ordering a specific garnishment of the non-custodial parent's income. In the case of informal separations a self-affidavit document signed by both parties will be considered.

Example: Court documents show \$100 will be paid weekly to custodial parent.  
Calculation:  $\$100 \times 52 = \$5,200$   $\$5,200/12 = \$433$  monthly child support income

Child support income does not have to be counted if a tenant certifies that no child support income is received anytime throughout the recertification year. In order to invoke the exclusion of child support income the tenant must take all reasonable legal actions to collect amounts due, including filing with appropriate courts or agency responsible for enforcing payment.

If a tenant begins receiving child support payments after an income certification they must report this income to the LAA within 10 working days.

**EMPLOYMENT & ASSETS & OTHER INCOME: SEE RENTAL CALCULATION SECTION 12**

## EXPENSES ALLOWANCES AND CALCULATIONS

### 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, 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 & SUPPORT 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 allowances 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 or 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 or 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 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. enables 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. does 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

**Section 8**  
**Rent Amount/Utility Allowance/Security Deposit**

**SHELTER PLUS CARE  
RENT AMOUNT**

S+C will allow rents (including utilities) of the **lesser amount** of either up to 100% 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)

Shelter Plus Care 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 11/1/2006  
Revised 11/1/2009*

## 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.

### Example of How to Calculate and Charge Utility Allowances:

- 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/DEBT/DAMAGES PROTOCOL

### Security Deposit

Shelter Plus Care or BRAP may pay the full security deposit on a unit in the amount equal or up to one month's unit contract rent. A security deposit will be issued on behalf of eligible participants who do not owe previous debt to any DHHS administered housing subsidy program. (See below for definition of debt)

No more than one security deposit may be granted for any participant at a given point in time. A new security deposit cannot be paid for at a new unit until the LAA has received 100% payment for the previous security deposit from either the Landlord or Tenant. A Tenant may move into a new unit before the security deposit is returned to LAA by Landlord, but the LAA is not responsible for a security deposit in the new unit.

Tenant acknowledgement of security deposit payment by the LAA should be documented on the Security Deposit Acknowledgement Form.

A security deposit paid by LAA should not be considered debt until LAA has approved a landlord submitted damage claim. Payments by tenants for security deposits paid by LAA are not required during the tenant's tenancy.

Under extenuating circumstances, a second security deposit may be required to maintain housing stability prior to receiving the original security deposit back from the previous Landlord. If all other options have been exhausted, a second security deposit may be issued in a new unit under these circumstances:

- Lead paint issues with children under the age of 6
- HQS failure after 30 days of original inspection due to landlord inaction (*This does not apply to deficiencies resulting from the action of the tenant*)
- Household composition changes due to minor children leaving/joining that requires a unit size change
- Condemned building as documented by a Code Enforcement Officer or Town Official
- Landlord foreclosure without identification of a successive owner
- Unlawful retention of security deposit including but not limited to landlord not submitting itemized list or charging for unwarranted damages

## **Damage Claims**

When a participant vacates a unit, the Landlord must request a move out inspection prior to repairs being made to the unit. At the move out inspection, the LAA will review the Damage Claim Protocol with Landlord.

If the security deposit is not sufficient to cover amounts the tenant owes, the owner may collect the balance from the tenant. Upon receipt of written documentation of such claims and demonstration of proof of attempts to collect such debt from tenant, the owner may request reimbursement from the LAA.

The Landlord may claim reimbursement from the DHHS Subsidy Program by completing a written itemized damage claim request and submitting it to the LAA. The landlord may request unpaid rent payable by the tenant, any damages to the unit beyond normal wear and tear or any other amounts that the tenant owes under the lease. The claim must include documentation and the amount of each item and must be submitted in the timeframe as established by State of Maine law.

The LAA shall review the request and make a determination as to whether the damages meet the criteria established above. If the LAA determines that damage is incurred, the landlord will receive compensation from the program.

Damages requested may not exceed two-month's contract rent minus any security deposit paid for the unit by any party. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the party who paid the security deposit.

LAA will notify the tenant in writing to their last known mailing address regarding such damages, retention of security deposit, documentation of tenant rent owed, or any other lease violation(s) resulting in debt owed by the tenant. The tenant letter will include an attachment of the DHHS Subsidy Appeals Procedure.

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 a good faith attempt to recover the security deposit from the landlord.

## Debt

Program debt is defined as:

- Damage Payment(s)
- Tenant HAP owed to program for income not reported

LAA staff will complete a Payment Contract Form with tenant for any money owed to the DHHS Subsidy Programs.

Current program tenants must pay 100% of all debt prior to moving into a new unit.

Former participants who are applying to re-enter a DHHS Subsidy Program must either:

- Repay 100% of any debt owed before a voucher is awarded OR;
- In lieu of 100% payment of debt, a tenant may establish themselves with a legally assigned Representative Payee and complete a documented payment plan not to exceed 12 months OR;
- Charges may be adjudicated through the DHHS Appeals Procedure or DHHS Grievance Process.

Under extenuating circumstances, a tenant with debt will be required to move. A tenant is allowed to move to a new unit under these circumstances:

- Lead paint issues with children under the age of 6
- HQS failure after 30 days of original inspection due to landlord inaction (*This does not apply to deficiencies resulting from the action of the tenant*)
- Household composition changes due to minor children leaving/joining that requires a unit size change
- Condemned building as documented by a Code Enforcement Officer or Town Official
- Landlord foreclosure without identification of a successive owner
- Unlawful retention of security deposit including but not limited to landlord not submitting itemized list or charging for unwarranted damages

A security deposit paid by LAA should not be considered debt until LAA has approved a landlord submitted damage claim. Payments by tenants for security deposits paid by LAA are not required during the tenant's tenancy.

Debt to the BRAP or Shelter Plus Care (SPC) program for any tenant who terminated 7 or more years from the date of termination is to be forgiven and should be noted as uncollectable.

*Revise 11/01/2009, 05/01/2010*

# **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 100% 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 utilizes **socialserve.com** Rent Comp to determine and survey what rents are considered 'reasonable' for the different regions of the state. Socialserve.com is an on-line tool containing the most recent inventory and pricing for apartments throughout Maine. Each Local Administrative Agency must utilize to this tool, through password protected access. Additional passwords can be obtained from socialserve.com as necessary.

The Rent Comparability Worksheet must be completed and printed from Socialserve.com for each unit at time of rent-up and whenever the rent changes. 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 an S+C assisted unit may not exceed the reasonable rent for that area.

*Revised 8/2004, 11/1/2009, 01/01/2011*

**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.

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

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. Assistance will not be provided for units that fail to meet the HQS standards unless the owner corrects any deficiencies within 30 days from the date of the inspection and the Local Administrative Agent verifies that all deficiencies have been corrected.

If the unit fails the annual inspection landlord or tenant will be given 30 days to correct the deficiencies. Landlord, tenant and service providers will be given written notification of deficiencies and a re-inspection must be scheduled prior to the 30<sup>th</sup> day to check for compliance. If repairs have not been made HAP must be withheld from the landlord. If repairs have not been made by the 60<sup>th</sup> day following the inspection then the tenant must find another unit which meets HQS standards to continue on the program. See Section 6 for policy on extensions.

If there is an immediate health and safety violation the LAA may withhold rent prior to the 30 day deadline.

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.



HQS 52580 Short  
Form

### MOVE-OUT

An 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 above is expired, please check HUDCLIPS (<http://www.hud.gov/offices/adm/hudclips/forms/index.cfm>) 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 DHHS Housing Office 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](http://www.hud.gov/offices/lead/)  
<http://www.hud.gov/offices/lead/>

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 gross 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 contract rent for the apartment changes. The Rent Calculation form must be reviewed and updated at least annually.



S+C Rental Calc



Worksheet -  
Asset



Worksheet -  
Employment



Worksheet -  
Employment (Sam



Worksheet -  
Medical Expense



Worksheet -  
Asset.doc

## 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 \$500 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.
  - Gross Rent Change (GR) - The apartment rent paid to the landlord has changed
  - Unit Transfer (UT) - The household has transferred to a new unit within the same region and the rent has remained the same.
  - Interim (IR) – The household has a change in income since the last report.
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. Household Size: Please list the number of people living in the household.
12. Landlord: Enter the Name of the landlord and address.
13. Employment: Enter monthly amount of employment. Worksheet must be used to document calculations.

14. Assets: List applicable value of any assets the household has, i.e., Savings account, life insurance, etc. Asset worksheet must be used to document calculations.
15. Income: List all household monthly incomes in their categories, and total at the end of the row.
16. No item sixteen. This is left intentionally blank.
17. Total Annual Income: Multiply the total field of 15 by 12 (months) to obtain annual income and enter the total from the end of the annual income row.
18. 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.
19. 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)
20. 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.
21. Disability Allowance: Every Shelter+Care household receives one disability allowance of \$400.00 annually. (See [Section 7](#) Income/Asset and Expense Information)
22. 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)
23. Child Care Allowance: 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.(See [Section 7](#) Income/Asset and Expense Information)
24. Total allowances: Enter the total of lines 22, 23, 24, and 25 here. This will tell you the total allowances for this household.
25. Adjusted annual income: Subtract the total allowances (line 26) from the household's total annual income (line 19). Enter the total here.

26. Adjusted monthly income: Divide line 27 by 12 to receive the household's adjusted monthly income.
27. 30% of adjusted monthly income: Multiply household's adjusted monthly income (line 28) by 30%.
28. 10% of monthly income: Multiply the total household monthly income (line 17) by 10%.
29. 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.
30. Contract Rent: The total amount the Landlord receives for rent, according to the HAP agreement.
31. 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)
32. 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)
33. Tenant 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.
34. Payment to Utility Company: Enter the difference between Utility Allowance (line 31) and the Tenant Rent (line 33). In most cases this will be zero. DO NOT ENTER NEGATIVE NUMBERS.
35. 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.
36. 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.

Tenant Initials and Date: Tenant must initial and date the front page of the rental calculation form.

Rep Initials and Date: SPC staff must initial and date the front page of the rental calculation form.

37. Household Member Names: Enter household member name for each person residing in the unit.

Relationship to Application: Enter the relationship of each member to the applicant/subsidy holder.

Food Stamps: Check yes or no for each member of the household. Please only mark yes if the person is the direct recipient of the food stamp benefit. For example a child would be marked no, even though they are benefiting from the parents benefit.

Medicare: Check yes or no for each member of the household.

Mainecare: Check yes or no for each member of the household.

Other Assistance Sources: List any other non-cash assistance sources the person is receiving.

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.

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: 08/09/2004, 03/01/2008, 11/01/2009, 09/01/2010

## 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:<br><br><u>7</u>   | ACTION PROCESSED: <u>8</u><br>MOVE IN CERT _____ UNIT TRANSFER _____<br>ANNUAL RECERT _____ INTERIM RECERT _____<br>GROSS RENT CHANGE _____                             |
| <b>CHECK APPLICABLE GRANT <u>9</u></b><br>ME 1 _____ ME2-S _____ MEP _____ ME 12 _____ ME13 _____<br>ME 15 _____ ME 2-P _____ ME 16 _____ ME 17 _____ ME19 _____<br><br>SO ME ZONE 00 _____ OTHER _____ (LIST) | <b>CIRCLE UNIT SIZE (WRITE IN AS NEEDED) <u>10</u></b><br>SRO EFF 1BR 2BR 3BR 4BR _____<br>HOUSEHOLD SIZE : <u>11</u><br><br><b>LANDLORD NAME/ADDRESS:</b><br><u>12</u> |

| INCOME: | EMPLOYMENT<br>(USE WORKSHEET) | SSI/SSDI | TANF | STATE<br>SUPP. | ASSETS<br>(USE WORKSHEET) | OTHER (LIST) | TOTALS    |
|---------|-------------------------------|----------|------|----------------|---------------------------|--------------|-----------|
| MONTHLY | <u>13</u>                     |          |      |                | <u>14</u>                 |              | <u>15</u> |

|   |           |
|---|-----------|
| TOTAL ANNUAL INCOME                         | <u>17</u> |
| 3% OF ANNUAL INCOME                         | <u>18</u> |
| ANNUAL MEDICAL EXPENSES                     | <u>19</u> |
| ALLOWANCE FOR MEDICAL EXPENSES              | <u>20</u> |
| DISABILITY ALLOWANCE                        | <u>21</u> |
| ALLOWANCE FOR DEPENDENTS (\$480./DEPENDENT) | <u>22</u> |
| CHILD CARE ALLOWANCE                        | <u>23</u> |
| TOTAL ALLOWANCES                            | <u>24</u> |
| ADJUSTED ANNUAL INCOME                      | <u>25</u> |
| ADJUSTED MONTHLY INCOME                     | <u>26</u> |
|   |           |
| 30% OF ADJUSTED MONTHLY INCOME              | <u>27</u> |
| 10% OF MONTHLY INCOME                       | <u>28</u> |
| TOTAL HOUSEHOLD PAYMENT                     | <u>29</u> |
|   |           |
| CONTRACT RENT                               | <u>30</u> |
| UTILITY ALLOWANCE (SEE ATTACHED SHEET)      | <u>31</u> |
| TOTAL RENT                                  | <u>32</u> |
| TENANT RENT TO LANDLORD                     | <u>33</u> |
| ASSISTANCE PAYMENT TO UTILITY COMPANY       | <u>34</u> |
| ASSISTANCE PAYMENT TO LANDLORD              | <u>35</u> |
| DATE NEXT ANNUAL RECERTIFICATION            | <u>36</u> |

Tenant Initials: \_\_\_\_\_ Date: \_\_\_\_\_ 37  
 Rep Initials: \_\_\_\_\_ Date: \_\_\_\_\_ 38

**HOUSEHOLD COMPOSITION:**

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| <b>HOUSEHOLD MEMBER NAME:</b>     | 1) <u>39</u>   | 2)   | 3)   |
| <b>Relationship to applicant:</b> | <b>SELF</b> <u>40</u>                                    |  |  |
| Food Stamps <u>42</u>             | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Medicare <u>43</u>                | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| MaineCare <u>44</u>               | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SCHIP <u>45</u>                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other: <u>46</u>                  |  |  |  |

|                                   |  |  |  |
|-----------------------------------|--|--|--|
| <b>HOUSEHOLD MEMBER NAME:</b>     | 4)   | 5)   | 6)   |
| <b>Relationship to applicant:</b> |  |  |  |
| Food Stamps                       | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Medicare                          | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| MaineCare                         | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| SCHIP                             | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other:                            |  |  |  |

CERTIFICATION: I CERTIFY THAT THE INFORMATION CONTAINED IN THIS FORM IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT I MAY BE SUBJECT TO LEGAL ACTION, COLLECTION ACTIVITY, EVICTION AND/OR IMMEDIATE TERMINATION FROM THE SHELTER + CARE PROGRAM IF I FURNISH FALSE OR INCOMPLETE INFORMATION OR FAIL TO IMMEDIATELY NOTIFY THE HOUSING ADMINISTRATOR AT (LAA) \_\_\_\_\_ OF ANY CHANGES TO MY HOUSEHOLD COMPOSITION AND/OR INCOME. INTENTIONALLY SUBMITTING FALSE OR INCOMPLETE INFORMATION MAY BE PUNISHABLE BY UP TO 10 YEARS IMPRISONMENT.

TENANT/GUARDIAN SIGNATURE \_\_\_\_\_ 47

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

S+C REPRESENTATIVE \_\_\_\_\_ 48

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

UPDATED 10/01/04, 03/01/08

# **Section 13**

## **Tenant Responsibility**

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

This form includes reference to the following documents to be distributed to tenants by the LAA agents during initial and annual certification meetings.

- *Protect Your Family from Lead in Your Home Brochure* ([Appendix 4](#))
- *DHHS Housing Subsidy Appeals Procedure* ([Appendix 17](#))
- *DHHS Rights of Recipients of Mental Health Services Manual* (Distributed by hard copy to LAAs by the DHHS Housing Resource Director)



C:\Documents and Settings\Sheldon.Whr

**Section 14**  
**Housing Assistance Payments**

## HOUSING ASSISTANCE PAYMENT CONTRACTS

DHHS requires 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 HAP Contract is included in this Section.

Information needed to complete the HAP Contracts should be collected by the LAA by phone interview with landlord or at time of inspection. HAP Contracts should be completed with details verified by the LAA and sent to the landlord for signature.

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). (See [Section 15](#) for Occupancy Form)

HAP changes should be documented on the HAP Contract Amendment Form.



HAP Shelter Plus  
Care



HAP Contract  
Amendment

*Revised 05/01/2010, 09/01/2010*

**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, which is automatically renewable upon expiration, except with prior notice by either the tenant or the landlord.



Occupancy Agree

It is recommended but not required that all S+C recipients enter into a lease or Rental Agreement with their landlord.

## 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]

## **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 rev 11/1/09*

# **Section 16**

## **Subsidy Portability**

## S+C PORTABILITY

If an individual elects to move from their current town the LAA must ensure the desired location 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 10<sup>th</sup> 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 1<sup>st</sup> of the month for rent payments. For example, Shalom House, Inc. must receive the Rental subsidy Request Form by June 10<sup>th</sup> for July Rental Assistance. If the 10<sup>th</sup> falls on a weekend or holiday, then the request form should be received by the previous business day.

When submitting the Monthly Request to Shalom House, Inc. make sure to send with it the following documents for each tenant:

- Applications and verification documentation for New S+C Participants
- Move-in forms for New S+C Participants or household members
- Rental Calculation Forms for New S+C Participants and verification documentation (income documents, UA forms, etc)
- Rent Reasonable Forms relating to that Month
- Re-certification Rental Calculation Forms and verification documentation (income documents, UA forms, etc)
- Support Services Form (annually)
- HQS cover sheet and last page (Move-in and annually)
- HMIS release of information form (initial and annually)
- Household Move-Out forms (if applicable)
- Termination forms (if applicable)

Documents should be submitted bundled by the grant and in alphabetical order.



Sample S+C  
billing

*Revised 1/1/2010*

## 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 5th 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, and 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

The monthly request must be submitted electronically by e-mail.  
Please email to theynen@shalomhouseinc.org

*Revised: 3/1/08/11/1/09*

**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, 2007 then the re-certification effective date is October 1, 2008. When processing re-certifications, the LAA needs to complete re-certification in a timely and efficient manner. The steps are as follows:

- I. 1<sup>st</sup> Notice - send 90 days in advance of the re-certification anniversary date. The notice must state that the tenant has until the 10<sup>th</sup> of the month preceding the anniversary date to contact the office to begin re-certification. (See [Appendix 9](#), Sample Letter)
- II. 2<sup>nd</sup> Notice – send approximately 30 days after the previous notice to tenants who have not responded. Content is the same as the 1<sup>st</sup> notice in addition to stating that if the tenant does not respond by the 10<sup>th</sup> of the month preceding the anniversary date, the owner may suspend assistance payments on the re-certification date. (See [Appendix 10](#), Sample Letter )
- III. 3<sup>rd</sup> 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 ) Additionally the Landlord should also be sent a 30 notice to end the HAP agreement and stop the LAA payments.
- 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 [Section 14](#), 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 10<sup>th</sup> 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<br/>Are Both On Time</u> | <u>LAA and/or Third Party<br/>Are Late</u> | <u>Tenant Responds<br/>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 and provide verification of any income or household member changes within 10 business days from the date of such change. The LAA must process an interim adjustment when the income increase is \$500 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. If the tenant fails to report and provide verification of income decrease within 10 business days, then the interim change will be effective for the same month the tenant submitted the documentation to the LAA.

Periodic income (see Section 7) should be annualized at Annual Recertification. An interim recertification for periodic income can be processed only if periodic income decreases or increases for a period of 120 days and should be annualized from recertification date.

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 landlord, tenant and applicable service providers.
    - For rent increases:
      - first day of the month following required 45-day notice.
      - verify new rent falls with the Rent Reasonable Range ([Section 9](#))
    - For rent decreases: first day of the month following the date of the change.
- (See [Section 14](#), 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, or program rules. 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.

Additionally, a move-out form must be completed for each household member leaving the program. Ideally, this form is done within 30 days of the participant's exit. (See [Section 6](#) for form)



Termination Sheet

*Revised 11/1/09, 08/2010*

# **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 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 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 the tenant and each household at the annual certification meeting.

Based on the results of this survey LAA staff should offer referrals to appropriate financial and supportive services.



Support Service  
Form

Revised: 08/09/2004, 03/01/2008, 08/01/2010

# **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 30 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 APPEALS PROCEDURE

The Bridging Rental Assistance Program (BRAP) AND The Shelter Plus Care (SPC) Housing Programs are administered through Maine's Department of Health and Human Services—Office of Adult Mental Health Services. The programs are delivered through a network of eight Local Administrative Agents (LAA). The goal of the programs is to empower consumer *choice, independence, and control* by helping to provide safe and decent housing, a foundation of recovery and hope. The Housing Program recognizes that you may not agree with a BRAP or SPC 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 DHHS Housing appeal process:

1. The applicant or tenant makes a written request, called a Level I Appeal, to the designated BRAP 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 BRAP Representative and LAA Information:

---

2. Within ten (10) working days, the designated BRAP representative responds in writing to the Level I Appeal. The BRAP 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-Adult Mental Health Services Housing Resource Manager, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
4. The DHHS-Adult Mental Health Services 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-Adult Mental Health Services 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-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
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-Adult Mental Health Services.
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 *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

**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 SPC CERTIFICATION GUIDE

This checklist is available for use as a guide for Local Administrative Agencies to ensure verifications and necessary documents are included in the certifications.



LAA SPC Guide

*Revised 12/1/04, 03/01/08, 08/01/2010*

**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.

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**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.d



Password protecting  
an Word document.d

**APPENDIX 8**  
**SAMPLE TERMINATION LETTER**  
[LAA Letterhead]

[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, Behavioral & Developmental 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 APPEALS PROCEDURE

The Bridging Rental Assistance Program (BRAP) AND The Shelter Plus Care (SPC) Housing Programs are administered through Maine's Department of Health and Human Services—Office of Adult Mental Health Services. The programs are delivered through a network of eight Local Administrative Agents (LAA). The goal of the programs is to empower consumer *choice, independence, and control* by helping to provide safe and decent housing, a foundation of recovery and hope. The Housing Program recognizes that you may not agree with a BRAP or SPC 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 DHHS Housing appeal process:

9. The applicant or tenant makes a written request, called a Level I Appeal, to the designated BRAP 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 BRAP Representative and LAA Information:

10. Within ten (10) working days, the designated BRAP representative responds in writing to the Level I Appeal. The BRAP 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-Adult Mental Health Services Housing Resource Manager, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
12. The DHHS-Adult Mental Health Services 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-Adult Mental Health Services 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-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
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-Adult Mental Health Services.
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.

**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 *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

Revised 012006

**APPENDIX 9**  
**SAMPLE 1<sup>st</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 you 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 APPEALS PROCEDURE

The Bridging Rental Assistance Program (BRAP) AND The Shelter Plus Care (SPC) Housing Programs are administered through Maine's Department of Health and Human Services—Office of Adult Mental Health Services. The programs are delivered through a network of eight Local Administrative Agents (LAA). The goal of the programs is to empower consumer *choice, independence, and control* by helping to provide safe and decent housing, a foundation of recovery and hope. The Housing Program recognizes that you may not agree with a BRAP or SPC decision. In these cases, you have the right to appeal.

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Designated BRAP Representative and LAA Information:

18. Within ten (10) working days, the designated BRAP representative responds in writing to the Level I Appeal. The BRAP 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-Adult Mental Health Services Housing Resource Manager, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
20. The DHHS-Adult Mental Health Services 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-Adult Mental Health Services 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-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
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-Adult Mental Health Services.
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.

**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 *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

**APPENDIX 13**  
**DHHS Subsidy Appeals Procedure**



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