Department of Health and Human Services

Maine People Living Safe, Healthy and Productive Lives

Program Manual
For
BRIDGING RENTAL ASSISTANCE PROGRAM

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SECTION 1 - DEFINITIONS

504 ADA: Section 504 of the Americans with Disabilities Act enables individuals with disabilities to request a "reasonable accommodation" to modify program rules, polices, practices or services in order to participate fully in a program. Any such request must relate to the person's disability.

Administrative Plan: A plan in addition to the BRAP program manual with established local policies, standards, and procedures for the administration of the program as approved by the Department.

Annual Re-Certification: The BRAP program must reexamine the income and composition of BRAP households at least annually.

Augusta Mental Health Institute (AMHI) Consent Decree: is a legally binding agreement between the plaintiffs (specific residents of AMHI) and the defendants (at that time, the Commissioner of the Department of Mental Health, the Superintendent of AMHI, and the Commissioner of the Maine Department of Human Services). It requires the State to establish and maintain a comprehensive mental health system responsive to individual needs. All people who have been admitted to AMHI since January 1, 1988 are considered "class members" and entitled to the rights of the decree. People admitted to AMHI (now Riverview Psychiatric Recovery Center (RPRC)) while the Consent Decree is being implemented, become a "class member" when they are admitted.

Awarded applicant: a person who has applied for BRAP services and meets eligibility criteria and has been issued an award letter, but has not yet found a housing placement.

Behavioral Health Homes: A partnership between a licensed community mental health provider (the "Behavioral Health Home Organization") and one (1) or more “Health Home Practices” to manage the physical and behavioral health needs of eligible adults and children, pursuant to 10-144 C.M.R. Ch. 101 MaineCare Benefits Manual, Ch. II Section 92 (Behavioral Health Home Services).

Bridging Rental Assistance Program (BRAP) Applicant: An individual who has applied for BRAP services.

Bridging Rental Assistance Program (BRAP): is a program funded by the State of Maine, designed to provide rental subsidies for persons suffering from Serious Mental Illness (SMI) or SMI and a Co-occurring Substance Use Disorder.

Bridging Rental Assistance Program (BRAP) Participant: A participant enrolled in BRAP services.

Bridging Rental Assistance Program (BRAP) Participant File: A file maintained by the Provider that includes all BRAP-related activity pertaining to a BRAP Participant.

Census: Voucher activity recorded by the Provider, including: the number of administered, current housing status of Bridging Rental Assistance Program (BRAP) Participants, and the number of (BRAP) Recipients terminated from the program

Central Administrative Agent (CAA): The Provider under this Agreement, responsible for providing direction, guidance, interpretation, and training to each Local Administrative Agent (LAA) regarding the Bridging Rental Assistance Program (BRAP) throughout the State.

Compliance Cycle: the monthly period in which the LAA must submit paperwork to the CAA (as described in the Manual).

Community Residential Treatment Program: A house or other place that for consideration is maintained wholly or partly for the purpose of providing residents with assisted housing services

Co-Occurring Substance Use Disorders (SUD) or Dual Diagnosis: Are adults with Serious Mental Illness (SMI) and a Co-Occurring Substance Use Disorders (SUD) who meet Eligibility for Care Criteria for Community Support Services, as defined in the most recent version of Section 17 of the MaineCare Benefits Manual.

Correctional Facility: A jail, prison, or other place of incarceration by government officials.

Dorothea Dix Psychiatric Center (DDPC): DDPC is one (1) of two (2) state psychiatric hospitals under the Maine State Department of Health and Human Services. It is a fifty-one (51) bed hospital serving two-thirds (2/3) of the state's geographic area that provides services for people with Serious Mental Illness (SMI).

Fair Market Rent (FMR): is the rental amount as established by the U.S. Department of Housing and Urban Development (HUD) on an annual basis, by geographic location.

Federal Section 8 Rental Assistance: authorizes the payment of rental housing assistance to private landlords on behalf of low-income households. The U.S. Department of Housing and Urban Development (HUD) manages the Section 8 programs.

Gross Rent Change: The contract rent paid to the landlord is being changed, and or utility allowance is being changed leading to a update in the HAP paid to the landlord.

Homeless: A person is considered homeless if he/she is characterized by one of the following:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements; or (iii) is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- graduating from transitional housing specifically for homeless persons

Household: A household comprises all persons who occupy a housing unit. The occupants may be a single family, one (1) person living alone, two (2) or more individuals living together, or any other group of related or unrelated persons who share living arrangements.

Housing Assistance Payment (HAP): HAP is the rental assistance portion the LAA pays either the landlord and/or may include utility companies paid on behalf of the tenant per program rental calculation requirements.

Housing Quality Standards (HQS): HQS are basic standards which all units must meet before assistance can be paid on behalf of a family and are established minimum criteria necessary for the health and safety of program participants.

Housing Quality Standards Inspectors: An individual who has fulfilled the certification requirements of the HCV Housing Standards Examination through an approved authorized provider.

Intensive Case Manager (ICM): persons employed by the State of Maine who provide case management services for incarcerated individuals who are eligible for Section 17 Services according to MaineCare Benefit Manual.

Interim Re-Certification: The Tenant has a change in income since the last report or a Move-In /Move-Out of a household member.

Live-in aide: A person (relative or non-relative of the Bridging Rental Assistance Program (BRAP) Recipient) who resides with an elderly, handicapped, or disabled person who is determined essential to the care and well-being of the person, is not obligated for the financial support of the person, and would not be living in the Unit except to provide necessary Supportive Services.

Local Administrative Agent (LAA): An agency which administers the BRAP program in its designated area.

LOCUS Certified Assessor: An individual certified for LOCUS assessment by DHHS upon successful completion of prescribed LOCUS training.

Move-In Certification: The BRAP head of household has been awarded a voucher and is moving into an apartment and receiving BRAP Housing Assistance. If the program participant has had a voucher before and has since been terminated the Move-In Certification Effective Date is the start date of the most current voucher.

Maine General Assistance: A program administered through municipalities which purchases basic necessities for individuals who are without means to pay for such services.

Maine's Homeless Management Information System (HMIS): A Statewide information technology system developed by HUD used to collect demographic data for the provision of housing and services to homeless individuals and families and persons at risk of homelessness

Maine State Housing Authority/MaineHousing (MH): is an independent state agency that bridges public and private housing finance, combining them to benefit Maine's low and moderate-income people.

Maine Temporary Assistance for Needy Families (TANF): is financial assistance to keep children in their homes while the family is temporarily unable to support themselves. While receiving assistance, parents or caretaker relatives work on an employment plan to become self-supporting.

Name Change: A name change occurs when a household member has recently married, divorced, placed in victim protection, or has had other reason to legally change their name.

Originating LAA: the LAA in the region for which the tenant is transferring from.

Payment Standard: The payment standard is the maximum amount a PHA can pay on behalf of a family and a PHA establishes payment standards based on the HUD established Fair Market Rents for the area.

Public Housing Authority (PHA): an instrumentality of state, county, or local government recognized by the U.S. Department of Housing and Urban Development (HUD) with the authority to administer Housing Choice Vouchers, formerly known as Section 8.

Reasonable Accommodation: Section 504 of the Americans with Disabilities Act enables individuals with disabilities to request a "Reasonable Accommodation" to modify program rules, polices, practices or services in order to participate fully in a program. Any such request must relate to the person's disability.

Receiving LAA: the LAA in the region for which the tenant is moving to.

Representative Payee: A person or organization retained by an individual to pay their bills.

Riverview Psychiatric Recovery Center (RPRC): is a center for best practice, treatment, education and research, for individuals with serious mental illness, and co-occurring substance use disorders.

Service Provider: a person or organization licensed or otherwise qualified to provide supportive services, either for profit or not for profit.

Serious Mental Illness (SMI): Generally defined as a mental or behavioral disorder that results in serious functional impairment.

Supportive Housing Assistant Payment (SHAP): A onetime payment that is intended to be utilized to prevent Bridging Rental Assistance Program (BRAP) Recipients from losing housing. Central Administrative Agent (CAA) or Provider approval is necessary to make use of this by sub-contractors (Local Administrative Agent (LAA).

Social Security Disability Insurance (SSDI): pays benefits to "insured" individuals, meaning that they worked long enough and paid Social Security taxes.

Stewart B. McKinney Homeless Assistance Act: was enacted by Congress to establish distinct assistance programs for the growing numbers of homeless persons. Recognizing the variety of causes of homelessness, the original McKinney Act authorized twenty (20) programs offering a multitude of services, including emergency food and shelter, transitional and permanent housing, education, job training, mental health care, primary health care services, substance abuse treatment, and veterans' assistance services.

Substandard Housing: Housing that meeting one (1) of the following:

- Dilapidated;
- Does not have operable indoor plumbing;
- Should, but does not, have a usable flush toilet inside the unit for the exclusive use of the family;
- Should, but does not, have a usable bath, tub or shower inside the unit for the exclusive use of the family;
- Does not have electricity, or has inadequate or unsafe electrical service;
- Does not have a safe or adequate source of heat;
- Should but does not have a kitchen; and/or
- Has been declared unfit for habitation by an agency or unit of government

Supplemental Security Income (SSI): pays benefits based on financial need.

Tenant Certification: when a tenant certifies that the income information presented is true and complete; and signs forms to verify.

Total Tenant Payment: The minimum household contribution to the gross rent and is calculated as 40% of the household's total gross monthly income

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

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

Unit Transfer (UT): The household has moved from one apartment to another and is continuing with the BRAP program. A Unit Transfer may occur with the Initial LAA, or a BRAP Household may port their voucher to a locality covered by a differing Receiving LAA.

U.S. Department of Housing and Urban Development (HUD): a federal agency that administers programs which provide housing and community development assistance.

Utility Allowance: is a monthly allowance, as provided by the local public housing authority or as otherwise published by HUD rules, for utilities paid by or on behalf of the tenant.

Voucher: BRAP is a State rental assistance program that pays a portion of Tenant rent. Participants choose their own unit to use the Voucher and pay forty percent (40%) of the household's gross monthly income towards rent.

Voucher Census: Activity recorded by the Provider, including: the number of Vouchers administered, information about the persons they were administered to, and the number of Bridging Rental Assistance Program (BRAP) Recipients terminated from the program.

SECTION 2 – ELIGIBILITY

There are three (3) components to BRAP eligibility as detailed below; all of which the LAA shall ensure are met before an applicant shall be considered for BRAP assistance. All BRAP Participants must meet the following requirements:

I. The LAA shall ensure that all applicants are:

1. Are adults with Serious Mental Illness (SMI) or (SMI) and a Co-Occurring Substance Use Disorders (SUD) who meet Eligibility for Care Criteria for Community Support Services, as defined in the most recent version of Section 17 of the MaineCare Benefits Manual; and

2. Are adults who are receiving, actively appealing, or are in the process of applying for or being re-instated for Supplemental Security Income (SSI) and/or Social Security Disability Income (SSDI); and in cases where applicants have no current SSI/SSDI or other income source (TANF, Employment, etc.), documentation of General Assistance (GA) must be in place, and documentation of conditional approval must be present; and

3. Have completed and submitted a previous application for HUD Section 8 rental assistance through the local Public Housing Authority (PHA) or other local Section 8 administering agency. If the Applicant List for Section 8 is closed, the BRAP Applicant may be eligible for a waiver of this eligibility criterion provided that the BRAP Applicant agrees to and completes a Section 8 application at the time of the opening of the Applicant List for Section 8 housing through the Public Housing Authority (PHA). All BRAP Participants who are eligible for Section 8 must be maintained on a Section 8 Applicant List, to ensure the transition to permanent housing.

   Please note: eligibility requirement (3) above may be waived by the CAA if the BRAP Applicant is not eligible for Section 8 (e.g. if the BRAP Applicant has been evicted from federally funded housing in the last five years, has a criminal history, or is not eligible for assistance for other reasons.),however the BRAP Applicant must still meet requirement (1) and (2).

II. The LAA shall receive requested funds from the CAA, as available, on a priority basis as indicated below:

1. Eligible (as defined in paragraphs I. and II. of this section) adults who are being discharged from RPC or DDPC, private psychiatric hospitals, or who have been discharged in the past thirty (30) days and were admitted to a Psychiatric facility for a period greater than seventy-two (72) hours. Also, BRAP Participants who are moving from Community Residential Treatment Programs, 10-144 C.M.R. Ch. 101 MaineCare Benefits Manual, Ch. II Section 97, Appendix E, to less restrictive accommodations, to allow for appropriate discharges, as determined by the clinical team from the institutions mentioned above.

2. Eligible (as defined in paragraphs I. and II. of this section) within the next thirty (30) days from a Correctional Facility and meets Section 17 criteria; or Applicant has been released within the past thirty (30) days from a Correctional Facility and meets Section 17 criteria; or Applicant has been adjudicated

through a Mental Health treatment court and meets Section 17 criteria, who have no subsequent residences identified.

3. Eligible (as defined in paragraphs I. and II. of these section) adults who are Literally Homeless, as defined by HUD, on a ranked basis according to length of homelessness, with those being homeless the longest as the top priority.

SECTION 3 – KEY ACTIVITIES

The Central Administering Agency (CAA) shall:

Provide statewide program service delivery and technical assistance to LAAs on operation of BRAP program.

The Local Administrative Agency (LAA) shall:

1. Establish and maintain relations with local landlords, Public Housing Authorities (PHA), Service Providers, Behavioral Health Homes, and property managers, so that the LAA can:
    a. provide outreach to consumers to alert them to the availability of services;
    b. assess consumer needs at the local level;
    c. assist Participants in locating, securing, and establishing themselves in safe and decent housing;
    d. assist in the arrangement and the provision of mainstream services.

2. Accept all subsidy applications from applicants or their caseworkers, verify the applicant's income and eligibility, and approve or deny the application accordingly. In circumstances where an applicant has no income, General Assistance must be utilized until benefits from the Social Security Administration or other income is obtained, whichever comes sooner.
    a. If the application is approved, the LAA shall send a letter to the applicant, informing the applicant that he/she has thirty (30) days in which to contact the LAA to initiate acceptance of the subsidy.
    b. If the application is conditionally approved, the LAA shall send out a conditional award letter stating the conditions of the award.
    c. If an applicant does not meet eligibility or priority criteria, the LAA may under certain circumstances request a Waiver of eligibility or priority criteria.
    d. If the application is denied, the LAA shall send a letter to the applicant, stating the reason for the denial and informing the applicant of the Housing Subsidy Appeals Procedure.

3. Accept all written Extension requests from applicants or their caseworkers, and may grant up to three (3) thirty (30) day extensions.

    Please Note: The LAA shall not grant any applicant more than one hundred and twenty (120) days to secure suitable housing without a waiver. The LAA shall ensure that all applicants who have not initiated subsidy, within the prescribed one hundred and twenty (120) days of acceptance, shall be notified that they must reapply

4. Complete initial Housing Quality Standards (HQS) inspections on units located by Participants according to Housing Quality Standards, inform the landlord and/or property manager in writing of any deficiencies and/or needed repairs, and follow the established timeline for completion of the repairs and/or deficiencies. The LAA shall have at least one (1) HQS Certified Inspector on staff. The LAA shall also ensure that:
    a. All households receive the lead paint brochure, Protect Your Family from Lead in Your Home published jointly by the United States Environmental Protection Agency (EPA), Consumer Product Safety Commission, and HUD.
5. Negotiate rent with all Participants' landlords and/or property managers. BRAP-subsidized Units must meet size requirements and be set at the HUD FMR allowable rent or Payment Standards as determined by the

local Public Housing Authority . Conduct initial certifications with all which shall include the following:

a. Rental Calculation Form completed; and
b. Release of Information Additional Forms signed; and
c. Tenant Responsibility Agreement Form; and
d. Move-In Forms; and
e. Section 8 Applicant List verification; and
f. Housing Quality Standard Long Form completed and signed; and
g. Income Verification forms obtained

6. Execute a Housing Assistance Payment Contract with all Participants' landlords/property managers.

7. Prepare the Monthly Request Form to request funds from the Central Administering Agency (CAA).

8. Disburse monthly HAPs to landlords/property managers in accordance with HAP Contracts.

9. Complete interim certifications with Participants, as necessary.

10. Complete annual re-certifications, which include the following:
    a. Rental Calculation Form completed; and
    b. Release of Information/Additional Forms signed and Tenant Responsibility Form signed; and
    c. Section 8 Applicant List verification (according to Section 6, "Wait List and Census"); and
    d. Housing Quality Standard Short Form completed and signed; and
    e. Income Verification forms obtained

11. Verification that head of household is receiving or is in the process of being (re-) instated, or applying for, or is actively appealing a denial for Social Security Income and/or Social Security Disability Income.

12. Request all waivers when necessary.

13. Processes all Move-Out inspections, as needed.

14. Process all Unit Transfers.

15. Process all Termination of Subsidy Forms, as needed, and send all former Participants a copy of the Subsidy Appeals Procedure.

16. Ensure that there is at least one (1) staff person in the LAA's office who holds a certificate as an HQS Certified Inspector.

17. Provide a written response and provide a written copy of the Housing Appeals Procedure to any past, present, or pending applicant or tenant for any service requested in writing, that the LAA may turn down, reject, refuse, or deny in the administration of this Agreement.

18. The LAA shall maintain complete tenant files on all current Participants, or those who have been denied or exited/terminated from the BRAP program. Closed files must be retained for a minimum of eight (8) years. 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.

SECTION 4 – APPLICATION INFORMATION

The LAA shall ensure that all applications are complete, containing verifications that are no older than one hundred and twenty (120) days. Applications that are accepted shall be filed at the housing office of the LAA, and the LAA shall ensure that they are separate from any clinical record(s).

The LAA shall ensure that all applications that are denied are retained and filed together.

GENERAL INFORMATION ON COMPLETING THE APPLICATION

ITEM 1. AMHI Consent Decree Class member: Is applicant a Consent Decree Class Member. This is someone who was hospitalized at AMHI/Riverview Psychiatric Center on, or after January 1, 1988.

ITEM 2. Eligibility For Care for Community Support Services: Applicant has been verified to be eligible to receive Community Support Services as documented by a KEPRO/Atrezzo HealthCare document verifying enrollment date or a BRAP Enrollment Form.

ITEM 3. Receipt of SSI/SSDI Benefits: Verification includes, but is not limited to: Statement of Benefits Form from Social Security indicating Receipt of SSI/SSDI, Copy of Benefit Check. Must be dated within 120 days of application submission.

ITEM 4. Application for or Active Reinstatement of SSI/SSDI Benefits: Verification includes, but is not limited to: Copy of Application to Social Security Administration and Confirmation of Status of Application. Must be dated within 120 days of application submission.

ITEM 5. Waiting List: Indicate whether applicant is on a waiting list for Section 8 or other subsidized housing and state the status on waiting list. Verification of application and/or denial from the housing authority or management company must be submitted with application.

ITEM 6. Representative Payee, Service Provider, Guardian and/or Case Manager: Applicant to list names of providers and sign releases to contact.

ITEM 7. Household Composition: List everyone that will occupy the unit and include relationship to Applicant. Please indicate if household member is pregnant.

ITEM 8. Financial Information: List all income sources and amounts received per month for all household members, as defined in the income section. Applicant must attach verification for all income amounts. Must be dated within 120 days of application submission.

ITEM 9. Priority Ratings: Indicate and verify any and all that apply (#1-#3). Applicant must attach verifications of priority.

ITEM 10. Certifications: Applicant and/or legal guardian should initial all applicable paragraphs. Applicant and any adult member of the household should sign the application.

SECTION 5 – APPLICANT LIST

A. The LAA shall ensure that all eligible applicants are recorded on an applicant list and that applications are complete and contain the following before submitting an application to the CAA for review:

- Verification of eligibility for Community Support Services, income (Employment, GA, SSI/SSDI, other); Section 8 status; and priority identification, and
- Release of Information completed and signed, and HIPAA compliant Release of Information Forms, completed and signed; and
- Copy of BRAP Enrollment Form: Verification of current enrollment into services covered by Section 17 and/or Section 97 (i.e., verification from KEPRO/Atrezzo HealthCare or the Department); or include a copy of the BRAP Enrollment Form signed by a person qualified to make a mental health diagnosis or accompanied by such a diagnosis.

B. The LAA shall ensure that all BRAP funds are provided on a prioritized basis to eligible individuals only, and vouchers are awarded according to the following standards: The LAA shall ensure that all eligible applicants are recorded on an applicant list or spreadsheet and that applications are complete before being submitted to the CAA for review.

1. Factors to be considered in making award determinations include: determination of eligibility status, priority ranking, date and time of completed application and, if applicable, a waiver as submitted by the LAA and signed by the CAA.

   BRAP Priorities: Priorities #1 through #3 shall be considered in order of ranking:

   Priority #1: Psychiatric Discharge: BRAP Applicants who are being discharged from Riverview Psychiatric Recovery Center or Dorothea Dix Psychiatric Center, private psychiatric hospitals, or who have been discharged in the past thirty (30) days and were admitted to a Psychiatric facility for a period greater than seventy-two (72) hours. Also, BRAP Applicants who are moving from Community Residential Treatment Programs, 10-144 C.M.R. Ch. 101 MaineCare Benefits Manual, Ch. II Section 97, Appendix E, to less restrictive accommodations, to allow for appropriate discharges, as determined by the clinical team from the institutions mentioned above.

   Priority #2: Applicant is being released within the next thirty (30) days from a Correctional Facility and meets Section 17 criteria; or Applicant has been released within the past thirty (30) days from a Correctional Facility and meets Section 17 criteria; or Applicant has been adjudicated through a Mental Health treatment court and meets Section 17 criteria, who have no subsequent residences identified.

   Priority #3: Applicant is Literally Homeless, as defined by HUD. Applications received are on a ranked basis according to length of homelessness, with those being homeless the longest as the top priority.

2. When the CAA determines a voucher may be awarded, the LAA shall:

a. Update and make a determination the BRAP Priority status and Eligibility at the time of the award.
Example, if a person was homeless at time of application, however at time of assistance award that person was housed, then he/she is no longer considered homeless and therefore not eligible for assistance under the homeless priority. In such cases, the CAA shall review priority eligibility before the individual is removed from the applicant list or awarded.

b. Make a determination at the time of the award as to whether the voucher is to be a full or conditional award. Once award status has been determined, it is up to the LAA to mail out a copy of the BRAP award letter. If informing the applicant of Award or Conditional Award, the LAA will identify and notify the applicant in writing of the conditions the applicant will need to meet to remain eligible for assistance.

C. The LAA shall ensure that:

1. Once approved to be awarded or if placed on the Spreadsheet/Applicant List the CAA may issue a waiver of policies and procedures based upon the following conditions, when requested in writing by the LAA:
   - A person from Riverview Psychiatric Recovery Center (RPRC) or Dorothea Dix Psychiatric Center (DDPC) is awaiting discharge to a OBH-funded residential bed; and
   - The particular OBH-funded residential bed is currently occupied by an eligible individual on the BRAP applicant list with a Priority #2 ranking; and
   - The resulting vacancy of the OBH-funded residential bed must be filled by an identified individual being discharged from Riverview Psychiatric Recovery Center (RPRC) or Dorothea Dix Psychiatric Center (DDPC).

All waivers are reviewed by the CAA on a case-by-case basis and are subject to available funding.

SECTION 6 – WAIVERS

The BRAP Waiver is used to assist LAA's in providing services to individuals who do not meet the general program eligibility and/or priority criteria, but due to extenuating circumstances, may need critical housing services and be approved to receive BRAP assistance.

Such waivers shall be prepared by the LAA and then submitted to the CAA for approval. The LAA shall ensure that copies of approved and denied waivers remain in tenant files.

Wavier requests may be submitted but not limited to the following circumstances:

- No Priority Waiver
- Section 8 Eligibility Waiver
- Immediate funding allocation
- State housing crises, declared emergencies, or at the request of the Department.

All waivers are contingent upon program funding and availability.

SECTION 7 – EXTENSIONS

The applicant has thirty (30) days from the time of approval to use the assigned housing voucher. If the assigned housing voucher is not utilized, the applicant or their agency service provider(s) may request up to three (3) thirty (30) day extensions, not to exceed one hundred and twenty (120) days total. Applicants must request an extension before the expiration date of each 30-day period. The LAA shall grant extensions to applicants based on funding availability.

A current tenant moving between units shall have thirty (30) days to find a new unit. If the voucher is not utilized, the applicant or their service provider(s) may request up to three (3) thirty (30) day extensions, not to exceed one hundred and twenty (120) days total. Extension must be submitted in writing to the LAA. Extensions shall be granted to applicants by the LAA.

A current tenant approved for a slot upgrade and unable to lease up a new unit will not be terminated from the program. Tenants may keep their current slot after the slot-upgrade time period has expired. The upgrade slot will then be re-assigned. Tenant is given an initial 30-day period after which they can request up to three (3) thirty (30)-day extensions.

The CAA may authorize the LAAs to waive the programmatic requirement of submitting extension requests in writing during state housing crises, declared emergencies, or at the request of the Department.

***Please Note**:*
It is possible for a BRAP voucher to be maintained as active if a unit is located, and an HQS is completed prior to the voucher's expiration date. If the unit does not initially meet HQS standards, the voucher can then be maintained as active to allow the landlord of the identified unit to make necessary fixes, as long as the initial inspection was performed before the expiration date of the voucher.

SECTION 8 – HOUSEHOLD COMPOSITION AND UNIT SELECTION

Household Composition

The appropriate number of bedrooms needed by applicants must be determined by the LAA when LAA determines eligibility for a voucher. The LAA must establish standards that determine the number of bedrooms needed for families of different sizes and composition. For each applicant, the LAA determines the appropriate number of bedrooms under the subsidy standards. Applicant unit size is determined when the voucher issued to the applicant. The LAA shall ensure that all BRAP applicants identify on their initial program application all persons expected to reside in the household.

Upon entry into the BRAP program, all persons expected to reside in the household shall be confirmed by the LAA and the LAA shall ensure that their information is documented through the completion of program Move In forms.

Any changes in household composition must be reported by the tenant to the LAA within ten (10) days of such change. The addition or subtraction of household members may affect the unit income level and eligible unit size; therefore a new Rental Calculation and Certification Form shall then be completed by the LAA. The LAA shall ensure that a Move-In form or Move-Out form is completed for each new or existing person respectively, regardless of their age. In addition, the LAA shall ensure that all income for new household members is counted at the time of Move-In, regardless of the amount.

When an applicant or tenant expresses extenuating circumstances, it may be possible for the applicant or tenant to share housing with another individual, without combining financial activities. Such requests, to be considered as roommates instead of a combined household, shall be reviewed on a case-by-case basis by the LAA and may be granted via a written waiver by the CAA under the 504 American Disability Act.

Unit Size

Generally, no more than two (2) persons are required to occupy a bedroom. Children may share a bedroom with a parent, if the parent so wishes. This decision shall be made by the parent.

The following requirements apply when determining the applicant unit size:

The subsidy standards must provide for the smallest number of bedrooms needed to house applicants without overcrowding.

The subsidy standards must be consistent with space requirements under the housing quality standards (HQS).

The subsidy standards must be applied consistently for all families of like size and composition.

A child who is temporarily away from the home because of placement in foster care is considered a member of the applicant in determining the applicant's unit size.

An applicant that consists of a pregnant woman only, and (no other persons), must be treated as a two-person applicant.

Any live-in aide approved by the LAA /CAA to reside in the unit to care for the applicant must be counted in determining the applicant unit size.

Two elderly or disabled household members may be given separate bedrooms.

Unless a live-in-aide resides with the applicant, the applicant unit size for any applicant consisting of a single person must be either a zero or one-bedroom unit, as determined under the LAA's subsidy standards.

In determining applicant unit size for a particular applicant, the LAA may grant an exception to its established subsidy standards if the LAA determines that the exception is justified by the age, sex, health, handicap, or relationship of applicant members or other personal circumstances. (For a single person other than a disabled or elderly person or a remaining applicant member, such exception may not override the requirement of providing only a zero or one-bedroom unit to a single person.)

For each applicant, the LAA determines the appropriate number of bedrooms under the LAA subsidy standards and enters the applicant unit size on the voucher that is issued to the applicant. The applicant unit size does not dictate the size of unit the applicant must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

Subsidy Awarded Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household	Unit Size	Max Occupancy
0-BR	1	1	0-BR	1
1-BR	1	2	1-BR	4
2-BR	2	4	2-BR	6
3-BR	4	6	3-BR	8
4-BR	6	8	4-BR	10
5-BR	8	10	5-BR	12
6-BR	10	12	6-BR	14

The LAA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of applicant members or other personal circumstances. The applicant must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger

applicant unit size and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability–related request for accommodation is readily apparent or otherwise known. The applicant's continued need for an additional bedroom due to special medical equipment must be reverified at annual reexamination. The LAA will notify the applicant of its determination within 10 business days of receiving the applicant's request. If a participant applicant's request is denied, the notice will inform the applicant of their right to request an informal hearing.

The LAA is required to make the program available and accessible to all eligible families and must provide applicants with information on how to complete and file a housing discrimination complaint if an applicant claims illegal discrimination because of race, color, religion, sex, national origin, age, familial status, or disability.

I. Live-in Aide

The household must provide verification 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 in this Section and in Section 1, "Definitions".

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

The income of a live-in aide shall not be counted by the LAA as a part of the household income.

In all cases the LAA shall ensure that all local, state, or federal rules, regulations, or ordinances take precedence over the above-stated policies, should a conflict arise.

SECTION 9 – INCOME INFORMATION

Verification of Tenant Income

All income received by the tenant and any household members shall be verified by the LAA prior to Move-In and at each annual certification.

Social Security benefits shall be verified by the LAA at Move-In. All verifications shall be documented by the LAA in each tenant's file. Two (2) methods of verification shall be considered acceptable, listed below in the order of acceptability:

a. Written documentation by a verifiable third (3rd) party

b. The tenant certifies the information is true and complete via a written statement, when the third (3rd) party verification is not possible

i. Non-Third-Party Verification Technique:
Tenant Declaration (Level 1): the tenant submits a statement of reported income and/or expenses to the LAA. This verification method can be used when the LAA has not been successful in obtaining information via all other verification techniques. When the LAA relies on tenant declaration, the LAA shall document in the tenant file why third (3rd) party verification was not available.

ii. Exceptions to Third (3rd) Party Verification Requirements:

In some situations, third (3rd) party verification is not available for a variety of reasons. Oftentimes, the LAA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third (3rd) party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the LAA shall document in the tenant file the reason(s) why third (3rd) party verification was not available.

Note: State Supplemental payments may be routinely self-certified.

Verification shall be considered valid for one hundred and twenty (120) days from the date of the verification. For interim recertification, only those factors which have changed must be re-verified by the LAA.

The LAA may recalculate income by applying published cost of living adjustments, without requiring new income verification. In order to streamline certifications, individuals or families with "fixed income" may provide self-certification.

When tenant income was first verified by United States Social Security Administration, prior to Move-In and at annual certification, third (3rd) party verification is not required from the United States Social Security Administration for any interim recertification.

Example: *If an individual or family verified previously a monthly maximum Social Security payment of $794 and the published cost of living increased to $841 the tenant is not required to provide third party verification from the Social Security administration.*

Income Includes:

1. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensations for personal services.

2. Net income, salaries and other amounts distributed from a business.

3. 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.

4. Annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.

5. Lump-sum payments received because of delays in processing unemployment and welfare assistance. This does not apply to a lump sum payment for the delayed start of Social Security.

6. 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 twelve (12) months must be included.

7. Alimony and child support, as awarded as part of a divorce or separation agreement unless the tenant certifies the income is not being provided and tenant takes all reasonable legal actions to collect amounts due, including filing with appropriate courts or agencies responsible for enforcing payment.

8. Interest, dividends and other income from net family assets (including income distributed from trust funds). On deeds of trust or mortgages, only the interest portion of the monthly payments received by the tenant is included.

9. Armed Forces Income - All regular pay, special day 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)

10. Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets -not in Annual Income).

11. Recurring monetary contributions or gifts regularly received from persons not living in the unit. *(Includes rent or utility payments regularly paid on behalf of the tenant).*

12. Title II relocation payments authorized by the Uniform Relocation Act of 1970.

13. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.

14. Employment income up to $480/year ($40/month) for each full-time student eighteen (18) years old or older (excluding the head of household or spouse).

15. Employment income of children younger than eighteen (18) (including foster children) and employment income of full-time students eighteen (18) and older up to $480/ year ($40/month) (excluding head of household and spouse).

Income does not include:

1. Stimulus checks and enhanced unemployment insurance assistance.

2. 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.

3. Meals on Wheels or other programs that provide food for the needy; groceries provided by person not living in the household.

4. 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.

5. Amounts received that are specifically for, or in the reimbursement of, the cost of medical expenses for any family member.

6. Adoption assistance payments in excess of $480 per adopted child.

7. Deferred periodic payments of SSI or Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

8. The full amounts of educational scholarships or financial assistance paid directly to the student or to an educational institution or 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 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).

15. 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, childcare) and which are made solely to allow participation in a specific program.

16. Temporary, non-recurring or sporadic income (including gifts).

17. 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, childcare, etc.

18. Income of a live-in aide.

19. Compensation from state and local employment training programs and training of a family member as resident management staff.

20. Reimbursement of childcare to the family by persons not living in the household.

21. 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(c)©:

22. The value of the allotment provided to a person for Food Stamps.

23. Payments to volunteers under the Domestic Volunteer Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparent Program, youthful offender's incarceration alternatives senior companions).

24. Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs.

25. Payments received under programs funded wholly 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.

26. 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.

27. Employment income of children younger than eighteen (18) (including foster children) and employment income of full-time students eighteen (18) and older in excess of $480 (except head of household and spouse).

28. 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.)

29. Loans

30. Earnings in excess of $480 for each full-time student eighteen (18) years old or older (excluding the head of household or spouse).

31. Income earned from qualified employment training programs in which there are clearly defined goals and objectives, a limited period is determined in advance, 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.

32. Reparation payments from foreign governments in connection with the Holocaust.

33. 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 (1) such stipend during the same period of time.

34. 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.

35. The value of any childcare 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.

36. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

37. 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. Source 24 CFR 5.609 paragraph (b) (April 2004)

SECTION 10 – FAIR MARKET RENT/PAYMENT STANDARD/UTILITY ALLOWANCE/SECURITY DEPOSIT

Fair Market Rent

The LAA shall ensure that all rental units subsidized by BRAP are no higher than Fair Market Rents (FMR), or current payment standards established by local PHA's. The FMRs are estimates of gross rent established by HUD considering both rent and cost of necessary utilities. FMR's are updated on an annual basis.

Payment Standards

Payment Standards (PS) are the maximum total rent amount Maine State Housing Authority (MSHA), or a local Public Housing Authority (PHA) can pay on behalf of a program participant. These rates are based on the HUD-established rents for the area.

Utility Allowance

If a landlord includes all utilities in the rental amount, the Utility Allowance is $0. If, however, a landlord is not willing to do so, the LAA shall include a Utility Allowance in the rental calculations when determining Tenant Rent and assistance payment. Utility Allowances shall be obtained from the LAA's jurisdictional local housing agency, local Public Housing Authority (PHA), or the Maine State Housing Authority (MH).

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 include this policy in the administrative plan to ensure consistency with all BRAP Participants under the LAA's jurisdiction.

Once a tenant has selected an apartment, and the apartment has passed a certified HQS inspection the Rental Calculation and Certification Form must be completed.

Security Deposit

The security deposit is covered under BRAP. The LAA may pay the landlord the full security deposit (one month's contract rent) on a unit for eligible participants.

When a participant moves out of the unit, the landlord may use the security deposit and any interest accrued as reimbursement for any unpaid rent payable by the tenant, and damages to the unit or for other amounts the tenant owes under the lease. A security deposit or any portion of a security deposit shall not be retained for the purpose of paying for normal wear and tear.

The landlord must promptly give the tenant and LAA a written list of all items charged against the security deposit and the amount of each item. After deducting any charges, the landlord must refund the full amount of the remaining balance to the LAA. If the security deposit is not sufficient to cover the amount the tenant owes under the lease, the landlord may request the balance from the LAA up to an additional month's contract rent.

If the landlord does not return the security deposit paid by the LAA after the tenant moves out, the LAA shall make all attempts to recover the security deposit from the landlord.

SECTION 11 – HOUSING QUALITY STANDARDS

Inspections

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 a housing unit must meet in order to pass inspection per 24 CFR § 982.401 - Housing quality standards (HQS). The LAA shall encourage that all inspections are conducted with the landlord or management agent present.

Initial Inspection

The LAA shall ensure that an HQS Inspection is performed by an HQS trained inspector prior to each tenant moving into a unit. The LAA shall not provide Housing Assistance Payments (HAP) or other financial assistance for units that fail to meet the initial HQS except as amended by 82 FR 5458. The LAA shall begin assistance on the day the unit passes inspection, or the day the tenant signs a lease (takes possession of the unit), whichever is later. The condition of the unit must also be noted by the LAA on the most current HUD HQS Long Form (52580-A) for purposes of determining normal wear-and- tear and damage after a tenant moves from the unit.

Annual Inspection

The LAA shall conduct inspections at least annually for all BRAP subsidized units. If a unit fails the annual inspection, the LAA shall give the landlord thirty (30) days to correct the deficiencies. If the tenant or landlord is able to correct certain deficiencies immediately with the HQS inspector present (such as replacing batteries for a smoke detector or replacing a light bulb so it is operable and working) the unit may pass inspection. The LAA shall provide the landlord, tenant, and any involved service providers with written notification of any deficiencies, and the LAA shall schedule a re-inspection prior to the thirtieth (30th) day to check for compliance. If repairs have not been made the LAA shall withhold all HAPs. If the deficiencies have not been made by the sixtieth (60th) day following the inspection, then the tenant must find another unit which meets HQS standards in order to continue in the program. If there is an immediate health and safety violation, the LAA shall withhold all HAPs prior to the thirty (30) day deadline.

The LAA shall utilize the most current HUD HQS Short Form (52580) on all subsequent annual inspections.

Special Inspections

If a concern related to the housing unit physical condition arises between inspections, the LAA shall conduct a special inspection. This concern may be made by referral or request by persons including, but not limited to: the BRAP Participant, landlord, service providers, Intensive Case Managers (ICMs), or other housing providers. The LAA shall utilize the most current HUD HQS short form on all subsequent inspections.

Move-Out Inspection

The LAA shall conduct an inspection after each tenant moves out of a unit to determine the condition of the unit. This will determine what may be considered to be damage or normal wear and tear. The LAA shall document this process on a subsidy move-out form. The condition of the unit must also be noted by the LAA on the Move Out inspection Form for purposes of determining normal wear-and- tear and damage after a tenant moves from the unit.

The CAA/LAAs must adopt a written Administrative Plan which establishes state and/or local policies for program administration. The plan must include established standards and procedures to be followed when conduction HQS inspections.

SECTION 12 – LEAD BASED PAINT

LEAD BASED PAINT POLICY

The LAA shall provide all households, regardless of composition, with the brochure Protect Your Family from Lead in the Home.

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 (1) or more children of less than six (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 six (6) years of age, including on-site play areas and childcare facilities (24 C.F.R. § 35.1200).

The LAA shall inspect all units as described above for Lead-Based paint deterioration, as defined in HQS form 52580-A. The LAA shall follow all procedures, as written in section 1.9 of HQS form 52580-A, for needed corrections. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

The LAA shall refer to 24 C.F.R. § 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.

Lead Hazard

If it comes to the attention of the LAA that a lead hazard exists, the LAA shall make a written request to the landlord to correct the lead hazard within thirty (30) days; so that the unit becomes compliant with HQS requirements. If the hazard is not remedied within thirty (30) days, the LAA shall stop the HAP.

The LAA may refer to the Maine Center for Disease Control & Prevention's website on lead, for further information.

Radon Hazard

Radon is the second leading cause of lung cancer. High levels of radon gas occur naturally in Maine soil and water and can move up into a house from the ground. The house then traps the radon in the air inside. Radon gas can also dissolve into well water, which is then released into the air when you use the water. Simple air and well water tests can show whether home radon levels meet state and national safety guidelines.

As soon as a radon hazard is identified (at any point in the household's tenancy) the LAA shall make a written request to the landlord to correct the hazard within thirty (30) days. If the hazard is not remedied within thirty (30) days, the LAA shall stop the HAP.

The LAA may refer to the Maine Center for Disease Control & Prevention’s website on Radon, for further information.

SECTION 13 – RENT CALCULATIONS

Rent Calculation Form Overview

The Rent Calculation Form shall be utilized by the LAA to determine the tenant rent, the portion of BRAP Assistance, and the total dollar amount anticipated to be committed to an individual for a one (1) year period. The LAA shall calculate tenant rent at forty percent (40%) of a tenant's gross income. The LAA shall verify all income.

Completing the Rental Calculation and Certification Form

The LAA shall keep the Rental Calculation and Certification Form in each tenant file and shall update each Form on a minimum of an annual basis. However, if the tenant has a change of in income of $500 or more each month resulting from employment then the tenant is required to contact the LAA, and the LAA shall then complete an Interim Re-certification or Rent Calculation Certification Form to adjust account for the change. Failure to do so may result in the suspension of BRAP payments.

Note: On Interim Re-certifications, only those factors that have changed must be verified. Exception to the $500 income change; if a new household member moves into the unit, all income must be counted regardless of the amount.

ITEM 1. Effective Date of Certification: Enter the date for which the new rent calculations are effective.

ITEM 2. Program Start Date: Enter the date the tenant first signed on to the program. *if the tenant has had a voucher before and has since been terminated enter the start date of the most current voucher.

ITEM 3. Action Processed: Place a check next to the appropriate certification process being completed:

- **Move In (MI)** - The Tenant is moving into an apartment and receiving BRAP for the first (1st) time
- **Annual Re-certification (AR)** - The tenant has been in the Program one year and the financial information is being reviewed & updated.
- **Interim (IR)** - The Tenant has a change in income since the last report or a Move-In /Move-Out of a household member.
- **Unit Transfer (UT)** - The tenant has moved from one apartment to another and is continuing with the BRAP Program.
- **Gross Rent Change (GR)** - The apartment rent paid to the landlord has changed.

ITEM 4. Unit Size: Check the allocated Bedroom size for the apartment.

ITEM 5. Tenant Address: List current address & telephone for tenant and landlord. The Tenant Address is the apartment being subsidized by BRAP funds.

ITEM 6. Landlord Address: List current address & telephone for landlord.

ITEM 7. Total Monthly Income: List the total gross MONTHLY INCOME for the entire household, as verified by LAA. Note: If a tenant is required to utilize General Assistance as a condition of BRAP, the total monthly income (ITEM 7) should be the anticipated minimum SSI monthly payment. This amount should be listed in the "other" box. [This

amount is attainable through the Social Security Administration and is adjusted each January.] The total tenant payment is the total of ITEM 7 multiplied by 40%

ITEM 8. Apartment Contract Rent: The total amount the Landlord receives for rent, according to the HAP agreement.

ITEM 9. 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.

ITEM 10. Total Rent: The Apartment Rent plus Utility Allowance, or Item 8 + Item 9. This amount should be no greater than the local Fair Market Rent payment standards for the unit size and location provided the unit rent is comparable to area rents and provided the local Public Housing Authority (PHA) adopts the same standard.

ITEM 11. Total Tenant Payment: Total Monthly Income (Item 7) multiplied by 40%. 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.

ITEM 12. Tenant Rent: Total Tenant Payment less Utility allowance, or Item 11 minus Item 9.

ITEM 13. Assistance Payment: Enter Apartment Rent less Tenant Rent, or Item 8 minus Item 12.

ITEM 14 Date Next Annual Recertification: One year from the date of the original certification effective on the 1st day of the month that the tenant moved in.

ITEM 15. Household Composition: Enter household members name(s), relationship to applicant, food stamps and MaineCare. List each household member currently living in the unit. If there are more than five (5) household members then use an additional page.

ITEM 16. Tenant Certification: Applicant should review paragraph and rent calculation. The tenant must sign the form and certify that the information presented is true and complete.

SECTION 14 – TENANT RESPONSIBILITY AGREEMENT

The LAA shall complete the Tenant Responsibility Agreement form during each initial certification and during each annual recertification. This form includes reference to the following documents, which shall be distributed to tenants by the LAA agents during initial and annual certification meetings.

- Protect Your Family from Lead in Your Home brochure
- Housing Subsidy Appeals Procedure
- Rights of Participants of Mental Health Services Manual

SECTION 15 – HOUSING ASSISTANCE PAYMENT CONTRACT

The LAA shall utilize the Housing Assistance Payment (HAP) Contract.

This contract helps to define the relationship between the LAA, the BRAP Participant, and the landlord; explaining the specific responsibilities of each. All HAP changes shall be documented by the LAA on the HAP Contract Amendment Form.

SECTION 16 – SUBSIDY PORTABILITY

Portability

To better meet the individual needs of consumers and enhance consumer choice, independence, and control over where they live, the CAA shall make reasonable efforts to accommodate voucher portability within the State of Maine. The establishment of this BRAP portability policy will help to ensure programmatic consistency across all geographic regions of the state and will also help to empower consumers.

There are two (2) distinct elements to portability:

1. Awarded Applicants who have not yet been housed on the BRAP program; and
2. Current Program Participants who are moving to a new unit with continued BRAP assistance.

The LAA responsible for administering BRAP vouchers in the geographic area from which the Awarded Applicant/ Program Participant is transferring ("Initial LAA") must coordinate various issues with the LAA responsible for administering BRAP vouchers in the geographic area to which the Awarded Applicant/ Program Participant is moving ("Receiving LAA").

The BRAP rental assistance subsidy is portable within the State of Maine for BRAP applicants and Participants as detailed in the procedures below. In order to maintain accurate files and "track" a Transferred Tenant the following steps are necessary:

See "Portability Request Form"

Awarded Applicants

Applicants currently submit applications to the LAA in the regional area they are seeking housing. For example, if a person chooses to live in Skowhegan, Somerset County, Maine, they will apply with Kennebec Behavioral Health who administers rental subsidies for Somerset County.

Due to high demand in some parts of the State, if an Awarded Applicant chooses to locate housing in a county not covered by the LAA, the LAA shall utilize the following protocol:

1. The Originating LAA shall send the following information to the CAA and Receiving LAA:
    a. Copy of Tenant's Application
    b. Copy of Tenant's Priority Verification
    c. Copy of Tenant's Section 17 eligibility documents
    d. Copy of Tenant's Section 8 status
    e. Copy of any active Waiver(s)

2. The Originating LAA shall note the reason of "Other" on their Applicant List notification, including the explanation of 'Transferred application to (insert Receiving LAA).

3. The Receiving LAA shall place the applicant on the Applicant List for the county in which they wish to live.

4. The Receiving LAA shall maintain the applicant's original application Date/Time stamp, as noted by the Originating LAA.

5. The Originating LAA shall notify the applicant in writing in of their Applicant List status with the Receiving LAA, at the time of transfer.

6. The applicant shall be awarded a voucher, by the Receiving LAA, when available as defined by the 'Applicant List protocol for BRAP.'

Current Program Participants

Due to high demand in some parts of the State, if a current program participant chooses to locate housing in a county not covered by the LAA, the LAA shall utilize the following protocol:

1. The Originating LAA shall send the following information to the CAA and Receiving LAA for their records:
   - Copy of Tenant's Application;
   - Copy of Tenant's Priority Verification
   - Copy of Tenant's Section 17 eligibility documents
   - Copy of Tenant's Section 8 status
   - Copy of any active Waiver(s)
   - Copy of the current Rent Calculation Form and back-up documents;
   - A document stating when the Originating LAA rental payments will be terminated

2. The Originating LAA shall submit to the CAA a BRAP Monthly Request noting the Transfer has taken place and when it occurred.

3. The Receiving LAA shall submit to the CAA a BRAP Monthly Request noting the Transfer has taken place and when it occurred. The Receiving LAA shall attach a copy of the Rent Calculation Form with transfer information, to the BRAP Monthly Request.

4. The Receiving LAA shall utilize the same annual date for the tenant's annual recertification. Annual due dates do not change when a tenant Transfers to another LAA.

5. The CAA shall also include BRAP transfers, from one (I) region to another, on the report to the Department by Region.

SECTION 17 –CERTIFICATIONS

Certification Paperwork consists one of the following:

- Move In (Initial)
- Annual
- Interim
    - Include:
        - Move-in/Move-out of household members
        - Changes in income that meet guidelines
        - Changes in legal name
- Unit Transfer
- Gross Rent Change
- Terminations
- Any missing, needed, or corrected paperwork from previous months.

The following missing or incorrect documents are examples of issues that may trigger a compliance finding:

- Applications where priority or eligibility 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
- 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

Annual Recertification

The LAA shall review and recertify all tenants for BRAP assistance annually, to maximize and leverage state funds. The recertification date for an annual certification is one (1) year from the original certification date, effective the first (1st) day of the month that the tenant began receiving BRAP assistance. *For example, if the tenant was admitted October 11, 2014 then the recertification effective date is October 1, 20I5*.

Awarded Tenants In Between Apartments

Review and recertification of tenant's income and housing situation is required annually. In instances where the tenant is in between apartments, but their Annual Recertification is due, the LAA shall still complete the certification by the Annual Due Date.

The Annual Certification may be completed and submitted when the tenant leases in another unit and in conjunction with the Unit Transfer, however, each certification will require a separate Rent Calculation form with the applicable effective dates for both the Annual and the Unit Transfer.

For the Annual that is due while tenant is not housed, the LAA shall review and recertify household composition, income, and applicable eligibility requirements and complete a Rent Calculation form, in accordance with this manual, however, all unit and HAP calculations may be left blank with a note added indicating the client is currently in between apartments.

When processing a re-certification, the LAA shall complete them in a timely and efficient manner. The LAA shall follow the recertification steps below:

I. First (1st) Notice - send ninety (90) days in advance of the recertification anniversary date. The notice shall state that the tenant has until the tenth (10th) of the month preceding the anniversary date to contact the office to begin recertification.

II. Second (2nd) Notice - send approximately thirty (30) days after the previous notice to tenants who have not responded. Content shall be the same as the first (1st) notice in addition to stating that if the tenant does not respond by the tenth (10th) of the month preceding the anniversary date, the LAA may suspend assistance payments on the recertification date.

III. Third (3rd) Notice / Notice of Intent to Terminate- send on the first (1st) of the month preceding the anniversary date to tenants who have not yet responded. The notice shall state that the tenant has ten (10) days to recertify. If the tenant does not respond within those ten (10) days, the LAA shall suspend or terminate assistance.

IV. Meet with the Tenant

Meet with the tenant and obtain information on their current income.

V. Verify all information in writing, via third (3'd) party or tenant affidavit.

VI. Calculate Tenant Rent and assistance payment by completing the Rent Calculation Form.

VII. Provide written notice to tenant of any change in rent, giving at least thirty (30) days' notice for rent increases, unless the tenant is late in responding to recertification notices (See the Effective Dates for Increase and Decrease in Tenant Rent and Assistance Payment at Recertification Chart below).

VIII. Perform an annual inspection of the unit to ensure HQS compliance.

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.

Late Certifications

Due to LAA

If the LAA is late in completing the recertification, a thirty (30) day notice of any rent increase shall be given to the tenant in writing, regardless of the anniversary date. For rent decreases, the LAA shall apply the change retroactively to the anniversary date (See the Effective Dates for Increase and Decrease in Tenant Rent and Assistance Payment at Recertification Chart below).

Due to Tenant

The LAA shall suspend or terminate assistance for tenants who respond after the cut-off date in the third (3rd) Notice. If the tenant complies with the recertification requirements after the ten (10) day period stated in the third (3rd) notice, but before the anniversary date, the tenant is considered late but may be recertified.

Tenants, who respond after the tenth (10th) of the month, preceding the anniversary date but before the anniversary itself, shall be asked by the LAA why there was a late response. If there are justifiable grounds (e.g. hospitalization, family emergencies, etc.) which prevented the recertification, then the assistance may not be suspended. The new Tenant Rent is effective on the date noted in the thirty (30) day notice.

If the LAA determines that justifiable grounds are insufficient or nonexistent, then no thirty (30) day notice is required and the new Tenant Rent amount shall be due on the anniversary date. The LAA shall inform the tenant in writing of the decision and their right to appeal through the Housing Appeals Procedure (See the Effective Dates for Increase and Decrease in Tenant Rent and Assistance Payment at Recertification Chart below).

Interim Re-certifications

The LAA shall terminate a tenant if an increase in income is not reported to the LAA, or if a decrease in income was caused by a deliberate action of the tenant to avoid paying rent.

Tenants are required to report any income changes within ten (I0) days from the date of such change. The LAA shall process an interim adjustment when the income increase is $500 or more per month. Exception to the $500 income change; if a new household member moves into the unit, all income must be counted regardless of the amount. The LAA shall refrain from processing an interim recertification only when the LAA receives confirmation that the increase will last two (2) months or less. The LAA shall process all requests for decrease in household income regardless of amount.

The LAA shall follow the steps below for processing interim adjustments:

1) Meet with tenant to obtain new information on income.

2) Verify only those factors that have changed.

3) Complete a Rent Calculation Form and Certification Form.

4) Send HAP Amendment to the tenant, landlord, and payee (if applicable) containing rent or assistance payment changes and their effective date:

- For rent increases: on the first (1st) day of the month following required thirty (30) day notice.
- For rent decreases: on the first (1st) day of the month following the date of the change.

Legal Name Change

A name change occurs when a client or household member has officially had their name changed and needs to update their file accordingly due to marriage, divorce, placement in a victim/witness protection program, or has had other reason to officially change their name.

To ensure that the LAA/CAA files can be coordinated properly, a Notice of Name Change form needs to be completed as soon as the LAA has been made aware of such a change, and submitted with supporting documentation, as an Interim Recertification.

1. Update all files with New Name and annotate change where applicable.
2. Complete the Notice of Name Change form.
3. Complete a new Rent Calculation Form and Certification Form and submit.

Note: A Legal Name Change is only used when a client's name has legally changed due to marriage, divorce, etc. All file paperwork must reflect the full legal name of all household members. All name change notifications must be verified before files are updated, and once done, all future paperwork will reflect the most up-to-date legal name.

SECTION 18 – REASONABLE ACCOMMODATIONS

Section 504 of the Rehabilitation Act enables individuals the ability to request a "Reasonable Accommodation" or exception in rules, polices, practices or services to afford persons with disabilities an equal opportunity to participate in a program. The LAA shall ensure that all such requests are submitted in writing to the CAA for determination show that there is an identifiable relationship between the requested accommodation and the individual's disability.

The LAA shall ensure that each written request for accommodation includes:

- Type of accommodation needed; and
- Explains the 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 (3rd) party.

If a person's disability is obvious, readily apparent, or otherwise known to the LAA, and if the need for the requested accommodation or modification is also readily apparent or known, then the LAA may not request any additional information.

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

SECTION 19– SUBSIDY TERMINATION

The LAA may terminate rental assistance for certain actions or inactions of occupancy and/or the Tenant Responsibility Agreement. A participant may also decide to withdraw from the program and relinquish their voucher at any time by notifying the LAA in writing. Program regulations recommend however that the LAA and CAA exercise judgment and take into consideration extenuating circumstances, so that participants are only terminated for the most serious rule violations and or after multiple minor violations.

The LAA is required to submit a Termination Request Form and provide supporting documentation to the CAA prior to termination. It is the CAA's responsibility to then approve or deny a termination request and track programmatic terminations. When submitting a Termination Request Form to the CAA, please be sure to include any and all supporting documentation (income verification, rent calculation forms, correspondence, etc.) that will assist the CAA in making the appropriate determination.

If termination is necessary, the LAA shall provide a thirty (30) day written notice to the participant, containing a clear statement regarding the reason for termination and an opportunity for appeal. The LAA shall attach the Housing Appeals Procedure to all termination letters. If a participant chooses to appeal, the LAA shall assist the participant through the entire appeals procedure.

The LAA shall ensure proper written notice is provided to the landlord before ending the HAP payments. The LAA shall complete a Subsidy Termination Form for each participant leaving the program. This form shall be completed within thirty (30) days of the participant's exit.