HOUSING MANUAL

Missouri Department of Mental Health
Housing Unit

Shelter Plus Care and Rental Assistance Program

Revised August 2015

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TABLE OF CONTENTS

Introduction

CHAPTER ONE General Obligations of the Key Parties

CHAPTER TWO Applying for DMH Housing Assistance Programs

CHAPTER THREE Calculating Participant Income and Rent

CHAPTER FOUR Processing and Administering SPC and RAP Vouchers

CHAPTER FIVE Monthly Invoices

CHAPTER SIX Hearings and Due Process

CHAPTER SEVEN Program Monitoring and Evaluation

CHAPTER EIGHT Forms and Online Resources

CHAPTER NINE Glossary of Housing Terms

INTRODUCTION

- *Purpose of the Housing Manual*
- *DMH Housing Mission*
- *Shelter Plus Care**
- *Rental Assistance Program**
- *Veteran Programs**
- *Policies and Objectives**
- *Federal Laws and Policies**
- *Access to Information**
- *DMH Housing Staff Contact Information**
- **Return to Table of Contents**

Purpose of the Housing Manual

This Manual establishes policies and procedures not found in federal or state regulations for the Missouri Department of Mental Health's (DMH) **Shelter Plus Care** (SPC) programs and **Rental Assistance Program** (RAP). Our aim is to provide standard concepts, definitions and procedures to enable efficient program administration and standardized collection of performance data. **The policies are the same for both programs unless otherwise noted.**

When the Manual does not otherwise explain an issue, DMH Housing follows the appropriate provisions of the McKinney-Vento Act, as amended by the HEARTH Act, and the Code of Federal Regulations. This Manual is subject to change depending on changes in funding contracts as well as changes in federal laws and regulations.

Where DMH receives funding to operate a specific government-funded housing program that has its own regulations and manual, those materials will govern the operation of that particular program and override any conflicting provisions in this Manual.

DMH Housing Mission

DMH is dedicated to combating the stigmas associated with mental illness, developmental disabilities, and substance abuse disorders. The mission of the DMH Housing Unit is to assist Missourians challenged by mental illnesses, substance abuse and developmental disabilities in obtaining and maintaining safe, decent, and affordable housing that meets their individual and family needs. The DMH Housing Unit believes that housing is a key to helping Missourians with disabilities and their families attain self-determination, self-sufficiency and re-integration into the community.

*Shelter Plus Care**

DMH Housing has been involved in providing affordable housing for persons with disabilities since 1994. In that year, DMH received three grants in a new program called Shelter Plus Care from the U.S. Department of Housing and Urban Development (HUD).

DMH's first few Shelter Plus Care (SPC) programs provided rental assistance to homeless individuals and families in St. Louis and Kansas City. Since 1999, DMH has greatly expanded the scope of its SPC programs, which in 2015 consisted of 43 grants serving counties where 70 percent of Missouri's citizens live.

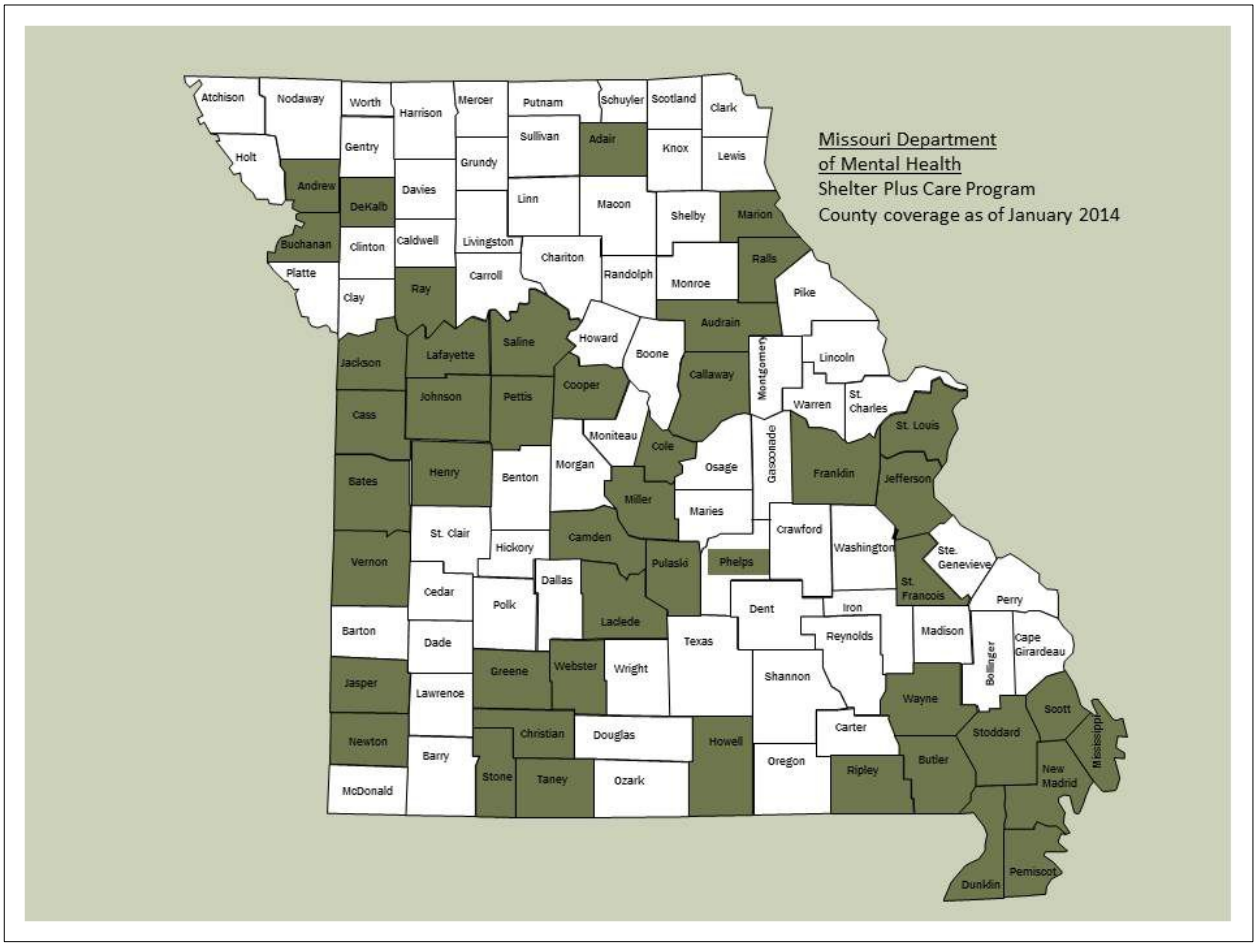
Prior to 2012, Shelter Plus Care was the name HUD gave to one specific funding source established by the McKinney-Vento Homeless Assistance Act of 1987 and associated regulations. As of July 2012, under the HEARTH Act and its regulations, Shelter Plus Care ceased to exist by that name and became part of a larger single source of funds called the Continuum of Care (CoC) Program. "Shelter Plus Care" continues to be DMH's name for its 43 permanent housing programs funded under HUD's CoC Program.

Below is a list of DMH's SPC grants and areas served as of August 1, 2015.

Shelter Plus Care Grant Area	Processing Center/Grant Code	Rental Units Budgeted	Grant Amount (as of 7/1/2015)
St. Louis Region			
St. Louis County	Queen of Peace Center (SZE)—Families	12	$634,320
St. Louis County	Queen of Peace Center (SZL)—Families	9	$477,240
St. Louis County	Places for People (SZA)—Chronic only	14	$113,429
St. Louis County	Places for People (SZF)—Chronic only	8	$289,260
St. Louis County	St. Patrick Center (SZN)—Veterans, Chronic only	7	$268,380
St. Louis County	Queen of Peace (SZQ)	20	$931,200
St. Louis City	St. Patrick Center (SCY)	39	$412,364
St. Louis City	Queen of Peace Center (SCS)—Sponsor-based	77	$734,409
St. Louis City	Queen of Peace Center (SCL)	146	$1,611,211
St. Louis City	St. Patrick Center (SCQ)—Chronic only	70	$558,245
St. Louis City	St. Patrick Center (SZB)—Chronic only	43	$1,050,840
St. Louis City	Queen of Peace Center (SZC)—Families	23	$194,603
St. Louis City	Places for People (SZP)—Sponsor-based	9	$372,240
St. Louis City	Queen of Peace (SZS)—Chronic only	35	$968,643
Regional Total		**512**	**$8,616,384**
Kansas City Region			
Jackson County	SAVE, Inc. (SCV)	50	$587,394
Jackson County	SAVE, Inc. (SCE)	100	$1,116,294
Jackson County	SAVE, Inc. (SCK)	162	$1,866,747
Jackson County	SAVE, Inc. (SCM)	25	$286,565
Jackson County	SAVE, Inc. (SCI)	26	$289,631
Jackson County	SAVE, Inc. (SCD)—Chronic only	15	$131,623
Jackson County	SAVE, Inc. (SZD)—Chronic only	10	$86,973
Jackson County	SAVE, Inc. (SZG)—Chronic only	12	$511,560
Jackson County	Kim Wilson Housing (SCO)	9	$89,002

Shelter Plus Care Grant Area	Processing Center/Grant Code	Rental Units Budgeted	Grant Amount (as of 7/1/2015)
Jackson County	Kim Wilson Housing (SCZ)—Chronic only	35	$320,560
Jackson County	Kim Wilson Housing (SCX)—Chronic only	21	$190,526
Regional Total		**465**	**$5,476,875**
Other Cities and Rural Areas			
Bootheel Area	Delta Area Economic Opportunity Corporation (SCB)	17	$126,361
Branson Area	Ozark Area Community Action Corporation (SCT)	17	$135,502
Central Missouri Area	Central Missouri Community Action Agency (SZM)	11	$358,260
Farmington Area	Eastern Missouri Action Agency (SCF)	21	$161,773
Hannibal Area	Vandalia Housing Authority (SCH)	22	$161,831
Jefferson/Franklin Counties	COMTREA (SZH)	9	$402,660
Joplin Area	Economic Security Corporation (SCN)	24	$193,913
Joplin Area	Economic Security Corporation (SZJ)—Chronic only	1	$28,140
Kirksville Area	Housing Authority of the City of Kirksville (SCA)	14	$107,361
Kirksville Area	Preferred Family Healthcare (SZR)—Sponsor-based	12	$340,800
Nevada Area	Pathways Behavioral Health (SZK)	7	$212,880
Outer KC Metro Area	Kim Wilson Housing (SZI)	9	$442,080
Poplar Bluff Area	Ozark Foothills Regional Planning Commission (SCP)	23	$159,392
Rolla Area	Missouri Ozarks Community Action, Inc. (SCR)	18	$132,814
Springfield Area	Ozark Area Community Action Corporation (SCG)	17	$140,729
St. Joseph Area	Kim Wilson Housing (SCJ)	30	$249,098
West Central Area	Missouri Valley Community Action Agency (SZO)	10	$327,420
West Plains Area	Ozark Action, Inc. (SCW)	17	$123,324
Regional Total		**279**	**$3,804,338**
TOTALS			
43 grants		**1256 households**	**$17,897,597**

The map below shows the counties in Missouri served by DMH's SPC programs.

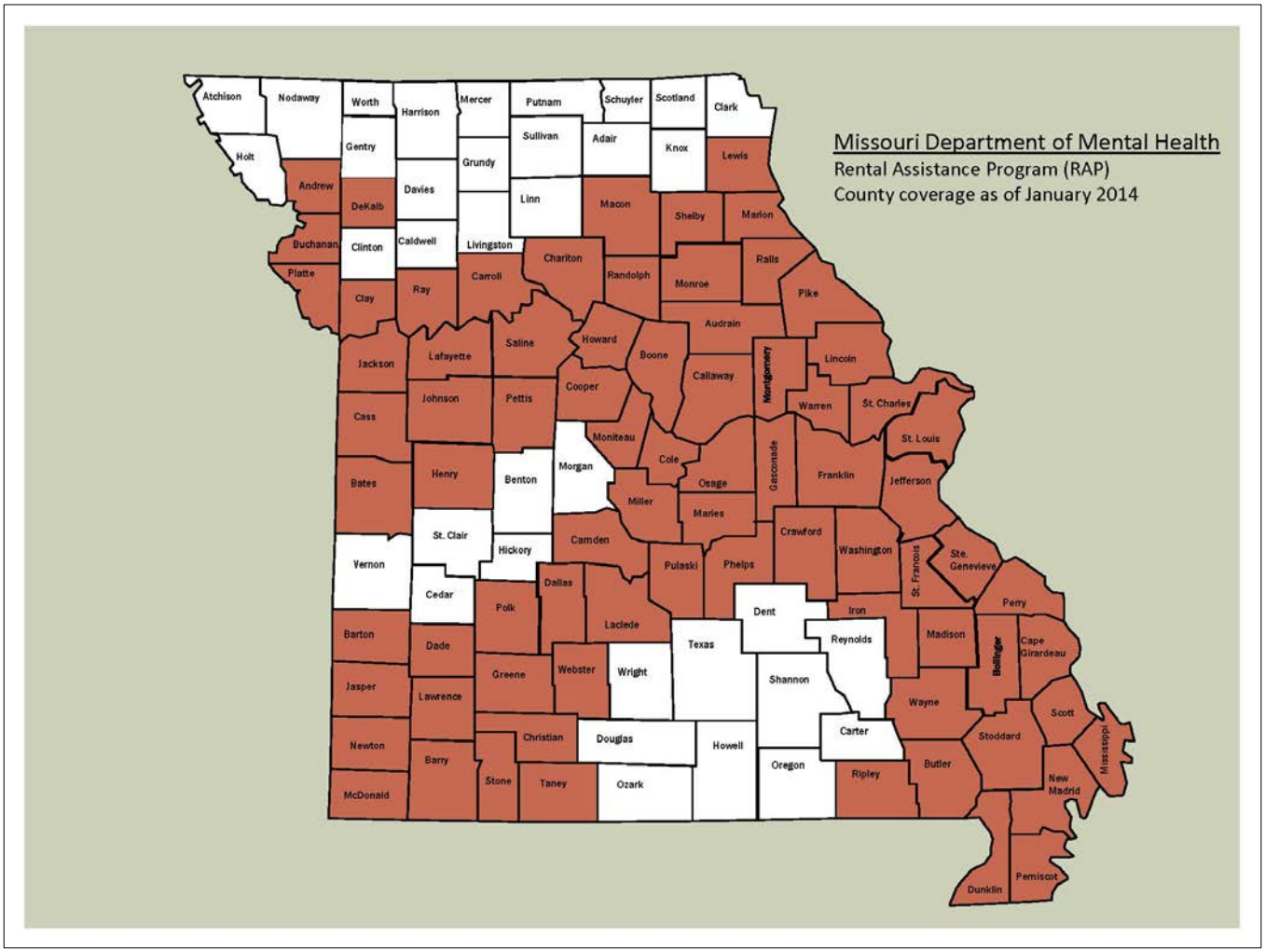


Return to Top of Introduction

*Rental Assistance Program**

DMH received funds from the Missouri Housing Trust Fund (MHTF) in 1996 to provide long-term rental assistance to persons with mental illness, substance abuse disorders and developmental disabilities. That funding ended in 2002 and DMH has since used its own funds to operate what is now called the Rental Assistance Program (RAP). RAP is a transitional rental subsidy program limited to two years of assistance and designed to assist people who are served by the Department of Mental Health who are experiencing a housing crisis to transition to permanent housing. The map below shows the counties served by DMH's RAP program.

In 2013, DMH Housing began using RAP funds to also pay one-time assistance in order prevent homelessness and eviction.



*Veteran Programs**

DMH Housing has two programs specifically designed to provide supportive housing for homeless veterans:

- **Shelter Plus Care.** DMH Housing has one Shelter Plus Care grant that is limited to chronically homeless veterans located in St. Louis County. Applicants must be considered chronically homeless per HUD's definition, and be disabled per HUD's definition (see Chapter 2, "Eligibility for Shelter Plus Care"). Most Applicants typically apply through a St. Louis VA facility, but some have applied through other mental health services agencies in the St. Louis area such as Places for People. The grant began operation in 2012.

- **VA Grant and Per Diem Program.** DMH has partnered with St. Patrick Center of St. Louis in its Project HERO since 2009. HERO stands for Housing, Employment, Recovery, and Opportunities, and through DMH's VA Per Diem grant, provides transitional rental assistance for up to 50 resident male veterans who have been

homeless and have serious mental illness, substance abuse disorders, or a dual diagnosis of these. The two-year program also provides intensive case management that includes financial and employment counseling. Project HERO is located in a beautifully restored building at 4011 Delmar in St. Louis. Complete information about Project HERO is available at:

http://www.stpatrickcenter.org/our-programs/project-hero/

Information about the Department of Veterans Affairs Grant and Per Diem Program is available at:

http://www.va.gov/homeless/GPD.asp

*Policies and Objectives**

DMH Housing shall comply with the personnel policies of DMH and of the State of Missouri. All housing assistance programs administered by DMH Housing shall comply with applicable federal, state and local laws, rules and regulations.

DMH Housing fully complies with federal, state and local nondiscrimination laws and operates in accordance with the rules and regulations governing fair housing and equal opportunity in housing and employment.

Specifically, DMH Housing shall not deny any family or individual the opportunity to apply for or receive assistance under DMH's housing assistance programs because of race, color, gender, gender identity, sexual orientation, religion, creed, national or ethnic origin, age, family or marital status, disability, or source of legal income.

To further DMH's commitment to full compliance with applicable civil right laws, DMH Housing will provide federal, state and, where practical, local information to all Participants regarding housing discrimination and any recourse available to them if they feel they have been the victim of discrimination in housing. Such information will be made available as part of the information packet each program Participant receives at their initial program intake meeting.

Information about state landlord-tenant law is available in a publication from the Missouri Attorney-General's office called, "Missouri's Landlord-Tenant Law." This publication (revised April 2015) is available at the Web site of the Missouri Attorney-General at:

http://ago.mo.gov/docs/default-source/publications/landlord-tenantlaw.pdf?sfvrsn=4%20

*Federal Laws and Policies**

DMH Housing complies with the requirements of the McKinney-Vento Act as amended by the HEARTH Act, and with the Code of Federal Regulations. In particular, DMH Housing strives to ensure that all children in households assisted by its Shelter Plus Care programs connect to appropriate services in their communities such as Head Start, or are enrolled in their school of origin to avoid disruption of their education.

For all households with children assisted by DMH Shelter Plus Care programs, Processing Centers provide information to both the Program Participant and to the Case Manager regarding the local school districts' Homeless Coordinators and the Missouri Department of Elementary and Secondary Education's (DESE) efforts to ensure full access to a free and appropriate public education for children in households experiencing homelessness. This includes ensuring full and equal access to all federally, locally and state-funded pre-school programs, food programs and before-and-after school care programs, as well as ensuring that homeless children are not segregated in any way from their peers.

Complete information on DESE's efforts with homeless children and runaway youth is available at:

http://dese.mo.gov/quality-schools/federal-programs/homeless/serving-homeless-children

*Access to Information**

DMH Housing strives to maintain complete information about its programs and affordable housing resources in Missouri generally at its Web site. The main page of the DMH Housing Web site is located within the Department of Mental Health's Web site at:

http://dmh.mo.gov/housing/housingunit/

Users of this manual are encouraged to use the information presented at the Web site and to suggest changes and additional content whenever appropriate. Send suggestions for content and comments to DMH Housing at **housing@dmh.mo.gov**.

DMH Housing also maintains a social media presence. Follow us at:

- Facebook: **https://www.facebook.com/dmhhousing**
- Twitter: **https://twitter.com/@DMHHousing**

*DMH Housing Staff Contact Information**

See below for complete contact information for each DMH Housing staff person and the areas and subjects they cover:

DMH Central Office, 1706 East Elm Street, P.O. Box 687, Jefferson City, MO, 65102:

Liz Hagar-Mace, Housing Director
Phone: 573-522-6519
E-mail: **liz.hagar-mace@dmh.mo.gov**
Contact Liz with questions about:

- DMH Shelter Plus Care Programs
- DMH Rental Assistance Program (RAP)
- Statewide housing and homelessness issues
- The Governor's Committee to End Homelessness
- The Missouri Balance of State and Springfield Continuums of Care
- Affordable and permanent supportive housing development

Edwin Cooper, Affordable Housing Consultant
Phone: 573-751-8208
E-mail: **edwin.cooper@dmh.mo.gov**
Contact Edwin with questions about:

- DMH Shelter Plus Care grants in non-metropolitan and rural areas of the state
- Development and funding of supportive housing projects for people with disabilities statewide
- Housing and homelessness issues in rural/non-metropolitan Missouri
- The Balance of State Continuum of Care

Return to Top of Introduction

Dirk Cable, Housing Development Officer
Phone: 573-526-3125
E-mail: **dirk.cable@dmh.mo.gov**
Contact Dirk with questions about:

- DMH Shelter Plus Care programs in the Joplin area
- DMH Rental Assistance Program (RAP)
- The Joplin area Continuum of Care
- Shelter Plus Care invoice processing and other DMH Housing data issues
- DMH Housing Web site, social media, publications, and manuals

Maggie George, Housing Development Officer
Phone: 573-522-2120

E-mail: **maggie.george@dmh.mo.gov**
Contact Maggie with questions about:

- Status of applications for Shelter Plus Care (all programs throughout the state)
- Status of Shelter Plus Care applicants waiting for assistance (all programs throughout the state)
- Eligibility for Shelter Plus Care generally

Melissa Presley, Administrative Office Support Assistant
Phone: 573-751-9206
E-mail: **melissa.presley@dmh.mo.gov**
Contact Melissa with questions about:

- General information about the DMH Housing Unit and its activities
- DMH Housing unit events, meetings, and conferences
- Status of Shelter Plus Care applications
- Monthly invoice processing for all DMH Housing assistance programs
- Obtaining DMH Housing forms, publications, and related information

In St. Louis, 5400 Arsenal, M.S. A-419, St. Louis, MO, 63139

Judy Johnson, Affordable Housing Consultant
Phone: 314-877-3375
E-mail: **judy.johnson@dmh.mo.gov**
Contact Judy with questions about:

- DMH Shelter Plus Care programs in the St. Louis Metropolitan region
- Other Department of Mental Health housing assistance programs in the St. Louis region
- Housing and homelessness issues in the St. Louis region
- The St. Louis City and St. Louis County Continuums of Care

In Kansas City, 2600 East 12th Street, Kansas City, MO, 64127

Amy Copeland, Affordable Housing Consultant
Phone: 816-482-5765
E-mail: **amy.copeland@dmh.mo.gov**
Contact Amy with questions about:

- DMH Shelter Plus Care programs in the Kansas City Metro region and the St. Joseph region

- Other Department of Mental Health housing assistance programs in the Kansas City and St. Joseph regions
- The Kansas City Regional and St. Joseph Continuums of Care
- Housing and homelessness issues in the Kansas City and St. Joseph regions
- Development and funding of supportive housing projects for people with disabilities in the Kansas City and St. Joseph regions

- **Return to Table of Contents**
- **Return to Top of Introduction**

CHAPTER ONE—General Obligations of the Key Parties

- *Obligations of DMH Housing**
- *Obligations of Case Managers*
- *Obligations of Provider Agencies**
- *Obligations of Processing Centers**
- *Obligations of Landlords**
- *Obligations of Participants**
- **Return to Table of Contents**

The success of DMH's housing programs relies on the diligence and cooperation of all the parties involved in the housing assistance process. This chapter explains what responsibilities and obligations rest with each party. The parties consist of:

- **DMH Housing** – a unit within the Missouri Department of Mental Health that administers the funds for Shelter Plus Care and RAP
- **Case Managers** – employees of mental health service provider agencies that coordinate supportive services for program participants
- **Provider Agencies** – DMH-contracted mental health service provider agencies
- **Processing Centers** – social service and housing agencies contracted with DMH to locally administer Shelter Plus Care and RAP programs
- **Landlords** – owners and/or managers of rental properties who lease to Shelter Plus Care and RAP Participants
- **Program Participants** – persons with disabilities who have been found eligible to receive housing assistance through the Shelter Plus Care and RAP programs

*Obligations of DMH Housing**

- **Manage Priority Lists.** DMH Housing establishes and manages priority lists for all SPC programs unless written contractual agreements are made with another agency to do so. Sponsor-based and project-based SPC programs manage their own lists.
- **Monitor Program Performance**. DMH Housing monitors each housing program's performance and ensures contract compliance. DMH Housing makes site visits to Processing Centers to review Programs and provides ongoing, up-to-date technical assistance.
- **Ensure Uniformity**. DMH Housing ensures uniformity of practice among the Processing Centers, fulfillment of funding contracts and adherence to applicable laws. DMH Housing must give its approval to any changes or additions to the materials and procedures used for a DMH housing assistance program.

- **Determine Eligibility**. DMH Housing reviews all applications for eligibility and notifies Case Managers whether or not an Applicant is eligible.
- **Make Referrals**. DMH Housing coordinates the referral of Applicants who have been found eligible for assistance to the appropriate Processing Center.
- **Monitor Program Expenditures**. DMH Housing monitors the on-going expenditure of all program funds to ensure the maximum use and effectiveness of funds. This includes monitoring the amount of tenant-paid rent contributed to each program and the value of supportive services being provided to Participants.
- **Monitor Service Delivery**. DMH Housing monitors the delivery of mental health services and supportive services to Participants to help ensure Participants' housing stability.
- **Monitor Zero Income**. DMH Housing monitors Participants who report $0 income. Zero Income Participants are tracked by DMH Housing to ensure that they apply for benefits and/or employment in a timely manner.

Obligations of Case Managers

- **Assess Applicants' Housing Needs and Goals**. The Case Manager must assess an Applicant's needs for housing and the Applicant's ability to live independently as part of a Service Plan prior to submitting an application.
- **Help Complete and Submit Applications**. The Case Manager assists the Applicant in filling out an application for housing assistance; and helps the Applicant through other paperwork that will initiate participation in a Program.
- **Attend Intake Meeting**. The Case Manager must attend the initial intake meeting with the Applicant at the Processing Center.
- **Assist With Housing Search**. The Case Manager assists the Participant in the process of locating a unit within 30 days of the Program voucher issue date. If more time is needed, the Case Manager must notify the Processing Center and show in writing why it is needed. Requests for extensions of time are reviewed by DMH Housing staff on a case-by-case basis.
- **Provide Initial Housing Case Management**. The Case Manager must maintain a level of in-person contact with the Participant commensurate with what is described in the Service Plan submitted to DMH Housing as part of the Application for Shelter Plus Care. The Case Manager must notify the Participant, DMH Housing, and the Processing Center when a new Case Manager is assigned.
- **Deliver Supportive Services**. The Case Manager provides supportive services as established by the Participant's Service Plan, and arrange for additional supportive services as necessary to assist the Participant in their independent living situation.

DMH Housing strongly recommends a minimum of one home visit per quarter by the Case Manager, or more as needed. If the Participant moves services to a new service provider, the Case Manager must assist in the transition to the new provider.

- **Transfer Support Services to New Unit**. The Case Manager ensures that the Participant gets moved into the new unit, and that all benefits and appropriate services are properly transferred.
- **Manage Clinical Issues**. The Case Manager manages any clinical issue that arises and work with the Processing Center and DMH Housing when a clinical issue affects the housing situation. The Case Manager will notify the Processing Center when a Participant has become non-compliant with their support services plan.
- **Increase Participant Income**. The Case Manager ensures that Participants who report zero income apply for benefits and/or employment in a timely manner. Case Managers may be asked to verify that the Participant is actively engaged in activities that will enhance their ability to gain employment, is seeking employment, or that benefits were denied and an appeal has been filed.
- **Follow Up**. Follow up on other specific situations requiring case management action outlined in this Manual, i.e., due process hearings, family composition and income changes.

Return to Top of Chapter 1

*Obligations of Provider Agencies**

- **Assure Long-Term Support Services**. Service provider agencies must assure that Participants have access to supportive services they need to obtain and maintain housing stability.
- **Document the Financial Value of Support Services**. The service provider must have a means for documenting and, if requested by DMH Housing, reporting on the financial value of services received by a Participant in a DMH housing assistance program.

*Obligations of Processing Centers**

- **Maintain Participant Files**. The Processing Center must maintain a complete file record of each Participant's enrollment in a Program. Participant files **must** be maintained in a manner that makes the information accessible and legible to DMH Housing and other authorized parties, such as HUD, for purposes of conducting audits and program reviews.
- **Conduct Applicant Intake Meetings**. The Processing Center arranges Program intake meetings to educate Applicants on the policies and procedures of the

Program for which they've been approved. Processing Center staff reviews and updates the DMH referral information during the intake meeting and informs DMH Housing of any major changes. If the Applicant's household has children, the Processing Center provides information to assist the Applicant and the Case Manager access information about school enrollment and other educational programs such as Head Start.

- **Verify Program Eligibility**. Processing Center staff are responsible for verifying and documenting in detail certain aspects of Program eligibility for a new Program Participant. These consist of household income and household composition.
- **Recertify Participant Eligibility**. The Processing Center must annually recertify eligibility for all Participants and maintain accurate documentation of eligibility. DMH Housing may require additional recertifications to be made whenever Participants experience changes in circumstances that substantially affect their overall eligibility for the program.
- **Conduct HQS Inspections**. To ensure that all Participants live in safe and decent housing, the Processing Center must conduct a Housing Quality Standards (HQS) inspection of a Participant's chosen rental unit before the Participant moves in. All units rented by Participants must be re-inspected annually by the Processing Center. DMH Housing staff may do quality control inspections to verify that HQS inspections are being done properly.
- **Review and Approve the Lease**. The Processing Center reviews and approves any lease or occupancy agreement signed between a Landlord and a Participant enrolled in a program. The purpose of the approval is to ensure that program-required lease provisions are included in the lease, and that the lease complies with Missouri landlord-tenant laws. If the lease does not meet these standards, the tenant cannot receive assistance for that unit.
- **Submit Timely and Accurate Monthly Invoices to DMH Housing**. In connection with paying rent subsidies to Landlords in a timely fashion, Processing Centers must submit accurate monthly invoices for rents and related costs to DMH Housing on a schedule set by DMH Housing. Processing Centers must be equipped to submit invoices electronically in a manner that protects Participants' personal information.
- **Provide On-Going Housing Administration**. The Processing Center is responsible for handling local housing administration, including adjusting total tenant payments, making interim HQS inspections, handling damage claims by Landlords, giving 30-day move-out notices to Landlords, etc.
- **Coordinate With Responsible Parties**. The Processing Center coordinates with

Case Managers, Landlords, and DMH Housing as needed on issues involving unit habitability, emergency situations, security, tenant compliance and Landlord compliance with Program requirements

- **Conduct Landlord Outreach**. Processing Centers encourage Landlords of decent, safe, and affordable housing to lease units to Program Participants, and to publicize their available units.
- **HMIS Data Entry**. When HMIS data entry is part of a Processing Center's contract, the Processing Center must have at least one trained staff person designated as a user of the local homeless management information system. Processing Centers are obligated to accurately enter required Participant data in their Continuum of Care's HMIS in an ongoing and timely manner; to arrange staff training for HMIS with the Continuum's HMIS provider when needed; and to respond to DMH requests for HMIS data reports in a timely manner, including HUD Annual Progress Reports.

Below is a list of agencies contracted with DMH to do Shelter Plus Care and RAP client processing as of August 2015:

Agency Name	Address	Phone Numbers
CMCA—Central Missouri Community Action	807-B North Providence Road Columbia, MO 65203-4359	573-443-8706 **FAX** 573-777-5220
COMTREA	227 Main St. Festus, MO 63028	636-931-2700 **FAX** 636-931-6441
DAEOC—Delta Area Economic Opportunity Corp.	99 Skyview Road Portageville, MO 63873	573-379-3851 **FAX** 573-379-5988
EMAA—East Missouri Action Agency, Inc.	PO Box 308 403 Parkway Dr. Park Hills, MO 63601	573-431-5191 **FAX** 573-431-2426
ESC—Economic Security Corp. of the Southwest Area	PO Box 207 302 S. Joplin Joplin, MO 64802	417-781-0352 **FAX** 417-781-1234
HACK—Housing Authority for City of Kirksville	100 Valley Forge Drive PO Box 730 Kirksville, MO 63501	660-665-8539 **FAX** 660-665-1308
KWH—Kim Wilson Housing	730 Armstrong Ave. Kansas City, KS 66101	913-233-3356 **FAX** 913-233-3357
MOCA—Missouri Ozarks Community Action, Inc.	306 South Pine St. PO Box 69 Richland, MO 65556	573-765-4509 **FAX** 573-765-5624
MVCAA—MO Valley Community Action Agency	1415 S. Odell Marshall, MO 65340	660-886-7476 **FAX** 660-886-5868
OACAC—Ozarks Area Community Action Corporation	215 South Barnes Springfield, MO 65802	417-862-4314 **FAX** 417-873-3360
OAI—Ozark Action, Inc.	PO Box 588 710 East Main West Plains, MO 65775	417-256-6147 **FAX** 417-255-2967
OFRPC—Ozark Foothills Regional Planning Commission	3019 Fair St. Poplar Bluff, MO 63901	573-785-6402 **FAX** 573-686-5467

Agency Name	Address	Phone Numbers
Pathways Community Behavioral Health	1800 Community Drive Clinton, MO 64735	660-885-8131 **FAX** 816-318-3130
Places for People	4130 Lindell St. Louis, MO 63108	314-615-9105 **FAX** 314-535-6037
Preferred Family Healthcare, Inc.	900 E. LaHarpe St. Kirksville, MO 63501	660-665-1962 **FAX** 660-665-3989
QOP—Queen of Peace Center	325 North Newstead St. Louis, MO 63108	314-531-0511 **FAX** 314-531-5843
SAVE, Inc.	PO Box 45301 Kansas City, MO 64171	816-531-8378 **FAX** 816-531-4817 or 531-0669
St. Patrick's Center	800 N. Tucker St. Louis, MO 63101	314-802-0700 **FAX** 314-802-1980
Vandalia Housing Authority	1001 S. Maple Vandalia, MO 63382	573-594-3712 **FAX** 573-594-2861

Return to Top of Chapter 1

*Obligations of Landlords**

- **Maintain Landlord-Tenant Relationships**. Landlords must comply with the provisions of leases and HAP contracts, and state, federal, and local fair housing statutes and ordinances. Landlords must perform regular maintenance, and perform all management and rental functions as required by Missouri landlord-tenant laws.
- **Report Landlord-Tenant Issues**. The Landlord must notify the Processing Center of any disputes between the Landlord and a Participant, and may request a meeting with the involved parties to attempt resolution.
- **Supply Vacancy Information**. Landlords and property managers working with Processing Centers should keep Processing Centers informed of vacancies in their units.
- **Evictions**. If the Landlord evicts a Participant, the eviction must be handled legally under the provisions of Missouri landlord-tenant laws, just as for any other tenant. The Landlord must give the Processing Center written notice of eviction at the same time the Participant is notified.
- **Discrimination Prohibited**. Landlords shall not discriminate against Participants on the grounds of race, color, creed, religion, gender, gender identity, sexual orientation, national origin, disability, age, marital status, or legal source of income.

*Obligations of Participants**

- **Cooperate In Fulfilling Program Requirements**. Participants assist DMH Housing and Processing Centers by providing information that certifies their initial and continuing eligibility and establishes what share of the rent they will pay. Participants must sign an information release that allows personal information to

be shared, in compliance with HIPAA, with DMH Housing, Processing Centers, Landlords and applicable support services.

- **Find a Qualified Unit**. Participants must select a unit which falls under the guidelines of the program and which passes a HQS inspection. Participants must allow the Processing Center to inspect the rental unit before initial move-in and at annual recertification.
- **Compliance With Lease and Household Obligations**. Participants must comply with all the terms of their lease as well as the terms of the Household Obligations, including allowing inspections of the unit.
- **Notify Processing Center of Communications With Landlord**. Participants must notify the Processing Center of any communications they receive from Landlords that may affect their continued tenancy.
- **Report Changes In Income and Family Composition**. Participants must report changes in this information to both the Processing Center and to their Case Manager, and are responsible for responding to requests from the Processing Center to update this information.
- **Comply With Program Policies**. Participants are required to know program policies and to abide by them. These include, but are not limited to the requirement that the unit be used as the Participant's primary residence; giving proper notice before moving out of a rental unit; and knowing that the Participant may be responsible for damages incurred in the unit.
- **Zero Income**. Participants who enter the program without any income must work with their Case Manager to increase income through obtaining benefits or employment.

▪ Return to Table of Contents
▪ Return to Top of Chapter 1

CHAPTER TWO—Applying for DMH Housing Assistance Programs

- *Eligibility for Shelter Plus Care**
- *Documenting Disability**
- *Documenting Homelessness*
  - *FORM—Applicant Homelessness History (Sample)*
- *Shelter Plus Care Application Policies and Procedures**
- *Shelter Plus Care Priority List Policies**
- *Service Needs Assessment Policies**
  - *FORM—SPC Application, Attachment B—Part 1, Service Needs*
- *Eligibility for Rental Assistance Program (RAP)**
- *Rental Assistance Program Application Policies and Procedures**
- *Who Verifies SPC and RAP Eligibility?*

- **Return to Table of Contents**

*Eligibility for Shelter Plus Care**

DMH Housing does not accept applications for Shelter Plus Care directly from persons in need of assistance. An application for Shelter Plus Care must be submitted by an agency that has the ability to verify an Applicant's disability status and homeless status. This means that an Applicant must have, at the time he or she applies, a relationship with an agency or practitioner that includes a complete assessment and diagnosis of the Applicant's disabling condition.

Eligibility for DMH's Shelter Plus Care (SPC) programs is based on the following:

Disability. Applicants must have a disability as defined by HUD in 24 CFR Section 582.5, which states:

> (1) A person shall be considered to have a disability if he or she has a disability that:
>
> (i) Is expected to be long-continuing or of indefinite duration;
>
> (ii) Substantially impedes the individual's ability to live independently;
>
> (iii) Could be improved by the provision of more suitable housing conditions; and
>
> (iv) Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury.
>
> (2) A person will also be considered to have a disability if he or she has a developmental disability, as defined in this section.
>
> (3) A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

HUD defines a developmental disability, also at 24 CFR Section 582.5, as:

> (1) A severe, chronic disability of an individual that—
>
> (i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

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

(iii) Is likely to continue indefinitely;

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

(A) Self-care;

(B) Receptive and expressive language;

(C) Learning;

(D) Mobility;

(E) Self-direction;

(F) Capacity for independent living;

(G) Economic self-sufficiency; and

(v) Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Based on the above, DMH's SPC programs are designed to serve persons with the following disabilities, and Applicants must have one of the following disabilities to qualify for Shelter Plus Care:

- A serious mental illness;
- An alcohol and/or drug use disorder;
- A developmental disability; or
- A diagnosis of AIDS or of HIV infection

Homelessness. Applicants must be currently homeless as defined by HUD for Continuum of Care (CoC) permanent housing programs by 24 CFR Section 578.3. HUD has stated that CoC permanent housing programs may serve only persons who are actually homeless, not at risk of homelessness, and therefore only paragraph (1) of the definition applies to permanent housing programs like Shelter Plus Care. "Homeless" under paragraph (1) of the definition means:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she 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;

Return to Top of Chapter 2

Chronic Homelessness. All DMH Shelter Plus Care programs give priority to individuals and households who meet the definition of chronic homelessness, and several individual programs serve chronically homeless households exclusively. 24 CFR Section 578.3 defines chronic homelessness as:

(1) An individual who:

(i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

(ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and

(iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

(2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or

(3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

For very detailed information on chronic homelessness, see HUD's publication, "Defining Chronic Homelessness: A Technical Guide for HUD Programs," at:

http://www.hudhre.info/documents/DefiningChronicHomeless.pdf

Note that this publication predates the definition of chronic homelessness shown above, but is still accurate in all other respects.

Income Limit. Applicants may have a maximum household income of 50% of their Area Median Income (AMI). HUD publishes revised AMI's annually at:

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

*Documenting Disability**

An Applicant's disability is documented in the Shelter Plus Care Program Application, Attachment A, "Verification of Disability," or in the Rental Assistance Program (RAP) Application, Attachment A. HUD regulations require disability to be documented by a person who is licensed by the state to diagnose an eligible condition: a serious mental illness, substance use disorder, developmental disability, or AIDS/HIV infection. Although RAP is not federally funded, DMH uses the same standards in that program.

The State of Missouri licenses (or recognizes the licensing of) these professions to diagnose the disabilities listed on Attachment A:

- Advanced Practice Registered Nurse
- Licensed Clinical Social Worker
- Licensed Professional Counselor
- Physician
- Psychiatrist
- Psychologist

Some of the above professions may have forms of interim or partial licensure that also allow diagnosis. If DMH Housing receives an application with Attachment A completed by a professional with an interim or provisional form of licensure, DMH Housing will contact the person or agency submitting the application to request documentation that diagnosis is within that person's scope of practice.

Return to Top of Chapter 2

Documenting Homelessness

Homelessness documentation requirements for CoC permanent housing programs such as Shelter Plus Care are established by 24 CFR Section 576.500(b). DMH Housing requires all applications for Shelter Plus Care to document both *current homelessness* and *homelessness history* for the past three years so that each Applicant can be evaluated for chronic homelessness.

To document **current homelessness**, submit the following with an Application for Shelter Plus Care:

- For an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, provide a written eye-witness observation from a case manager, outreach worker or other homeless services worker able to personally verify the applicant's street homelessness. Describe in as much detail as

possible; include locations, dates, and in what way the situation constitutes a place not meant for human habitation. This document must be on agency letterhead, and must be signed and dated by the author.

- For an individual or family living in a supervised publicly or privately operated shelter, provide a letter from the shelter facility verifying the date(s) of entry and/or exit and that the Applicant currently resides there; or, instead of a letter from the shelter, you may provide a printout from a Homeless Management Information System (HMIS) showing recorded shelter stays. You must ***also*** provide a letter by the case manager or homeless outreach worker verifying personal knowledge that the Applicant is homeless. This document must be on agency letterhead, and must be signed and dated by the author.
- For Applicants living in transitional housing programs, provide a letter from the transitional program verifying the date of entry and current residence; and documentation that the Applicant's housing immediately prior to the transitional program was either emergency shelter or living in a place not meant for human habitation (shelter letter, HMIS printout, or written observation of Applicant's former street homelessness from an eye-witness).
- For an individual who is exiting an institution where he or she 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, provide a signed and dated verification from the institution that the applicant has resided there for 90 days or less and is about to exit the institution; and documentation that the Applicant's housing immediately prior to the institutional facility was either emergency shelter or a place not meant for human habitation (shelter letter, HMIS printout, or written observation of Applicant's former street homelessness from an eye-witness).

Note that in <u>many</u> cases, documenting current homelessness requires more than one piece of documentation. For a person who has recently resided in an institution for 90 days or less and who was homeless immediately prior to that situation, DMH must receive documentation for both the homelessness and the institutionalization.

All letters described above must be on agency letterhead, and must be signed and dated by the author. A letter missing any of these characteristics cannot be considered valid documentation.

Current homelessness must be re-verified in the same manner as described above if the Applicant is referred for SPC assistance more than 30 days after their eligibility is established.

To document **homelessness history** for the past three years, DMH Housing strongly recommends recording the Applicant's periods of homelessness in a chronological format as shown in the Application for Shelter Plus Care, or on a separate sheet as shown in the sample on the next page:

FORM—Applicant Homelessness History (Sample)

[*Agency Letterhead*]

[*Date*]

To DMH Housing:

My client, Jane Smith, is homeless per HUD's definition. Jane Smith's housing history for the past three years consists of:

Beginning Date	Ending Date	Whereabouts	Documented?
8/1/13	Present	Forest Avenue emergency shelter, Kansas City, MO	Yes
5/1/13	7/30/13	City Union Mission emergency shelter, Kansas City, MO	Yes
4/1/13	4/30/13	Staying with friends, Kansas City, MO	No
4/1/12	3/30/13	Salvation Army transitional housing, Kansas City, MO	Yes
12/1/11	3/31/12	Forest Avenue emergency shelter, Kansas City, MO	Yes
8/1/11	11/30/11	Rescue Mission, emergency shelter, Kansas City, MO	Yes
7/16/11	7/31/11	Staying with friends, Springfield, MO	No
5/1/11	7/15/11	The Kitchen, emergency shelter, Springfield, MO	Yes
3/1/11	4/1/11	Staying with family, Springfield, MO	No
11/1/10	2/28/11	Haven Shelter, emergency shelter, Denver CO	Yes

Please see the attached supporting documentation of these episodes of homelessness.

Sincerely,

[*Case Manager Name*], [*Agency Name*]

Return to Top of Chapter 2

For homelessness history, you need not document stays with family or friends, or any other situation that does not constitute homelessness per the definition found earlier in this chapter. Documentation of homelessness history can consist of:

- Dated letters from emergency shelters stating the Applicant's entry and exit dates to and from the shelters;
- Printouts of HMIS data or reports showing dates of shelter stays;
- Letters from persons other than the Applicant verifying by eyewitness account that the Applicant slept in places not meant for human habitation (e.g., a vehicle, an abandoned building, a park bench, etc.).
- Letter verifying stays in transitional housing programs;
- Letter verifying stays in institutional settings; and
- Written statements by the Applicant self-reporting episodes of homelessness in places not meant for human habitation. Self-reported statements are acceptable but should only be used to fill in gaps where no other documentation is available, and should not be used to establish an entire history of homelessness.

*Shelter Plus Care Application Policies and Procedures**

The DMH Shelter Plus Care application process involves two parts:

- Fill out and submit the Shelter Plus Care Program, **"Part 1: Program Application"**; and
- Fill out and submit the Shelter Plus Care Program, **"Part 2: Participant HMIS Information"** form.

Both forms are located on the DMH Housing Web site at:

http://dmh.mo.gov/housing/housingunit/shelterpluscare.html

DMH Housing can only accept the most current versions of both forms. Before filling out either form, check the above link to ensure that you have the most current versions.

The Program Application collects only information needed to establish eligibility for Shelter Plus Care. The Participant HMIS Information form collects information that the federal Department of Housing and Urban Development (HUD) requires all CoC Program grantees to collect about individuals and families served by CoC Program funds.

All Applicants first fill out the Program Application—or "Part 1"—and submit it to DMH Housing so that DMH Housing staff can determine an Applicant's eligibility.

- Submit Program Applications by fax to **573-526-7797;** or, you can scan a completed Application and email the PDF file to **housing@dmh.mo.gov**. To comply with the confidentiality requirements of HIPAA, *emailed applications must be encrypted*: you must either password-protect the PDF file itself, or be able to encrypt the email. Please no not email un-encrypted applications.

- An Application must be complete in order to determine eligibility. If an Application is found to be incomplete, DMH Housing will contact the Case Manager who submitted the Application and inform him or her that the application is incomplete; discuss what is needed to make it complete; and notify the Case Manager that he or she has 10 working days to submit the required information. If the information is not received within 10 working days, the Application will be made inactive and destroyed.

If an Applicant is found to be eligible, his or her name is placed on a priority list for the area he or she applied from (see "Shelter Plus Care Priority List Policies" in this chapter, below).

When an Applicant is prioritized to receive assistance and funds are available to assist them, DMH Housing makes a "referral" to an agency contracted with DMH, known as a Processing Center, that administers Shelter Plus Care locally in the Applicant's area. "Part 2," the Participant HMIS Information form, is essential to making the referral. The steps for a referral are:

- A DMH Housing staff member contacts the Case Manager and requests that the Case Manager (1) document and submit to DMH Housing the Applicant's homelessness history since the date the Applicant was originally found to be eligible for SPC, if the Applicant has been on a priority list more than 30 days; and (2) fill out a "Part 2: Participant HMIS Information" form—or "Part 2."

- Documenting the Applicant's homelessness history since they were originally declared eligible is done in the same way as the homelessness history required by the original application, and must be received by DMH Housing by fax within five business days of the date it is requested. If DMH Housing does not receive the requested documentation, the application is made inactive.

- To complete a "Part 2," the Case Manager should meet with the Applicant and both should fill out the form. Part 2 requires some detailed information about all persons who will live in the assisted household, the household's cash income and non-cash benefits sources, health insurance, and information about any veterans who will live in the household. Some of the information in Part 2 restates what is on the Program Application, and Case Managers need to ensure that this information matches the original Program Application. These items include

questions about mental illness, disability, and homelessness.

- Case Managers and Applicants can fill out a Part 2 at any point after the Program Application is submitted to DMH Housing, and keep the form in the Applicant's case file, ready to be submitted. There is no need to wait until DMH Housing requests a Part 2.
- When DMH Housing requests a Part 2 to be submitted, the next step depends on where the Applicant lives. See the table below:

If the Applicant lives in: Jackson County St. Louis City St. Louis County or the St. Joseph area (including all of Andrew, Buchanan and DeKalb Counties)…	**If the Applicant lives in any other area of Missouri…**
Take the completed Part 2 to the local processing center agency, along with other required documents listed below, when the Case Manager and Applicant attend the required intake meeting. The local Processing Center contacts the Case Manager to arrange the date of the intake meeting after DMH Housing makes the referral.	Submit the completed Part 2 directly to DMH Housing by fax to 573-526-7797. DMH Housing will ask the Case Manager to submit Part 2 when DMH Housing contacts them about making a referral. The Case Manager and Applicant have five business days to complete and submit Part 2. DMH Housing makes the referral to the local Processing Center after it receives the completed Part 2 and documentation to reverify homelessness, if applicable.

Valid referrals can only come from DMH Housing, and never from an Applicant or a Case Manager. All referrals must include a DMH referral cover sheet.

The Processing Center will contact the Case Manager by telephone within three working days of receipt of a referral from DMH Housing to schedule an intake meeting. The Applicant and the Case Manager are required to attend an intake meeting within ten working days of the initial attempt to schedule it. Missed appointments are handled on a

case-by-case basis, but in general, failure by the Applicant and Case Manager to attend an intake meeting within ten working days of being notified will result in termination of the offer of assistance.

In addition to "Part 2," the Applicant is required to provide the following documentation at the intake meeting (some Processing Centers require this documentation to be submitted before the intake meeting is scheduled):

- A valid driver's license or other state or federally issued picture identification for the Applicant and all other adults who will live in the assisted household;
- Social Security Card or other proof of Social Security number for the Applicant and all other adults who will live in the assisted household;
- Household income documentation not older than 30 days;
- Birth certificates for all minors that will live in the assisted household; and
- Social Security Card or other proof of Social Security number for all minors in the assisted household who have a Social Security number assigned.

If the Applicant has any household costs related to the following items, the Processing Center will also ask the Applicant to provide documentation about them. These items can affect the calculation of the assisted household's adjusted gross income, and include:

- Costs for childcare incurred so that a member of the household can work or go to school;
- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses.

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for her own rental unit.

The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with SPC's program rules. If the Applicant fails to locate a suitable rental unit within 30 days, the Applicant must reapply if still interested in receiving rental assistance. If there are extenuating circumstances, DMH will grant, on a case-by-case basis, an extension of time for the Applicant to find a rental unit. To request an extension, the Applicant's case manager must submit a written request to the Processing Center, which the Processing Center then conveys to the DMH Housing staff person who handles that area of the state.

*Shelter Plus Care Priority List Policies**

On July 28, 2014, HUD issued a Notice on prioritizing permanent supportive housing for

chronically homeless persons and other vulnerable homeless persons. DMH Housing adopted HUD's recommended system of prioritization and in October 2014, stopped using its first-come, first-served wait list system for all of its Shelter Plus Care programs. As Shelter Plus Care Applicants are determined to be eligible, their names are placed on Priority Lists, with one list per geographic area served.

Individuals and households that qualify as chronically homeless have general priority to receive Shelter Plus Care assistance over those who do not qualify as chronically homeless (see the definition of chronic homelessness in Chapter 2, under "Eligibility for Shelter Plus Care"). DMH Housing prioritizes Applicants exactly in the manner recommended by HUD:

Applicants meeting HUD's chronically homeless definition:

Order of Priority	Has Severe Service Needs?	Homelessness Requirements
1	**Yes**	**At least 12 months continuous or at least 12 months cumulative across four episodes in three years**
2	**No**	**At least 12 months continuous or at least 12 months cumulative across four episodes in three years**
3	**Yes**	**Less than 12 months cumulative across four episodes in three years**
4	**No**	**Less than 12 months cumulative across four episodes in three years**

Applicants not meeting HUD's chronically homeless definition:

Order of Priority	Has Severe Service Needs?	Homelessness Requirements
1	Yes	Coming from streets, Safe Haven, emergency shelter, or an institutional stay of 90 days or less preceded by street homelessness or shelter/Safe Haven episode
2	No	Coming from streets, Safe Haven, emergency shelter, or an institutional stay of 90 days or less preceded by street homelessness or shelter/Safe Haven episode; and at least 6 months continuously homeless or at least three episodes in three years
3	No	Coming from streets, Safe Haven, emergency shelter, or an institutional stay of 90 days or less preceded by street homelessness or shelter/Safe Haven episode
4	No	Coming from transitional housing for homeless persons

As funds become available in a given area, DMH Housing chooses those Applicants from the Priority List for that area, checking first for chronically homeless Applicants, though each priority level described above. If there are no chronically homeless Applicants, then non-chronically homeless Applicants are considered through each priority level.

DMH Housing determines chronic status and length of homelessness by the initial Shelter Plus Care application, and re-assesses both when an Applicant is picked from the Priority List

DMH Housing assesses the severity of an Applicant's service needs by information provided in the Shelter Plus Care Program Application, Attachment B, Part 1, "Service Needs." For more information on service needs assessment, see the next section, "Service Needs

Assessment Policies."

Return to Top of Chapter 2

*Service Needs Assessment Policies**

DMH Housing assesses an Applicant's service needs using information provided in the Shelter Plus Care Program Application, Attachment B, Part 1, "Service Needs." The Service Needs form is based on the concept of the "Vulnerability Index and Service Prioritization Decision Assistance Tool" (VI-SPDAT). See the form on the following page.

FORM—SPC Application, Attachment B—Part 1, Service Needs

	RESPONSE		DMH USE
What is your age?			
	YES	**NO**	
Do you have a serious mental illness?			
Do you have a drug use disorder?			
Do you have an alcohol use disorder?			
Do you have a developmental disability?			
Do you have HIV or AIDS?			
Do you have Post-Traumatic Stress Disorder (PTSD)?			
Do you have any cognitive impairments resulting from a brain or head injury?			
Do you have a physical disability?			
Do you have any of the following:	**YES**	**NO**	
Kidney disease, end-stage renal disease, or use of dialysis			
History of frostbite, hypothermia, or immersion foot			
History of heat stroke or heat exhaustion			
Liver disease or cirrhosis			
History of heart disease, heart attack, stroke, or irregular heartbeat			
Emphysema or chronic obstructive pulmonary disease (COPD)			
Diabetes			
Severe asthma or bronchitis			
Cancer			
Hepatitis C			
Tuberculosis			
	RESPONSE		
In the past six months, how many times have you been to the emergency room?			
In the past six months, how many times have you used a crisis service such as a suicide hotline?			
In the past six months, how many times have you been hospitalized as an in-patient?			
In the past 12 months, how many separate times have you been in jail or prison?			
In the past three years, how many months total have you been in jail or prison?			
	YES	**NO**	
Do you have any legal stuff going on now that may result in you being locked up or having to pay fines?			
Since becoming homeless, have you ever been attacked or beaten up?			
Since becoming homeless, have you ever engaged in risky behavior, such as sharing needles, having unprotected sex with a stranger, or exchanging sex for money?			

*Eligibility for Rental Assistance Program (RAP)**

RAP can provide either medium-term transitional rental assistance, or one-time housing assistance. The eligibility requirements for the two types of assistance are different:

Disability. Applicants for transitional RAP assistance must have either a serious mental illness or a substance use disorder of the same type required for Shelter Plus Care Applicants. See the discussion of disability under Shelter Plus Care eligibility in this chapter, above, for the applicable definition.

Applicants for one-time RAP assistance are not required to have a disability, but must be considered clients of the Department of Mental Health and be currently enrolled in DMH support services (see "DMH Support Services," below).

Housing Crisis. Applicants for transitional RAP assistance must be currently undergoing a housing crisis. DMH Housing defines "housing crisis" as a situation where the affected household is homeless, at imminent risk of becoming homeless, or is currently housed in a substandard, unstable, unsafe or unsustainable setting; and in both situations has no resources available to obtain alternative adequate housing.

Applicants for one-time RAP assistance must be in a situation that temporarily threatens the household's housing stability; examples are: short-term inability to pay rent or utilities, financial inability to take advantage of a better housing situation, or inability to establish utility service.

Income Limit. Applicants for RAP have the same income limits as Shelter Plus Care Applicants, i.e., 50% of Area Median Income (AMI). See the discussion of Area Median Income in this chapter, above.

In addition to the above 50% of AMI limitation, Applicants for one-time RAP assistance generally must have enough income to maintain housing stability on their own after being assisted. Applicants with little or zero income at the time they apply will still be considered on a case-by-case basis.

DMH Support Services. A person in the RAP Applicant's household must be currently receiving mental health support services either directly from a DMH office or facility, or from a mental health services provider contracted with DMH (i.e., the Applicant must be a 'DMH client' in order to receive RAP assistance).

Permanent Housing Plan. Applicants for transitional RAP assistance must show by written documentation that they have a plan to transition to permanent housing. A permanent housing plan can consist of proof that the Applicant has applied for and been placed on a wait list for Section 8 housing assistance, public housing, or some other form of permanent

housing assistance, such as Shelter Plus Care. A permanent housing plan can also consist of proof that the Applicant is working toward a degree or vocational certificate that will assist them in achieving self-sufficiency. It is mandatory that RAP Participants accept any reasonable offer of permanent housing assistance when such an offer is made.

*Rental Assistance Program Application Policies and Procedures**

Because of the limited availability of RAP funds, please contact the DMH Housing Unit at **573-526-3125 or housing@dmh.mo.gov** to check on the availability of funds before submitting an application.

DMH Housing has two separate Applications for RAP:

- **Transitional Assistance Application**: similar to the Shelter Plus Care Program Application; use this Application to apply for long-term transitional housing rental assistance lasting up to two years.
- **One-Time Assistance Application**: a two-page application used to apply only for one-time assistance such as payment of back rent to prevent eviction, a security deposit, or similar items that will help stabilize unstable housing situations. Case Managers should only utilize this assistance if it is very likely to result in long-term housing stability—never as a short-term temporary fix for issues that require longer-term assistance. A Permanent Housing Plan is not required when applying for one-time assistance.

Applications for RAP can be obtained by e-mail by calling the above number. If you already have a RAP application, check with DMH Housing to make sure you have the most current version.

Submit completed applications to the DMH Central Office by fax at **573-526-7797; or,** scan a completed application and email the PDF file to **housing@dmh.mo.gov**. To comply with the confidentiality requirements of HIPAA, emailed applications must be encrypted: you must either password-protect the PDF file itself, or be able to encrypt the email. Please do not email un-encrypted applications.

Return to Top of Chapter 2

RAP Applications must be complete in order to determine eligibility; incomplete applications are retained for 30 days, after which the application is void and the Applicant must reapply.

RAP does not use a wait list system; typically, if an Applicant is found eligible and if funds are available, the Applicant will be approved for the assistance within a few days.

A DMH Housing staff member will refer eligible RAP Applicants when RAP funding makes

assistance available. Referrals are made to a Processing Center in the same manner as Shelter Plus Care referrals.

For transitional RAP assistance referrals, the Processing Center will contact the Applicant's Case Manager by telephone within three working days of receipt of a RAP referral from DMH Housing to set up an intake meeting. The Applicant and the Case Manager are required to attend an intake meeting within ten working days of the initial attempt to schedule it. Missed appointments are handled on a case-by-case basis, but in general, failure by the Applicant and Case Manager to attend an intake meeting within ten working days of being notified will result in termination of the offer of assistance.

RAP one-time assistance is paid directly to a Landlord, property management company, or utility company, and in those situations, the Applicant and Case Manager do not need to come to the Processing Center in person.

For transitional RAP assistance, the Applicant is required to provide the following documentation at the intake meeting (some Processing Centers may require this documentation to be submitted before the intake meeting):

- A valid driver's license or other state or federally issued picture identification for the Applicant and all other adults who will live in the assisted household;
- Social Security Card or other proof of Social Security number for the Applicant and all other adults who will live in the assisted household;
- Household income documentation not older than 30 days;
- Birth certificates for all minors that will live in the assisted household; and
- Social Security Card or other proof of Social Security number for all minors in the assisted household who have a Social Security number assigned.

Based on information provided in the transitional RAP Application, the Applicant may also be asked to bring documentation that relates to calculating the assisted household's adjusted gross income. These items may include:

- Costs for childcare incurred so that a member of the household can work or go to school;
- Costs for a care attendant or for medical equipment that allows a member of the household to work; and
- Costs of out-of-pocket unreimbursed medical expenses

If all required documentation has been provided, the Applicant will be given paperwork that will enable that person to begin to look for their own rental unit.

The Applicant has 30 days from the date of the completed intake meeting to locate a rental unit that complies with RAP's program rules. If the time for locating a unit expires, the Applicant must reapply if still interested in receiving rental assistance. On a case-by-case basis, DMH Housing may grant an extension of time for the Applicant to find a rental unit. To request an extension, the Applicant's case manager must submit a written request to the Processing Center, which the Processing Center then conveys to the DMH Housing staff person who handles RAP.

Who Verifies SPC and RAP Eligibility?

DMH Housing is responsible for verifying eligibility for SPC and RAP before referring an Applicant to a Processing Center. DMH Housing verifies the Applicant's disability, homelessness or chronic homelessness, housing crisis, and supportive services. DMH Housing also checks the available preliminary income information to ensure that it doesn't exceed program income limits.

Processing Centers are responsible for verifying an Applicant's household composition and household income in detail based on written documentation provided to the Processing Center after a referral has taken place.

Processing Centers keep income information on file for each household participating in either Program. In order to prevent fraud, Processing Center staff should be observant of any obvious discrepancies between written information supplied by DMH Housing and that supplied by the Applicant. This also applies to verbal statements made by the Applicant or Case Manager during the course of the intake meeting that conflict with the information submitted to the Processing Center by DMH Housing in a referral.

- **Return to Table of Contents**
- **Return to Top of Chapter 2**

CHAPTER THREE—Calculating Participant Income and Rent

- *FORM—DMH Income and Rent Calculation Worksheet*
- *Income Eligibility*
- *Included Income*
- *Excluded Income*
- *Gathering Income Documentation*
  - *FORM—Verification of Employment (Sample)*
- *Technical Advisements From HUD on Certain Income Issues*
- *Applicants Reporting Zero Income**
  - *FORM—Shelter Plus Care Participant Zero Income Certification (Sample)*
- *Calculating Tenant Gross Income*
- *Calculating Tenant Adjusted Annual Income**
- *Calculating Tenant Rent*
- **Return to Table of Contents**

FORM—DMH Income and Rent Calculation Worksheet

DMH Housing recommends that all Processing Centers use the following form to compute Program Participants' household income and rent. Sections H-J of this chapter provide a detailed explanation of how to use the form.

(*See form on next page*.)

Income and Rent Calculation Worksheet
For DMH Rental Assistance Programs (SPC & RAP)

Participant Name: _____ SSN: _____ - _____ - _____

Address of Unit: _____

Date Prepared: _____ Prepared By: _____

Type of Change: _____ Effective Date: _____

ASSETS: (examples: land (real property), annuity, savings, average checking account balance for six months, insurance policies, burial plot)

FAMILY MEMBER	DESCRIPTION OF ASSET	CURRENT FACE VALUE OF ASSETS	ACTUAL INCOME FROM ASSETS
HOH :			
1. TOTAL NET FACE VALUE OF ASSETS (Item 1):		(1)	
2. TOTAL ACTUAL INCOME FROM ASSETS (Item 2)*:			(2)
3. IMPUTED INCOME FROM ASSETS (Item 3)*:		(3)**	

***Complete only if Item 1 is greater than $5000** ****Item 1 x .02**

ANTICIPATED ANNUAL INCOME:

FAMILY MEMBER	WAGES/SALARIES	SOCIAL SECURITY	OTHER PUBLIC ASSISTANCE	OTHER
HOH :				
4. TOTALS:				(4)
5. ASSET INCOME TO BE CONSIDERED (ENTER THE GREATER OF ITEM 2 OR 3):				(5)
6. **TOTAL ANNUAL INCOME:**				(6)

EXPENSES AND ALLOWANCE INFORMATION:

Number of dependents under 18 (include full-time students and disabled family members)
DO NOT include head of household, spouse or foster children. (7) _____

Is the head of household or spouse at least 62 years of age or disabled? (8) Yes ____ No _____

Total Child Care Expenses:

a. Expenses that enable a family member to work: (9a) _____
   Name of Household Member enabled to work: _____

b. Expenses that enable a family member to further education: (9b) _____
   Name of Household Member enabled to further education: _____

Total Disability Expense: (10) _____
Names of Household Members enabled to work: _____

_____

Total Medical Expenses Not Reimbursed by Others: (11) _____

12.	Total Annual Income	(enter amount from item 6)	(12) _____
13.	3% of Annual Income	(Item 12 x .03)	(13) _____
14.	Dependent Deduction	(enter $480 x Item 7)	(14) _____
15.	Allowable Child Care Expenses (Item 9a + Item 9b **BUT** expenses allowed for 9a must not exceed employment income of household member(s) enabled to work.)		(15) _____
16.	Total Disability Assistance Expense	(enter amount from item 10)	(16) _____
17.	Allowable Disability Assistance Expenses (Item 16 minus Item 13 **BUT** never more than employment income of household member(s) enabled to work.)		(17) _____
18.	Total Medical Expenses (Enter amount from Item 11 **ONLY** if head of household or spouse is at least 62 or disabled.)		(18) _____
19.	Allowable Medical Expenses (Complete ONLY if head of household or spouse is at least 62 or disabled.) a. If Item 16 is greater than Item 13, allow all medical shown in Item 18. b. Otherwise, enter Item 16 + Item 18 minus Item 13 (if result is negative, enter zero).		(19) _____
20.	Elderly/Disabled Household Deduction (Enter $400 **ONLY** if head of household or spouse is at least 62 or disabled.)		(20) _____
21.	Total Allowances	(add Items 14, 15, 17, 19 & 20)	(21) _____
22.	Annual Adjusted Income	(Item 12 minus 21)	(22) _____
23.	Monthly Income	(Item 12 divided by 12 months)	(23) _____
24.	Monthly Adjusted Income	(Item 22 divided by 12 months)	(24) _____
25.	30% of monthly adjusted income	(Item 24 x .30)	(25) _____
26.	10% of monthly income	(Item 23 x .10)	(26) _____
27.	Total Tenant Payment	(enter larger of Item 25 or 26)	(27) _____
28.	Contract Rent		(28) _____
29.	Applicable Utility Allowance	(enter amount from PHA schedule)	(29) _____
30.	Gross Rent	(Item 28 + Item 29)	(30) _____
31.	Total Tenant Payment	(same as Item 27)	(31) _____
32.	Tenant Rent (Item 31 minus Item 29. If result is negative, enter zero.)		(32) _____
33.	Utility Reimbursement (If Item 32 is zero, enter Item 29 minus Item 31.)		(33) _____
34.	Housing Assistance Payment	(Item 28 minus Item 32)	(34) _____

Unit is at or below FMR: Yes _____ No _____ **BEDROOM SIZE: _____**

Unit is 1% to 10% over FMR: Yes _____ No _____

Income Eligibility

Applicant income eligibility for both SPC and RAP is based on having a gross annual household income of **50% or less of the area median income** (AMI) as established by HUD for the applicable region. HUD updates its AMI data annually and new income limits typically become effective in February or March. Area median income information can be found at:

http://www.huduser.org/portal/datasets/il.html

Applicants are required by law (24 CFR Sec. 578.103) to provide all income documentation as a condition of participation in the Shelter Plus Care program, and are required to do so by DMH Housing policy to receive RAP assistance.

Included Income

For both Programs, income that is **included** in the calculation of household income consists of:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including lump sum payment for delayed start of a periodic payment (but see "Excluded Income," below, for excluded lump sum payments);

3. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

4. Welfare or other assistance payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (e.g., Aid to Families with Dependent Children (AFDC) , Supplemental Security Income (551), and general assistance available through state welfare programs);

5. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

6. Net income from the operation of a business or profession;

7. Interest, dividends, and other net income of any kind from real or personal property; and

8. All regular pay, special pay and allowances of a member of the Armed Forces, except special hostile fire pay.

Return to Top of Chapter 3

Excluded Income

For both Programs, income that is **excluded** from calculating the household's income consists of:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

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

5. Income of a live-in aide as defined in 24 CFR Section 813.102;

6. The full amount of student assistance paid directly to the student or to the educational institution;

7. Amounts received under training programs funded by HUD;

8. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support (PASS);

9. 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, etc.) and which are made solely to allow participation in a specific program;

10. 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 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, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

11. Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;

12. Temporary, nonrecurring or sporadic income (including gifts);

13. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

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

15. Adoption assistance payments in excess of $460 per adopted child;

16. Deferred periodic payments of SSI income and social security benefits;

17. 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;

18. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

19. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that included assistance under the U.S. Housing Act of 1937.

    a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

    b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C.5044 , 5058) ;

    c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626);

    d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f));

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));

g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L. 94-540, 90 Stat. 2503-2504);

h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117);

i. 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 that are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (U.S.C. 3056(f) 1 ;

k. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); and

l. Payments received under Maine Indian Claims Settlement Act of 1980 (Pub.L. 96-420, 94 Stat. 1785);

m. Earned income tax credit refund payments received from the Internal Revenue Service on or after January 1, 1991. Payments may be received in a resident's regular pay or as a single sum payment;

n. Payments received as AmeriCorps Living Allowances (29 U.S.C. Sec. 1552);

o. Payments received under WIC-Supplemental Food Program for Women, Infants, and Children;

p. Payments received under the National School Lunch Program (42 U.S.C. 175-176);

q. Payments received under the Child Nutrition Act (42 U.S.C. 1771-1778);

r. Payments received under the Child Care Block Grant Act of 1990.

Return to Top of Chapter 3

Gathering Income Documentation

It is primarily the Applicant's responsibility to provide adequate income documentation prior to first-time lease-up and at recertification, with the assistance of the Case Manager as needed.

Income from benefits or assistance can be documented by a form or letter issued by the agency providing the benefits, such as the Social Security Administration. Documentation of employment income must include both pay check stubs provided by the Applicant and information obtained by the Processing Center from the Applicant's employer about current and potential overtime, scheduled future pay increases, and paid vacation and holidays. See the **Sample Form, "Verification of Employment,"** on the next page.

FORM—Verification of Employment (Sample)

[*Name and address of employer*] _____ _____ _____ _____ _____ **This information will be used only to determine anticipated amount of earned income for a 12-month period.** Your prompt return of the requested information is appreciated. [*Name and address of requesting agency*] _____ _____ _____ _____ _____	**Employed since**: _____ **Occupation**: _____ **Salary**: $_____ **Effective date of last increase**: _____ **Base pay rate**: $ _____ per _____ (hr. or week) **Average hours/week at base pay rate**: _____ __ **No. weeks worked per year**: _____ **Overtime pay rate**: $_____ /hour **Expected average number of hours overtime worked per week during next 12 months**: _____ **Any other compensation not included above** (specify for commissions, bonuses, tips, etc.): For: _____ $_____ per _____ **Is pay received for vacation?** ☐ Yes ☐ No **If Yes, number of vacation days per year**: _____ **Total base pay earnings for past 12 mos.**: $_____ **Total overtime earnings for past 12 mos.**: $_____ **Probability and expected date of any pay increase**: _____ **Does the employee have access to a retirement account?** ☐ Yes ☐ No **If Yes, what amount can they get access to**: $_____
RELEASE: I hereby authorize the release of the requested information. _____ [*Signature of Applicant*] Date: _____ (Or attach a copy of the agency's release form that authorizes the release of the information requested.)	Signature of _____ or Authorized Representative _____ Title: _____ Date:_____ Telephone: _____
WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.	

Income documentation must be no older than 30 days in order to calculate household income.

If the Processing Center is unable to adequately document household income through either the Applicant or by contacting third parties, processing of a first-time voucher or recertification must be suspended and the Processing Center should contact DMH Housing. In such a situation, the Processing Center must document in writing its good-faith efforts to obtain the necessary information.

If the Processing Center determines that an Applicant is ineligible because of income, it must notify DMH Housing.

Technical Advisements From HUD on Certain Income Issues

In its Technical Bulletin 09-02, dated September 30, 2009, the Kansas/Missouri HUD Regional Office issued technical assistance on various household income calculation issues. The text of that Technical Bulletin is reproduced below:

- ***Payroll Deductions/Garnishments –*** Many grantees have asked whether or not they are to count as part of income, monies deducted from a participant's paycheck, such as a garnishment for child support or other type of garnishment. The answer to this is YES. Employment income is determined by the amount of money earned by a person (Gross Income) and not from the amount of income a person receives after payroll deductions *of any type* (Net Income).

- ***Child Support*** – Grantees have often asked if a person was paying child support, could they reduce the person's income by that amount. The answer to this is NO. Again, income is the amount of *money* that a person *earns*. A child support payment would be no different than any other expense or debt that a person pays.

- ***Rounding Up on Calculations –*** This should not occur when calculating rent or income. In the case of determining a client's rent, it is recommended that the grantee round **down** to the nearest whole dollar.

- ***Source Documentation for Employment Income Verification*** – It appears that most grantees are using a person's paystubs as sole documentation of employment income. While paystubs are a good source, they should not be the only source used. Paystubs are merely a "snapshot" of a particular pay period worked by the employee and do not accurately reflect his/her annual pay. Essential information such as overtime worked and its likelihood of continuance, pay raises received and expected, number of hours an employee is expected to work (a paystub will only show the actual hours worked) and at what pay rate and frequency should be collected. Not accounting for all of one's income could lead to providing program benefits to over-income persons, which could also lead to not serving potentially eligible persons in need. Additionally, it could also lead to charging incorrect rents to participants.

- ***Miscalculating Social Security Income*** – The full amount received from Social Security must be used to determine income. The full amount is the total benefit that a recipient receives or is awarded, inclusive of the Medicare insurance premium (if the client receives this benefit). HUD has found many grantees are only counting the net amount, or the monthly amount which is deposited into the recipient's bank account.

EXAMPLE 1 – PERIODIC SOCIAL SECURITY PAYMENTS

Lucy Lou's Social Security Award Letter informs her that she will be receiving $741 as a monthly benefit. The letter also states that the monthly premium for her medical insurance (Medicare) of $96 will be deducted. Therefore, Lucy should expect to receive a Net monthly deposit into her bank account in the amount of $645.

How much is counted for projecting Lucy's 12-month income? The total of $741 must be counted for the 12-month projected income.

A secondary issue concerning the miscalculation of Social Security income involves adjustments for prior overpayment of benefits. Please see the example below:

EXAMPLE 2 – ADJUSTMENT FOR PRIOR OVERPAYMENT OF BENEFITS

Johnny Jump's Social Security payment of $250 per month is being reduced by $25 per month for a period of six months to make up for a prior overpayment.

In projecting Johnny's 12-month income, count his Social Security income as $225 per month for the next six months and $250 per month for the remaining six months.

Johnny's income should be calculated as:

$1,350	($225 x 6 months)
$1,500	($250 x 6 months)
$2,850	

Johnny's 12-month projected income would be **$2,850**.

You are reminded that when Social Security or SSI Benefit income is paid in a lump sum as a result of deferred periodic payments, that amount is excluded from annual income. Additionally, if an agency is reducing a family's or individual's benefits to adjust for a prior overpayment (e.g., Social Security, SSI/SSD, TANF, or unemployment benefits), grantees are to count the amount that is actually provided after the adjustment.

For guidance on determining income and calculating resident rent, see:

- Tenant Rent Calculations for Certain HUD McKinney Act Programs: CPD-96-03
- Annual Income Regulations: 24 CFR Subtitle A, Section 5.609
- Mandatory Income Deductions: 24 CFR Subtitle A, Section 5.611

- Earned Income Disallowance: 24 CFR Subtitle A, Section 5.617

Return to Top of Chapter 3

*Applicants Reporting Zero Income**

- Shelter Plus Care Applicants and Participants:

SPC Applicants reporting zero income do so in the Income section of the Program Application, and again in the Income section of Part 2, the Participant HMIS Information form. Processing Centers must require new Participants reporting zero income to sign a Zero Income declaration during the intake process. Processing Center staff should be aware of any obvious signs of fraud in regard to a claim of zero income. If the Applicant's statements or actions raise doubts about the matter, Processing Center staff should suspend the processing of the voucher and contact DMH Housing.

See the next page for a sample Zero Income Certification form for use by Processing Centers.

FORM—Shelter Plus Care Participant Zero Income Certification (Sample)

1. By my signature below, I declare that I currently do not have any cash income from any source.
2. I agree to notify [*Processing Center*] about changes in my income within 30 days of the change.
3. I agree to work with my Community Support Worker to apply for assistance for which I may qualify because of my disability, and/or seek full-time or part-time employment if I am able to work.
4. I understand that by completing, signing, and dating this form, I declare that I have no household income and that the information I am providing is correct. I understand that providing false information may result in denial or termination of housing assistance.

➢_____ **Date of Birth:** _____ / _____ / _____
(Print Program Participant Name)

➢_____
(Sign Program Participant Name)

➢_____ / _____ / _____
(Date)

SPC Participants reporting zero income are monitored through the annual recertification process, by the requirement to submit copies of state and federal income tax returns for all adults in the assisted household. New Participants should be informed of this requirement during the intake process by the Processing Center. SPC Participants are required to report new or increased income within 30 days of receiving the income; if tax returns indicate that a Participant failed to report income as required, the Participant's assistance is subject to termination.

With few exceptions, no Shelter Plus Care Participant should remain at zero income for longer than two years.

- RAP Participants:

The RAP Transitional Assistance Application has a Zero Income declaration section to fill out. The approach to zero income transitional RAP Participants is otherwise identical to that described for zero income Shelter Plus Care Participants.

RAP one-time assistance Applicants generally may not be zero-income, but documentation of income, beyond the information in the application itself, is not required, nor is it monitored after referral.

Calculating Tenant Gross Income

Gross household income consists of two elements: **asset income** and **anticipated annual income**.

Asset Income. To be considered as part of household income, the total net value of all of a household's assets must be $5000 or more.

- **Example**: a household reports an having a savings account with $500 in it. The account is not considered an asset because its value is less than $5000, and no asset income will be included in the calculation of gross income.

- **Example**: a household reports that it has an insurance policy with a face value of $4800 and a savings account containing $300. These items combined have a value greater than $5000, and so must be counted as asset income.

Asset income is determined by comparing the values of income actually generated by household assets to "imputed" income to be derived from all household assets, whether or not they actually produce income. The larger of the two figures is included in the calculation of annual gross income.

Actual income from assets may derive from interest-bearing accounts such as annuities,

savings accounts or certificates of deposit. Imputed income from assets is equal to 2% (the "passbook rate" established by HUD) of the total face value of all household assets. These include the face value of any income-producing assets and the value of items such as currently owned real property, real property sold within the last two years at less than fair market rate, burial plots, and the average balance of a checking account over the past six months.

- **Example**: see below the sample asset calculation from the DMH "Income and Rent Calculation Worksheet":

FAMILY MEMBER	DESCRIPTION OF ASSET	CURRENT FACE VALUE OF ASSETS	ACTUAL ANNUAL INCOME FROM ASSETS
HOH: Henry Tudor	Undeveloped lake lot, not being used	$6,000	0
Catherine Tudor (spouse)	Met Life annuity inherited from father	$50,000	$1,200
	Burial plot	$500	0
6. TOTAL NET FACE VALUE OF ASSETS (Item 1):		(1) $56,500	
7. TOTAL ACTUAL INCOME FROM ASSETS (Item 2)*:			(2) $1,200
8. IMPUTED INCOME FROM ASSETS (Item 3)*:		(3)**$1,130	

Income from the annuity, or any interest-bearing account, is counted as income even if the household elects to re-invest it in the annuity instead of receiving cash income from it. Because this household's actual income of $1200 is greater than its imputed income of $1130, this household has $1200 of asset income counted as part of its annual gross income. If this household had as its only asset the burial plot, no asset calculation would have been needed because the total value would have been under $5000. The Asset section of the form should always be filled in unless there are no assets whatsoever.

Checking Account Balance as an Asset. Employment and benefit income is not considered an asset; however, HUD considers an average unspent balance in a checking account to be an asset. To calculate this amount, use the average monthly balance over a six-month period as the cash value of the checking account.

Real Property Sold During the Past Two Years for Less Than Fair Market Rate. HUD states that Applicants or participants who dispose of assets for less than fair market value have, in essence, voluntarily reduced their ability to afford housing. Therefore, HUD requires that any asset disposed of for less than fair market value during the **two years preceding** the income calculation be counted as if the household still owned the asset.

Each applicant must certify whether an asset has been disposed of for less than fair market value during the two years preceding the income determination. Assets disposed of for less

than fair market value as a result of foreclosure or bankruptcy are not included in this calculation. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant receives (or received) important consideration not measurable in dollar terms.

The amount to be included as an asset for purposes of calculating imputed income is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset.

- **Example: Real Property Sold Below Fair Market Value.** Henry Tudor sells property to his wife's cousin for $30,000 on July 1, 2010. The property was valued at $50,000 and had no loans against it.

$50,000	Fair market value
-$30,000	Actual sale price
-$3,000	Transaction cost
$17,000	Amount under fair market value

The $17,000 would be counted as an asset for any income determination conducted until July 1, 2012. This amount would be combined with the cash value of other assets, if any, and an imputed income calculation would be required.

It is important for Processing Centers to track the two-year period of applicability of this type of asset. After two years have elapsed since the sale of such an asset, the Program Participant's gross income must be recalculated to remove the former asset.

Anticipated Annual Income. Anticipated annual income is simply the sum of all current sources of includable income expressed as annual income. For instance, an Applicant whose current sole income is employment paying $8 per hour and the Applicant works 35 hours per week, the annual income is the result of $8 x 35 hours/week x 52 weeks = $14,560 annual income. Processing Centers should always assume that current income will be valid for 12 months until a change is reported by the Applicant or Case Manager.

- **Example**: see the sample below from the DMH Income and Rent Calculation form for anticipated annual income calculation:

FAMILY MEMBER	WAGES/SALARIES	SOCIAL SECURITY	OTHER PUBLIC ASSISTANCE	OTHER
HOH: Henry Tudor	0	$8,328 (SSDI)	0	0
Catherine Tudor (spouse)	$12,000	0	0	0
Elizabeth Tudor (child)	0	0	0	0
9. TOTALS:	12,000	8,328	0	(4) $20,328
10. ASSET INCOME TO BE CONSIDERED (ENTER THE GREATER OF ITEM 2 OR 3):				(5) $1,200
12. TOTAL ANNUAL INCOME:				(6) $21,528

Return to Top of Chapter 3

Documenting Annual Income—Employment Income. Processing Centers must at a minimum obtain employment pay stubs for the past 30 days from the Applicant and obtain verification of employment from the Applicant's employer. In addition to verifying the fact of employment, the verification process must also document supplemental income such as bonuses, commissions, overtime pay and planned pay raises.

Seasonal, overtime and other types of employment income that do not last a full 12 months should be calculated as if they are available for 12 months continuously. Applicants must notify the Processing Center when overtime or seasonal pay ceases so that gross income can be recalculated appropriately.

If the employer documents that a raise in pay is scheduled for a definite future date, the Processing Center can include this information in income calculations.

- **Example**: Henry Tudor earns $7.25 per hour when he first leases up as a Shelter Plus Care Participant on March 1, 2010. His employer shows that he will receive a pay increase to $8.00 per hour on June 1, 2010. He gets paid for holidays.

  $7.25/hour x 8 hours x 66 paid days = $3,828
  $8.00/hour x 8 hours x 195 paid days = $12,480
  $16,308 gross annual income

Benefits Income. If the Applicant receives any form of public assistance such as Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF) or Unemployment Insurance, the Applicant must provide to the Processing Center an Award Letter or other document documenting the amount of weekly or monthly assistance and the duration of the award.

*Calculating Tenant Adjusted Annual Income**

24 CFR Section 5.611 provides for several adjustments and deductions in calculating adjusted annual income; these adjustments are mandatory in any case where they apply:

1. $480 for each dependent;
2. $400 for any elderly family or disabled family (can only be applied once per household);
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
   a. Unreimbursed medical expenses of any elderly family or disabled family; and
   b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

- **Example**: see the example below from the DMH "Income and Rent Calculation Worksheet" for calculating adjusted annual income:

Number of dependents under 18 (include full-time students and disabled family members) **DO NOT** include head of household, spouse or foster children.		(7) _____1_____
Is the head of household or spouse at least 62 years of age or disabled?		(8) Yes ___X_ No _____
Total Child Care Expenses: c. Expenses that enable a family member to work: Name of Household Member enabled to work: _____		(9a) _____0_____
d. Expenses that enable a family member to further education: Name of Household Member enabled to further education: __Catherine Tudor_____		(9b) __$1800_____
Total Disability Expense: Names of Household Members enabled to work: _____		(10) _____0_____
Total Medical Expenses Not Reimbursed by Others:		(11) ____$625_____
12. Total Annual Income	(enter amount from item 6)	(12) _$21,528___
13. 3% of Annual Income	(Item 12 x .03)	(13) ____$645_____
14. Dependent Deduction	(enter $480 x Item 7)	(14) ___$480_____
15. Allowable Child Care Expenses (Item 9a + Item 9b **BUT** expenses allowed for 9a must not exceed employment income of household member(s) enabled to work.)		(15) ____$1800_ _
16. Total Disability Assistance Expense	(enter amount from item 10)	(16) ____0_____
17. Allowable Disability Assistance Expense (Item 16 minus Item 13 **BUT** never more than employment income of household member(s) enabled to work.)		(17) _____0_____
18. Total Medical Expenses (Enter amount from Item 11 **ONLY** if head of household or spouse is at least 62 or disabled.)		(18) _____$625___
19. Allowable Medical Expenses (Complete ONLY if head of household or spouse is at least 62 or disabled.) a. If Item 16 is greater than Item 13, allow all medical shown in Item 18. b. Otherwise, enter Item 16 + Item 18 minus Item 13 (if result is negative, enter zero).		(19) _____0_____
20. Elderly/Disabled Household Deduction (Enter $400 **ONLY** if head of household or spouse is at least 62 or disabled.)		(20) _____$400___
21. Total Allowances	(add Items 14, 15, 17, 19 & 20)	(21) _____$2680____
22. Annual Adjusted Income	(Item 12 minus 21)	(22) __$18,848___

Calculating Tenant Rent

When calculating tenant rent, always round decimals **down** to the nearest whole number when they affect how much a household will pay for rent.

- **Example**: continuing with the Tudor household, see the example below from the DMH "Income and Rent Calculation Worksheet" for calculating tenant rent:

22.	Annual Adjusted Income	(Item 12 minus 21)	(22) $18,848
23.	Monthly Income	(Item 12 divided by 12 months)	(23) $1,794
24.	Monthly Adjusted Income	(Item 22 divided by 12 months)	(24) $1,570
25.	30% of monthly adjusted income	(Item 24 x .30)	(25) $471
26.	10% of monthly income	(Item 23 x .10)	(26) $179
27.	Total Tenant Payment	(enter larger of Item 25 or 26)	(27) $471
28.	Contract Rent		(28) $650
29.	Applicable Utility Allowance	(enter amount from PHA schedule)	(29) $97
30.	Gross Rent	(Item 28 + Item 29)	(30) $747
31.	Total Tenant Payment	(same as Item 27)	(31) $471
32.	Tenant Rent		(32) $374
	(Item 31 minus Item 29. If result is negative, enter zero.)		
33.	Utility Reimbursement		(33) $0
	(If Item 32 is zero, enter Item 29 minus Item 31.)		
34.	Housing Assistance Payment	(Item 28 minus Item 32)	(34) $276

- Return to Table of Contents
- Return to Top of Chapter 3

CHAPTER FOUR—Processing and Administering SPC and RAP Vouchers

- *Meeting With Processing Centers for Initial Client Intake**
- *Length of Time to Look for a Rental Unit; Extensions of Time**
- *Limits on Location of Rental Unit*
- *Verification of Household Information**
- *Occupancy Standards for SPC and RAP**
- *Full-Time Caregivers in SPC- and RAP-Assisted Households*
- *Homeless Management Information Systems (HMIS)**
- *Fair Market Rent*
- *Rent Increases by Landlords*
- *Rent Reasonableness*
  - *FORM—Rent Reasonableness Survey and Certification (Sample)*
- *Housing Quality Standards**
- *Landlord Documents*
- *Lease Approval and HAP Execution*
- *Required Annual and Interim Recertifications*
  - *FORM—Recertification and HQS Inspection Notice Letter (Sample)*
- *Termination of Rental Assistance*
  - *FORM—Notice of Termination of Rental Assistance (Sample)*
  - *FORM—Program/Lease Voluntary Termination Form Letter (Sample)*
- *Termination of Lease and Moving*
- *Eviction*
- *Death or Long-Term Absence From the Unit*
- *Short-Term Absence From the Unit*
- *Landlord Participation*
- *Security Deposits and Damages*
- *Utility Allowance*
- *Adjustments of Tenant Rent*
- **Return to Table of Contents**

Processing a Rental Subsidy

- Review application referred from DMH Housing
- Collect Applicant and household documentation
- Review program guidelines and Household Obligations
- Sign additional Processing Center forms
- Review method of rent calculation
- Processing Center prepares rent subsidy document
- Review Landlord Packet and steps for lease up:
- Review lease
- Rent Reasonableness Survey
- HAP Contract
- HQS
- Review methods for finding a unit
- Lease signing
- Participant moves in

*Meeting With Processing Centers for Initial Client Intake**

Before proceeding with the intake meeting, Processing Center staff should verbally verify the contents of the DMH referral with the Case Manager and Applicant, including the Applicant's homeless status (for SPC) or housing crisis (for RAP), their proposed household composition, and their sources of income, if any. If no issues are found that disqualify the Applicant from proceeding or that require a delay, the Processing Center will begin the intake meeting with the Applicant. Processing Centers may hold initial intake meetings individually or in small groups.

During the intake meeting, it is essential that Processing Center staff discuss with both the Applicant and the Case Manager all of the following items, and provide written information where applicable:

- The obligations of all persons who will reside in the assisted household (see the form, "Household Obligations," in Chapter 8).
- For RAP-assisted households, the obligation of all Participants to accept an offer of permanent housing assistance (such as a Housing Choice/Section 8 Voucher) when such an offer is made.
- The legal rights and responsibilities of tenants and landlords.
- The policy for maintaining the privacy of the Participant's personal information.
- How to find a suitable rental unit and how long the Participant has to find a unit.
- The specific area where the Participant can lease a unit as defined by the Program the Participant is assigned to and other relevant factors (see "Limits on Location of Rental Unit," below).
- How to get the Landlord documents completed and returned to the Processing Center (see Chapter 8, "Landlord Documents").
- Required information about potential lead-based paint hazards in rental housing. Processing Centers must provide to Participants an informational pamphlet from the U.S. Environmental Protection Agency on lead-based paint hazards in homes and at work, found at:

  http://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf
- Information about the size of rental unit (number of bedrooms), who can reside in the unit, and the amount of rent the Participant should look for when seeking housing.
- Information about how the Participant's share of the rent is calculated and how much rent will be paid to the Landlord by the Processing Center.
- Information about the recertification process and the requirement to provide copies of state and federal income tax returns as part of that process.
- Federal, State and, where applicable, local fair housing laws. The rights and remedies regarding housing discrimination will be explained.
- For all households with children, information regarding the local school districts' Homeless Coordinators and the Missouri Department of Elementary and Secondary Education's (DESE) efforts to ensure full access to a free and appropriate public education for children in households experiencing homelessness. This includes ensuring full and equal access to all federally, locally

and state-funded pre-school programs, food programs and before-and-after school care programs, as well as ensuring that homeless children are not segregated in any way from their peers. Complete information on DESE's efforts with homeless children and runaway youth is available at:

http://dese.mo.gov/quality-schools/federal-programs/homeless/serving-homeless-children

- Information about accessing the Missouri State Highway Patrol's Sex Offender Registry web site at:

  http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/SOR/SORPage.html

*Length of Time to Look for a Rental Unit; Extensions of Time**

Once the Applicant completes the intake meeting and has all necessary paperwork, time begins to run on the 30-day period to locate a rental unit. Case Managers are required to assist Applicants in the housing search.

Applicants who are unable to locate a rental unit within 30 days because of extenuating circumstances such as illness or hospitalization may request up to a 30-day extension of time from the Processing Center. **The request for an extension must be submitted in writing to the Processing Center by the Participant's Case Manager. Processing Centers must obtain written approval for the time extension from a member of DMH Housing.**

If the extension expires and a unit has not been located, the Applicant must reapply to DMH Housing through a DMH-contracted Provider.

Limits on Location of Rental Unit

Every Participant approved to receive DMH housing assistance is assigned to a source of funding. The funding source defines, in part, where the Participant can lease a rental unit; other factors affect the location of the unit as well. The Processing Center must ensure that each Participant leases a rental unit using the following factors to limit the location:

- It must be within the State of Missouri;
- For Shelter Plus Care Participants, it must be within the geographic area defined by the HUD grant to which the Participant is assigned. See the following table for the exact location covered by each Shelter Plus Care grant in the CoC-funded area:

Processing Center and Grants	Location Covered by Grant
Queen of Peace Center – SZL, SZE	St. Louis County
Queen of Peace Center – SCS, SCL, SZQ	St. Louis City
Places for People – SZA, SZF	St. Louis County
Places for People – SZP	St. Louis City
St. Patrick Center – SZN	St. Louis County
St. Patrick Center – SCY, SZB, SCQ	St. Louis City
SAVE, Inc. – SCV, SCE, SCK, SCD, SZD, SCI, SCM, SCG	Jackson County and Clay County within Kansas City city limits
Kim Wilson Housing –SCX, SCZ, SCO	Jackson County and Clay County within Kansas City city limits
Kim Wilson Housing – SZI	Ray, Lafayette, Johnson, Henry, Cass, Bates Counties
Kim Wilson Housing – SCJ	Andrew, Buchanan, DeKalb Counties
Ozark Area Community Action Corporation – SCG	Greene, Christian, Webster Counties
Ozark Area Community Action Corporation – SCT	Stone and Taney Counties
Economic Security Corporation – SCN, SZJ	Jasper and Newton Counties
Delta Area Economic Opportunity Corporation - SCB	Stoddard, Scott, Mississippi, New Madrid, Pemiscot, Dunklin Counties
Central Missouri Community Action Agency – SZM	Cole, Audrain, Callaway, Cooper Counties
Eastern Missouri Action Agency – SCF	St. Francois County
North East Community Action Corporation – SCH	Ralls and Marion Counties
COMTREA – SZH	Jefferson and Franklin Counties
Housing Authority of the City of Kirksville – SCA	Adair County
Pathways Behavioral Health – SZK	Vernon County
Ozark Foothills Regional Planning Commission – SCP	Butler, Ripley, Wayne Counties
Missouri Ozarks Community Action, Inc. – SCR	Phelps, Pulaski, Laclede, Miller, Camden Counties
Missouri Valley Community Action Agency – SZO	Johnson, Saline, Pettis Counties
Ozark Action, Inc. – SCW	Howell County

- It must be within the area normally served by the local Processing Center;
- It must be within a reasonable driving distance of the Processing Center's business office, because Processing Center staff must be able to visit the unit to perform inspections and other tasks related to administering housing assistance;
- It must be within the area served by the agency that provides the Participant's support services—sometimes called a "catchment area." The Participant's case manager is responsible for ensuring that the Participant seeks rental housing in the area the support services agency serves; and
- It must be in an area where the Participant can realistically access essential services and amenities.

Note that SPC and RAP vouchers are not "portable." DMH cannot accommodate requests to move an assisted household outside the area served by the applicable program and the local Processing Center.

*Verification of Household Information**

Valid forms of identification must be provided to the Processing Center by all household members. Adults must have a valid driver's license or non-driver identification or a state or federally issued military identification. Picture identification for minors should also be provided if available. Birth certificates must be submitted for all minors; birth certificates are not required for adults. Copies of all identification documents are maintained in the Applicant's Program file.

Applicants and family members must submit documentation of their complete and accurate Social Security numbers—either a Social Security card or a letter from the federal Social Security Administration indicating the Applicant's number.

Applicants who are divorced or separated and claiming to have custody of minor dependent children to be included in the assisted household must provide a copy of their divorce decree or most recent court-approved child custody documents. For children returning to the custody of an Applicant after being in foster care, the Processing Center requires a letter from the Missouri Department of Social Services Children's Division with the child or children's names and the date they will be returning to the Applicant's custody.

Non-citizen Applicants must provide documentation of their status as lawful permanent U.S. residents in the form of a federally issued Permanent Resident Card.

Return to Top of Chapter 4

*Occupancy Standards for SPC and RAP**

Determination of the rental unit size is made in accordance with the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	Minimum	*Maximum*
1	1	2
2	2	4
3	3	6
4	5	8

In addition, household composition is taken into account and unit size is also based on the following:

Unit Size	Family Composition
1	1 adult or 2 adults (couple)
2	2 adults of the same or opposite sex living together in a non-conjugal relationship
2	1 adult and 1 child

Unit Size	Family Composition
2	2 adults (couple) and 1 child of any age
2	1 adult and 2 same-sex children
2	1 adult or a couple and 2 opposite sex children, both under 6 years of age
3	1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age
3	1 adult and 3 same sex children or opposite sex children all under 6 years of age
3	2 adults (couple) and 3 children
3	1 adult or a couple and 4 children (either all of the same sex or any combination where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6 years)
4	1 adult or a couple and 4 children, 3 of the same sex and 1 of the opposite sex, when all children are at least 6 years of age
4	1 adult or a couple and any 5 to 7 children, providing children do not have to share a bedroom with the parent(s) or with a child of the opposite sex when either is over the age of 6 years

The DMH Housing Director considers requests for exceptions because of health needs or other circumstances on a case-by-case basis. Such requests must be accompanied by appropriate documentation, such as a doctor's statement. Except in exceptional circumstances, Participants should never be allowed to move into a unit with more bedrooms than the minimum number, even if the contract rent is in line with a smaller unit size.

Custody issues can significantly affect the size of the rental unit for an assisted household. When a Program Participant has a minor child not currently in his or her full legal custody and wants to include that minor in the assisted household, DMH Housing's policies are as follows:

- When the Participant shares custody of a minor with another person, the Participant must have at least 50% (joint) custody of the minor to include the minor in the household. Proof of the custody arrangement must be submitted to DMH Housing.

- When the Participant currently lacks any custody of the minor but will be fully re-united with the minor as soon as permanent housing is established, that minor will be counted as part of the assisted household. Proof of the impending reunification must be submitted to the Processing Center, and can consist of a letter from the Missouri Department of Social Services Children's Division.

- When the Participant currently lacks any custody of the minor and reunification will not occur automatically on establishing permanent housing, the Participant and Case Manager must document that the process of reuniting parent and child is well underway and will occur within six months of establishing permanent housing. Information regarding this process must be submitted to DMH Housing and each case will be considered individually.

- If none of the above conditions exist, then the minor or minors proposed as part of the household will not be allowed to be formally in the household, and the unit size will be designated without considering the minors.

Full-Time Caregivers in SPC- and RAP-Assisted Households

Some Program Applicants require a full-time live-in caregiver to cope with a disability, and often such caregivers are family members. DMH allows this in its SPC and RAP programs with the following restrictions:

- A caregiver must provide a major portion of the care and oversight for a Program Applicant.
- A Medical Doctor must prepare and sign a statement that says the Applicant needs a caregiver in order to live in their own place. This letter should address the level of care that the Applicant needs and the type of services the caregiver will be providing. Processing Centers will request a new statement documenting the need for a caregiver at each annual recertification.
- If the caregiver is employed outside of the home and only provides minimal support to the Applicant, then DMH Housing does not consider this person to be a caregiver and would count that person's outside income in the total household income.
- If the caregiver receives income from any source that is specifically designated for the care of the Applicant, DMH does not count this income in the total household income.
- If the caregiver receives no income then there is no impact on the household income. Usually, if the caregiver has SSI benefits and has lived in the household all along with the Applicant, DMH Housing counts their income and does not consider them as an official care provider. However, if the person leaves their own household to care for the Applicant then DMH Housing usually does not count their income because they left their own housing situation to care for a family member.

Return to Top of Chapter 4

*Homeless Management Information Systems (HMIS)**

All Processing Centers are contractually required to collect Homeless Management Information System (HMIS) data for DMH Housing, as required by HUD. DMH determines the manner in which the data will be entered into the local Continuum of Care HMIS system. If required, Processing Centers enter the data as well as collect it.

A Participants' HMIS data must be collected as part of the Shelter Plus Care intake process. Data, whether entered in HMIS by Processing Center staff or DMH Housing staff, must be entered upon program entry and updated at least once per year in connection with the recertification process. Processing Centers that do HMIS entry must ensure that all data entry is accurate and timely.

Processing Centers that send collected HMIS data to DMH Housing for entry do so using the "HMIS Update Form" and the "HMIS Update Form—Additional Persons." Both of these forms were revised in August 2015 to improve usability and because of HUD updates in data collection. See Chapter 8, "Forms and Online Resources."

Processing Centers that do HMIS data entry must have at least one staff member approved by the agency to have a user's license for the local HMIS. This means the employee will have undergone required training beforehand and has passed one or more tests to ensure a minimum level of knowledge of how to enter data in the HMIS. HMIS users must also attend any CoC-required HMIS training. Trained employees and the agency will have also signed agreements to obey the Federal regulations and CoC rules regarding the preservation of Participant confidentiality.

As of 2015, Missouri Continuums of Care are using seven separate HMIS databases. Some HMIS providers maintain more than one database, but each is distinct in some way because the data collection protocols vary slightly. These systems are:

Continuum Served	System Provider	System Name
St. Louis City and St. Louis County (both share the same database)	MISI	Compass Rose
St. Charles-Lincoln-Warren Counties	Caseworthy, Inc.	Caseworthy
Springfield/Greene-Webster-Christian Counties	MISI	Compass Rose
Balance of State	MISI	Compass Rose
Kansas City/Jackson County	Mid-America Assistance Coalition (MAAC)	MAACLink
St. Joseph/Andrew-Buchanan-DeKalb Counties	MAAC	MAACLink
Joplin/Jasper-Newton Counties	MISI	Compass Rose

Fair Market Rent

Both SPC and RAP use the HUD concept of "Fair Market Rent" to establish a limit on the amount of rent that can be charged for any given unit assisted by these Programs. HUD updates annually in October the Fair Market Rents (FMRs) for each Metropolitan area of the United States, and for each rural county not included in a Metropolitan area.

All Processing Centers must have the most current information about Fair Market Rent. Processing Centers can obtain the most current data from HUD at the following site:

http://www.huduser.org/datasets/fmr.html

Fair Market Rent represents both the cost of rent and the cost of utilities—gas, electric, water, garbage collection, etc. Thus, if a Participant chooses a rental unit where the utilities are included in the contract rent, SPC and RAP can pay up the maximum FMR amount for that unit. For units that do not include utilities as part of the rent, the Processing Center obtains written information from the Landlord describing what utilities are present in the unit, and which ones are paid for by the tenant and which by the Landlord. The Processing Center then calculates a total cost for the utilities. That cost, plus the proposed contract rent, must be equal to or less than the FMR for SPC or RAP to pay the rent on that unit.

When to apply new FMRs:

- **Shelter Plus Care:** Processing Centers must always apply the Fair Market Rate that was used to compute the amount of funding in a Shelter Plus Care grant. Adhering to the original set of FMRs is essential because HUD computes grant funds directly from those numbers, and using a different set will tend to cause overspending of funds, given that FMRs usually rise each year. This is true for all SPC grants—those in one-year renewal status and those in their original multi-year status.

  DMH Housing carefully monitors the effect of FMRs on grant spending. For grants that are serving at least their minimum number of households and which are generally underspent, DMH Housing will, on a case-by-case basis, consider the possibility of using a newer and more expensive set of FMRs if doing so will benefit program Participants.

- **RAP:** RAP funds are not tied to FMRs in the same way as Shelter Plus Care; therefore new FMRs can be applied to RAP-funded households when they become effective (normally on October 1st of each year). For clients in the midst of looking for housing when new FMRs go into effect, apply the figures in effect on the date a Participant turns in paperwork from an owner to the Processing Center that demonstrates an agreement to rent to the Participant (i.e., a completed "Request for Tenancy Approval" form or the equivalent).

Rent Increases by Landlords

Landlords may request an increase in rent once per year when a client is undergoing recertification. The increase may be part of the process of signing a new one-year lease with the Participant. If no new lease is requested, Landlords are responsible for requesting rent

increases annually during recertification. A DMH Housing Staff person must approve any increase in rent before it goes into effect. In the St. Louis region, contact Judy Johnson for rent increase approvals; in the Kansas City area, contact Amy Copeland (see the Introduction, "DMH Housing Staff Contact Information"). For all other requests, contact the DMH Housing Unit at **573-751-9206** or **housing@dmh.mo.gov**.

Rent Reasonableness

HUD also requires that all rents for units assisted by Shelter Plus Care be "reasonable." "Rent Reasonableness" Surveys are required for all newly assisted units in Shelter Plus Care (and under some other circumstances described below).

Determining Rent Reasonableness involves two comparisons. First, the Processing Center must compare the rent for the SPC unit to the rents for three similar unassisted units in the marketplace. Second, the Processing Center must compare the rent to rents for three similar units on the same premises (or other units owned by the same Landlord).

Processing Centers must conduct Rent Reasonableness Surveys on all SPC-assisted units under the following circumstances:

- Before a HAP Contract is signed (i.e., for a first-time rental for a new Participant; and for when an existing Participant moves to a new unit); and
- For any unit whose rent has increased.

To conduct a Rent Reasonableness survey, the Processing Center must determine whether the rent asked by the owner is a reasonable rent in comparison to rent for three other comparable unassisted units. In determining comparability, the Processing Center must consider:

- Location, quality, size, unit type, and age of the contract unit, and
- Amenities, housing services, maintenance, and utilities the owner must provide under the lease.

Comparable units examined in a Rent Reasonableness Survey must have contract rents within $50 of the unit being surveyed to be considered rent reasonable.

If a unit is found to be "rent reasonable," its contract rent plus utilities may exceed the relevant Fair Market Rent rate by up to 10%. **Units that exceed the Fair Market Rent must be approved by DMH Housing in writing.**

See the **Sample Form, "Rent Reasonableness Survey and Certification,"** on the next page.

Return to Top of Chapter 4

FORM—Rent Reasonableness Survey and Certification (Sample)

RENT REASONABLENESS SURVEY	Subject Property	Comparison #1	Comparison #2	Comparison #3	
1. Address					Is Contract Rent for subject property in line with owner's similar **unassisted** units? Yes ____ No ____ Is Contract Rent for subject property in line with owner's similar **assisted** units? Yes ____ No ____
2. Square Feet					
3. Bedrooms					
4. Bathrooms					
5. Location					
6. Unit Type (house, apt., high rise, etc.)					In accordance with 24 CFR 882.106, I certify that based on information available to this office, the requested Contract Rent: **is reasonable ____** **is not reasonable ____** By: _____ [Name] Agency: _____ Date: _____
7. HQS Quality (A+,A,B,C)					
8. Amenities (list)					
9. Access to shopping and services (good, fair, poor)					
10. Year Built					
11. Contract Rent*(includes owner provided utilities)		*must be within $50 of subject unit	*must be within $50 of subject unit	*must be within $50 of subject unit	
12. Utility Allowance (to cover tenant paid utilities)					
13. Gross Rent (contract rent + utility allowance)					
14. Fair Market Rent					

*Housing Quality Standards**

Any unit approved for SPC or RAP assistance must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form. Information about HQS and a link to the Inspection form can be found at:

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11742.pdf

Before executing the Housing Assistance Payment contract, a Processing Center Inspector inspects the rental unit and documents the results on the Inspection Checklist. If the Inspector finds deficiencies, she will notify the Landlord and will require the Landlord to correct all deficiencies prior to execution of the Housing Assistance Payment contract. Additional inspections may be conducted periodically.

On initial inspection, the Inspector has the right to fail a unit if she feels the Landlord will not make the repairs in a reasonable time or if there are many deficiencies noted on the first inspection. The Processing Center will notify the Landlord in writing that the unit has been rejected and that the program participant will be seeking another unit.

Each unit shall be inspected annually. If deficiencies are found, the owner and tenant shall be informed in writing. The owner is responsible for completing all necessary repairs within 30 days, as stated on the notice. All units failing an HQS inspection will be re-inspected to determine compliance. If a unit does not meet HQS within the time frame set out on the HQS Notice of Violation, Housing Assistance Payments may be withheld on the first day of the following month. If the required repairs are not completed within the next 30 days, the Housing Assistance Payments contract may terminate immediately. When Housing Assistance Payments are withheld, both the owner and the tenant are notified in writing. This notification will inform both of the possibility of contract termination.

Quality control inspections of tenant units may be conducted by the DMH Housing Staff. HUD staff may also do HQS inspections.

DMH Housing maintains HQS training materials for inspectors at the DMH Housing Web site at:

http://dmh.mo.gov/housing/housingunit/housingdevelopment.html

Landlord Documents

The Processing Center will rely on the Participant to convey for completion a set of documents to a Landlord who has agreed to rent to the Participant. These documents are often known collectively as a "Landlord Packet" and consist of the following:

- IRS Form W-9, "Request for Taxpayer Identification Number and Certification"— this form is available at:

  http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards – this form is available at:

  http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12345.pdf

- Request for Tenancy Approval
- Tenant-Based Rental Assistance Payments Contract
- Landlord, Agent or Management Company Contact Information
- Unit Data Sheet
- Other instructions or information for Landlords about DMH rental assistance programs, HQS requirements, lead-based paint requirements, Landlord obligations, etc., as deemed needed or useful by the Processing Center.

See Chapter 8**,** "Forms and Online Resources," for samples of the above forms. Processing Centers may wish to develop their own set of instructions to Landlords on completing these forms correctly, as well as information sheets about other aspects of renting to voucher program participants. Along with a signed Lease, the forms must be completed by the Landlord and returned to the Processing Center before the Participant can move into the assisted unit. The "Unit Data Sheet" is optional, but the information requested on that form is required to perform a Rent Reasonableness Survey.

Return to Top of Chapter 4

Lease Approval and HAP Execution

A lease is a legal contract between the Participant and the Landlord. The Housing Assistance Payment contract (HAP) is a legal contract between the Processing Center and the Landlord. See Chapter 8, "Forms and Online Resources," for samples of these documents.

When the Participant has located a suitable unit and the Landlord has agreed to rent the unit to the Participant, the Landlord completes a Request for Tenancy Approval form (see Chapter 8) and sends it and a copy of the proposed lease to the Processing.

- No new HAP contract or lease will be effective until the unit passes an HQS inspection and the appropriate inspection reports are completed by Processing Center staff**.**

- No new HAP contract or lease will be effective until a Rent Reasonableness survey

and certification is conducted for the new unit. No change in contract rent will be effective until a Rent Reasonableness survey and certification is conducted for the unit.

The Processing Center reviews the information in the Request for Tenancy Approval and the proposed lease. If the Processing Center approves the Request for Tenancy, the determination is sent in writing to the Landlord and the HQS inspection is scheduled and takes place. If the prospective unit passes the HQS inspection, the Participant will be notified by the Processing Center. The process from receipt of Request for Tenancy Approval to notifying the Participant that the unit passed inspection should take no more than ten (10) working days, providing the unit is available for inspection when the Request for Tenancy Approval was received. In cases where the unit is not immediately available for inspection, the Processing Center's determination should be made within ten (10) working days after the Processing Center is notified that the unit is available for inspection.

Once the tenancy is approved, the appropriate lease and HAP contract is executed between the Processing Center and the Landlord. Prior to the execution of the lease, the Processing Center must review the lease to ensure that its provisions do not conflict with this Manual or with any Program rules. Such prohibited conflicts include *but are not limited to*:

- Allowing a tenant to work for the Landlord in exchange for rent;
- The Lease being in effect for longer than 12 months;
- Requiring a security deposit in an amount greater than one month's rent;
- Holding the Tenant responsible for paying the cost of repairing ordinary 'wear and tear' to the rental property; and
- The creation of provisions that conflict directly with federal, state and local fair housing laws and landlord-tenant laws.

No Participant shall move into a unit without a signed HAP contract and lease on file.

For units currently under contract, payments by the Processing Center to the Landlord shall be mailed on the first business day of each month. For new units coming onto a Program, prorated rent, calculated from date of move in, will be paid by the Processing Center in accordance with lease requirements and after the Housing Assistance Payments contract is executed.

Required Annual and Interim Recertifications

Recertification is a required annual verification process done by Processing Centers for Participants in both SPC and RAP, and is timed based on the Participant's most recent lease

date. Processing Centers recertify on-going Program eligibility by obtaining documentation from the assisted household. The process is slightly different for SPC and RAP.

Steps for a Shelter Plus Care annual recertification:

- The Processing Center communicates in writing with the Participant 60-90 days prior to the due date of the recertification, notifying the Participant of the upcoming deadline for recertification. See Chapter 8 for sample recertification forms.

- The Processing Center sets a date with the Participant when an Inspector can enter the rental unit to perform a housing quality inspection. The unit must pass the inspection for recertification to occur. Continuing failure to pass inspection, for whatever reason, will result in suspension of housing assistance payments.

- The Processing Center requests the following items, to be provided by the Participant and the Case Manager, as appropriate:
    - proof of household income no older than 30 days;
    - copies of the most recent state and federal income tax returns for all adults in the household;
    - a list of all persons living in the household; and
    - a written statement from the Case Manager that the Participant is currently engaged in supportive services.
    - If the household has a live-in full-time caregiver, the Participant must provide a letter from a physician documenting the continuing need for the caregiver.

- The above documents must be submitted to the Processing Center by a deadline established by the Processing Center. If all documents are not received by the deadline, housing assistance may be suspended. Refusal to cooperate in the recertification process or providing required documents more than 30 days late may result in termination of housing assistance.

A RAP annual recertification is different from SPC because DMH Housing must evaluate and approve every Participant's continuation in RAP for an additional year. See below for the steps involved; the first two are identical to a SPC recertification:

- The Processing Center communicates in writing with the Participant 60-90 days prior to the due date of the recertification, notifying the Participant of the upcoming deadline for recertification. See Chapter 8 for sample recertification forms.

- The Processing Center sets a date with the Participant when an Inspector can enter the rental unit to perform a housing quality inspection. The unit must pass the inspection for recertification to occur. Continuing failure to pass inspection, for whatever reason, will result in suspension of housing assistance.

- The Processing Center requests the following items, to be provided by the Participant and the Case Manager, as appropriate:
    - proof of household income no older than 30 days;
    - copies of the most recent state and federal income tax returns for all adults in the household;
    - a list of all persons living in the household;
    - verification that the Participant's permanent housing plan is still valid; and
    - a written statement from the Case Manager that the Participant is currently engaged in supportive services with a DMH-contracted agency.

- To verify the permanent housing plan, the Participant must submit documentation that he or she is still on a Section 8 or public housing wait list; or is still in school and working toward a degree or vocational certificate. If the RAP Participant has DMH Shelter Plus Care as his or her permanent housing plan, DMH Housing will verify that fact.

- When the Processing Center has gathered all the required documentation for the RAP recertification, a Processing Center staff member fills out a "RAP Recertification Approval Form" (see Chapter 8) and faxes it, along with documentation of the continuing permanent housing plan and continuing support services, to DMH Housing for evaluation.

- The DMH Housing staff person responsible for RAP evaluates the RAP Recertification Approval Form in consultation with the Housing Director. If the Participant has shown he or she is on track to transition to permanent housing, he or she will be approved to continue on RAP for another year. The RAP Participant may not be approved, or conditions may be assigned on which continued participation is contingent, if he or she has not shown progress toward permanent housing and self-sufficiency, or if the permanent housing plan has been invalidated (e.g., the Participant was removed from the Section 8 wait list they were on).

- A DMH Housing staff person signs off on the RAP Recertification Approval Form and faxes the form back to Processing Center.

The recertification process for both SPC and RAP may reveal information that requires further action by the Processing Center, and which may involve the hearing and termination process. For instance, if unreported income is documented, that issue would require the

Processing Center to contact DMH Housing and possibly initiate termination procedures.

An **interim recertification** is a verification of changes in household income or composition reported to the Processing Center by a Program Participant. Such changes must be reported to the Processing Center office in writing within 30 days of the change and must include the signature of the Participant. Interim recertifications shall be conducted at any time such changes are reported. Interim recertifications do not require a new HQS inspection.

Households reporting the addition of a household member shall provide documentation for the new member in the same manner as when the Participant first entered the Program.

- **Reminder**: Participants must submit a written request to the Processing Center in order to add a new household member, and such requests must be approved by DMH Housing.

Participants shall be notified in writing of the impending recertification and inspection at least 30 days in advance. See the **Sample Form, "Recertification and HQS Inspection Notice Letter,"** on the next page.

- **Reminder**: the results of recertification must be entered into HMIS, or reported to DMH Housing as appropriate using the HMIS Update Form.

Return to Top of Chapter 4

FORM—Recertification and HQS Inspection Notice Letter (Sample)

[*Agency Letterhead*]

[*Date*]

[*Tenant Name*]
[*Tenant Address*]
[*Tenant City, State ZIP*]

Dear Tenant:

It is time for your annual inspection and recertification. This letter serves as formal notification.

Your inspection will be conducted on:

[*date*] at [*time*] at [*assisted unit address*]

At that time, please have the documentation listed on the attached Recertification Form ready for collection to complete your annual recertification. **Failure to have this information at the time of your inspection may result in a delay in completing your recertification. Refusal to provide the information will result in termination of your housing assistance.**

When you receive this letter, please call **[*agency phone*]** to confirm that you have received this letter. If you cannot reach me in person, please leave a message with a phone number where you can be contacted. If you don't have a phone, leave the name and phone number of your case manager or a friend that can take a message for you.

If you cannot be present at the date and time shown above, please contact me as soon as possible to reschedule. **Please remember that maintaining your housing assistance is your responsibility.** The inspection and recertification process takes time and resources, so please make every effort to be there at the appointed time with the required information. **Failure to reschedule or be present at the time of inspection could result in termination of your rental assistance.** It is our intention to provide you with rental assistance for safe and affordable housing. Please help us to help you. Your cooperation is appreciated.

If you have any questions or need any clarification, please call the number shown above. Our hours of operation are [*agency hours of operation*]. If I am not available, please leave a message and I'll get back to you as soon as possible.

Thank You,

[*Name, Title*]
cc: Landlord

Termination of Rental Assistance

DMH Housing may terminate a Participant's rental assistance payments in accordance with federal regulations and DMH Housing policies, as applicable. Termination usually happens because of violations of federal regulations, DMH Housing policies, the lease and/or the Household Obligations. All Participants must be offered due process before rental assistance can be terminated; due process consists of a formal hearing**.** For detailed information about hearing procedures, due process and termination, see Chapter 6, "Hearings and Due Process."

See the **s**ample form, "Notice of Termination of Rental Assistance," on the next page.

Return to Top of Chapter 4

FORM—Notice of Termination of Rental Assistance (Sample)

[*Agency Letterhead***]**

TO: [*Program Participant*]

FROM: [*Processing Center Staff Name*]

[*Agency Name*]

DATE: [*Date*]

RE: **Termination of [Shelter Plus Care *or* RAP] Rental Assistance**

This letter is to advise you that you have not complied with the requirements of the [Shelter Plus Care *or* Rental Assistance] Program. Program rules state that rental assistance may be terminated because of violations of federal regulations, DMH Housing policies, the lease, or Household Obligations. Rental assistance payments for your household will terminate because you or a member of your household violated the following regulation, policy, lease provision or household obligation:

[*List violations*]

We have notified your landlord of this decision by sending a copy of this notice.

If you wish to appeal this decision, you have the right to a hearing. To request a hearing, fill out and sign the form at the bottom of this letter and return it to this agency within ten working days of the date at the top of this letter. **In order to receive a hearing, your request for a hearing must be received by this office by the close of business on [date].** If your request is not received within the time period indicated above, you will waive your right to a hearing and our decision to terminate your rental assistance will become final.

If your rental assistance is terminated, you will be responsible for paying:

- All rent owed to your landlord
- The cost of repairing any damage to your unit that is not normal wear and tear.

cc: Landlord

If you want to receive a hearing on the termination of your rental assistance, check the box below, sign and date.

☐ I want to receive a hearing on the termination of my rental assistance.

_____ _____

(print name) (signature)

_____

(date)

The Processing Center may not terminate a Program Participant from rental assistance without approval from DMH Housing.

Participants may voluntarily terminate their own participation in a Program.

- A Participant who wishes to terminate participation in the Program but continue living in the same rental unit under the same lease and pay full rent needs only inform the Processing Center in writing that he wishes to terminate rental assistance.

- If the Participant wishes to terminate her participation in the Program and vacate the current rental unit, she must do so in accordance with the lease document. She must advise the Processing Center and the Landlord in writing of her intention to do so at least 30 days prior to vacating the unit.

See the **s**ample form, "Program/Lease Voluntary Termination Form Letter," on the next page.

Return to Top of Chapter 4

FORM—Program/Lease Voluntary Termination Form Letter (Sample)

Date: _____

To: Processing Center: _____

Staff Person Name: _____

RE: Voluntary Termination From Rental Assistance

Please be advised that this letter serves as a 30-day notice that I intend voluntarily give up my rental assistance.

[Check one option below.]

☐ I intend to remain in my current unit and pay all of my own rent.

☐ I intend to vacate my current unit within the next 30 days.*

*If you chose the 2nd option, be sure to give your Landlord a copy of this letter.

_____
(signature)

_____
(print name)

Termination of Lease and Moving

SPC and RAP Participants must stay in their first assisted rental unit for 12 months; after that, the Participant may move once per year if desired or needed with the following limitations:

- Move-outs must be timed to coincide with the end of the lease year;
- The Participant must notify his or her Case Manager 60 days in advance of the move-out date;
- Upon notice of the intended move-out, Case Managers are required to evaluate the reasons for the Participant's desire to move in order to ensure that the move will not jeopardize the Participant's housing stability;
- If the case manager does not approve of the move, they must notify DMH Housing immediately;
- Participants must provide written notice to the Processing Center of their intention to move at least 30 days prior to the move-out date, and must include a letter from Case Manager approving the move;
- Participants must provide written notice to the Landlord of their intention to move at least 30 days prior to the move-out date.

If the Participant wants to move before the end of any lease term, permission may be granted only with a written statement from the Landlord to the Processing Center releasing the Participant from the lease. Under certain circumstances involving, for example, the Participant's health, safety, or employment needs, DMH Housing may waive the above limitations.

Eviction

A Landlord may evict a Participant household from the contracted unit only by instituting a court action. The Landlord must notify the Processing Center in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the Participant pursuant to state or local law. The notice to the Processing Center may be given by furnishing the Processing Center with a copy of the notice to the household.

- **Reminder**: ***eviction does not equal automatic termination of rental assistance.*** Final termination of rental assistance may only approved by DMH Housing.

Return to Top of Chapter 4

Death or Long-Term Absence From the Unit

For a single individual Participant in SPC and RAP, the death of the Participant automatically terminates further housing assistance. If a single Participant will be absent from the unit for longer than 90 days because of incarceration or institutionalization, housing assistance also terminates automatically, and no formal hearing or other termination procedures are required. If the Landlord could not be given 30 days' notice before the absence from the unit began, the Processing Center will pay rent on the unoccupied unit for the month following the one in which the absence began.

When an SPC or RAP Participant who has other household members dies, or is incarcerated or institutionalized for longer than 90 days, any remaining members of the household can continue to receive assistance until the end of the lease in effect for the assisted unit. If there is no written one-year lease in effect at the time of such an occurrence, the end-date of the lease that was signed when the Participant initially moved into the assisted unit will be used as the end-date of assistance. The Processing Center must send written notice to the remaining household members notifying them of the date housing assistance will end.

Short-Term Absence From the Unit

SPC and RAP Participants may be absent from their units for up to 90 days and continue to receive rental assistance. Participants who are incarcerated for 90 days or less do not lose their housing assistance. Participants are required to notify the Processing Center if they plan to be absent from their unit for longer than 30 days. Participants who plan to be absent from their rental unit for 30 days or longer must arrange to uphold all conditions of their lease during their absence—especially including payment of any rent for which they are responsible.

Landlord Participation

Landlords are required to provide the following in writing prior to execution of the Housing Assistance Payment contract:

- Proof of ownership;
- Name, address and telephone number;
- Name(s) of agents or managers who are authorized to act in their behalf and/or sign documents;
- Tax ID or Social Security Number; and
- Corporate status

As provided in 24 CFR Section 982.306, the Processing Center may not approve a unit if the

Landlord:

- Is known to have violated obligations under a HAP contract;
- Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- Has engaged in any drug-related criminal activity or any violent criminal activity;
- Has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- Has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - Threatens the right to peaceful enjoyment of the premises by other residents;
    - Threatens the health or safety of other residents, of employees or contractors of the Processing Center, or of employees of the Landlord or other persons engaged in management of the housing;
    - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises;
    - Is drug-related criminal activity or violent criminal activity;
    - Has a history or practice of renting units that fail to meet state or local housing codes; or
    - Has not paid state or local real estate taxes, fines or assessments.

For purposes of this section, "Owner" includes a principal or other interested party.

Landlords are permitted to screen Participant on the basis of their tenancy histories. A Landlord may consider the Participant's background with respect to such factors as payment of rent and utility bills; caring for a unit and premises; respecting the rights of others to the peaceful enjoyment of their housing; drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and compliance with other essential conditions of tenancy.

In accordance with the Code of Federal Regulations, the Processing Center may give the Landlord the following information about a Participant: 1) name and address (as shown in the Processing Center's records); and 2) the name and address of the Landlord at the Participant's current and prior address, if applicable.

Return to Top of Chapter 4

Security Deposits and Damages

The initial security deposit for the Participant will be paid by the Processing Center. DMH Housing Programs will not pay security deposits in excess of one month's rent.

When the tenant moves out of the rental unit, the Landlord, subject to state and/or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the Participant, damages to the unit beyond ordinary 'wear and tear', or for other amounts the tenant owes under the lease.

The Landlord must give the Processing Center an itemized list of all items charged against the security deposit, the amount of each item, and copies of receipts for any materials purchased and for any labor hired. After deducting the amount used to reimburse the owner, the owner must refund within 30 days the full amount of the unused security deposit balance to the Participant.

DMH Housing can pay an amount up to the cost of one month's rent to a Landlord in reimbursement for repairs to properly documented damages caused by a SPC and RAP Participants. The Landlord must submit in writing to the Processing Center an itemized list of damages repaired and copies of receipts or invoices documenting the costs of such repairs.

Subsequent security deposits must be paid by the Participant. DMH Housing may authorize payment of additional security deposits under exceptional circumstances; where such circumstances may exist, the Processing Center staff must contact DMH Housing for authorization.

Utility Allowance

SPC and RAP utility allowances are calculated by the Processing Center as described below. For most households participating in SPC, the utility allowance is given by deducting the allowance from the amount of rent the household owes each month. In some cases, a utility reimbursement will be owed to the participating household. Such reimbursements are paid directly to the utility provider of the Program Participant's choice.

To calculate a utility allowance, the Processing Center obtains utility allowance schedules for their area from the local Public Housing Authority. The appropriate utility allowance

schedule will be selected for each client based on the utilities in the unit and the trash removal services in each area. **It is essential that Processing Centers obtain and use only the most current utility allowance schedules from the appropriate Public Housing Authority.** A blank copy of HUD's form, "Allowances for Tenant-Furnished Utilities and Other Services," is available at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud5a

Utility Reimbursements are paid directly to utility providers. Participants must select the utility provider to receive the payment. This information must be provided by the Participant in writing, along with a copy of their most current utility bill. This information is collected from the Participant when the Housing Assistance Payment contract is first executed and each year at Annual Recertification.

When documenting the information above, Processing Center staff should also ensure that the utilities account in question is in the name of an adult living in the assisted household.

Adjustments of Tenant Rent

Adjustments of Tenant Rent shall be made in accordance with recertification procedures.

When a household's income increases or decreases, the Tenant Rent is adjusted and the adjustment is effective the first day of the month following the date the income change was reported by the family. The "date reported by the family" is the date the household supplies adequate documentation of the change as required by the Processing Center.

- Return to Table of Contents
- Return to Top of Chapter 4

CHAPTER FIVE—Monthly Invoices

- *Invoice Timeline*
- *Electronic Submission*
- *Shelter Plus Care Excel Invoice Files**
  - *FORM—SPC Invoice—Renewal Grant —Participant Detail Sheet (Sample)*
  - *FORM—SPC Invoice—Renewal Grant —SPC Housing Invoice (Sample)*
  - *FORM—SPC Invoice—Renewal Grant —LOCCS Form (Line of Credit Control System) (Sample)*
- *Shelter Plus Care Activity Logs for Administrative Costs**
- *Rental Assistance Program Excel Invoice File*
  - *FORM—RAP Participant Detail Sheet (Sample)*
- **Return to Table of Contents**

Submitting timely and accurate monthly invoices to DMH Housing is a crucial part of a Processing Center's contractual duties. The invoices are the mechanism by which DMH pays the Processing Centers the funds needed to pay the rents for all Participants in the SPC and RAP Programs, along with the administration fees paid to the Processing Centers for administering these Programs. DMH Housing depends on the invoices to be accurate because the figures submitted are used to manage responsibly the state and federal funds that enable the Programs. Invoice procedures for SPC and RAP are similar, but with a few fundamental differences.

Invoice Timeline

DMH Housing follows a schedule that allows a detailed check on the contents of all invoices and results in the requested funds being deposited in Processing Center accounts in time to issue rent checks that will be received by Landlords by the first day of the month. Generally, invoices must be submitted electronically to DMH Housing by the 15th of the month prior to one for which rents are being paid; this date can vary, and each month DMH Housing sends an email to all Processing Center contacts establishing that month's submission deadline. It is essential that Processing Center staff observe this deadline to ensure that rents are paid on time.

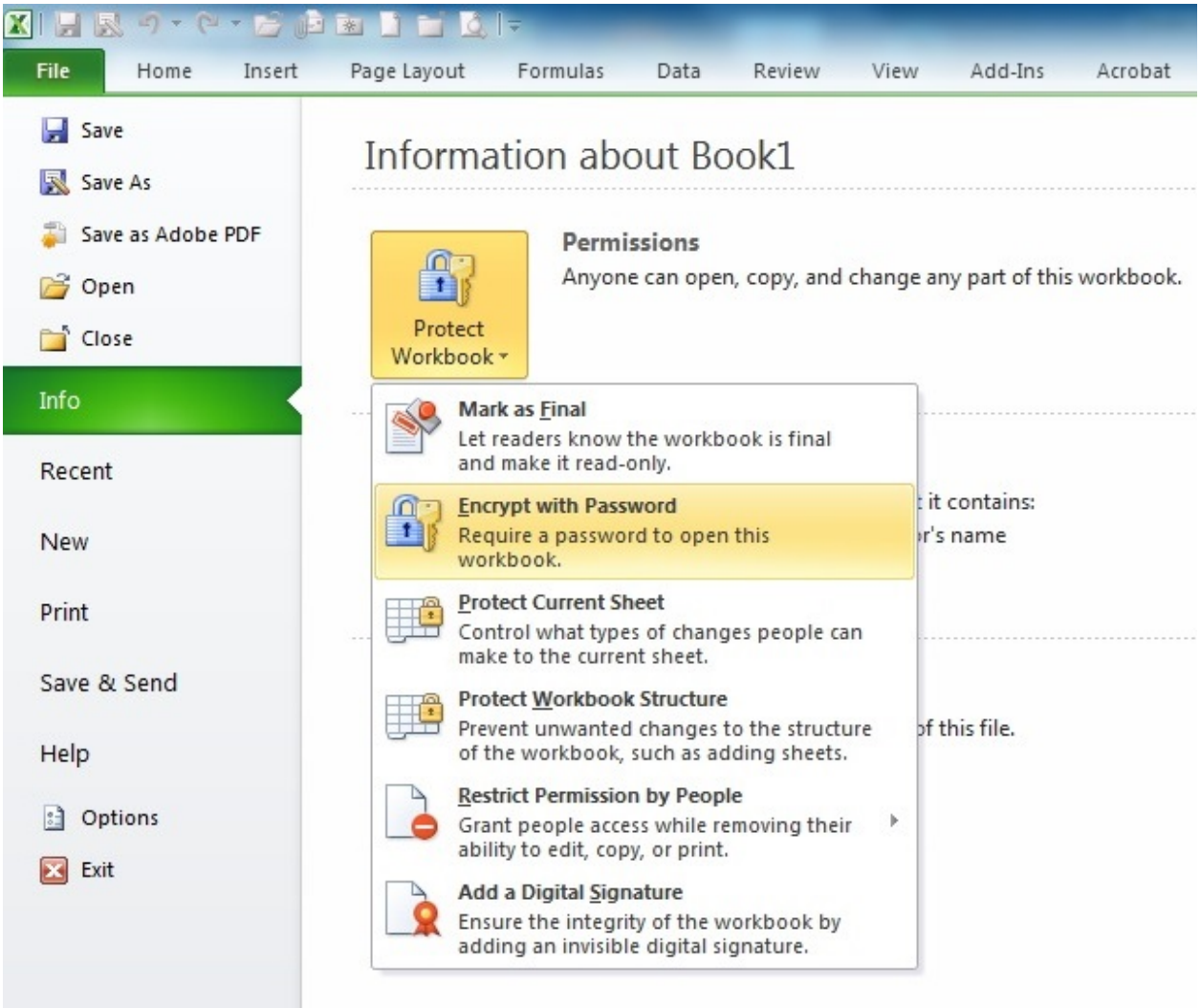
Electronic Submission

Invoices are submitted via electronic mail on a customized Excel spreadsheet. Because the invoice contains the names of disabled persons participating in SPC and RAP, the Excel file must be password-protected by the Processing Center before it is attached to the e-mail, to comply with HIPAA regulations concerning the confidentiality of protected personal information.

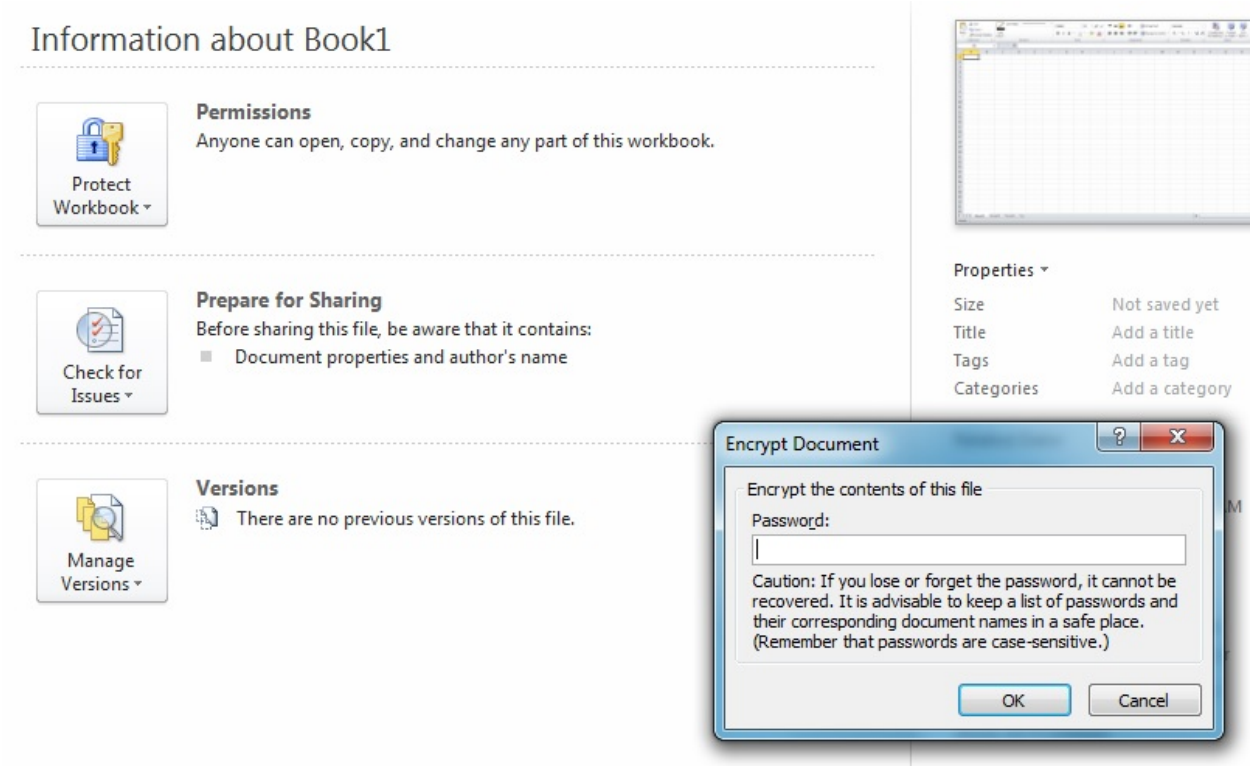
DMH uses Excel from Microsoft Office 2010. The procedure for adding a password to an Excel 2010 file is shown below. Processing Centers using other versions of Excel are expected to password protect their invoice files using the procedures native to those versions of the software.

See below for the steps to password protect an SPC or RAP invoice in Excel 2010:

Step 1: Go to File Tab in Excel and click the Protect Workbook icon; then choose "Encrypt with Password."



Step 2: Enter the password in the field and click OK. Save the file.



Processing Centers are cautioned that passwords must be recorded or remembered exactly as used, because Excel does not allow for retrieval of a forgotten password.

Passwords are pre-set by DMH Housing and should never be changed without notifying DMH Housing first.

*Shelter Plus Care Excel Invoice Files**

DMH Housing uses two versions of the Shelter Plus Care invoice: one for grants in one-year renewal status, and one for grants still in their initial five year status. The reason for the two versions is that certain federal regulations affecting how the administrative fee is paid and what can be billed for affect only grants in renewal status. The two forms are similar and have the same three parts in three separate worksheets:

1. Participant Detail Sheet;
2. DMH SPC Housing Invoice Form; and
3. HUD LOCCS Form (Line of Credit Control System). Invoices for grants in renewal status as of 2015 no longer include the LOCCS form.

FORM—SPC Invoice—Renewal Grant —Participant Detail Sheet (Sample)

SHELTER PLUS CARE INVOICE DETAIL

Acme Processing Center
GRANT: MO1234L7P111205 TRA SCZ4
February 2014

Please use the following codes in the Remarks Column when billing for these items:
HQS: HQS Inspection ($75), **SD:** Security Deposit (1 month's rent max.), **NP:** New Participant ($100)
O/B: Over-billed, **U/B:** Under-billed, **Recert:** Re-certification

Client Name	Service Provider	Client Type	# Bed	Contract Rent	Tenant Rent	HAP Rent	Utilities	Rental Assistance	Adjustments	Remarks
Cameron, Bren	Swope	SMI	1	650.00	200.00	450.00		175.00	450.00	HQS $75, NP $100, U/B January HAP $450
Dallas, Korbin	Ozark Center	PWOD	3	1,000.00	255.00	745.00			10.00	U/B January HAP--change in income
Liddell, Alice				0.00	0.00	0.00			(430.00)	O/B January HAP--client terminated by DMH effective 12/31/13
Seldon, Harri	Family Guidance	SMI	1	630.00	100.00	530.00		805.00	213.00	HQS $75, NP $100, SD $630, U/B January prorated HAP $213
Smith, Winston	BJC	SMI/CSA	2	800.00	0.00	800.00	73.00			
White, Snow				0.00	0.00	0.00				client moving--on hold
				0.00	0.00	0.00				
				0.00	0.00	0.00				
TOTAL				**3,080.00**	**555.00**	**2,525.00**	**73.00**	**980.00**	**243.00**	

Housing Assistance Payment (HAP Rent)	2,525.00
Utilities	73.00
Rental Assistance (i.e., HQS, SD, NP)	980.00
Sub Total	3,578.00
Adjustments	243.00
Total Rent	3,821.00
Admin Fee	532.00
Total Due	**4,353.00**

Return to Top of Chapter 5

The above image shows a sample Detail Sheet for a renewal grant invoice. The Detail Sheet shows the name of the Processing Center, the HUD grant code, the DMH grant code, and the month billed for at the upper left. It also indicates "TRA" for 'tenant-based rental assistance'. A few invoices will have "SRA" for 'sponsor-based rental assistance. Most of this information populates automatically if the form's formulae are working correctly.

The column headings are:

- **Client Name**: list the names of the Participants in the program, last name first, alphabetized by last name, and with both first and last in the same column. All names in the sample are fictional.
- **Service Provider**: this is the name of the agency providing mental health support services to the Participant. For new Participants, this information is found on page 1 of the DMH SPC Application; for Participants in the program longer than one year, the information will come from their recertification documents.
- **Client Type**: this is the Participant's diagnosis, established by their original SPC Application, and shown on the SPC Referral cover sheet. Please enter these exactly as shown, in ALL CAPS:

  - **SMI**: Serious Mental Illness
  - **CSA**: Chronic Substance Abuse
  - **SMI/CSA**: a combination of the two above, also known as a 'dual diagnosis'.
  - **PWOD**: Person With Other Disabilities; in this case, designating persons with developmental disabilities
  - **PWA**: Person With AIDS

- # **Bed**: this is the number of bedrooms in the rental unit leased by the Participant

- **Contract Rent**: the amount of the rent specified in the Participant's lease.

- **Tenant Rent**: the amount of rent paid by the Participant household, as calculated by the Processing Center. This is also known as the Total Tenant Payment, or TTP

- **HAP Rent**: Housing Assistance Payment Rent, or the amount of rent paid by the Processing Center. The Tenant Rent + the HAP Rent must = Contract Rent. The invoice does not check this equation for you to ensure these figures add up correctly, so it is essential that Processing Center staff check this for accuracy. Bill only the current month's HAP rent in this column.

- **Utilities**: the amount of any utilities credit to be paid on behalf of the Participant household, as calculated by the Processing Center.

- **Rental Assistance**: this column is for recording payments for costs incurred related to a Participant household's move-in or recertification:
  - **HQS**: $75 for a **Housing Quality Inspection**, billable once per household move;
  - **NP**: $100 **new Participant** fee, billable once only for each new household entering the program and actually leasing up. This can only be billed if the new Participant actually leases a rental unit.
  - **SD**: bill **security deposits** for new households and as otherwise authorized for existing households by DMH Housing in this column. Security deposits must not exceed the value of one month's contract rent.

- **Adjustments**: bill here the total of any costs that were underbilled or overbilled in prior months. Such costs are generally related only to HAP rent and utilities. Adjustments can only be billed as far back as the beginning of the current grant; the grant period is listed on the Processing Center's contract for the grant. See below for more information on adjustments and 'final adjustments.'

- **Remarks**: this column is for providing a short explanation of any adjustments billed for the household; any items billed in the Rental Assistance column; and

other essential information about the Participant's status for the current month.

- Use Remarks to specify all **Adjustments**. To do so, specify 1) what the adjustment is for (generally either HAP Rent or utilities) and 2) what month it pertains too.

- **Example**: a Processing Center was unable to bill for a tenant's January 2014 rent because she moved in on January 1st—which is after the December 15th deadline to bill for January's costs. The Processing Center therefore submits an adjustment for the January HAP payment, e.g., $600, and the remark would say, "U/B Jan HAP $600"—shorthand for, "We couldn't bill earlier for this client's $600 HAP for January because it was too late, so here it is now." There is no need to explain why it was late, because this is an inherent part of the process and is to be expected routinely.

- **Note** that each separate adjusted item must be explained separately, e.g., "U/B Jan HAP $600 & Jan utilities $37," for a total adjustment of $637.

- Use Remarks to specify costs for **Rental Assistance**, e.g., for a new household, "$75 HQS, $600 SD, $100 NP" means that the Processing Center did an HQS inspection as required, paid a $600 security deposit, and the new Participant leased up, which entitles the Processing Center to bill the $100 new Participant fee.

- Use Remarks to explain a Participant's special status, such as why no HAP is being paid. E.g., "Client HAP on hold, client moving," or "Client terminated by DMH effective 3/31/14."

- Always enter a Remark when a Participant has left the program, for any reason. The Participant's name should appear on the invoice with no other information except for a remark that explains briefly why the person left and when their last rent was paid, e.g., "Client terminated by DMH; last rent paid March 2014"; or "Client got married; last rent paid February 2014."

When No HAP Rent Is Paid: All active Participants for whom HAP rent is not being paid in the current month must be listed on the Detail Sheet. This could include Participants in the process of moving, those whose rent assistance has been temporarily suspended for any reason, and those who have just exited the program for any reason. For any Participant not receiving a HAP payment in the HAP Rent column, **omit all their billing information** from the invoice **except of the name and a remark** explaining the reason for no HAP Rent payment is being made (see examples, below).

The sample Detail Sheet above illustrates some issues that Processing Center Staff should be aware of:

- **Participant Alice Liddell**: this fictional Participant was terminated from the SPC program by DMH Housing effective December 31, 2013. In the meantime, her January rent had previously been invoiced by the Processing Center around December 15, 2013. As she is no longer a Participant, the Processing Center is returning the January HAP rent to DMH Housing by making a negative adjustment of $430, using the designation "O/B" for "overbilled" in the Remarks column. Negative adjustments are common because Processing Centers bill DMH Housing mid-month, and then in the intervening period before the next month begins a situation may occur that requires the Processing Center to return the amount billed for, or to return part of it. In this case, because the Participant has left the program, the Processing Center has removed all her billing information from this invoice and stated in the remarks that she was terminated by DMH and that her last rent paid was through December 31, 2013.

- **Participants Bren Cameron and Harri Seldon**: both these fictional Participants are new to the program and have successfully leased rental units. Bren Cameron moved in January 1st, so the Processing Center has billed as an adjustment a full HAP rent payment for January, using the designation "U/B" for "underbilled," and has also billed DMH for an HQS inspection and the new Participant fee. Harri Seldon moved in after January 1st, and so the Processing Center has billed a prorated January HAP payment, along with the HQS and new Participant fees. They have also billed for a security deposit for Harri Seldon. Note that the HAP adjustments are in the Adjustments column, while all the other fees billed for these clients are move-in related and thus are billed in the Rental Assistance column.

- **Participant Snow White**: this fictional Participant is currently in a "break in assistance," i.e., she is in the process of moving from one unit to another and the Processing Center is withholding the HAP rent payment until a new lease-up is complete. In the real world, most moves take place quickly enough so that such breaks in assistance don't happen, but sometimes this does happen. In this situation the Processing Center must omit the bedroom type, the diagnosis and all payment information, except for any necessary adjustments, and must note in the Remarks column what's going on with the Participant. Note that in this situation, **do not exit the Participant from the HMIS in use**; the person is still considered an active Participant even though no rent is currently being paid.

Adjustments in General: As stated above, only bill adjustments for activity that occurred during the current grant period.

- **Example**: the grant administered by the Processing Center has a grant period of March 1, 2013, to February 28, 2014. In January 2014 the Processing Center discovers that it failed to bill DMH for a client's HAP adjustment of $20 that was incurred for the month of October 2012. Unfortunately, the Processing Center **cannot** recover that $20 because October 2012 belongs to the prior grant's program year, which is now closed by HUD.

Adjustments should always be submitted on the next invoice as soon as they are known and finalized. **Never let adjustments accumulate unbilled**; doing so makes it much more difficult for DMH Housing staff to manage grant funds effectively, and even makes it possible that DMH will be unable to pay those funds owed to the Processing Center.

Specifying Adjustments in the Remarks Column: as described above, when billing for an adjustment, Processing Centers must explain briefly 1) what month the adjustment applies to, and 2) what the adjustment is for—normally either a past HAP or a past utility allowance payment.

- **Example:**

	Adjustments	Remarks
WRONG		
	$ (573)	Client moved

	Adjustments	Remarks
RIGHT		
	$ (573)	Client moved; O/B July HAP $500 & July util $73

"TOTAL" Row: Below the last Participant on the Detail Sheet is the Total Row, where all the columns are totaled up. The formulae on the invoice should add these columns correctly, but Processing Center staff should always check the totals before submitting the invoice. The "Contract Rent" total must equal the sum of the "Tenant Rent" plus the "HAP Rent" totals. DMH Housing strongly recommends that this one item always be checked before submission, because if it doesn't add up correctly, it means there is a mathematical error somewhere in the individual Participant details.

"Admin Fee":

- Shelter Plus Care grants in **renewal status** have a 7% administrative fee added on top of the grant, and DMH pays out 1/12th of this amount per month as administration cost to Processing Centers.

- Grants still in five-year **non-renewal status** use the prior method where Processing

Centers bill DMH, via the invoice, 7% of whatever the total housing assistance costs are for that month, and that amount comes directly out of the grant itself.

- Processing Center staff should contact DMH Housing at 573-751-9206 or at housing@dmh.mo.gov if unsure of which method to use.

Dollars and Cents: no SPC invoice should ever contain fractions of dollars. When calculating prorated rent or utility payments, always round those figures up.

Housing Assistance Payment (HAP Rent)		2,525.00
Utilities		73.00
Rental Assistance (i.e., HQS, SD, NP)		980.00
Sub Total		3,578.00
Adjustments		243.00
Total Rent		3,821.00
Admin Fee		532.00
Total Due		**4,353.00**
# of bedrooms	0	0
	1	2
	2	1
	3	1
	4	0
	5	0
		4
Client Types	SMI	2
	CSA	0
	SMI/CSA	1
	PWA	0
	PWOD	1
		4

The image above shows the remainder of the Detail Sheet. The areas below the Total Due field are set up to automatically count each bedroom size and each client type. If the form is used properly, these figures should populate to the rest of the invoice.

'Final Adjustments' Invoices: When a Shelter Plus Care grant year ends, Processing Centers have 60 days to finalize all remaining adjustments and submit them to DMH Housing. Those

adjustments are submitted on a separate invoice called the Final Adjustments Invoice. Processing Centers should typically allow the full 60 days for final adjustment to resolve and then submit the Final Adjustments Invoice at the same time as the regular invoice for the second month of the new grant.

- **Example**: the last month of rent to be paid out of the current grant is March 2014. The new grant begins with April 2014. The Processing Center should wait until it gets ready to submit the regular invoice for May 2014, and submit the Final Adjustments Invoice along with the May 2014 invoice.

The Final Adjustments Invoice lists only the Participants who have adjustments to make, and shows **only** the adjustment amounts—not the normal rents being paid for those Participants that month (those are billed on the 'regular' invoice). For each Participant listed, include the client type and bedroom type as normally shown on a regular invoice.

Return to Top of Chapter 5

FORM—SPC Invoice—Renewal Grant —SPC Housing Invoice (Sample)

Acme Processing Center
1234 Hill Valley Drive
Hill Vally MO 61234

Vendor #: 012345678910

Payment Request for SHELTER PLUS CARE PROGRAM

February 2014
Month, Year

GRANT: MO1234L7P111205 TRA SCZ4

Total Bedrooms by Size		Client Population	
SRO	0	SMI	2
1 Bedroom	2	CSA	0
2 Bedroom	1	SMI & CSA	1
3 Bedroom	1	PWA	0
4 Bedroom	0	PWOD	1
5 Bedroom	0		
TOTAL	**4**	**TOTAL**	**4**

Housing Assistance Payment (HAP Rent)	2,525.00
Utilities	73.00
Rental Assistance (i.e. HQS, SD, NP)	980.00
Sub Total	3,578.00
Adjustments	243.00
TOTAL RENT	3,821.00
Administrative Fee	532.00
TOTAL DUE	4,353.00

Joseph Saint — 2/28/2014
Signature — Date
Phone: 123-456-7890

The image above is a sample Shelter Plus Care Housing Invoice for a renewal grant. It summarizes the information found on the Shelter Plus Care Participant Detail Sheet. Excel formulas should populate most of the fields with the information on the Detail Sheet. If the form isn't populating most fields, contact DMH Housing at **573-751-9206** or **housing@dmh.mo.gov**. The person at the Processing Center responsible for authorizing the contents of the invoice "signs" the bottom of the form and dates it.

Processing Centers should always check before submitting an invoice to make sure the

information accurately reflects what is on the Detail Sheet.

FORM—SPC Invoice—Renewal Grant —LOCCS Form (Line of Credit Control System) (Sample)

LOCCS/VRS
SPC Shelter Plus Care
Request Voucher for Grant Payment

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
OMB Approval No. 2535-0102 (exp. 8/31/2000)

1. Voucher Number	2. LOCCS Pgrm. Area:	3. Period Covered by this Request: (dates)	4. Type of Disbursement:
030	SPC	February 2014	X Partial ☐ Final

5. Voice Resp	6. Grantee Organization's Name:	7. Sponsor Organization's Name:
	MO DMH	

8. Grant No.:	6a. Grantee Organization's TIN:	7a. Sponsor Organization's TIN:
MO1234L7P111205	44-6000987	

9. Information to be completed with each Rental Assistance Request:

Total No. of Rental Units Assisted	Type & No of units	0 SRO	1 1 BR	2 2 BR	3 3 BR	4 4 BR	5
4		0	2	1	1	0	0

Total No. of Tenants Assisted:	Type & No of units	0 SMI	1 CSA	2 SMI & CSA	3 PWA	4 PWOD	TRA SC??
4		2	0	1	0	1	

10. Line Item no.	Type of Funds Requested	Amount: (round to nearest dollar)
1000	SRA Rental Assistance	$ -
1060	Administration	$ 532.00
2000	TRA Rental Assistance	$ 3,821.00
3000	PRA Rental Assistance	$ -
3100	PRA Rental Assistance (Non-Rehab)	$ -
11.	Voucher Total:	$ 4,353.00

The above image is a sample HUD LOCCS (Line of Credit Control System) form showing the figures found on the previous parts of the sample invoice. Only grants that have not yet renewed in 2015, and grants not in renewal status, still use this form. DMH uses the LOCCS Form to draw down funds from the SPC grant accounts DMH has with HUD. DMH deposits the funds in Processing Center accounts monthly to be paid out as Shelter Plus Care assistance. The LOCCS Form recapitulates the Program's Participant information—numbers of unit sizes and client types—and the total assistance and administrative fee requested.

HUD uses this information to track SPC grant expenditures and to monitor that the client populations specified in the grant contract with HUD are being served. Excel formulas should populate all the fields, except for the HUD grant number.

Always double-check figures for accuracy. Most agencies will follow the format shown in the image above, using the "TRA" (tenant-based rental assistance) field to enter the total amount of assistance. DMH Housing has three "SRA" (sponsor-based rental assistance) grants, and the agencies administering those grants will enter the total assistance in the "SRA Rental Assistance" field.

SPC Invoice for Non-Renewal Grants: SPC invoices for grants not in renewal status are handled in exactly the same way as the above samples with two exceptions:

- **Administrative Fee**: non-renewal grants use the administrative fee system in place prior to 2013, where the Processing Center bills DMH for 7% of the total amount of housing assistance funds requested each month. Invoice forms are set up to calculate this amount automatically. The 7% administrative fee is always rounded off to the nearest full dollar, i.e., $.50 is rounded up to $1, and $.49 is rounded down to $0. If the Processing Center finds that the form in use is not calculating the fee automatically, contact DMH Housing at **573-751-9206** or **housing@dmh.mo.gov** for a replacement. As these grants transition to renewal status, they will adopt the flat-fee 7% administrative fee.

- **Rental Assistance Costs**: grants not in renewal status and not awarded after 2012 are not eligible to bill DMH for the $75 HQS Inspection fee and the $100 New Participant fee. The Rental Assistance column does not appear on the invoices for these grants; the Security Deposit column is in its place. Processing Centers are to bill security deposits only in that column. As these grants transition to renewal status, they will become eligible to bill for these items.

Return to Top of Chapter 5

*Shelter Plus Care Activity Logs for Administrative Costs**

Effective August 15, 2015, HUD has required DMH and its SPC Processing Centers to track time spent on SPC activities eligible for administration fee reimbursement. Each person who performs such activities must keep a monthly log of the time spent on each grant, and these logs are submitted electronically to DMH Housing along with monthly invoices.

SPC eligible activities are designated differently, pre- and post-HEARTH Act. Grants that have gone into renewal status in 2012 or later, or which were originally awarded in 2012 or later, have one set of activity descriptions, and those which were awarded before 2012 and

are not yet in renewal status have a different set of activity descriptions, as follows:

As of August 1, 2015	Grants awarded before 2012	Grants in renewal status or awarded 2012 or later
Eligible Activities	Receive new participants into a SPC program; provide housing information to SPC client and CSW; provide search assistance to SPC client and CSW; conduct Housing Quality Standards Inspection; and process Housing Assistance Payments	General management, oversight, and coordination of SPC contract requirements; preparing program budgets and schedules for SPC; preparing reports and other documents directly related to the program for submission to HUD; and time spent attending HUD-sponsored Continuum of Care trainings
Processing Centers and DMH Grants affected	**SAVE:** SZG0; **Kim Wilson Housing:** SZI0; **ESC:** SZJ0; **Pathways:** SZK1; **CMCA:** SZM1; **COMTREA:** SZH0; **Preferred Family Healthcare:** SZR2; **MVCAA:** SZO2; **St. Patrick Center:** SZN1; **Queen of Peace:** SZL1, SZE0, SZQ2	All other grants and their respective Processing Centers

The pre-2012 eligible activities are self-explanatory, and describe either specific activities or categories of activities associated with administering SPC vouchers. The post-2012 activities warrant further explanation:

- *General management, oversight, and coordination of SPC contract requirements*: this describes the vast majority of activities that both managers and non-managers do in support of administering SPC vouchers, including most DMH contract requirements, **with two exceptions**: 1) performing HQS inspections, and 2) any activity related to intake on a new client household. These two items are excluded because DMH Processing Centers are able to bill fees separately ($75 for HQS and a $100 "New Person" fee) for these activities.

- *Preparing program budgets and schedules for SPC*: this managerial activity describes time spent preparing agency budgets that include the projected administration fee paid by DMH to the agency; and time spent preparing work schedules for staff working on SPC activities.

- *Preparing reports and other documents directly related to the program for submission to HUD*: for Shelter Plus Care programs, this refers only to the preparation of Annual Progress Reports. Therefore, Processing Centers won't be assigning any time to this activity.

- *Time spent attending HUD-sponsored Continuum of Care trainings*: this applies only, as stated, to HUD-sponsored CoC training, not to other training sponsored by other organizations, even if it relates to CoC or Shelter Plus Care activities.

See Chapter 8 for the "Shelter Plus Care Activity Logs for Administrative Costs" forms.

Rental Assistance Program Excel Invoice File

The Excel file for Rental Assistance Program invoices contains two parts in two separate worksheets, and is very similar to the Shelter Plus Care invoice:

1. RAP Participant Detail Form; and

2. DMH RAP Housing Invoice Sheet

FORM—RAP Participant Detail Sheet (Sample)

DEPARTMENT OF MENTAL HEALTH RENTAL ASSISTANCE PROGRAM

Name: Acme Processing Center Vendor #: 1234567890 (RAP)

Month, Year April-14 RAP

Client Name		Service Provider	Client Type	# BDRM	Contract Rent	Tenant Rent	HAP Rent	HAP Utilities	Security Deposit	Start Up Costs	Adm Fee	Adjustments	Remarks
Carter	Samantha	Burrell Behavioral Health	SMI	3	$625.00	$226.00	$399.00	$0.00	$625.00	$100.00	$51.82	$ 399.00	U/B March HAP
Hammond	George	Burrell Behavioral Health	SMI	3	$800.00	$0.00	$800.00	$0.00			$51.82		
Mitchell	Cameron	Burrell Behavioral Health	SMI/CSA	3	$675.00	$0.00	$675.00	$169.00			$51.82		
O'Neill	Jack	New Horizons	SMI	4	$800.00	$0.00	$800.00	$116.00			$51.82		
Weir	Elizabeth	Pathways	SMI/CSA	2	$585.00	$256.00	$329.00	$0.00			$51.82		
TOTAL					**$3,485.00**	**$482.00**	**$3,003.00**	**$285.00**	**$625.00**	**$100.00**	**$259.10**	**$399.00**	

HAP rent	3,003.00
Utilities	285.00
Sec. Deposit	625.00
Sub Total	3,913.00
Adjustments	$399.00
Total Rent	4,312.00
Admin Fee	259.10
Start Up Costs	100.00
Total Due	**4,671.10**

RAP invoices are the same as Shelter Plus Care invoices with a few differences. Except for the items below, all RAP invoice processing procedures are the same as those for Shelter Plus Care:

- **Administrative Fee**: the RAP administrative fee is calculated per household served. The administrative fee is 7.5% of the highest two-bedroom Fair Market Rent currently in effect in the Processing Center's service area. A Processing Center that serves a single county would automatically compute the fee based on that county's FMR for a two-bedroom unit. An agency that serves multiple counties would need to determine which of its counties has the highest two-bedroom FMR and calculate its fee based on that county. Unlike Shelter Plus Care administrative fees, RAP administrative fees are not rounded to the nearest dollar; for example, the fee in effect as of January 2014 for St. Louis County is $61.05 per household, not $61. Contact DMH Housing at **573-751-9206 or housing@dmh.mo.gov** if you are not certain what your agency's RAP administrative fee should be.

- **Start-Up Costs**: As with SPC renewal grant invoices, Processing Centers may invoice DMH a $100 fee every time a new RAP Participant successfully rents a unit and appears on the invoice. This fee has its own column on the invoice, separate from Security Deposits. There is no separate fee for HQS inspections.

- **LOCCS Form**: RAP invoices do not use a LOCCS form because RAP is not a federally funded program.

- **Housing Invoice Form**: this form is almost identical to that used for Shelter Plus Care invoices, except for the line item for Start-Up Costs.

- **Final Adjustments**: RAP funding is based on the State of Missouri fiscal year, which runs from July 1st to June 30th. Because the funds are not tied to federal contracts, RAP does not have the Final Adjustment Invoice process that Shelter Plus care does, as described above. Therefore, adjustments that were incurred, for example, in May 2014 can be invoiced in August 2014 and still be paid. Processing Centers should be aware the state's fiscal year does impose a delay on payments on all RAP invoices for July. July invoices cannot be processed by DMH until July 1st, which makes payment of July invoices a few days later than all other months.

All other RAP billing practices match those used for Shelter Plus Care. Agencies administering both programs should ensure that they use the same practices for both Programs, where applicable.

- Return to Table of Contents
- Return to Top of Chapter 5

CHAPTER SIX—Hearings and Due Process

- *HUD Regulation**
- *Informal Hearings**
- *Formal Hearings**
- **Return to Table of Contents**

*HUD Regulation**

HUD regulation 24 CFR section 582.320 governs termination of assistance to Shelter Plus Care Participants, as follows:

> § 582.320 Termination of assistance to participants.
>
> (a) *Termination of assistance.* The recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. Recipients must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. Recipients are not prohibited from resuming assistance to a participant whose assistance has been terminated.
>
> (b) *Due process.* In terminating assistance to a participant, the recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:
>
> (1) Written notice to the participant containing a clear statement of the reasons for termination;
>
> (2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
>
> (3) Prompt written notice of the final decision to the participant.

DMH Housing is always willing to work with Program Participants who are experiencing problems that threaten to disrupt their housing stability. Participants are expected to observe and abide by all the rules of DMH housing assistance programs; when they can't or don't, DMH Housing has two 'levels' of review it can apply, depending on the situation: Informal Hearings and Formal Hearings. These procedures apply to both Shelter Plus Care and Rental Assistance Program Participants. Formal hearing procedures are based on the regulation above.

*Informal Hearings**

An informal hearing may be arranged when a Participant is experiencing problems relating to their rental unit, support services or outside causes. Such a hearing is an informal meeting

designed to clarify program rules and expected behavior, to provide information the Participant and/or Case Manager may need in order to bring a Participant into Program compliance, and to generally assist the Participant in dealing effectively with any issues that may endanger his or her rental assistance. It may consist of a very informal and brief meeting with the Program Participant, or a sit-down meeting involving interested parties to discuss issues that immediately threaten the Participant's ability to continue in the Program.

An informal hearing can be requested by the Processing Center, a DMH Housing Staff member, a Program Participant, or the Participant's Case Manager. DMH Housing staff may attend such a hearing by telephone. If multiple interested parties need to attend, the Processing Center staff is responsible for inviting them.

No formal agenda or format is required in an informal hearing. The hearing consists of informal discussion, fact-finding, and resolution among the parties present.

An informal hearing must precede any decision by DMH Housing staff to terminate a Participant's SPC assistance, except in the situations described in Chapter 4, "Death or Long-Term Absence From the Unit."

Informal hearings are conducted by a DMH Housing Staff person, either in person or by telephone. Participants should always include the Program Participant, the Case Manager, and appropriate Processing Center staff. Other interested parties may be included at the discretion of the DMH Housing, and may include the Landlord or property manager and any other individuals involved deemed appropriate by DMH Housing Staff. The Participant may have legal counsel present at their own expense and may bring up to two additional representatives or advocates. The Participant shall have the opportunity to present any written or oral testimony they wish.

All parties involved must have access to all relevant written and electronic documentation regarding the issues to be discussed. The Participant may examine any Processing Center documents directly relevant to the situation, and will be given copies upon request. DMH Housing and the Participant may both present evidence and question witnesses who are present. All evidence presented shall be considered.

Processing Center staff are responsible for documenting the results of an informal hearing. Documentation of the hearing must state the reasons for the hearing and the decision. All such documentation must be kept in the Participant's Program file.

While most informal hearings lead to no further action by DMH Housing, some require a decision by DMH Housing on future actions to be taken, depending on the issues involved and their severity. If a decision is required on a Participant's continuation in the SPC Program, the DMH Housing Staff person will make the decision no later than five working

days after the hearing, and a written decision will be issued by the Processing Center staff in consultation with the attending DMH Housing staff person. If feasible, the decision should be given to all participants in the hearing that same day. Factual determinations relating to the issues that prompted the informal hearing shall be based on a preponderance of the evidence presented at the hearing.

The DMH Housing staff person assigned to the program has the final say with respect to the outcome of the informal hearing.

*Formal Hearings**

If the results of an informal hearing indicate that a Participant's assistance should be terminated, DMH Housing staff will direct the Processing Center to send written notice of the termination to the Participant. This notice is in the form of a letter comparable to that found in Chapter 4, "FORM—Notice of Termination of Rental Assistance (Sample)." The letter or notice must notify the Participant (1) of the reasons for the termination of rental assistance, and (2) that he or she has the right to appeal the termination by requesting a formal hearing within ten working days. The following steps are required to initiate and conduct the formal hearing.

1. The Participant must submit a written request to the Processing Center requesting a formal hearing on the termination from assistance. A request for a formal hearing must be submitted to the Processing Center **within ten working days** of the date on the notice of termination of rental assistance. If no request for a formal hearing is received within ten working days, the Participant is deemed to have waived his or her right to a hearing and the termination takes place automatically.

2. On receiving a written request for a hearing, the Processing Center schedules the formal hearing. Attendance by a DMH Housing Staff person is mandatory. The Processing Center invites all other relevant persons, who may include the Participant's Case Manager, the Landlord, and any other persons who have first-hand knowledge or documentation of the issues involved. The Participant may be represented by legal counsel at his or her own expense, and may bring up to two additional persons to act as witnesses.

3. 24 CFR Section 582.320(b)(2) requires that review of the termination decision be done by someone other than the person (or a subordinate of that person) who originally made the termination decision. The policy of DMH Housing is to request that three persons who are unfamiliar with the Participant personally, have no prior knowledge of the issues that lead to the termination, and have no personal interest in seeing the formal hearing resolved one way or another, review the termination decision and make a final decision. Some Processing Centers employ a person who is designated as

a Hearing Officer, and whenever possible, this person will be asked to preside over the formal hearing. Otherwise, one of the three impartial persons conducting the formal hearing should be designated by DMH Housing to preside over the conduct of the hearing.

4. The three impartial persons examine all written and electronic documentation, hear the testimony of all witnesses, and jointly make the final decision on the formal hearing. The role of the DMH Housing Staff person is to facilitate the presentation of evidence and to explain how he or she determined that termination was the appropriate step. Processing Center staff will provide an agenda for the formal hearing, will make available copies of relevant paper documentation and provide access to relevant electronic records to everyone present.

5. A final decision should be rendered verbally while the Participant is present, to be followed up by written notice sent by the Processing Center. If for any reason an immediate verbal decision is not feasible, the decision must be issued within five working days in writing by the Processing Center to the Participant documenting the formal hearing final decision. The decision is final and no further appeals are available.

- **Return to Table of Contents**
- **Return to Top of Chapter 6**

CHAPTER SEVEN—Program Monitoring and Evaluation

▪ Return to Table of Contents

As required by DMH contracts with Processing Centers, DMH Housing annually monitors the performance of Processing Centers. The monitoring, or review, will be scheduled in advance on a date that is mutually agreed upon, and DMH Housing shall send confirmation in writing. The review may result in more than one visit depending on the outcome of the initial report.

DMH Housing reviews each Processing Center for compliance with the terms of the Processing Center's contract with DMH, the policies set forth in this Manual, and local, state and federal fair housing laws and ordinances. The DMH Housing form, "Program Monitoring Tool," defines the activities reviewed for compliance, which include but are not limited to:

- Maintenance of complete and organized program Participant files, and HIPAA-compliant use and storage of files;
- Accuracy of Participant income and rent calculations, and rent payments;
- Proper conduct of Rent Reasonableness surveys and HQS inspections;
- Timely completion of program Participant recertifications;
- Timely and accurate entry of HMIS data, completion of data corrections, and running of reports, including the HUD Annual Progress Report; and
- Maintenance of staff time sheets documenting the amount of time spent on Shelter Plus Care activities (including time spent on individual grant programs where the Processing Center administers more than one program), and submission of time sheets with invoices on a monthly basis.

See Chapter 8 for the "Program Monitoring Tool" form.

As part of the Processing Center monitoring, DMH Housing may also request to conduct its own Housing Quality Standards inspections of program-assisted rental units to provide quality control on HQS inspections done by the Processing Center.

Per the contract between DMH and the Processing Center, there may also be a financial audit. Financial audits are scheduled separately and conducted by DMH Accounting staff, rather than the Housing staff.

A written report on the monitoring results shall be completed by DMH Housing and mailed within 30 days of the review to all involved parties, including the Executive Director and

Board President of the Processing Center.

▪ **Return to Top of Chapter 7**

CHAPTER EIGHT—Forms and Online Resources

▪ Return to Table of Contents

The "💻"symbol indicates an online resource or form. Please report broken links to DMH Housing at 573-526-3125 or housing@dmh.mo.gov.

Landlord Forms ("Landlord Packet")

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Sample) 💻
- Lead-Based Paint Fact Sheet (optional; a two-page PDF file concisely defining all requirements for landlords regarding lead-based paint) 💻
- FORM—Request for Tenancy Approval
- FORM—Missouri Residential Lease Agreement (Sample)
- FORM—Tenant-Based Housing Assistance Payments Contract (Sample)* (revised August 2015)
- FORM—Landlord, Agent or Management Company Contact Information (Sample)
- FORM—Unit Data Sheet (Sample)
- IRS Form W-9 💻

Processing Centers

- Income Limits 💻
- Fair Market Rents 💻
- FORM—Verification of Employment (Sample)
- FORM—Household Obligations* (required form) (revised August 2015)
- Allowances for Tenant-Furnished Utilities and Other Services (blank form) 💻
- FORM—Rent Reasonableness Survey and Certification (Sample)
- HQS Inspection Form 💻
- DMH HQS Inspector Training Materials 💻
- FORM—Recertification and HQS Inspection Notice Letter (Sample)
- FORM—Recertification Form—Shelter Plus Care (Sample)* (revised August 2015)
- FORM—Recertification Form—Rental Assistance Program (RAP) (Sample)
- FORM—Program/Lease Voluntary Termination Form Letter (Sample)
- FORM—Notice of Termination of Rental Assistance (Sample)
- FORM—Hearing Documentation Form (Sample)
- Missouri Department of Elementary and Secondary Education: Serving Homeless Children 💻
- EPA Publication "Protect Your Family From Lead In Your Home" 💻

HMIS

- FORM—HMIS Update Form for DMH Shelter + Care Processing Center Agencies (revised August 2015)
- FORM—HMIS Update Form—Additional Persons (revised August 2015)

Invoices

- FORM—SPC Invoice—Renewal Grant —Participant Detail Sheet (Sample)
- FORM—SPC Invoice—Renewal Grant —SPC Housing Invoice (Sample)
- FORM—SPC Invoice—Renewal Grant —LOCCS Form (Line of Credit Control System) (Sample)
- FORM—RAP Participant Detail Sheet (Sample)
- FORM—Shelter Plus Care Activity Log for Administrative Costs—Initial Status (new, August 2015)
- FORM—Shelter Plus Care Activity Log for Administrative Costs—Renewal Status (new, August 2015)

Case Managers

- FORM—Applicant Homelessness History (Sample)
- DMH Housing Web Site: Download SPC Application; Check Most Current Version of SPC Application

Program Applicants and Participants

- Missouri Landlord-Tenant Law
- Missouri Department of Mental Health Housing Unit Web Site
- FORM—Program/Lease Voluntary Termination Form Letter (Sample)
- Missouri Sex Offender Registry

DMH Housing

- FORM—DMH Program Monitoring Tool (Part 1: Participant Files)
- FORM—DMH Housing Program Monitoring Tool (Part 2: Exit Interview)
- HUD Publication "Defining Chronic Homelessness: A Technical Guide for HUD Programs"
- Tenant Rent Calculations for Certain HUD McKinney Act Programs

Return to Top of Chapter 8

FORM—Request for Tenancy Approval

REQUEST FOR TENANCY APPROVAL

Missouri Department of Mental Health Housing Assistance Programs

Please note that this HUD form has been adapted for use by the Missouri Department of Mental Health (DMH) Housing Unit. All former references to the Housing Choice Voucher Program have been changed to DMH rent subsidy programs. All references to Public Housing Authorities (PHA) have been changed to DMH local rent subsidy Processing Center.

1. Name of Processing Center			2. Address of Unit (street address, apt. number, city, zip		
3. Requested Beginning Date of Lease	4. No. of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection

9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached/Row House ☐ Manufactured Home ☐ Garden/Walkup ☐ Elevator/High Rise

10. If this unit is subsidized, indicate type of subsidy:

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (insured or noninsured) ☐ Section 515 Rural Development
☐ Home ☐ Tax Credit ☐ Other (Describe other subsidy, including any state or local subsidy)

_____

11. Utilities and Appliances

The Owner shall provide or pay for the utilities and appliances indicated below by checking the box marked "Owner." The Tenant shall provide or pay for the utilities and appliances indicated below by checking the box marked "Tenant." Unless specified below, the Owner shall pay for all utilities provided by the Owner.

Item	Specify fuel type	Provided by	Paid by
Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☐ Electric ☐ Other	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Cooking	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☐ Electric ☐ Other	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Water Heating	☐ Natural Gas ☐ Bottle Gas ☐ Oil ☐ Electric ☐ Other	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Other Electric	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Water	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Sewer	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Trash Collection	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Air Conditioning	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Refrigerator	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Range/Microwave	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant
Other (specify)	- ➢	☐ Owner ☐ Tenant	☐ Owner ☐ Tenant

12. Owner's Certifications

c. Check one of the following:

a. The program regulation requires the Processing Center to certify that the rent charged to the housing assistance program tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than four units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and Unit Number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the household, unless the Processing Center has determined (and has notified the Owner and the household of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a household member who is a person with disabilities.

☐ Lead-based paint disclosure requirements do not apply because the property was built on or after January 1, 1978.

☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the Owner has provided the lead hazard information pamphlet to the family.

13. The Processing Center has not screened the household's behavior or suitability for tenancy. Such screening is the Owner's responsibility.

14. The Processing Center will arrange for inspection of the unit and will notify the Owner and household as to whether or not the unit will be approved.

Print or type name of Owner/Owner Representative		**Print or type name of Program Participant**	
Signature		**Signature (Program Participant)**	
Business Address		**Present Address of Household (street address, apt. no., city, zip code)**	
Telephone Number	**Date**	**Telephone Number**	**Date**

Return to Top of Chapter 8

FORM—Landlord, Agent or Management Company Contact Information (Sample)

Please print legibly. Anything that is unreadable will cause delays in rental payments.

Property Owner name and address: _____

_____

_____

Property Owner phone: _____ cell phone: _____

Property Owner fax: _____

Agent or Management Company for the Property Owner

Contact person name: _____

Address: _____

_____

Agent/Management Co. phone: _____

Agent/Management Co. fax: _____

Checks should be made out and mailed exactly as follows:

_____

_____

_____

_____

(Name of Owner or Agent) (Date)

My signature above verifies that I own or am able to act on behalf of the owner of the rental property described in this packet.

Return to Top of Chapter 8

FORM—Unit Data Sheet (Sample)

Date _____

Landlord/Owner/Property Manager: Please provide the following information about the unit to be rented to the rental assistance program Participant.

Requested Rent _____

Census Tract _____

Unit Address _____

City _____ **Zip Code** _____

Owner/Agent _____ **Phone** _____

General Information:

Unit Type: ☐ Single Family ☐ Multi-Family
☐ Plexes, Garden, Town or Row House ☐ Other (specify _____)

General Condition: ☐ Minimal ☐ Average ☐ Above Average ☐ New

Measured Square Footage: _____ **Approximate Age:** _____

No. of Bedrooms: _____ **No. of Bathrooms:** _____ **No. of Rooms:** _____

CHECK ALL THAT APPLY:

☐ Patio/Deck/Porch/Yard ☐ Garage/Carport ☐ Extra Storage ☐ Fence
☐ Basement ☐ Recreational Facilities ☐ Public Transportation
☐ Maintenance Provided

☐ Carpet ☐ Blinds ☐ Ceiling Fan(s) ☐ Fireplace
☐ Dishwasher ☐ Garbage Disposal ☐ Washer/Dryer
☐ Coin-Operated Laundry ☐ Owner-furnished Range ☐ Owner-furnished Refrigerator
☐ Central Air Conditioning ☐ Portable A/C Unit

Utilities (please circle):

Heating:	Gas or Electric	Tenant Pays	or	Owner Pays
Stove:	Gas or Electric	Tenant Pays	or	Owner Pays
Water Heater:	Gas or Electric	Tenant Pays	or	Owner Pays
Water: _____		Tenant Pays	or	Owner Pays
Electricity:_____		Tenant Pays	or	Owner Pays

Additional Comments: _____
_____
_____

Return to Top of Chapter 8

FORM—Missouri Residential Lease Agreement (Sample)

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

W I T N E S S E T H :

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ County, Missouri, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of **one year**, such term beginning on _____, and ending at 12 o'clock midnight on _____.

2. **RENT**. The total rent for the term hereof is the sum of _____ DOLLARS ($_____) payable on the _____ day of each month of the term, in equal installments of _____ DOLLARS ($_____), first installment to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **DAMAGE DEPOSIT**. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of _____ DOLLARS

($_____) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. **USE OF PREMISES**. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____ _____ _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **NON-DELIVERY OF POSSESSION**. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession

cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

9. **HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **UTILITIES**. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

    (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

    (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

    (c) Not obstruct or cover the windows or doors;

    (d) Not leave windows or doors in an open position during any inclement weather;

    (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

    (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

    (g) Keep all air conditioning filters clean and free from dirt;

    (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

    (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

12. **DAMAGE TO PREMISES**. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES**. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE**. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. **TENANT'S HOLD OVER**. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS ($_____) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

16. **SURRENDER OF PREMISES**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

17. **ANIMALS**. Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS ($_____), _____ DOLLARS ($_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. **DEFAULT**. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

21. **LATE CHARGE**. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ DOLLARS ($_____).

22. **ABANDONMENT**. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

23. **ATTORNEYS' FEES**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

24. **RECORDING OF AGREEMENT**. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

25. **GOVERNING LAW**. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Missouri.

26. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

27. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

29. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

30. **NON-WAIVER**. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

31. **MODIFICATION**. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

32. **NOTICE**. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

    If to Landlord to:

    _____
    [*Landlord's Name*]

    _____
    _____
    [*Landlord's Address*]

    If to Tenant to:

    _____
    [*Tenant's Name*]

    _____
    _____
    [*Tenant's Address*]

    Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. **ADDITIONAL PROVISIONS; DISCLOSURES**.
    _____
    _____
    _____
    _____

_____
_____
[Landlord should note above any disclosures about the premises that may be required under Federal or Missouri law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this _____ day of _____, 20_____.

LANDLORD:

Sign: _____ Print: _____ Date: _____

As to Tenant, this _____ day of _____, 20_____.

TENANT ("Tenant"):

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

Return to Top of Chapter 8

FORM—Household Obligations*

[NOTE: this form may be altered to conform it to agency form specifications, but the written content may not be altered. It must be used by all DMH-contracted agencies that administer Shelter Plus Care or Rental Assistance Program vouchers.]

Household Obligations

For Persons and Households Receiving Assistance
Under the Missouri Department of Mental Health's Shelter Plus Care Program
or Rental Assistance Program

I. TERMS

1. _____ is the person receiving housing assistance through the Missouri Department of Mental Health (DMH), and is referred to as "you" throughout this document.

2. _____ is the Processing Center agency contracted with DMH to administer housing assistance funds locally. Processing Centers pay rental assistance to rental property owners; conduct housing assistance orientations and housing quality inspections; maintain records of households receiving DMH housing assistance; notify property owners of repairs needed; and help negotiate with Owners.

3. "Owner" refers to the landlord, owner or property manager of the rental unit you will be living in.

II. PURPOSE

1. In order to receive housing assistance from the Department of Mental Health (DMH) through [*Processing Center*], you must agree to abide by the rules and obligations written below.

2. The purpose of these rules and obligations is a) to ensure that all Participants are treated fairly and equally, b) to ensure the financial stability of DMH's housing assistance programs, and c) to ensure compliance with federal, state and local laws that affect DMH's housing assistance programs and tenants in general.

3. Failure to comply with any of the rules and obligations stated below may result in the suspension or termination of your housing assistance. If your assistance is suspended because you violated

these rules, you may be subject to owing late fees to the Owner of your rental unit. If your assistance is terminated because you violated these rules, you may be subject to eviction from your unit.

III. HOUSEHOLD OBLIGATIONS

1. Obligation to Provide Documentation to Show and Maintain Eligibility:
To be considered eligible for housing assistance, you and all household members must supply true and complete information requested by [*Processing Center*] necessary for the administration of the program, including but not limited to:

- Proof of citizenship or legal residence for all household members
- Release of Information form(s)
- Household income not more than 30 days old
- Household composition (a list of all members who live in household)
- Proof of Social Security numbers for all household members
- Missouri state-issued picture identification or military identification for those 18 and older in the household
- Birth certificates for all household members who are minors (under the age of 18)

Some of these documents are also required by [*Processing Center*] once per year to show that you are still eligible for assistance. This is called your annual recertification. Failure to provide any information or documentation requested by [*Processing Center*] can result in the suspension or termination of your rent assistance.

2. Obligations Regarding Income:
You are obligated to pay 30% of your gross income toward your rent. [*Processing Center*] staff will inform you of the exact amount of rent you owe when you enter the housing assistance program; whenever you report a change in your income; and once per year at your annual recertification of eligibility.

If you have no income, you must make an effort to obtain some form of income after entry into a DMH housing assistance program. Income can consist of employment or benefits such as Social Security Disability Income (SSDI) or Supplemental Security Income (SSI). Not having income after two years will result in DMH Housing working closely with you and your case manager or community support worker to identify the reason for the lack of income and to find ways to improve your income situation.

All changes in income must be reported to [*Processing Center*] within 30 days of the date of the change. Failure to report a loss of income means you will be paying more than your fair share of your rent. Failure to report an increase in income may cause suspension or termination of your housing assistance.

3. Utilities in the Rental Unit:
Any and all utility service(s) that you are required to maintain must be on and working at all times, and while receiving assistance from [*Processing Center*].

Any utilities that are agreed to be your responsibility, as defined by the lease, must be in your name as the head of household. Utilities may not be in any other person's name.

Having your utility services shut off because of lack of payment, and having utility services in the name of another person, are both grounds for termination of your rental assistance.

4. Location of Rental Unit:
DMH and [*Processing Center*] strive to give you as much choice as possible in choosing the location of your rental unit. However, the location is limited because it must be within the Continuum of Care associated with the DMH program administered by the Processing Center. See the table below that defines these areas:

Your Current Location	Where You Are Limited to Choosing a Unit
St. Louis City	St. Louis City
St. Louis County	St. Louis County
Kansas City	Within Kansas City city limits and all of Jackson County
Springfield	Greene, Webster and Christian Counties
St. Joseph	Andrew, Buchanan and DeKalb Counties
Joplin	Jasper and Newton Counties
All other cities and counties	Varies by location; the Processing Center will tell you exactly what area the DMH program covers.

DMH rental assistance vouchers are not portable.

5. Adding Additional Persons to Assisted Rental Unit:
No person(s) other than those listed on the application for rental assistance and the lease shall live/stay in the residence other than on a temporary basis, not to exceed 30 days, in a calendar year. This is to ensure that the amount of rent you owe is accurately based on the total monthly income of that household.

All occupants of the household must be approved by [*Processing Center*]. You must promptly inform [*Processing Center*] of the birth, adoption, court-awarded custody or guardianship of a child or adult. You must request approval to add any additional person.

If you need to add an additional person to the household, you agree to: a) contact the Owner for permission to add a person, b) have your case manager write a letter in support of adding the additional person; and c) provide [*Processing Center*] with a written request stating why the additional person should be added to the household. [*Processing Center*] then forwards the request to DMH for approval.

When you add an additional person to your household, [*Processing Center*] requires information about that person similar to what you provided when you began receiving housing assistance. If the person being added is a child under the age of 18, you are responsible for submitting the required information to [*Processing Center*], and if it is not submitted, your housing assistance may be suspended or terminated. If the person being added is an adult age 18 or over, you, your case manager, and the new household member must come to [*Processing Center*] to complete required forms and provide required identification and income information. If the required information is not provided, your housing assistance may be suspended or terminated.

6. Moving Policy:

The terms of your lease govern how often you can move, and therefore you may not move if such a move breaks the terms of your lease. Leases are for one year, and therefore you must remain in your rental unit for at least one year.

If you have lived in your unit less than one year and feel you must move sooner, you must submit a written request to [*Processing Center*], which is subject to approval by DMH.

You must give a minimum thirty-day written notice (or as otherwise specified in your lease) to the Owner prior to any move. [*Processing Center*] must also receive a copy of this written notice at least 30 days prior to any move. If you move without giving notice to the Owner and to [*Processing Center*], your rental assistance may be terminated.

[*Processing Center*] will not provide an inspection for any new unit or transfer payment until proper written notice has been provided to the Owner and [*Processing Center*]. Any notice you submit will be verified with the current Owner by [*Processing Center*].

[*Processing Center*] will not pay for a participant to live in any other residence during a month in which a payment for the original approved residence has been made.

7. Inspections:

You must allow an inspection of your rental unit prior to moving in. You must not sign a lease until after the rental unit has passed inspection.

As part of your annual recertification, you must allow an annual re-inspection of the rental unit.

8. Recertifications:

As a recipient of housing assistance from DMH and [*Processing Center*], you must agree to cooperate in the annual recertification of your eligibility for assistance. [*Processing Center*] will notify you in writing by mail 60-90 days in advance of the deadline that your recertification is approaching. To complete your recertification, you must provide the following information and documentation to [*Processing Center*] by the deadline set:

- A list of everyone currently residing in your rental unit; everyone in the unit must be on the lease and approved by [*Processing Center*];
- Documentation no older than 30 days of all sources of cash income in the household; this includes but is not limited to employment income, Social Security income, unemployment, TANF, and child support; and

Failure to submit the required recertification information to [*Processing Center*] by the deadline may result in suspension of your housing assistance. If you refuse to cooperate with requests made by [*Processing Center*] as part of the recertification process, your housing assistance will be terminated.

9. Obligation to Abide By the Terms of the Lease:
   - You and each member of the household are required to abide by the terms of the lease.
   - You must pay your share of the rent, if any, on time, according to the terms of the lease.
   - You must pay your share of the utilities, if any, on time, according to the terms of the lease.
   - You, your guests, and all members of the household will not damage the rental unit or the property on which it sits.
   - You will be financially responsible for any and all damages caused to the unit and the property.
   - You, your guests, and all members of the household will respect the rights and privacy of neighbors and fellow tenants.
   - You must give [*Processing Center*] prompt notice of any lease violation notices, notices to vacate, and eviction notices that you receive from the Owner of your rental unit.

10. Use and Occupancy of Residence:
    - You must live in the rental unit assisted by the housing assistance program and you may not have any other residence, including residing in an emergency shelter, transitional housing, or other assisted housing.
    - You may not sublease the rental unit.
    - You may not assign the lease or transfer the rental unit.
    - You may not enter into a lease with option to purchase agreement or contract on the rental unit.
    - If you plan to be absent from the unit longer than 30 consecutive days, you must inform [*Processing Center*] before the absence begins. If you plan to be absent from the unit on a day your share of the rent is due, you must make arrangements to pay the rent in your absence. You must, upon request, provide proof that the residence is being occupied by the household member(s) listed on the voucher and lease.
    - All household members must abide by the law and may not engage in drug-related activity, violent criminal activity, fraud, bribery or any other corrupt or criminal act.
    - No member of the household may receive another subsidy for the same residence, from Section 8 or any other city, county, state, federal or private funds that could be considered to duplicate the assistance provided by [*Processing Center*].

- Rental assistance may be terminated if you engage in criminal activities that threaten the health, safety or right to peaceful enjoyment of other residents in or near the premises.
- Rental assistance may be denied or terminated if any member of the household engages in threatening, abusive or violent language or behavior toward [*Processing Center*] personnel.
- No household member shall own or have a financial interest in the residence.
- [*Processing Center*] will in no way be responsible for any debts or expenses you owe. Your obligations as set forth by the lease, rental agreement, or utility company are yours. Housing assistance payments are made on your behalf and are considered assistance only.
- You are responsible for communicating any changes in assistance to [*Processing Center*]. [*Processing Center*] will make all possible effort to keep you and the Owner informed as to the status of housing assistance payments.
- [*Processing Center*] will not be held accountable for late fees charged by the Owner.
- When a change in the rental assistance amount is made because of a move, a change in income, expenses or household composition, [*Processing Center*] will make the change within 30 days.

You agree to hold harmless [*Processing Center*], a duly organized not-for-profit corporation doing business in the State of Missouri. FURTHERMORE, you agree to indemnify and hold harmless [*Processing Center*], its agents, heirs, employees and assignees for any damages of whatever kind, of whatever nature, wherever situated, for any causes of actions, or suits particularly on account of the provision of [*Processing Center*].

My signature below indicates that I have read and understand the above Household Obligations; and that I will abide by these rules. Failure to abide by these Household Obligations may result in termination of rental assistance. If assistance is terminated, I understand that I may request a hearing.

I/We certify that the information given to [*Processing Center*] on household composition, income, household assets, allowances and deductions is accurate and complete to the best of my/our knowledge. I/We understand that false statements made or information given is a violation of federal law. I/We also understand that false statements or information are grounds for termination of housing assistance.

> TITLE 18, SECTION 1001 OF THE UNITED STATES CODE, STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING A FALSE OR FRAUDLENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES.

My/our signature(s) below indicates that I have received a copy of this document.

_____

Please print Participant name

_____ _____

Participant Signature Date

_____

Please print Spouse/other adult name

_____ _____

Spouse/other adult Signature Date

_____ _____

Processing Center Representative Signature Date

Return to Top of Chapter 8

FORM—Tenant-Based Housing Assistance Payments Contract (Sample)*

Tenant-Based Housing Assistance Payments Contract

This Tenant-Based Housing Assistance Payments Contract (Contract) is entered into between _____, Landlord, and _____, (Processing Center).

The purpose of this Contract is to assist the Tenant(s) identified in Section A to lease a decent, safe and sanitary dwelling unit from the Landlord. The Processing Center will make housing assistance payments to the Landlord on behalf of the Tenant in accordance with this Contract.

ARTICLE 1. CONTRACT UNIT, TENANT AND LEASE

Section A. This contract applies only to the Tenant(s) and contract unit listed here:

Contract Unit: _____

Tenant(s): _____

Section B. The Landlord shall lease the contract unit to the Tenant. The Lease to be executed by the Tenant and the Landlord for the contract unit has been approved by the Processing Center and shall be executed in the form approved. The Lease shall contain all provision required by the Missouri Landlord/Tenant Law and shall not contain any provision prohibited by the Missouri Landlord/Tenant Law.

ARTICLE 2. TERM OF CONTRACT

The Term of Contract shall begin on _____

And end on _____.

ARTICLE 3. RENT: HOUSING ASSISTANCE PAYMENT

Section A. The total monthly rent payable to the Landlord during the term of this Contract is called the "contract rent". Initially and until adjustment of the contract rent by the Processing Center, the total contract rent shall be $_____ per month. The Processing Center will pay, on behalf of the client, $_____.

Section B. The portion of the contract rent payable by the Tenant ("tenant rent") will be an amount determined by the Processing Center. This amount is the maximum amount the Landlord can require the Tenant to pay for rent of the contract unit, including all services, maintenance and/or utilities to be provided by the Landlord in accordance with the Lease. The amount of the tenant rent is subject to change during the term of the Contract, however, the total monthly rent amount paid to the Landlord will be the same as cited in **Article 3, Section A**, above. Any changes in the amount of the tenant rent will be effective on the date stated in the notification by the Processing Center to the Landlord and the Tenant. Initially and until such change the Tenant shall pay $_____ per month

to the Landlord as the tenant rent.

Section C. Each month the Processing Center shall make a housing assistance payment to the Landlord on behalf of the tenant in accordance with this Contract. The monthly housing assistance payment is equal to the difference between contract rent and the tenant rent. The amount of the housing assistance payment shall be determined by the Processing Center.

Section D. The Landlord shall not charge the Tenant late fees or other penalties for failure to pay move-in costs on the date the Lease becomes effective. The Landlord understands that Housing Assistance Payments and the Security Deposit are paid to the Processing Center by the United States Department of Housing and Urban Development, and the initial payment could be delayed up to 45 days before the first month's rental payment and/or deposit can be made. Every effort will be made to make the initial payment as quickly as possible on the tenant's behalf.

ARTICLE 4. MAINTENANCE, OPERATION, AND INSPECITON

Section A. The Landlord agrees to maintain and operate the contract unit and related facilities to provide decent, safe, and sanitary housing, including the provision of all services, maintenance, and utilities as agreed to in the Lease. If the Processing Center determines that the Landlord is not meeting his obligation, the Processing Center shall have the right, even if the Tenant continues in occupancy, to terminate or reduce housing assistance payments to the Landlord and to terminate the Contract.

Section B. The Processing Center shall have the right to inspect the contract-unit and related facilities, no more than quarterly and no less than yearly, and at such other times as may be necessary, as determined by the Processing Center, to assure that the unit is in decent, safe, and sanitary condition, and that the Landlord is providing all of the services, maintenance and utilities agreed to under the Lease.

Section C. If the Processing Center determines that the contract unit is not in decent, safe, and sanitary condition, the Processing Center may terminate the Contract upon written notice by the Processing Center to the Landlord. The Processing Center and the tenant shall not be obligated to pay any rent beyond the termination date specified in the written notice.

Section D. Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Landlord.

ARTICLE 5. MONTHLY PAYMENTS TO LANDLORD

Section A. The Landlord shall be paid under this contract on or about the first day of the month for which payment is due. The Landlord agrees that the endorsement on the check:

1. Shall be conclusive evidence that the Landlord has received the full amount of the housing assistance payment for the month, and,
2. Shall be a certification by the Landlord that:
    a. The contract unit is in decent, safe, and sanitary condition and the Landlord is providing all services, maintenance, and utilities as agreed to in the Lease;
    b. The contract unit is leased to the Tenant name in **ARTICLE 1, Section A**, and the Lease is in accordance with **ARTICLE 1, Section B**;
    c. The contract rent does not exceed rents charged by the Landlord for other comparable unassisted unit;
    d. Except for the housing assistance payment and the tenant rent as provided under this contract, the Landlord has not and will not receive any payment or other considerations as rent for the contract unit;
    e. The Tenant and the Processing Center do not own, or have any interest in the contract unit. If the Landlord is a Cooperative, the Tenant may be a member of the Cooperative.

Section B. If the Processing Center determines that the Landlord is not entitled to the payment or any part of it, the Processing Center, in addition to other remedies, may deduct the amount of the overpayment from any amounts due to the Landlord, including amounts due under any other housing assistance payments.

ARTICLE 6. SECURITY DEPOSITS AND AGENCY REIMBURSEMENTS FOR UNPAID RENT AND DAMAGES

Section A. The Landlord may collect a security deposit that is equal to not more than one month's contract rent.

Section B. After the Tenant moves from the contract unit, the Landlord may (subject to state and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. Within thirty (30) calendar days, the Landlord will give the Tenant and the Processing Center a written list of all items to be charged against the security deposit and the amount of each item. After agreement of the amounts and items, the Landlord shall promptly refund the full amount of the balance to _____ (Processing Center).

Section C. The Landlord shall comply with all federal, state and local laws regarding interest payment on security deposits.

ARTICLE 7. PAYMENT FOR VACATED UNIT

Section A. Housing assistance payments shall be made by the Processing Center to the Landlord under this Contract only for the period during which the contract unit is leased and occupied by the Tenant during the term of the Contract except as

follows:

Section B. If the Tenant moves from the contract unit in violation of the Lease, the Landlord shall receive the housing assistance payment due under the Contract for the month in which the Tenant moves from the unit.

ARTICLE 8. TERMINATION OF TENANCY

Section A. The Landlord shall not terminate the tenancy of the Tenant except for: (1) serious or repeated violation of the terms and conditions of the Lease, (2) other good cause.

Section B. The Landlord may evict the Tenant from the contract unit by notifying the Tenant in writing by certified mail. Notice to the Processing Center must be given by providing to the Processing Center a copy of the eviction notice to the Tenant.

ARTICLE 9. NONDISCRIMINATION IN HOUSING

The Landlord shall not, in the provision of services, or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sexual orientation, gender, gender identity, veteran status, handicap, national origin or familial status.

ARTICLE 10. COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEW

The Landlord shall cooperate with the Processing Center in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

ARTICLE 11. AGENCY ACCESS TO PREMISES AND LANDLORD'S RECORDS

Section A. The Landlord shall provide any information pertinent to this Contract that the Processing Center may reasonably require.

Section B. The Landlord shall permit the Processing Center or any of its authorized representatives to have access to the premises for the purpose of audit and examination; and to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract, including verification of information pertinent to the Housing Assistance Program.

ARTICLE 12. RIGHTS OF PROCESSING CENTER IF LANDLORD BREACHES THE CONTRACT

Section A. Any of the following shall constitute a breach of Contract:

a. If the Landlord has violated any obligation under this Contract; or

b. If the Landlord had demonstrated any intention to violate any obligation under this Contract; or

c. If the Landlord has committed any fraud or made any false statement to the Processing Center in connection with the Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program.

Section B. If the Processing Center determines that a breach has occurred, the Processing Center may exercise any of its rights or remedies under the Contract. The Processing Center shall notify the Landlord in writing of such determination. The notice by the Processing Center to the Landlord may require the Landlord to take corrective action (as verified by the Processing Center) by a time prescribed in the notice. The Processing Center's rights and remedies under the Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the Contract.

Section C. Any termination or reduction of housing assistance payments, or termination of the Contract by the Processing Center in accordance with this contract, shall be effective as provided in a written notice by the Processing Center to the Landlord.

ARTICLE 13. PROCESSING CENTER RELATON TO THIRD PARTIES

Section A. The Processing Center does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.

Section B. The Landlord is not the agent of the Processing Center, and this Contract does not create or affect any relationship between the Processing Center and any lender to the Landlord or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with implementation of this Contract.

ARTICLE 14. CONDITIONS FOR HOUSING ASSISTANCE PAYMENTS

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

ARTICLE 15. ENTIRE AGREEMENT; INTERPRETATION

This Contract contains the entire agreement between the Landlord and the Processing Center. No changes in this Contract shall be made except in writing signed by both the Landlord and the Processing Center.

ARTICLE 16. WARRANTY OF LEGAL CAPACITY AND CONDITON OF UNIT

Section A. The Landlord warrants that the unit is in decent, safe, and sanitary condition and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

Section B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

SIGNATURES:

AGENCY

_____
Name of Processing Center

By: _____
Signature of Processing Center Official Date

_____ (address of Processing Center)

_____
Official Title

LANDLORD

_____
Name of Landlord or Landlord Representative

By: _____
Signature of Landlord Date

Return to Top of Chapter 8

FORM—Recertification Form—Shelter Plus Care (Sample)*

[*Agency Letterhead*]

As a recipient of Shelter Plus Care assistance, you must fill out this form as part of your recertification. You must meet with your Case Manager to complete this form. Please supply the information requested below:

Name: _____

Contact Phone Number: _____

Address: _____

_____

Please fill out the following chart as accurately as possible. Be sure to include **all individuals** living in your unit. Income from any of the following sources must be included: Social Security, Welfare Assistance such as TANF, employment wages (excluding children under 18), interest, dividends and disability payments.

The following people reside at the above address and have the following income:

Name/relationship	Date of Birth	Social Security Number	*Income/Assets Source	**Income dollar amount & frequency/Assets value
Head of Household /self				

***DOCUMENTATION OF ALL REPORTED INCOME AND ASSETS MUST ACCOMPANY THIS FORM.** Examples of documentation include: a Social Security Award Letter, pay check stubs, annuity income statements, etc.

**Income frequency should be listed as "once a week," "every 2 weeks," "once a month" or however it may apply.

(Continued on Next Page)

Are you enrolled in supportive services? If yes, please provide your Case Manager's name, agency, and phone number:

Case Manager name: _____

Agency name: _____ Phone number: _____

Please understand that completion of this form and providing the information requested here are requirements for continued rental assistance.

Please sign in the box below.

The information provided above is true and complete to the best of my knowledge. I understand that false or misleading information could result in the loss of rental assistance.

_____

Signature Date

If you have questions or need assistance with this form, call: [*Agency Phone*]

Return to Top of Chapter 8

FORM—Recertification Form—Rental Assistance Program (RAP) (Sample)

[*Agency Letterhead*]

As a recipient of RAP assistance, you must fill out this form as part of your recertification. You must meet with your Case Manager to complete this form. Please supply the information requested below:

Name: _____

Contact Phone Number: _____

Address: _____

_____

Please fill out the following chart as accurately as possible. Be sure to include **all individuals** living in your unit. Income from any of the following sources must be included: Social Security, Welfare Assistance such as TANF, employment wages (excluding children under 18), interest, dividends and disability payments.

The following people reside at the above address and have the following income:

Name/relationship	Date of Birth	Social Security Number	*Income/Assets Source	**Income dollar amount & frequency/Assets value
Head of Household /self				

***DOCUMENTATION OF ALL REPORTED INCOME MUST ACCOMPANY THIS FORM.** Examples of documentation include: a Social Security Award Letter, pay check stubs, etc.

**Income frequency should be listed as "once a week," "every 2 weeks," "once a month" or however it may apply.

(Continued on next page)

Please provide your Case Manager's name, agency, and phone number:

Case Manager name: _____

Agency name: _____ Phone number: _____

Your Case Manager must attach the following to this form (check the boxes below to indicate these are attached):

- ☐ A letter verifying current case management
- ☐ Verification that you are on a wait list for Section 8 wait list or other type of permanent housing wait list
- ☐ An updated Service Plan or Treatment Plan no older than one year

Please understand that these are program requirements for continued rental assistance.

Please sign in the box below.

The information provided above is true and complete to the best of my knowledge. I understand that false or misleading information could result in the loss of rental assistance.

_____

Signature Date

If you have questions or need assistance with this form, call: [*Agency Phone*]

Return to Top of Chapter 8

FORM—Hearing Documentation Form (Sample)

☐ Informal Hearing ☐ Formal Hearing **Hearing Date:** _____

Hearing Location: _____

Participant Name: _____

SSN: _____ **DOB**: _____

Present Address: _____

Landlord Name: _____ **Landlord Phone**: _____

Case Manager Name: _____ **CM Phone**: _____

Service Provider Agency Name: _____

Persons Present (in person or by phone):

1. DMH Housing Staff: _____
2. Processing Center Staff: _____
3. Case Manager: _____
4. Other: _____
5. Other: _____

Reason for Review (list specific violations of lease, DMH Housing policies, federal regulations, Household Obligations, etc.):

1. _____
2. _____
3. _____

Summary of Review (summarize relevant statements made by those attending): _____
_____
_____
_____
_____
_____

Summary of decision made, as applicable, by DMH Housing Staff (a written decision will be issued to all parties by DMH Housing Staff in a Formal Review): _____
_____
_____
_____

Signature of Processing Center Staff documenting review:

_____

FORM—DMH Program Monitoring Tool (Part 1: Participant Files)

Processing Center _____ **Review Date** _____ **Reviewer** _____

Participant name _____ **Initially referred on:** _____ / _____ / _____

Names of other household members as of review date:

Adults _____ _____

Children _____ _____

_____ _____

Household Composition, Income and Expense Documents ***Use additional sheet if more than one Other Adult**

Participant	**Other Adult*—initials:**
☐ Driver's license/other picture ID ☐ Proof of Social Security Number ☐ Unreimbursed medical expenses | N/A ☐ ☐ Child care/disability care expenses | N/A ☐	☐ Driver's license/other picture ID ☐ Proof of Social Security Number ☐ Unreimbursed medical expenses | N/A ☐ ☐ Child care/disability care expenses | N/A ☐
Minor—initials:	**Minor—initials:**
☐ Birth certificate ☐ Proof of Social Security Number	☐ Birth certificate ☐ Proof of Social Security Number
Minor—initials:	**Minor—initials:**
☐ Birth certificate ☐ Proof of Social Security Number	☐ Birth certificate ☐ Proof of Social Security Number

Application and Referral

- ☐ SPC Referral cover sheet
- ☐ Complete SPC Application
- ☐ Disability Verification
- ☐ Service Plan
- ☐ Homelessness Verification
- ☐ Homelessness documentation
- ☐ Chronic Homelessness Verification | N/A ☐
- ☐ HIPAA Release
- ☐ HMIS Release (if done separately)
- ☐ Notice of Client Rights | N/A ☐
- ☐ Non-citizen legal status documented | N/A ☐
- ☐ HMIS client record checked (printout attached ☐)
  N/A ☐ (if HMIS done by DMH)

Rental Documents **(*or check when done at Recert)**

- ☐ Household income documented *☐
- ☐ Rental unit utilities calculation *☐
- ☐ Tenant income calculation *☐
- ☐ Tenant rent calculation *☐
- ☐ Signed & PC-approved lease
- ☐ Request for Tenancy Approval (or equivalent)
- ☐ HQS Inspection form completed *☐
- ☐ HAP Contract
- ☐ Household Obligations
- ☐ Lead-based paint notice
- ☐ Rent reasonableness survey for current unit
- ☐ Rent reasonableness certification for current unit

Recertification | N/A ☐

Date of most recent recert: _____/_____/_____

- ☐ Recertification Form
- ☐ Recertification letter to client
- ☐ Case mgt/support services certified by provider
- ☐ Household income certified
- ☐ Household composition certified

Due Process Documents | N/A ☐

- ☐ Tenant/CSW contact notes
- ☐ Informal hearing notes
- ☐ Tenant request for formal hearing
- ☐ Hearing documentation
- ☐ Termination documentation

NOTES: _____

_____ _____

_____

Return to Top of Chapter 8

FORM—DMH Housing Program Monitoring Tool (Part 2: Exit Interview)

Processing Center _____ **Review Date** _____

Reviewer _____

Verification of Administrative Fee

☐ Time sheets tracking S+C time spent ☐ Job description includes S+C activities

Notes: _____

HMIS

☐ HMIS data entry being done on an ongoing basis ☐ PC staff are adequately trained to use HMIS

Notes: _____

Exit Interview

Date: _____

Persons Attending: _____

Deficiencies noted and discussed: _____

Correction plan and timeline/deadline: _____

PC Staff concerns and comments: _____

FORM—HMIS Update Form for DMH Shelter + Care Processing Center Agencies

Fax or email this completed form: FAX: 573-526-7797 Dirk.Cable@dmh.mo.gov (ESC and Kim Wilson Housing only)

Please use additional forms if one form won't accommodate an update for all persons involved in the update.

Processing Center/Grant Code: Burrell/JTAH Transitional **SPC Participant Name:**

SSN: - - **DOB:** **Date of Update:**

Type of Update: Entry (new household) ☐ Interval (recert or misc. update) ☐ Exit (entire household leaving) ☐

Move-In/Relocation Information

This household moved into an assisted unit on (date): (*actual move-in date, not date lease begins*).

Address: Street: , apt.: City: Zip code: **County**: **No. of bedrooms**:

Household Composition

☐ Household composition has not changed since the last HMIS update or since DMH's initial referral.

OR

☐ Enter below all household members entering or exiting the household since the last HMIS update or since DMH's referral. ***For each ADDED household member***, you **must** complete and submit an "HMIS Update—Additional Persons" form by fax or email. If you don't have this form, contact Dirk Cable at 573-526-3125 or dirk.cable@dmh.mo.gov. For each exiting household member, you must report their cash income, non-cash benefits, and health insurance status

Added (type an 'x' in the field for 'yes')	**Removed** (type an 'x' in the field for 'yes')	Name of Person Added or Removed

Household Cash Income--Report ALL sources of **cash** income by ALL household members as of the date of this update (*including anyone who left the household or was added to it, named above*), e.g., employment (indicate full-time, part-time, or seasonal employment, and temporary or permanent employment), SSI, SSDI, TANF, child support, unemployment, etc.

Household Member Name	Source of cash Income	Gross Monthly Amount Received/Earned
		$
		$
		$
		$

Household Non-Cash Benefits--Report ALL sources of **non-cash** benefits by all household members as of the date of this update (*including anyone who left the household or was added to it, named above*), e.g., Food Stamps, WIC, TANF services (child care, transportation, other). **Report health insurance in the following section.**

Household Member Name	Source of non-cash benefits	Monthly amount if dollar amount applies
		$
		$
		$
		$
		$

Household Health Insurance--Report the health insurance status for ALL household members as of the date of this update (*including anyone who left the household or was added to it, named above*), e.g., Medicaid, Medicare, SCHIP, VA, etc.

Household Member Name	Has insurance—specify type	Has no insurance; indicate if the person has applied for and been denied, or if the application is pending
		denied [OR] pending
		denied [OR] pending
		denied [OR] pending
		denied [OR] pending
		denied [OR] pending

Reason for Leaving, Destination, and Status at Exit—for all household members exiting (whether it's the entire household or just one individual member moving out), record the reason for leaving, status at exit, and the destination, using the drop down menus.

Exiting Household Member Name	Reason for Leaving	Housing Status at Exit
	Left for a housing opportunity before completing	Literally homeless
	Left for a housing opportunity before completing	Literally homeless
	Left for a housing opportunity before completing	Literally homeless
	Left for a housing opportunity before completing	Literally homeless
	Left for a housing opportunity before completing	Literally homeless
	Left for a housing opportunity before completing	Literally homeless

NOTE: the Destination answer "no exit interview completed" can be used only rarely. If a household leaves without notice, always check with the Community Support Worker, Landlord, or other known contacts, to determine the household's actual destination.

Exiting Household Member Name	Destination
	☐ Permanent Housing: Section 8 ☐ Transitional Housing: Living with family (transitional) ☐ Institutional setting Psychiatric hospital ☐ Homelessness/other: Emergency shelter
	☐ Permanent Housing: Section 8 ☐ Transitional Housing: Living with family (transitional) ☐ Institutional setting Psychiatric hospital ☐ Homelessness/other: Emergency shelter
	☐ Permanent Housing: Section 8 ☐ Transitional Housing: Living with family (transitional) ☐ Institutional setting Psychiatric hospital ☐ Homelessness/other: Emergency shelter
	☐ Permanent Housing: Section 8 ☐ Transitional Housing: Living with family (transitional) ☐ Institutional setting Psychiatric hospital ☐ Homelessness/other: Emergency shelter
	☐ Permanent Housing: Section 8 ☐ Transitional Housing: Living with family (transitional) ☐ Institutional setting Psychiatric hospital ☐ Homelessness/other: Emergency shelter

FORM—HMIS Update Form—Additional Persons

Fill out this form for adults and minors added to an SPC household *who were not included on the original application*. Use one copy per person added.

Participant's/HOH's Name: **Other Adult's Name:** ***or* Minor's Name:**

Social Security Number: - -

Date of Birth:

Does the Participant/HOH have legal custody of this minor? ☐ Yes ☐ No ☐ N/A

Race (check all that apply):
☐ American Indian/Alaska Native
☐ Asian
☐ Black/African-American
☐ Native Hawaiian/Other Pacific Islander
☐ White

Ethnicity:
☐ Hispanic
☐ Non-Hispanic

Gender:
☐ male ☐ female
☐ transgender, male to female
☐ transgender, female to male

What is this person's relationship to the Participant?
☐ spouse ☐ significant other/partner
☐ parent ☐ step-parent ☐grandparent
☐ aunt ☐ uncle
☐ brother ☐ sister
☐ son ☐ daughter ☐step-child
☐ niece ☐ nephew
☐ roommate ☐ other

What is this person's general physical health status?
☐ excellent ☐ very good ☐ good ☐ fair ☐ poor

Is this person pregnant? ☐ Yes ☐No
No. of months:
.....

Last Permanent Address/Location:
☐ Check here if this person's last permanent address zip code (a household paying rent or a mortgage where the person last lived for at least 90 days) was the same as the Applicant's; if it was different, fill it in below.

Zip Code

Did this person spend the night in the same place as the Participant the night before the Application for Shelter Plus Care was filled out? ☐ Yes ☐ No

If the answer above is "no," where was this person at that time?
☐ emergency shelter (includes a domestic violence shelter and a motel or hotel room paid for by an emergency shelter voucher)
☐ a place not meant for human habitation (car, park, etc.)
☐ transitional housing for homeless persons
☐ Safe Haven
☐ jail or prison
☐ substance abuse treatment facility or detox center
☐ hospital or other residential non-psychiatric medical facility
☐ psychiatric hospital or similar facility
☐ long-term care facility or nursing home
☐ other (specify:)

How long did this person stay in the above situation?
☐ one day or less ☐ two days to one week
☐ more than one week but less than one month
☐ one to three months
☐ more than three months but less than one year
☐ one year or longer

Does this person have health insurance? Check all that apply.
☐ Medicare ☐ Medicaid (aka MO HealthNet)
☐ State Children's Health Insurance Program (SCHIP)
☐ employer-provided health insurance
☐ health insurance obtained through COBRA
☐ VA Medical Services ☐ private pay insurance
☐ no insurance

If this person has no health insurance, please state the reason why:
☐ applied; decision pending ☐ applied; not eligible
☐ have not applied

COMPLETE THIS AREA FOR MINORS ONLY

Is this minor currently enrolled in school?
☐ Yes ☐ No ☐ the minor is not old enough

If yes , please give the name of the school:

If yes, type of school: ☐ public ☐ parochial or private

If enrolled, is this minor connected with the school district's official homelessness coordinator?
☐ Yes ☐ No ☐ Don't Know

If not enrolled, give the most recent date of enrollment:

/ /

If the minor is old enough to attend school but is not enrolled, please identify any problems or obstacles to enrollment:
☐ none ☐ residency requirements
☐ availability of school records ☐ birth certificate
☐ legal guardianship requirements
☐ transportation ☐ lack of available preschool programs
☐ immunization requirements
☐ physical examination records ☐ other

Participant's/HOH's Name: **Other Adult's Name:** ***or* Minor's Name:**

Is this person currently in school and/or working on any degree or certificate? ☐ Yes ☐ No ☐ minor not old enough

Has this person received vocational training or been in a trade apprenticeship? ☐ Yes ☐ No

What is the highest grade completed by this person?
☐ no school completed ☐ nursery school to 4th grade
☐ 5th grade to 6th grade ☐ 7th grade to 8th grade
☐ 9th grade ☐ 10th grade
☐ 11th grade ☐ 12th grade, no diploma
☐ high school diploma ☐ GED
☐ post-secondary education

Is this person employed? ☐ Yes ☐ No

If yes, what type of employment is it?
☐ permanent ☐ temporary ☐ seasonal

How many hours did this person work last week?

If not employed, is this person looking for work?
☐ Yes ☐ No

.....

Has this person ever been a victim of domestic violence?
☐ Yes ☐ No ☐ don't know ☐ refused to answer

If yes, how long in the past did this occur?
☐ within past three months
☐ 3-6 months ago (excluding six months exactly)
☐ 6-12 months ago (excluding one year exactly)
☐ One year ago or more
☐ refused to answer

Is this person currently fleeing domestic violence?
☐ Yes ☐ No ☐ don't know ☐ refused to answer

Does this person have a mental illness?
☐ Yes ☐ No
If yes, is the mental illness a disabling condition?*
(*See definition of "disabling condition" at the end of this page.)
☐ Yes ☐ No
If yes, is this person receiving services or treatment for the mental illness? ☐ Yes ☐ No

Does this person have a substance abuse disorder?
☐ yes, alcohol abuse ☐ yes, drug abuse
☐ yes, both alcohol and drug abuse ☐ No
If yes, is the substance abuse disorder a disabling condition? ☐ Yes ☐ No
If yes, is this person receiving services or treatment for the substance abuse disorder?
☐ Yes ☐ No

Does this person have a diagnosis of HIV or AIDS?
☐ Yes ☐ No
If yes, is this a disabling condition?
☐ Yes ☐ No
If yes, is this person receiving services or treatment for HIV or AIDS?
☐ Yes ☐ No

Does this person have a developmental disability?**
(**See definition of "developmental disability" at the end of this page.)
☐ Yes ☐ No
If yes, is the developmental disability a disabling condition?
☐ Yes ☐ No
If yes, is this person receiving services or treatment for the developmental disability?
☐ Yes ☐ No

Does this person have a chronic health condition*?**
(***See a list of some medical conditions that are considered chronic at the end of this page.)
☐ Yes ☐ No ☐ Don't Know
If yes, please specify what the condition is:

If yes, is the chronic health condition a disabling condition?
☐ Yes ☐ No
If yes, is this person receiving services or treatment for the chronic health condition?
☐ Yes ☐ No

Does this person have a physical disability?
☐ Yes ☐ No ☐ Don't Know
If yes, please specify what the disability is:

If yes, is the physical disability a disabling condition?
☐ Yes ☐ No
If yes, is this person receiving services or treatment for the physical disability?
☐ Yes ☐ No

* **"Disabling condition"** means a condition that is expected to be of long-continued and indefinite duration and is expected to substantially impede a person's ability to live independently.

** **"Developmental disability"** includes mental retardation, cerebral palsy, head injuries, autism, epilepsy, and certain learning disabilities. Such conditions must have occurred before age 22 and be expected to continue indefinitely.

*** **Chronic health conditions** include, but are not limited to, heart disease, including coronary heart disease, angina, heart attack and any other kind of heart condition or disease; severe asthma; diabetes; arthritis-related conditions including arthritis, rheumatoid arthritis, gout, lupus, or fibromyalgia; adult-onset cognitive impairments including traumatic brain injury, post-traumatic stress disorder (PTSD), dementia, and other cognitive-related conditions; severe headache/migraine; cancer; chronic bronchitis; liver condition; stroke; or emphysema.

Participant's/HOH's Name: **Other Adult's Name:** ***or* Minor's Name:**

INCOME

CASH INCOME

Does this person receive cash income from any source currently? ☐ Yes ☐ No

If yes, please check the boxes next to all sources of cash income in the list below received by all household members (do not include food stamps); indicate which household member actually receives the income; and state the amount received per month.

Type	Names of Persons Who Have the Cash Income	Amount/Month
☐ Employment income		$
		$
☐ Unemployment Insurance		$
☐ Supplemental Security Income (SSI)		$
		$
☐ Social Security Disability (SSDI)		$
		$
☐ VA Service-Connected Disability Comp.		$
☐ Private disability insurance		$
☐ Worker's Compensation		$
☐ TANF		$
☐ Social Security retirement		$
☐ VA Non-Service Disability Pension		$
☐ Pension or retirement from a former job (includes military pension)		$
☐ Child support		$
☐ Alimony or other spousal support		$

☐ Other sources of income: **specify any other sources of cash income, monthly amount, and who has the income, below:**

NON-CASH BENEFITS

Does this person receive non-cash benefits or services currently? ☐ Yes ☐ No

Please check the boxes next to all sources of **NON-CASH** benefits and services, and give the name of the household member who has or receives the benefits/services. For food stamps/EBT/SNAP, provide the amount received per month.

Type	Names of Persons Who Have the Non-Cash Benefits	Amount/Month
☐ Food stamps/EBT/SNAP		$
☐ WIC		
☐ VA Medical Services		
☐ TANF childcare services		
☐ TANF transportation services		
☐ Other TANF-funded services		
☐ Other sources		

Participant's/HOH's Name: **Other Adult's Name:** ***or* Minor's Name:**

VETERAN STATUS

Is anyone in this household a veteran? ☐ Yes ☐ No

If yes, name:
If more than one veteran is in the household, please use additional copies of this page.

If no, skip the rest of this section.

What date did the veteran begin military service? **/** **/**

What branch was served in?
☐ Army ☐ Air Force ☐ Navy ☐ Marines ☐ Other ☐ Don't Know

When was the service? Choose one; if the service dates overlap two choices, choose the one containing most of the service time.

☐ Post-September 11th (September 11, 2001-present)

☐ Persian Gulf (August 1991-September 10, 2001)

☐ Post-Vietnam (May 1975-July 1991)

☐ Vietnam (August 1964-April 1975)

☐ Between Korea and Vietnam (Feb. 1955-July 1964)

☐ Korea (June 1950-January 1955)

☐ Between WW2 and Korea (August 1947-May 1950)

☐ WW2 (September 1940-July 1947)

☐ Don't know

Duration of Active Duty: (enter number of months served)

Was the service in a war zone? ☐ Yes ☐ No ☐ Don't Know

If yes, which one?

☐ Europe ☐ North Africa ☐ Vietnam

☐ Laos and Cambodia ☐ South China Sea

☐ China, Burma, India ☐ Korea ☐ South Pacific

☐ Persian Gulf ☐ Afghanistan ☐ Don't know

Number of months in war zone:

Did the veteran receive fire, either hostile or friendly? ☐ Yes ☐ No ☐ Don't Know

Discharge Status:

☐ Honorable ☐ General ☐ Medical

☐ Bad Conduct ☐ Dishonorable

☐ Other ☐ Don't Know ☐ Refused to Answer

- - -

[Processing Center Staff: please print the **Notice of Client Rights** on the next page; have the added person sign the Notice; and fax the signed Notice back to DMH Housing at 573-526-7797.]

HOMELESS MISSOURIANS INFORMATION SYSTEM

Notice of Client Rights

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with applicable federal and state laws. Every person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights terminated and may be subject to further penalties.

FOR DATA BEING ENTERED INTO THE HMIS I UNDERSTAND THAT:

- Staff of other agencies who will see my information have promised to protect it.
- Others using HMIS will protect my information.
- Information I give about physical or mental health problems will not be shared with others.
- Partner Agencies may share information that does not identify me to others.
- I have the right to request who has looked at my file.
- I understand I have the right to ask, "Can I refuse to answer that question," and how my refusal might affect my receipt of services.
- I have the right to view confidentiality policies used by HMIS.
- If I receive assistance through the Supportive Services for Veteran Families (SSVF) Program that my personally identifying information will be exported from HMIS and uploaded to a Veterans Administration (VA) Repository to meet VA-required reporting.
- Another Partner Agency may enter my data into HMIS and therefore may retain the paper copy file.
- If I decide at a later date that I no longer want my information in HMIS, I can request that it be archived.

_____	_____	_____
Client Name (please print)	*Client Signature*	*Date*
_____	_____	_____
Agency Personnel Name (please print)	*Agency Personnel Signature*	*Date*

Return to Top of Chapter 8

FORM—Shelter Plus Care Activity Log for Administrative Costs—Initial Status

Missouri Department of Mental Health
Shelter Plus Care Activity Log for Administrative Costs

To assure compliance with HUD regulations for eligible costs associated with the admin fee, processing centers are required to code the activity as detailed below and log the amount of time spent on administrative activities. Each person involved in eligible administrative activities should complete an activity log for the grant indicated.

Activity Codes:

RP: Received new participants into the program, **HI:** Provided Housing Information to SPC client and CM, **SA:** Provided Search Assistance to Client and CM, **HQS:** Conducted Housing Quality Standards Inspection, **HAP:** Process Housing Assistance Payments

Name: _____ **Title:** _____

Time Period (Month/Year):_____

Grant: _____

Date	Time Spent	Activity Code

Please attach additional pages as needed for each time period.

Hourly Rate _____ **X Total Hours** _____ **= Total Amount $**_____

Signature: _____ **Date:**_____

Supervisor Signature: _____ **Date:**_____

Return to Top of Chapter 8

FORM—Shelter Plus Care Activity Log for Administrative Costs—Renewal Status

Missouri Department of Mental Health
Shelter Plus Care Activity Log for Administrative Costs

To assure compliance with HUD regulations for eligible costs associated with the admin fee, processing centers are required to log the amount of time spent for administrative activities. Each person involved in eligible administrative activities should complete an activity log for the grant indicated on this form. Activity Log(s) must be submitted monthly with the processing center invoices.

Eligible administrative costs generally include the following:

- **GM:** General Management, Oversight, and Coordination of the Shelter Plus Care contract requirements
- **PB:** Preparing program budgets and schedules for Shelter Plus Care
- **HMIS:** Preparing reports and other documents directly related to the program for submission to HUD
- **COCT:** Time spent attending HUD-sponsored Continuum of Care trainings

Name: _____ **Title:** _____

Time Period (Month/Year):_____

Grant: _____

Date	Time Spent	Administrative Activity

Please attach additional pages as needed for each time period.

Hourly Rate _____ **X Total Hours** _____ **= Total Amount $**_____

Signature: _____ **Date:**_____

Supervisor Signature: _____ **Date:**_____

- **Return to Table of Contents**
- **Return to Top of Chapter 8**

CHAPTER NINE—Glossary of Housing Terms

▪ Return to Table of Contents

ADA – alcohol and drug abuse; also, a term describing a person receiving services for alcohol and/or drug abuse from DMH or a DMH provider

Applicant – A person in the process of applying for rental assistance with DMH Housing. A person is considered an Applicant until their income eligibility for a housing assistance Program is verified by a Processing Center.

CAP or CAA (Community Action Agency) – Nonprofit organizations established under the Economic Opportunity Act of 1964 to combat the effects of poverty and help people help themselves in achieving self-sufficiency. Missouri has 19 Community Action Agencies with offices in every county. Many of these agencies act as Processing Centers for DMH Shelter Plus Care programs.

Certificate – A type of rental subsidy

CFR (Code of Federal Regulations) – The entire body of regulations promulgated by all U.S. federal executive agencies

Chronic Homelessness – Long-term homelessness defined by HUD as affecting disabled individuals and families who have experienced homelessness continuously for a year or more, or who have experienced four or more episodes of homelessness over three years.

CoC (Continuum of Care) – A program to help homeless Americans get housing, job training, childcare, and other services. The Continuum of Care, which is the centerpiece of the federal policy on homelessness, stresses permanent solutions to homelessness through comprehensive and collaborative community planning. HUD's CoC Program is a single-source fund for permanent supportive housing projects that used to be funded by three different programs within the CoC process: Supportive Housing (SHP), Shelter Plus Care (SPC) and Section 8 Moderate Rehabilitation for Single Room Occupancy (Mod Rehab SRO). The phrase also commonly refers to the sets of cities and counties that apply for federal homeless assistance through the Continuum of Care process.

Contract Rent – The full monthly cost of renting a unit as set by the Landlord

CPS –comprehensive psychiatric services; also, a person receiving services for mental illness from DMH or a DMH provider

CSA (Chronic Substance Abuse) – HUD's terminology for alcohol and/or drug addiction (see "ADA"); or a person with such a diagnosis

DBH – DMH's Division of Behavioral Health; formerly two separate divisions, Alcohol and Drug Abuse (ADA) and Comprehensive Psychiatric Services (CPS); merged in 2013.

DD – DMH's **Division of Developmental Disabilities** that serves a population that has developmental disabilities such as mental retardation, cerebral palsy, head injuries, autism, epilepsy, and certain learning disabilities. Such conditions must have occurred before age 22, with the expectation that they will continue. To be eligible for services from the Division, persons with these disabilities must be substantially limited in their ability to function independently. Also, a person with such a diagnosis receiving services from DMH or a DMH provider.

DHSS – **Missouri Department of Health and Senior Services**

DMH – **Missouri Department of Mental Health**

DMH Housing – The **Missouri Department of Mental Health Housing Unit**

DSS – **Missouri Department of Social Services**

Empower Missouri (formerly Missouri Association for Social Welfare, MASW) – A social advocacy organization that is active in the field of housing and homelessness. Empower Missouri conducted a series of statewide homelessness censuses between 1993 and 2001, administered the HMIS for the Balance of State Continuum of Care until 2014, and runs an Affordable Housing Task Force.

ESG (Emergency Solutions Grant Program) – A HUD program that awards grants for the rehabilitation or conversion of buildings in to homeless shelters. ESG also funds certain related social services, operating expenses, homeless prevention activities and administrative costs. This program was formerly known as the Emergency Shelter Grant Program.

Eviction – A legal proceeding to remove a tenant from a rental unit

Fair Housing Act – Legislation first enacted in 1968 and expanded by amendments in 1974 and 1988, which created within HUD investigation and enforcement responsibilities for fair housing practices. The Act prohibits discrimination in housing and mortgage lending based on race, color, religion, sex, national origin, disability, or familial status.

FHA (**Federal Housing Administration**) – A federal agency that provides mortgage insurance on loans made by FHA-approved lenders. FHA insures mortgages on single family and multifamily homes including manufactured homes and hospitals. It is the largest insurer of mortgages in the world, insuring over 34 million properties since its inception in 1934.

FMR (Fair Market Rent) – Rent schedules published in the Federal Register that establish

maximum eligible rent levels allowed under the Section 8 program by geographic area. FMRs are also used by other federal rent subsidy programs such as Shelter Plus Care.

HAP (Housing Assistance Payment) – Funds paid to a Landlord as rental assistance for a tenant enrolled in a rent subsidy program; the amount is the difference between the contract rent and the tenant's share of the rent, which is based on the household's income.

Return to Top of Chapter 9

HCVP (Housing Choice Voucher Program) – The Housing Choice Voucher Program, better known as "Section 8," is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Public housing agencies (PHAs) administer housing choice vouchers locally. The PHAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

HEARTH Act (Homeless Emergency and Rapid Transition to Housing Act) – The 2009 reauthorization of the McKinney-Vento Homeless Assistance Act. The HEARTH Act altered several parts of the McKinney-Vento homeless assistance programs, including consolidating HUD's competitive grant programs; creating a Rural Housing Stability Program; changing HUD's definition of homelessness and chronic homelessness; simplifying grant match requirements; increasing homelessness prevention resources; and increasing emphasis on performance.

HMIS (Homeless Management Information System) – A database of information about persons who have experienced homelessness and the services and shelter they have sought. An HMIS is a shared database that can be accessed simultaneously by the various agencies enrolled in the system; such agencies input data about the people they serve only with the written consent of those individuals. Personal information that identifies individuals is highly protected by law and is often invisible to HMIS users. HUD mandates that each Continuum of Care operate an HMIS.

HOPWA (Housing Opportunities for Persons with AIDS) – A federal housing assistance program for persons with HIV or AIDS.

Housing Assistance Program – Also "Program." The rental assistance programs operated by DMH Housing, i.e., SPC and RAP.

HQS (Housing Quality Standards) – Federal rules used when inspecting a rental unit to determine if it is safe, decent and sanitary.

HUD (U.S. Department of Housing and Urban Development) – The department of the

federal government that dispenses and manages federal housing assistance.

Income - The gain that proceeds from property, labor, or business. For purposes of figuring rent in subsidy programs, income includes but is not limited to annual gross income including welfare assistance, unemployment and disability compensation, interest, dividends, and child support payments.

Landlord – A person or business that owns and/or manages one or more rental units and currently or prospectively rents to a Program Participant

Low Income – Income that does not exceed 80 percent of area median income

MACA (Missouri Association for Community Action) – The statewide association for Community Action Agencies (see "CAP or CAA")

Mainstream Section 8 (a.k.a. Mainstream) – Funding for Section 8 vouchers reserved for very low-income families whose head, spouse, or sole member is a person with a disability

McKinney-Vento Homeless Assistance Act (a.k.a. McKinney Vento) – The McKinney-Vento Act is the original 1987 authorizing legislation for all HUD homeless assistance programs. It originally consisted of fifteen programs providing a range of services to homeless people, including the Continuum of Care homeless assistance programs: Supportive Housing Program, Shelter Plus Care, and Single Room Occupancy Program, as well as the Emergency Shelter Grant Program. The Act was reauthorized and extensively amended by the HEARTH Act effective May 2009.

Median Income – The income level at which half of the population earn more income and half earn less. Each year HUD establishes the Median Income for states and metropolitan areas based on household size. HUD revised these figures periodically.

Medicaid – State and federally funded health care for low income and needy populations. Medicaid is the means by which many Participants in Shelter Plus Care pay for their case management and other needed mental health services. In Missouri, the Medicaid program is called MO HealthNet.

Medicare – The national health insurance program for those age 65 and older and for some persons under age 65 with disabilities

MHDC (Missouri Housing Development Commission) – Missouri's state housing finance agency established by the 75th General Assembly in 1969. MHDC functions as a bank, providing financing directly to borrowers or through a network of private lending institutions. Most of MHDC's programs operate as a public-private partnership. MHDC operates the Missouri Housing Trust Fund and facilitates the Missouri Balance of State

Continuum of Care process.

MHTF (Missouri Housing Trust Fund) – The Missouri Housing Trust Fund was created by the State Legislature in 1994 to help meet the housing needs of very low-income families and individuals. It provides funding for a variety of eligible activities, including rental housing production, housing and related services for the homeless, homeless prevention and rental subsidies, among other activities.

Return to Top of Chapter 9

Participant – a person who has been approved for enrollment in a DMH Housing Assistance Program and is either currently receiving rental assistance or is seeking assisted housing

PH – Permanent Housing for people with disabilities

PHA – Public Housing Authority or Agency

PRA (Project-Based Rental Assistance) – Rental subsidies that are based in one building or apartment project. The subsidy belongs to the unit and not the individual.

Processing Center – An entity contracted with DMH to perform rental assistance activities and administration

Provider – A DMH-contracted services provider that submits applications for housing assistance programs to DMH Housing on behalf of its clients

PWA (Person With AIDS) – a category of disability that HUD and DMH accept as eligibility for Shelter Plus Care. For eligibility purposes, "PWA" includes a person with AIDS, HIV, and/or related diseases.

PWOD (Person With Other Disabilities) – HUD's terminology for mental retardation and/or developmental disabilities (see "DD"); or a person with such a diagnosis.

RAP (Rental Assistance Program) – A state-funded transitional rental assistance program operated by the Department of Mental Health's Housing Unit

Rent Subsidy – A cash payment to a Landlord that assists very low-income individuals in paying for housing. Typically, the tenant pays 30% of their income for rent, and the rental subsidy pays the remaining amount.

Ryan White Program – Title I Federal grant monies used for services to persons with AIDS. In Missouri, the Department of Health and Senior Services administers these funds.

Scattered Site – A type housing subsidy program that allows the recipient to choose his or

her own market-rate unit

SMI (**Serious Mental Illness) –** HUD's terminology for psychiatric disorders; (see "CPS"); or a person with such a diagnosis

SMI/CSA (**Serious Mental Illness/Chronic Substance Abuse) –** HUD's terminology for a co-occurring diagnosis of both alcohol and/or drug addiction and serious mental illness (see "ADA" and "CPS"); or a person with such a diagnosis

SRA (**Sponsor-Based Rental Assistance) –** An agreement between a Landlord and a provider that allows for subletting units to Program Participants

Termination – termination of a Program Participant's rental subsidy by DMH

TRA (Tenant-Based Rental Assistance) – refers to rental subsidies that are portable, i.e., the subsidy is held by the tenant and not the unit.

Transitional housing program – a supportive housing assistance program for homeless persons, usually project-based but sometimes Participants live in scattered-site rental units. Transitional housing is meant to be a bridge between homelessness and self-sufficiency, and is normally limited to six to 24 months of assistance.

TTP (Total Tenant Payment) – The amount the Participant pays for his or her portion of the rent in DMH rental assistance programs

Very Low Income – Income that does not exceed 50% percent of area median income

Voucher – A type of rental subsidy

- Return to Table of Contents
- Return to Top of Chapter 9