



*Department of Health
and Human Services*

*Maine People Living
Safe, Healthy and Productive Lives*

**Operations Manual
For
BRIDGING RENTAL ASSISTANCE PROGRAM**

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SECTION 1 - DEFINITIONS

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

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 meets eligibility criteria and has been issued an award letter, but has not yet found a housing placement.

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

Central Administrative Agent (CAA): is the Provider under this Agreement, responsible for providing direction, guidance, interpretation, and training to each Local Administrative Agent (LAA) throughout the state.

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

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 Severe 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; which can be located on the following HUD link: <https://www.huduser.gov/portal/datasets/fmr.html>

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.

Good Standing: A tenant is considered in Good Standing if he/she does not owe DHHS, and/or any LAA back rent, damages, or security deposit.

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 publically 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 subsidy portion representing the difference between the Fair Market Rent (FMR) and the tenant-paid portion of the rent.

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.

[HQS regulations: www.hud.gov/offices/adm/hudclips/.../7420.../7420glOGUID.pdfCachedSimilar](http://www.hud.gov/offices/adm/hudclips/.../7420.../7420glOGUID.pdfCachedSimilar)

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.

*Note: 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.

Local Administrative Agent (LAA): is an agency which administers the BRAP program in its respective catchment area.

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

Maine State Housing Authority (MSHA): 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.

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

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

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, policies, 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.

Riverview Psychiatric Recovery Center (RPRC): is a center for best practice, treatment, education and research, for individuals with serious, persistent 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.

Severe Mental Illness (SMI): is a medical condition defined in Section 17 of the MaineCare Benefits Manual.

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:

- 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.

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

Unit Transfer (UT): The household has transferred to a new unit within the same region.

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 used in most federal housing programs and helps to ensure that owners who take on the financial responsibility for tenants' utility charges are able to receive a higher rent than owners who do not.

SECTION 2 - ELIGIBILITY

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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 recipients must meet the following requirements:

I. The LAA shall ensure that all applicants are:

1. Are adults with Severe and Persistent Mental Illness (SPMI) or 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 (see <http://www.maine.gov/sos/cec/rules/10/ch101.htm>).
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 must be in place, and documentation of conditional approval must be present.
3. Have completed and submitted a previous application for Section 8 through the local Public Housing Authority (PHA) or other local Section 8 administering agency. If the Waitlist 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 Waitlist for Section 8 housing through the Public Housing Authority (PHA). All BRAP Recipients who are eligible for Section 8 must be maintained on a Section 8 Waitlist, in order for them to continue to receive BRAP Services *The LAA shall ensure that all recipients who are eligible for Section 8 are maintained on a Section 8 Waitlist, in order for them to continue to receive BRAP assistance.*

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 is a felon), however the BRAP Applicant must still meet requirement (1) and (2). Documentation proving that the BRAP Applicant is not eligible for Section 8 must be provided and stored in the each applicable BRAP Recipient File.

II. The LAA shall receive requested funds from the CAA, as available, on a ranked 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 Recipients 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) adults who are being discharged within the next thirty (30) days from a Correctional Facility and meets Section 17 or 92 criteria. Also to include those who have been adjudicated through a Mental Health treatment court and meet Section 17 or Section 92 criteria who have no subsequent residences identified.
3. Eligible (as defined in paragraphs I. and II. of this 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.

Note on Re-application:

The LAA shall allow any previous recipient to reapply for subsidy, provided that all three (3) of the eligibility criteria above have been met and the applicant is in Good Standing with the BRAP program. The LAA may consider an applicant for readmission who is not in Good Standing, provided that at least one (1) of the following minimum criteria has been met:

- 100% of account balance must be paid before move in and/or unit transfer; or
- Establishment of a legally assigned Representative Payee and a documented payment plan not to exceed twelve (12) months.

Failure to meet at least one of the above criteria may result in program in-eligibility and termination of rental assistance.

SECTION 3 – KEY ACTIVITIES

The Local Administrative Agency 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 mental health consumers to alert them to the availability of services;
 - b. assess consumer needs at the local level;
 - c. assist recipients in locating, securing, and establishing themselves in safe and decent housing;
 - d. assist in the arrangement and the provision of community support services.
2. Accept all subsidy applications from applicants or their caseworkers, verify the applicant's income and eligibility (according to Section 2, "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 (using Sample Letter, attached as Appendix 3).
 - b. 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 DHHS Housing Subsidy Appeals Procedure (using Sample Letter, attached as Appendix 4).
 - 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 (according to Section 7, "Waiver").
3. Accept all written Extension requests from applicants or their caseworkers, and may grant up to three (3) thirty (30) day extensions (according to Section 8, "Extensions").

Please Note: The LAA shall not grant any applicant more than one hundred and twenty (120) days to secure suitable housing. 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 recipients (according to Section 12, "Housing Quality Standards"), inform the landlord and/or property manager in writing of any deficiencies and/or needed repairs, and establish a timeline for completion of the repairs and/or deficiencies (using Sample Letter, attached as Appendix 18). 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, Consumer Product Safety Commission, and HUD (attached as Appendix 15a); and
5. Negotiate rent with all recipients' 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.

6. Conduct initial certifications with all recipients (using Sample BRAP Initial Certification Guide as further guidance, attached as Appendix 13), which shall include the following:
 - a. Rental Calculation and Certification Form (attached as Appendix 14) completed (according to Section 14, "Rental Calculations"); and
 - b. Release of Information Additional Forms signed (using Sample Release, attached as Appendix 11 & 12); and
 - c. Tenant Responsibility Agreement Form signed (attached as Appendix 8) and attachments distributed (according to Section 15, "Tenant Responsibility Agreement"); and
 - d. Move-In Forms (attached as Appendix 14a); and
 - e. Section 8 Waitlist verification (according to Section 6, Waitlist and Census); and
 - f. Housing Quality Standard Long Form completed and signed (attached as Appendix 15); and
 - g. Income Verification forms obtained (according to Section 10, "Income Information").

7. Execute a Housing Assistance Payment Contract with all recipients' landlords/property managers (attached as Appendix 6).

8. Ensure that all recipients enter into a Lease or Rental Agreement with their landlord. Verify that recipients are residing in BRAP subsidized units.

Please note: If a BRAP tenant is not residing in their unit for more than 90 days, BRAP assistance on that unit will be terminated.

9. Prepare the Monthly Request Form to request funds from the Central Administering Agency (CAA) (attached as Appendix 5).

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

11. Complete interim certifications with recipients, as necessary (according to Section 19, "Annual and Interim Re-Certifications").

12. Complete annual re-certifications, which include the following:

- a. Rental Calculation and Certification Form completed (attached as Appendix 14); and
- b. Release of Information/Additional Forms signed and Tenant Responsibility Form signed; and
- c. Section 8 Waitlist verification (according to Section 6, "Wait List and Census"); and
- d. Housing Quality Standard Form completed and signed (attached as Appendix 16); and
- e. Income Verification forms obtained (according to Section 10, "Income Information")
- f. 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.

13. Accept payments (e.g. for loans, security, damages) from recipients and issues them receipts.
14. Request all waiver renewals, when necessary (according to Section 7, "Waivers").
15. Processes all Move-Out inspections, as needed (according to Section 12, "Housing Quality Standards").
16. Process all Unit Transfers (according to Section 4, "Paperwork and Billing Compliance").
17. Process all DHHS Termination of Subsidy Forms, as needed, and send all former recipients a copy of the DHHS Subsidy Appeals Procedure (using the "BRAP Subsidy Termination Form", attached as Appendix 27, and the "Sample Termination Letter", attached as Appendix 25).
18. Ensure that there is at least one (1) staff person in the LAA's office who holds a certificate as a HQS Certified Inspector. In addition, the LAA shall ensure that there is at least one (1) staff person in the LAA's office who holds a valid certificate from a HUD-recognized training organization in one (1) or more of the following: Asset Management, Assisted Housing Real Estate Management, Property Management, and HUD Property/Asset.
19. Provide a written response and provide a written copy of the DHHS Housing Appeals Procedure (attached as Appendix 27) 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.
20. The LAA shall maintain complete tenant files on all current recipients, 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 – PAPERWORK AND BILLING POLICY

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Compliance is one of the duties of the CAA. The LAA shall submit paperwork to the CAA to be corrected and approved for completeness and accuracy. This shall be performed by the LAA on a monthly basis to assure compliance with the standards of BRAP.

Guidelines for BRAP Fee for Servicing

The LAA shall be paid by the CAA on the basis of \$70 per occupied unit per month. The CAA shall allocate this fee based on acceptable monthly reporting and invoice submissions made by the LAA to the CAA, in an amount equal to \$70 per occupied unit per month.

Section I: Regular Billing

When completing the BRAP monthly request form, the LAA shall:

- Populate section I, beginning with tenant name for each current billing cycle

Example: If a client is in between apartments or not actively occupying a unit during the billing cycle they should be removed from section I to avoid charging a \$60 fee.

- Only add tenants that are being billed for the full month

Example: If a client has a partial HAP payment due to a Move-In or Move-Out they should be entered into section II as an adjustment.

Section II: Adjustments

The LAA shall comply with the following adjustment protocols:

- Place each monthly billing adjustment for tenants as sequential individual line items. Adjustments resulting in a decrease of HAP should not result in a management fee calculation (Credits do not require a refund of \$60 fee).
- Adjustments resulting in an increase of HAP for a recipient where a management fee was previously received should not have a subsequent management fee taken- the management fee calculation must be manually "zeroed" out in these circumstances.
- A management fee for a particular recipient, in a particular month, shall be calculated only in circumstances where it was not previously taken.
- A full management fee may be taken for a partial month move-in.
- Only one (1) management fee per month per housed client shall be taken.

Example: If an incorrect HAP amount is charged in section I during a billing cycle and then a HAP adjustment is done in section II to correct a previous billing adjustment; the management fee calculation must be zeroed out.

- Adjustments shall be submitted to the CAA for accuracy and appropriate adjustments made before being forwarded to the DHHS for payment. Any incorrect monthly request forms shall be returned for correction to the LAA then resubmitted for payment.

The LAA shall ensure that all subsidy paperwork and billing is received by the CAA office on or before the eighth (8th) of each current month. The bills shall be submitted electronically by the LAA. Paperwork compliance packets supporting these bills shall be postmarked on or before the eighth (8th).

The LAA shall ensure that the Compliance Paperwork Packets consists of the following:

- Move-In Paperwork (according to Section 7, "Household Definition and Unit Size")
- Annual Certification Paperwork (according to Section 13, "Rent Calculations")
- Interim Re-Certification Paperwork (according to Section 19, "Annual and Interim Re-Certification")
- Unit Transfer Paperwork (according to Section 13, "Rent Calculations")
- Gross Rent Change Paperwork (according to Section 13, "Rent Calculations")
- Household members Move-Ins (according to Section 13, "Rent Calculations")
- Household Member Move-Outs (according to Section 11, "Housing Quality Standards")
- Tenant Terminations (according to Section 20, "Subsidy Termination")
- Any missing, needed, or corrected paperwork from previous months (according to any written communication from the CAA).

The Compliance Cycle shall run from the twenty-sixth (26th) of the month to the fifteenth (15th) of the following month, e.g., June 26th – July 15th (for the month of June). CAA staff shall process and review all LAA paperwork by the twenty-fifth (25th) of each month.

The LAA shall:

- Send all compliance paperwork via secured electronic system or mail during the Compliance Cycle.
- Understand that any paperwork sent between the fifteenth (15th) and twenty-fifth (25th) will not be processed until the following Compliance Cycle.
- Receive and process any paperwork requests sent from the CAA, and remedy any discrepancies identified by the CAA, by the twenty-fifth (25th) of each month.

CAA staff shall alert each LAA by the twenty-fifth (25th) of each month of any missing or incorrect documents.

Please Note: The following discrepancies shall trigger an LAA billing review to be conducted by the CAA:

- ✓ Applications where homeless documentation does not meet priority standards
- ✓ Applications where priority verification does not meet standards
- ✓ Initial HQS forms missing or unacceptable
- ✓ HQS re-inspection forms not submitted within one (1) year of the previous inspection, or failed for more than thirty (30) days
- ✓ Initial Rental Calculation and Certification Forms with missing income documents or incorrect calculations
- ✓ Annual Rental Calculation and Certification Forms not submitted by the annual date
- ✓ Annual or interim Rental Calculation and Certification Forms with missing income documents or incorrect calculations

The LAA shall remedy any of the above-listed discrepancies with the CAA by the end of the current month. If the billing issue(s) are not resolved by the LAA on or before the eighth (8th) of the following month, the LAA shall not be allowed to bill for the tenant in question. The LAA shall then ensure that the tenant name remains on the bill and that the HAP amount is entered as zero for the month in question. This shall decrease the overall compensation for the LAA. Once the discrepancies are remedied by the LAA, the LAA shall ensure that the bill then reflects the allowable charges supported by the documentation.

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SECTION 5 – APPLICATION INFORMATION

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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 (version dated April 2019)

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 same in Item 10.

ITEM 7. Household Composition: List everyone that will occupy the unit, and include relationship to Applicant. Also 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.

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SECTION 6 – WAIT LIST & CENSUS

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A. The LAA shall ensure that all eligible applicants are recorded on an applicant waitlist and that applications are complete and contain the following:

- Verification of eligibility for Community Support Services (Section 17) or PNMI Services (Section 97); income (Employment, GA, SSI/SSDI, other); Section 8 status; and priority identification, and
- Mandatory Consent for 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 if person is new to the Adult Mental Health System of Care then a copy of BRAP Enrollment Form signed by a person qualified to make a mental health diagnosis or accompanied by such a diagnosis (See “BRAP Application”)

B. The LAA shall ensure that all BRAP funds are provided on a prioritized basis to eligible individuals only, and are awarded according to the following standards:

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 signed and submitted 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 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 is able to be awarded, the LAA shall:

- a. Make a determination of 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 the particular situation before the individual is removed from the waitlist.

C. The LAA shall ensure that:

1. Once approved to the waitlist 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 SMAHS-funded residential bed; and
 - The particular SAMHS-funded residential bed is currently occupied by an eligible individual on the BRAP Waitlist with a Priority #3 ranking; and
 - The resulting vacancy of the SAMHS-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.

D. The LAA shall follow the LAA procedures for managing a waitlist/census:

1. Effective June 30th annually, the LAA shall remove all persons who have been on the waitlist for more than six (6) months who are currently not housed (terminated/removed from waitlist) or not actively waiting to be housed. Before removing the names from the waitlist, the LAA shall attempt to contact all such individuals in writing to determine if they would like to remain on the waitlist and honor those requests for same.
2. The LAA shall fill out the Excel waitlist/census, including each applicable category listed below. The LAA shall also forward their waitlist/census to the CAA on a monthly basis.
 - County
 - Region
 - Name of LAA
 - Date of Completed Application
 - Time of Completed Application
 - Unique Application Number
 - Last Name
 - First Name
 - BRAP Priority (1-3)
 - Status of Application
 - Date BRAP assistance offered

- Date Removed from Waitlist
- Reason for removal from Waitlist
- Notes

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SECTION 7 – WAIVERS

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The BRAP Waiver is used for individuals who do not fit the general program eligibility and/or priority criteria, but due to extenuating circumstances, may receive BRAP assistance.

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

All waivers are contingent upon program funding and availability.

***Electronically submitted waiver requests must be password protected by the LAA to ensure that confidentiality is maintained. ***

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SECTION 8 – EXTENSIONS

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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. Extensions must be submitted in writing by the applicant or applicant's representative to the LAA. 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. Extensions 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 30-day extensions.

Please Note:

It is possible for a BRAP voucher to be held open if a unit is located, an RFT is received, 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 held 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.

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SECTION 9 – HOUSEHOLD COMPOSITION AND UNIT SELECTION

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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 (according to Section 21, "Reasonable Accommodation").

I. Household Composition

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 exiting 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.

II. 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.

- 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). Supporting documentation may be requested, e.g., a copy of any custody agreement, or other equivalent document, shall be retained by the LAA in each tenant file.
- Live-in aide, foster children, and children who are temporarily absent due to placement in a foster home shall also be counted by the LAA when determining unit size.
- Children who are away at school, who live with the family when school recesses, shall be counted by the LAA.
- Adult children on active military duty and permanently institutionalized family members shall not be counted by the LAA.

Maximum Bedroom Allotment

The maximum number of bedrooms (BR) that shall be allowed by the LAA are:

- 1BR for head of family/spouse/partner
- 1BR for every two (2) children of the same gender (not including adult children of the family)
- 1 BR for an only child
- 1 BR for a multi-generation member or other adult not covered in above bullets
- 1 BR for approved live-in aides

A participant may request to be assigned a larger unit as a Reasonable Accommodation (according to Section 21, "Reasonable Accommodation"). The LAA shall ensure that all such requests are made in writing to the LAA and sent to the CAA for approval.

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.

General Information on Completing the Move-In forms

Question 7: Veteran Status – Yes/No

Check Yes/No to indicate if applicant and/or any adult household members are veterans.

Definition - someone who has served on active duty and is honorably discharged in the Armed Forces of the United States.

Question 9: Ethnicity – Yes/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.

Question 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

Other – a person who identifies as a Race not listed.

Question 12: Income:

List all applicable income for the person listed on the Move-In form only. Do not list all household income on single form.

Question 13: Pre-Subsidy Housing

Check the appropriate selection for the person’s previous type of housing, and enter the amount of time, in days, that the person was living there.

Example: If the person is coming from an emergency shelter where they’ve been staying for 3 months, you’d select “Emergency shelter...” and enter Ninety (90) days.

Question 14: Prior Housing Status

Choose Only One selection. Use this space to select the appropriate prior housing stability.

Literally Homeless

Examples include: Emergency shelter, places not meant for human habitation, anywhere outside, a vehicle, etc.

Imminently Losing Housing

Examples include: Being evicted from a residence, being discharged from an institution, and/or living in housing that has been/is being condemned.

Unstably Housed

Examples include: Frequent moves due to financial hardship, living in a home due to financial hardship, living in a hotel/motel, living in overcrowded housing, etc.

Stably Housed

Living in a stable housing situation.

Question 16: Former Housing:

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

Live-in Aide

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 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.

SECTION 10 – INCOME INFORMATION

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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.

All Social Security benefits shall always 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 or affidavit, when the third (3rd) party verification is not possible

i. Non-Third Party Verification Technique:

Tenant Declaration (Level 1): the tenant submits an affidavit or notarized statement of reported income and/or expenses to the LAA. This verification method should be used as a last resort 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:

HUD is aware that 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 \$698 and the published cost of living increased to \$710 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, Lump-sum payments received because of delays in processing unemployment and welfare assistance. This does not apply to a lump sum payment for the delayed start of Social Security.
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Any payments that will begin during the next twelve (12) months must be included.
6. Alimony and child support, as awarded as part of a divorce or separation agreement unless the tenant certifies the income is not being provided and tenant takes all reasonable legal actions to collect amounts due, including filing with appropriate courts or agencies responsible for enforcing payment.
7. Interest, dividends and other income from net family assets (including income distributed from trust funds). On deeds of trust or mortgages, only the interest portion of the monthly payments received by the tenant is included.
8. 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)
9. Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets -not in Annual Income).
10. Recurring monetary contributions or gifts regularly received from persons not living in the unit. *(Includes rent or utility payments regularly paid on behalf of the tenant).*
11. Title II relocation payments authorized by the Uniform Relocation Act of 1970.
12. Welfare assistance payments made under the Temporary Assistance for Needy

Families (TANF) program.

13. 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).

14. 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. 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 received 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 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, child care) 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, child care, 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 child care 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 offenders 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 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.

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)

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**SECTION 11 – FAIR MARKET RENT/UTILITY
ALLOWANCE/SECURTY DEPOSIT/DEBT**

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Fair Market Rent

The LAA shall ensure that all rental units subsidized by BRAP are no higher than the local Fair Market Rents (FMR), or current established PHA payment standards. The FMRs are established by HUD and are updated on an annual basis. The FMR is the maximum allowable rent for a unit, including all utilities. The 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 BRAP. FMR schedules are published by HUD on an annual basis.

Payment Standards

Payment Standards: are used to calculate the housing assistance payment (HAP) that the Public Housing Authority (PHA) pays to the landlords. The range of possible payment standard amounts is based on HUD's published fair market rent (FMR) schedule for the FMR area in which the PHA has jurisdiction.

Each LAA has latitude in acceptance and use of local payment standards as determined by the local PHA and HUD. 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, but not less than HUD FMR. Each LAA must submit accepted payment standards to the CAA annually and abide by these rates in their administration plan.

The LAA shall ensure that all rental units subsidized by BRAP are no higher than the local Fair Market Rents (FMR) or current established PHA payment standards. The FMR/Payment Standards are the maximum allowable rent for a unit, including all utilities.

The BRAP program 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 BRAP.

Rent should be recalculated at each annual certification, move in, rent increase, and unit transfer. Under certain circumstances, when rent for a current unit changes, HUD FMR decreases, landlord requests a 45 day increase in rent, and UA changes, LAA's can request to go above established rates via the waiver process if they have documented that they have negotiated the rent directly with each Landlord with the goal of minimizing the total amount of rent paid. All attempts to negotiate rent must be documented in each BRAP Recipient's File.

Utility Allowance

The LAA shall 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, 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 (MSHA).

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 BRAP recipients 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.

Example:

- Round to the nearest whole dollar. For example at .49 cents and below round down to the nearest whole dollar, at .50 cents and above round up to the nearest whole dollar.
- Mary has selected an apartment that is \$400/month.
- Electricity is not included.
- Given her household size, the jurisdictional Utility Allowance is \$30 per month for electricity.
- The unit has an electric stove, giving an additional allowance of \$10. The total Utility Allowance in this case is \$40 (\$30+\$10).
- Her income is \$550 per month.
- Mary's total rent (40% of her income) is \$281, therefore, her rent payment after the Utility Allowance is \$241 (\$281-\$40). The Housing Assistance Payment (HAP) is \$159 (\$400-\$241).

Security Deposit

The LAA may pay the full security deposit on a unit for eligible participants who do not owe previous debt to the BRAP program upon entry.

If the landlord does not return the security deposit paid by the LAA after the tenant moves out due to some documented fault of the tenant (e.g., damages, breaking the lease, unpaid rent, etc.), the tenant shall be held responsible by the LAA for repayment of the amount withheld. Transfers to another DHHS sponsored subsidy source or Section 8 shall require repayment of the security deposit and other owed debt (e.g., past due rent and damages). The LAA shall notify the tenants in writing and attach an appeals procedure regarding such damages, retention of security deposit, documentation of rent arrears, or any other lease violation(s) resulting in debt owed by the tenant.

The LAA shall ensure that no more than one (1) security deposit is outstanding to any participant at a given point in time.

The LAA shall not hold a tenant responsible for the repayment of a security deposit if it is shown that it is being unlawfully withheld. The LAA, with support from the CAA, shall make all attempts to recover the security deposit from the landlord.

If a tenant is forced to move because a landlord will not make necessary HQS repairs, then the LAA may issue another security deposit to help the tenant make a smooth transition to a new unit. This does not apply to deficiencies resulting from the action or inaction of the tenant.

SECTION 12 – HOUSING QUALITY STANDARDS

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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 Inspection

The LAA shall ensure that an HQS Inspection is conducted by an HQS trained certified inspector prior to each tenant moving into a unit. The LAA shall not provide assistance for units that fail to meet the initial HQS. 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 Sample Move Out inspection Form for purposes of determining normal wear-and-tear and damage after a tenant moves from the unit.

The LAA shall ensure that all inspections are conducted with the landlord or management agent present.

The LAA shall utilize the HUD authorized HQS long form 52580-A on initial inspections .

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 (30) days to correct the deficiencies. If the tenant 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 (see Section 8, "Extensions", for policy on extensions of these deadlines). 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 authorized HUD HQS short form 52580 on all subsequent annual inspections. The LAA shall also utilize the short form for all re-inspections resulting from referrals or requests made by persons including, but not limited to: the BRAP recipient, landlord, service providers, Intensive Case Managers (ICMs), or other housing providers.

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 aid an agreement with the landlord about what is considered damage or what is considered to be normal wear and tear. The LAA shall document this process on an HQS form.

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SECTION 13 – LEAD BASED PAINT

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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 child care 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.

Staff Training

The LAA shall ensure that all newly hired staff have reviewed the following within two (2) weeks of their hire date:

- 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.
- 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 twelve (12) and twenty-four (24) months. If not previously screened, children ages thirty-six (36) to seventy-two (72) months that are in a high-risk group shall also be screened.

New Households

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one (1) or more children less than six (6) years of age, the LAA shall:

- 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 brochure.
- 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. The LAA staff performing the HQS inspection shall evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.

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. <http://www.maine.gov/dhhs/mecdc/environmental-health>

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. <http://www.maine.gov/dhhs/mecdc/environmental-health/rad/radon!hp-radon.htm>

SECTION 14 – RENT CALCULATIONS

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Rent Calculation and Certification Form Overview

The Rent Calculation and Certification 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, depending on available funding. The LAA shall calculate tenant rent at forty percent (40%) of a tenant's gross income. The LAA shall verify all income (according to Section 10, "Income Verification").

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 immediate 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 in to 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. (See Section 11, "Fair Market Rent/Utility Allowance/Security Deposit")

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. Tenant Total HAP \$'s Committed: This item is to be completed with each rent calculation. List the monthly rental assistance or HAP for each tenant. List the initial lease-up Costs the tenant requested and/or expended. Calculate the dollars expended to date for current admission if applicable. Multiply the monthly HAP by the number of months the client has been granted or has left in the program to get the projected amount. Sum \$'s Expended and \$'s Projected to calculate 1 year total commitment for both lease-up Costs and Rental Assistance Costs. Add the Total lease-up Costs and the Total Rental Assistance Costs to determine the Tenant Total HAP \$'s Committed.

ITEM 15. 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 16. 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 17. 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 15 – 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
- DHHS Housing Subsidy Appeals Procedure
- DHHS Rights of Recipients of Mental Health Services Manual

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SECTION 16 – 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 recipient, and the landlord; explaining the specific responsibilities of each. All HAP changes shall be documented by the LAA on the HAP Contract Amendment Form.

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SECTION 17 – SUBSIDY PORTABILTY

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Portability

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

There are two (2) distinct elements to portability:

1. Awarded Applicants
2. Current Program Participants.

The LAA in the region for which the tenant is transferring from (Originating LAA) must coordinate various issues with the LAA in the region for which the tenant is moving to (Receiving LAA).

The BRAP rental assistance subsidy is portable within the State of Maine for BRAP applicants and recipients 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 would 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 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 Waitlist notification, including the explanation of 'Transferred application to (insert Receiving LAA).
3. The Receiving LAA shall place the applicant on the Waitlist 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 Waitlist 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 'Waitlist protocol for BRAP' (according to Section 6, "Waitlist & Census")

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. Ensure the tenant is in Good Standing with the current landlord and LAA.
2. The Originating LAA shall send the following information to the 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 and Certification Form and back-up documents;
 - A document stating when the Originating LAA rental payments will be terminated; and
 - A document detailing subsidy debt owed and status of current unit security deposit
3. The Originating LAA shall submit to the CAA a BRAP Monthly Request noting the Transfer (TR) has taken place and when it occurred.
4. The Receiving LAA shall submit to the CAA a BRAP Monthly Request noting the Transfer (TR) has taken place and when it occurred. The Receiving LAA shall attach a copy of the Rent Calculation and Certification Form with transfer information, to the BRAP Monthly Request.
5. 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.
6. The CAA shall also include BRAP transfers, from one (I) region to another, on the report to the Department by Region.

SECTION 18 – BILLING INFORMATION

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Monthly Request Form

The Monthly Request Form shall be used by the LAA to make funding requests to the CAA. The request may be for rental assistance or written directives from the Department, and should include any adjustments for previous months. The LAA shall send the Request Form to the CAA by the eighth (8th) of the month preceding the month for which funding is requested. If the eighth (8th) of the month falls on a holiday or weekend, the monthly request is due the prior business day. For example, the CAA must receive the Monthly Request Form by June 8th for July rental assistance.

Completing the Monthly Request Form

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 BRAP funds for the month listed above. For each tenant, list the Monthly Apartment Rent, Monthly Tenant Rent, and Monthly BRAP Housing Assistance Payment (HAP). Remember: Apartment Rent= tenant Rent+ BRAP HAP. After all current tenant information is listed, add the individual BRAP HAPs and enter the total on the SUBTOTAL line.

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

UT- Unit transfer

MO- Tenant Move Out

TM- Termination An administrative fee should be calculated for the following types of adjustments:

MI-move-in

MO-move out

TM- Termination

Section III

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

Section IV

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

Subtotal Sections I, II, III, and IV

Add Section I, II, III, IV

Administrative Fee

The LAA may take an administrative fee of \$60 per occupied unit, per month. Administrative fees may be claimed for only the number of actual days the tenant received subsidy assistance from the LAA. A partial month's administrative fee is based upon \$2 per day, calculated on a thirty (30) day month, regardless of whether it is a twenty-eight (28) or thirty-one (31) day month.

Total Request

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

All Monthly Requests will be sent electronically to the designated CAA contact

*****Electronically submitted Monthly Requests must be password protected by the LAA to ensure that confidentiality is maintained. *****

SECTION 19 – ANNUAL and INTERIM RE-CERTIFICATIONS

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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, 2015.*

****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 Section 14 of 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, and the rent may be increased to FMR effective on the recertification anniversary date, with no thirty (30) day notice of increase.

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 and Certification 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 (according to Section 12, "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.

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 DHHS Housing Appeals Procedure (See the Effective Dates for Increase and Decrease in Tenant Rent and Assistance Payment at Recertification Chart below).

Effective Dates

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

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

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 (10) 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 in to 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.

FORMAL 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 Formal 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 Formal 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.

TENANT FAILURE TO COMPLY

The LAA shall follow the procedures below, for tenants who fail to meet recertification requirements:

- 1) Tenant shall be immediately terminated from BRAP; or
- 2) Tenant shall be given the opportunity to retroactively repay his/her portion of the rent to the LAA in lieu of immediate termination by use of the following options:
 - Pay 100% of account balance must be paid before move in or unit transfer, not to exceed thirty (30) days; or
 - Establishment of a legally assigned Representative Payee within thirty (30) days and a documented payment plan not to exceed twelve (12) months.

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SECTION 20 – SUBSIDY TERMINATION

The LAA shall terminate rental assistance if a participant violates conditions of occupancy and/or the Tenant Responsibility Agreement. 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 and or multiple minor violations.

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

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.

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SECTION 21 – REASONABLE ACCOMODATIONS

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. The LAA shall ensure that all such requests are submitted in writing to the CAA for determination.

The LAA shall ensure that each written request for a Reasonable Accommodation includes 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 (3'd) party.

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.