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Purpose of the Shelter Plus Care Operations Manual

The Shelter Plus Care Operations Manual (hereinafter referred to as “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) projects. The purpose is to provide standard concepts, definitions, and procedures to enable efficient project administration and standardized collection of performance data.

When the Manual does not otherwise explain an issue, DMH Housing follows the appropriate provisions of the McKinney-Vento Homeless Assistance 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.

DMH Housing Mission

The mission of the DMH Housing Unit is to assist Missourians challenged by 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 to create projects in a new program called Shelter Plus Care from the U.S. Department of Housing and Urban Development (HUD) Shelter Plus Care was one of several homeless assistance programs established by the McKinney-Vento Homeless Assistance Act of 1987 and associated regulations. DMH’s first few Shelter Plus Care (SPC) projects 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 projects and now serves the majority of the state.
Under the HEARTH Act and its regulations, Shelter Plus Care ceased to exist by that name in 2012 and became part of a larger single source of HUD funds called the Continuum of Care (CoC) Program. “Shelter Plus Care” continues to be DMH’s name for its Permanent Supportive Housing (PSH) projects funded by the HUD CoC Program.

The map below shows the counties in Missouri served by DMH’s various SPC projects and the agencies that administer vouchers in those counties.

**Federal Laws and Policies**

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.

DMH Housing shall not deny any family or individual the opportunity to receive assistance
under DMH’s Shelter Plus Care projects based on actual or perceived race, gender, gender identity and expression, sexual orientation, religion, national or ethnic origin, age, familial status, veteran status, disability, or source of legal income, or based on an individual’s association with a person or group with one or more of these actual or perceived characteristics.

DMH Housing complies with the requirements of the McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act, and with the Code of Federal Regulations. DMH Housing strives to ensure that all children in households assisted by its Shelter Plus Care projects 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.

To further DMH’s commitment to full compliance with applicable civil right laws, DMH Housing provides federal, state and, where practical, local information to all SPC households regarding housing discrimination and any recourse available to them if they feel they have been the victim of discrimination in housing. Such information is available as part of the information packet each household receives at its initial program intake meeting.

Information about Missouri 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 2017) is available at the Web site of the Missouri Attorney-General at:


For all households with children assisted by DMH Shelter Plus Care projects, Processing Centers provide information to both the household and to the service provider regarding the local school district’s Homeless Coordinator 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

**Housing First Policy**

DMH Housing strives to meet the standards of the Housing First philosophy in all of its HUD-funded housing projects. DMH’s service delivery system is client-centered and
prioritizes the goals and stated needs of individuals and families as they pursue recovery and mental health. As stated on the Web page of DMH’s Division of Behavioral Health, “The Division of Behavioral Health wants all Missourians to receive the mental health services they need to live a happy, healthy, and productive lifestyle of their choice.”

DMH Housing works closely with all Missouri Continuums of Care to participate in their systems of coordinated entry and to prioritize those who are most in need of housing assistance based on length of homelessness and other vulnerability factors.

DMH Housing strives to maintain low-barrier entry into its projects. DMH Housing does not require participation in support services or minimum income for project entry, and does not exclude anyone from entry based on criminal history, fleeing domestic violence status, or sex offender status. Within the eligibility requirements for CoC Program-funded projects, DMH Housing strives to streamline its entry process and minimize paperwork and other procedural burdens on homeless households.

**Violence Against Women Act Policy**

DMH Housing policy on the rights of persons who are victims of domestic violence, dating violence, sexual assault, or stalking, conforms to the provisions of the Violence Against women Act (VAWA), as follows:

**To All Shelter Plus Care Tenants and Households Referred for Assistance**
The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Missouri Department of Mental Health (DMH) is in compliance with VAWA.

**Protections for Households Referred for Assistance**
If you otherwise qualify for assistance under DMH’s Shelter Plus Care program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**
If you are receiving assistance under DMH’s Shelter Plus Care program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under DMH’s Shelter Plus Care
program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household
DMH Housing may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If DMH Housing chooses to remove the abuser or perpetrator, DMH Housing may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, DMH Housing must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, DMH Housing must follow Federal, State, and local eviction procedures. In order to divide a lease, DMH Housing may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit
Upon your request, DMH Housing may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, DMH Housing may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
2. You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

DMH Housing will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

DMH Housing’s emergency transfer plan provides further information on emergency transfers, and DMH Housing must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

DMH Housing can, but is not required to, ask you to provide documentation to certify that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from DMH Housing must be in writing, and DMH Housing must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. DMH Housing may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to DMH Housing as documentation. It is your choice which of the following to submit if DMH Housing asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A completed Emergency Transfer Request Form given to you by DMH Housing or one of its contracted voucher processing agencies (known as Processing Centers) that documents an incident of domestic violence, dating violence, sexual assault, or
stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The Emergency Transfer Request form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

• A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

• A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

• Any other statement or evidence that DMH Housing has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, DMH Housing does not have to provide you with the protections contained in this notice.

If DMH Housing receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as Emergency Transfer Request Forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), DMH Housing has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, DMH Housing does not have to provide you with the protections contained in this notice.

Confidentiality

DMH Housing must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

DMH Housing must not allow any individual administering assistance or other services on behalf of DMH Housing (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
DMH Housing must not enter your information into any shared database or disclose your information to any other entity or individual. DMH Housing, however, may disclose the information provided if:

- You give written permission to DMH Housing to release the information on a time limited basis.
- DMH Housing needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires DMH Housing or your Property Owner to release the information.

VAWA does not limit DMH Housing’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

**Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, DMH Housing cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if DMH Housing can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If DMH Housing can demonstrate the above, DMH Housing should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance With the Requirements of This Notice**
If you believe DMH Housing violated any of these rights and you need additional assistance, you may contact or file a complaint with a HUD field or regional office. Contact information for the appropriate offices is below:

**Kansas City Regional Office**
400 State Avenue, Room 200
Kansas City, KS 66101-2406
**Phone:** (913) 551-5644
**Fax:** (913) 551-5469
**TTY:** (800) 877-8339 or dial 7-1-1 (Not available in all areas.)
**Jurisdiction:** State of Kansas and western half of Missouri

**St. Louis Field Office**
1222 Spruce Street, Suite 3.203
St. Louis, MO 63103-2836
**Phone:** (314) 418-5400
**Fax:** (314) 539-6384
**TTY:** (314) 418-5219, (800) 877-8339 or dial 7-1-1 (Not available in all areas.)
**Jurisdiction:** Eastern half of Missouri

**For Additional Information**

You may view a copy of HUD’s final VAWA rule at:


Additionally, DMH Housing must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, at DMH Housing please contact Liz Hagar-Mace, Housing Director, 573-522-6519, liz.hagar-mace@dmh.mo.gov.

For help regarding an abusive relationship, sexual assault, or stalking, you may call:

- National Domestic Violence Hotline, 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).
- Missouri Coalition Against Domestic and Sexual Violence (MCADSV), 573-634-4161.
- If you have been a victim of stalking, find help at the National Center for Victims of Crime’s Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center
- In the Kansas City metropolitan region, a resource for sexual assault is the Metropolitan Organization to Counter Sexual Assault, http://mocsa.org/.
- In the St. Louis metropolitan region, a resource for sexual assault is the YWCA, at
To request an emergency transfer from a Shelter Plus Care-assisted rental unit, please complete the Emergency Transfer Request Form, located in Chapter 9 of this Manual. You can also request this form directly from DMH Housing by calling 573-751-9206, or from the Processing Center that administers your Shelter Plus Care voucher.

**Shelter Plus Care ‘Moving On’ Policy**

The purpose of this policy is to ensure that DMH serves the most vulnerable households and individuals with Shelter Plus Care (SPC), and to create openings in its SPC projects to serve those households by “moving on” households who are no longer in need of SPC supports.

Through the annual recertification process, households will be identified who are no longer in need of SPC, and are deemed stably housed and ready to “move on” to mainstream housing. The Processing Centers will identify households who are ready to “move on” by evaluating housing stability questions in the recertification form. After review of the household’s responses on the recertification form, if the household is deemed ready to “move on”, the Processing Center will contact the household and a DMH representative to set a meeting.

A DMH representative and the Processing Center will meet with the household to create a moving on plan. The moving on plan will be client-centered and directed. The plan may include, but not be limited to items such as: apply for subsidized housing; apply to a public housing authority; work on household budgeting; and overcome obstacles that may prevent moving on, such as a criminal record or past debts.

The Processing Center will follow up with the household periodically to determine progress toward the household’s “moving on” plan. The Processing Center will notify DMH of the household’s progress. The household may remain in SPC until they have completed their “moving on” plan or, if regression occurs, until they no longer need SPC services.

**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:
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 Projects, Rental Assistance Program, and Veteran housing programs
- 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 projects in non-metropolitan and rural areas of the state
- Balance of State Continuum of Care, including Coordinated Entry
- Development and funding of supportive housing projects for people with disabilities statewide
- Housing and homelessness issues in rural/non-metropolitan Missouri

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 project in the Joplin area
- DMH Rental Assistance Program (RAP)
• Joplin area Continuum of Care, including Coordinated Entry
• Shelter Plus Care and RAP invoice processing
• DMH Housing Web site, social media, forms, publications, and manuals

Kelli Watkins-Turley, Housing Development Officer
Phone: 573-522-2120
E-mail: kelli.watkins-turley@dmh.mo.gov
Contact Kelli with questions about:
• Shelter Plus Care Eligibility Packet status and review
• Balance of State Continuum of Care, including Coordinated Entry
• Eligibility for Shelter Plus Care generally

Angie McEntire, Administrative Office Support Assistant
Phone: 573-751-9206
E-mail: angie.mcentire@dmh.mo.gov
Contact Angie with questions about:
• General information about the DMH Housing Unit and its activities
• DMH Housing unit events, meetings, and conferences
• Monthly invoice processing for all DMH Housing assistance programs
• Contracts with HUD and sub-contracted agencies (Processing Centers)
• 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 projects in the St. Louis Metropolitan region
• DMH Veteran housing programs
• The St. Louis City and St. Louis County Continuums of Care, including Coordinated Entry
• Housing and homelessness issues in the St. Louis region

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 projects in the Kansas City Metro region and the St. Joseph region
- The Greater Kansas City Coalition to End Homelessness and St. Joseph Continuum of Care, including Coordinated Entry
- 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

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CHAPTER ONE—GENERAL OBLIGATIONS OF THE KEY PARTIES

- Obligations of DMH Housing
- Obligations of Continuums of Care
- Obligations of Service Providers
- Obligations of Processing Centers
- Obligations of Property Owners
- Obligations of SPC Households

The success of DMH’s SPC projects 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
- **Continuums of Care** – regional entities that administer the process of annually applying for homeless assistance funding through HUD’s Continuum of Care Program; and which operate HUD-mandated Coordinated Entry systems for the purpose of efficiently distributing homeless assistance resources to those most in need.
- **Service Providers** – DMH-contracted mental health, community-based and faith-based organizations, and the community support staff employed by these agencies, who provide and coordinate support services for households participating in DMH SPC projects.
- **Processing Centers** – social service and housing agencies contracted with DMH to locally administer Shelter Plus Care projects
- **Property Owners** – owners and/or managers of rental properties who rent to SPC households
- **Head of Household or Household** – a person or household who receives rental assistance through a Shelter Plus Care project

**Obligations of DMH Housing**

- **Ensure Project Performance.** DMH Housing ensures each housing project’s performance based on the performance measures mandated by HUD.
- **Ensure Contract Compliance.** DMH Housing makes site visits to Processing Centers to review contract compliance 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 project.

- **Participate in Continuum of Care Coordinated Entry Systems.** DMH Housing communicates with and participates in all coordinated entry systems in the continuums of care in which it has HUD-funded projects. DMH Housing has ongoing involvement in developing the governance structure of all these coordinated entry systems.

- **Determine Shelter Plus Care Eligibility.** DMH Housing reviews all Shelter Plus Care Eligibility Packets for completeness and notifies service providers and coordinated entry representatives whether or not a referred household is eligible.

- **Make Referrals.** DMH Housing refers households, via coordinated entry systems, who have been found eligible for assistance.

- **Monitor Project Expenditures.** DMH Housing monitors the on-going expenditure of all project funds to ensure the maximum use and effectiveness of funds. This includes monitoring the amount of tenant income and tenant-paid rent contributed to each project.

- **Monitor Zero Income.** DMH Housing reviews households that report zero income to Processing Centers and makes appropriate recommendations for increasing income.

**Obligations of Continuums of Care**

- Operate an effective Coordinated Entry system according to HUD regulations.

- Make referrals in a timely manner from the Coordinated Entry system when requested by DMH Housing.

- Assure that all referrals from Coordinated Entry comply with HUD’s requirements for prioritizing persons and households most in need of assistance; and that all referrals comply with the Continuum of Care’s own policies regarding who to prioritize.

**Obligations of Service Providers**

**NOTE:** Shelter Plus Care participants are not required to participate in services with disability service providers. Therefore, this section applies only when a household chooses to participate in such services.

- **Help Clients Navigate Local Coordinated Entry Process.** Service Providers must be familiar with the local Continuum of Care’s coordinated entry process and assist clients in need with obtaining housing assistance.

- **Help Complete and Submit Eligibility Packets.** The Service Provider assists
clients in need with completion of SPC Eligibility Packets.

- **Attend Intake Meeting.** The Service Provider must attend the initial intake meeting with the new household at the Processing Center.

- **Assist With Housing Search.** The Service Provider assists the household in the process of locating a unit within 30 days of the project voucher issue date. If more time is needed, the service provider must notify the Processing Center and show in writing why an extension is needed.

- **Increase Participant Income.** The service provider ensures that households who report zero income apply for benefits and/or employment in a timely manner. Service Providers may be asked to verify that the household 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.** The Service Provider follows up on other specific situations requiring case management action outlined in this Manual, e.g., lease violations, due process hearings, family composition and income changes.

- **Notification.** The service provider notifies the Processing Center of changes in the household’s status, including:
  - Absence from the unit that could impact the household’s rent payment obligations;
  - Long-term absence from the unit (more than 90 days) that results in termination of rental assistance (such as incarceration, a move out of state, abandonment of unit, etc.); and
  - Death of the Head of Household.

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**Obligations of Processing Centers**

- **Maintain SPC Household Files.** The Processing Center must maintain a complete file record of each household enrolled in SPC. Household 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 project reviews.

- **Conduct Intake Meetings.** The Processing Center arranges project intake meetings to educate households on SPC policies and procedures. Processing Center staff reviews and updates the DMH referral information during the intake meeting and informs DMH Housing of any major changes. If the household has children, the Processing Center provides information to assist the head of household and the service provider access information about school enrollment and other educational rights.
programs such as Head Start.

- **Verify Project Eligibility.** Processing Center staff are responsible for verifying and documenting in detail certain aspects of project eligibility for a new household. These consist of household income and household composition.

- **Recertify Household Eligibility.** The Processing Center must annually recertify eligibility for all SPC households and maintain accurate documentation of eligibility. DMH Housing may require additional recertifications to be made whenever households experience changes in circumstances that substantially affect their overall eligibility for the project.

- **Conduct HQS Inspections.** To ensure that all households live in safe and decent housing, the Processing Center must conduct a Housing Quality Standards (HQS) inspection of a household’s chosen rental unit before the household moves in. All assisted units 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 Property Owner and a household. The purpose of the approval is to ensure that project-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 SPC rent subsidies to Property Owners 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 SPC households’ personal information.

- **Submit Timely and Accurate Monthly Activity Logs to DMH Housing.** Processing Centers must, on an ongoing basis, keep logs of staff activities related to administering SPC vouchers, and submit logs to DMH Housing in accordance with DMH Housing instructions and policies.

- **Provide On-Going Housing Administration.** The Processing Center is responsible for handling local housing administration, including but not limited to adjusting total tenant payments based on reported income changes, making annual and interim HQS inspections, handling damage claims by Property Owners, and providing housing search/location information to SPC households.

- **Coordinate With Responsible Parties.** The Processing Center coordinates with
service providers, Property Owners, and DMH Housing as needed on issues involving unit habitability, emergency situations, security, tenant compliance and Property Owner compliance with project requirements

- **Conduct Property Owner Outreach.** Processing Centers encourage Property Owners of decent, safe, and affordable housing to lease units to SPC Households, and to publicize their available units.

- **HMIS Data Entry.** Processing Centers that are required to enter HMIS data must have a minimum of one trained staff person designated as a user of the local HMIS and must enter required household data in their HMIS in an ongoing and timely manner. For specific details regarding HMIS requirements for Processing Centers, see Chapter 5, “Homeless Management Information Systems (HMIS).”

- **HMIS Updates.** Processing centers that are not required to enter HMIS data must collect HMIS-required household data and transmit it in a timely manner to DMH Housing using the *HMIS Update Form* and any related forms as required by DMH Housing. For specific details regarding HMIS requirements for Processing Centers, see Chapter 5, “Homeless Management Information Systems (HMIS).”

**Obligations of Property Owners**

- **Maintain Property Owner-Tenant Relationships.** Property Owners must comply with the provisions of leases and HAP contracts, and state, federal, and local fair housing statutes and ordinances. Property owners must perform regular maintenance, and perform all management and rental functions as required by Missouri landlord-tenant laws.

- **Report Property Owner-Tenant Issues.** The Property Owner must notify the Processing Center of any disputes between the Property Owner and a household, and may request a meeting with the involved parties to attempt resolution.

- **Report Tenant Abandonment.** Property Owners must notify the Processing Center as soon as possible when it becomes known to them that a household has vacated a rental unit without notice.

- **Supply Vacancy Information.** Property Owners should keep Processing Centers informed of vacancies in their units.

- **Evictions.** If the Property Owner evicts a household, the eviction must be handled legally under the provisions of Missouri landlord-tenant laws, just as for any other tenant. The Property Owner must give the Processing Center written notice of eviction at the same time the household is notified.

- **Discrimination Prohibited.** Property Owners must comply with federal, state,
and local laws regarding fair housing and discrimination. Property owners shall not discriminate against households 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 SPC Households**

- **Cooperate In Fulfilling Project Requirements.** Households 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. Heads of Households must sign an information release that allows personal information to be shared, in compliance with HIPAA, with DMH Housing, HMIS, Processing Centers, Landlords and applicable support services.

- **Find a Qualified Unit.** Households must select a unit which falls under the guidelines of the project and which passes an HQS inspection. Households must allow the Processing Center to inspect the rental unit before initial move-in and at annual recertification.

- **Compliance With Lease and Household Obligations.** Households 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 Property Owner.** Households must notify the Processing Center of any communications they receive from Property Owners that may affect their continued tenancy.

- **Report Changes In Income and Family Composition.** Households must report changes in this information to both the Processing Center and to their Service Provider, and are responsible for responding to requests from the Processing Center to update this information.

- **Comply With Project Policies.** Households are required to know project policies and to abide by them. These include, but are not limited to the requirement that the unit be used as the Household’s primary residence; giving proper notice according to Missouri landlord-tenant law before moving out of a rental unit; and knowing that the Household may be responsible for damages incurred in the unit.

- **Zero Income.** Households who enter the project without any income must work with their Service Provider and/or appropriate agencies to increase income through obtaining benefits or employment.
CHAPTER TWO—ACCESSING DMH SHELTER PLUS CARE PROJECTS

- Scope of Program and Eligibility
  - ILLUSTRATION—Flowchart of HUD’s Definition of Chronic Homelessness
- Documenting Disability
- Documenting Homelessness
  - ILLUSTRATION—Documentation Standards for Chronic Homelessness
  - FORM—Household Homelessness History (Sample)
- Self-Certification of Homelessness
- Accessing Shelter Plus Care Through Coordinated Entry
- Who Verifies SPC Eligibility?
- Return to Table of Contents

Scope of Program and Eligibility

Shelter Plus Care (SPC) is a HUD-funded permanent supportive housing (PSH) program. “Shelter Plus Care” is a legacy name for the program that was originally a separate funding stream created by the 1987 McKinney-Vento Homeless Assistance Act. Since 2012, DMH has retained the program name, which is now funded by HUD’s Continuum of Care Program. SPC provides permanent rental assistance for individuals and families who are homeless, disabled, who have very low income, and who are in need of supportive services. Recipients can maintain their assistance for as long as they remain eligible and in compliance with program rules. Income eligibility is recertified annually.

An eligible single individual is disabled, homeless, and has no more that 50% of the Area Median Income.

An eligible family (defined as at least one adult and one minor child) has either a homeless disabled adult or a homeless disabled child where the non-disabled adult is also homeless; and a total household income no more than 50% of Area Median Income.

Disability, homelessness, and Area Median Income are defined below:

Disability. HUD regulation 24 CFR Section 582.5 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, individuals or families 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;
- A diagnosis of AIDS or of HIV infection; or
- A physical disability.

Homelessness. Individuals and families 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 either actually homeless or are fleeing domestic or sexual violence, and therefore paragraphs (1) and (4) of the definition apply to permanent housing programs like Shelter Plus Care. Paragraph (1) of the definition states:

(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;

Paragraph (4) states:

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

Chronic Homelessness. All DMH Shelter Plus Care projects give priority to individuals and households who meet the definition of chronic homelessness, and several projects serve chronically homeless households exclusively.

HUD issued a final rule defining chronic homelessness on December 4, 2015. Chronically homeless means:

(1) A “homeless individual with a disability,” as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:

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

(ii) Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility;

(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) or (2) of this definition, including a family
whose composition has fluctuated while the head of household has been homeless.

The final rule changed the prior definition in three ways:

1. The four episodes over the past three years must total at least 12 months; so regardless of whether the person has been homeless episodically or continuously, the total amount of time spent homeless must be at least 12 months.

2. HUD reduced some of the ambiguity over what constitutes an "occasion" of homelessness by defining that a break in homelessness must be at least seven nights long; therefore, short occasions of homelessness separated by fewer than seven consecutive nights sleeping in places that don't qualify as homeless mean that such short occasions are all part of a single longer occasion of homelessness. Where it applies, DMH will continue to define a single occasion of homelessness, with defined breaks before and after, as at least seven consecutive nights of sleeping in any of the qualifying settings described above.

3. Time spent in an institutional setting, up to 90 days and where the person was homeless immediately before they entered the institution, is no longer considered a break in homelessness, but is included in figuring how long a person has been homeless.

An individual or family currently residing in a transitional housing program is still not considered chronically homeless, even if they have prior homeless history that otherwise fits the definition.

HUD published a flowchart illustrating the definition of chronic homelessness, with an accompanying section on how to document chronic homelessness. The original file is located on the HUD Exchange at:


The flowchart is reproduced on the following page:
ILLUSTRATION—Flowchart of HUD’s Definition of Chronic Homelessness

Flowchart of HUD’s Definition of Chronic Homelessness

Instructions: Begin at the “START HERE” box and then proceed through the flowchart based on the yes or no questions presented. For more information consult 24 CFR Parts 91 & 978 and the HUD Exchange (https://www.hudexchange.info/).

START HERE

Does the head of the household have a qualifying disability? Yes

Is the head of household currently residing in one of the following:
- Emergency Shelter
- On the street/Place not Meant for Human Habitation
- Safe Haven

No

No

Is the head of household in a facility? Yes

Has the head of household resided in one of the following locations:
- Emergency Shelter
- On the Street/Place not Meant for Human Habitation
- Safe Haven

No

No

The household does not meet the definition of Chronically Homeless

Has the head of household stayed there for less than 90 days? Yes

Has the head of household resided there for the last 12 consecutive months? Yes

Has the head of household resided there for the last 12 consecutive months? No

Has the head of household resided in one or more of these locations for the last 12 consecutive months? Yes

Has the head of household resided in one or more of these locations for the last 12 consecutive months? No

1. Household is Chronically Homeless (12 Consecutive Months)
   Documentation Options Explained on the next page.

No

1. Household is Chronically Homeless (12 Consecutive Months)
   Documentation Options Explained on the next page.

1. Household is Chronically Homeless (12 Consecutive Months)
   Documentation Options Explained on the next page.

2. Household is Chronically Homeless
   (4+ Occasions totaling 12 months over 3 years)
   Documentation Options Explained on the next page.

The household does not meet the definition of Chronically Homeless

Reminder:
- Occasions are separated by a break of at least seven nights
- Stays in institutions of fewer than 90 days do not constitute a break

The household does not meet the definition of Chronically Homeless

Has the head of household’s stay (of at least 12 months) broken up by at least 5 breaks? Yes

1. Household is Chronically Homeless (12 Consecutive Months)
   Documentation Options Explained on the next page.

No
**Income Limit.** Eligible individuals and families 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](http://www.huduser.org/datasets/il.html)

**Documenting Disability**

HUD establishes documentation requirements for disability at 24 CFR Section 578.103, which is part of the final rule on chronic homelessness. That rule defines the acceptable types of disability verification as:

1. Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual’s ability to live independently;
2. Written verification from the Social Security Administration;
3. The receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation);
4. Intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by evidence in paragraph (a)(4)(i)(B)(1), (2),(3), or (5) of this section; or
5. Other documentation approved by HUD.

A Head of Household’s disability is normally documented in the Shelter Plus Care Program Eligibility Packet, Attachment A, “Verification of Disability,” which conforms to the standard set out in paragraph (1) of the HUD regulation quoted above. The State of Missouri licenses, or recognizes the licensing of, these professions to diagnose the disabilities listed on Attachment A:

- Advanced Practice Registered Nurse (APRN)
- Licensed Clinical Social Worker (LCSW)
- Licensed Professional Counselor (LPC)
- Physician (MD and DO)
- Psychiatrist (MD or DO)
- Psychologist (varies)

Some of the above professions may have forms of interim or partial licensure that also allow diagnosis. If DMH Housing receives a form 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 form to request documentation that diagnosis is within that person’s scope of practice.

DMH Housing will also accept a disability verification form from another agency that states the head of household meets the definition of disability as described in the section “Eligibility for Shelter Plus Care,” above. DMH Housing will also accept documentation from the Social
Security Administration or the U.S. Department of Veterans Affairs indicating that the Head of Household is disabled.

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**Documenting Homelessness**

Homelessness documentation requirements for CoC permanent housing programs such as Shelter Plus Care are established by 24 CFR Section 576.500(b). The DMH Housing Shelter Plus Care Eligibility Packet requires households to document both their *current homelessness* and their *homelessness history* for the past three years so that each household can be evaluated for chronic homelessness. Therefore, DMH Housing requires the documentation standards for chronic homelessness as set out in 24 CFR Section 578.103.

HUD created a short guide to documenting chronic homelessness, in connection with flowchart reproduced above. The guide is shown on the next page and can be found at: [https://www.hudexchange.info/resource/5181/flowchart-of-huds-definition-of-chronic-homelessness/](https://www.hudexchange.info/resource/5181/flowchart-of-huds-definition-of-chronic-homelessness/)
### Documentation Standards for Chronic Homelessness

**Instructions**: Based on your navigation of the flowchart on the previous page, locate the appropriate numbered situation on this page and follow the documentation standards noted. This tool summarizes the criteria for the new Chronically Homeless Definition. To review the exact language, please refer to 24 CFR Parts 91 & 578 and the HUD Exchange (https://www.hudexchange.info/homelessness-assistance/resources-for-chronic-homelessness/)

<table>
<thead>
<tr>
<th>Situation</th>
<th>Documentation of Homelessness</th>
<th>Documentation of Disability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Household is Chronically Homeless (12 Consecutive Months)</td>
<td>- HHS record or record from a comparable database; or - Written observation by an outreach worker of the conditions where the individual was living; or - Written referral by another housing or service provider; or - Where the evidence above is unavailable, there must be a certification by the individual seeking assistance, accompanied by the intake worker’s documentation of the living situation and the steps taken to obtain the evidence listed above.</td>
<td>- Documentation of the head of household’s disability, including: - Written verification of the disability from a licensed professional; - Written verification from the Social Security Administration; - The receipt of a disability check; or - Intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, accompanied by supporting evidence.</td>
</tr>
<tr>
<td>2. Household is Chronically Homeless (4+ Occurrences totaling 12 months over 3 years)</td>
<td>*May include Institution stays of &lt;90 days</td>
<td>- HHS record or record from a comparable database; or - Written observation by an outreach worker of the conditions where the individual was living; or - Written referral by another housing or service provider; or - Discharge paperwork or written/oral referral from a social worker or appropriate official of the institutional facility, with start/end dates of client’s residence; or - Where the evidence above is unavailable, there must be a certification by the individual seeking assistance, accompanied by the intake worker’s documentation of the living situation and the steps taken to obtain the evidence listed above.</td>
</tr>
</tbody>
</table>

*Each separate occasion MUST be documented (minimum of 3 breaks). 100% of the breaks can be documented by self-report.

**Important Notes:**
- Each individual occasion needs to be fully documented.
- Breaks can be documented by self-report.
- For each Project:
  - 100% of households served can use self-certification for 3 months of their 12 months,
  - 75% of households served need to use 3rd Party documentation for 9 months of their 12 months, and
  - 25% of households served can use self-certification as documentation for any and all months.
To document **current homelessness**, submit the following with a Shelter Plus Care Eligibility Packet:

- **‘Street’ Homelessness.** 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 community support worker, 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.

- **Shelters.** 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 individual or family 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.

- **Transitional Programs.** For individuals or families living in transitional housing programs, provide a letter from the transitional program verifying the date of entry and current residence; and documentation that the individual’s or family’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 former street homelessness from an eye-witness).

- **Institutional Stays.** 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 Head of Household’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 the Head of Household’s former street homelessness from an eye-witness).

To document that a household is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition, submit the following documents with a Shelter Plus Care Eligibility Packet:

- If the household is receiving housing or other services from a victim service provider, the victim service provider can certify in writing an oral statement made by the Head of Household that the household is fleeing the above situation; or the Head of Household can make a written certification of their own oral statement.
Either certification must include a statement that no subsequent residence has been identified and that the household lacks the resources to do so.

- If the household is not receiving housing or other services from a victim service provider, the Head of Household can certify in writing that the household is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition; that no subsequent residence has been identified; and that the household lacks the resources to do so. Where the safety of the household would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must also be verified in a written observation by a housing or service provider, social worker, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any another organization from whom the Household has sought assistance for domestic violence dating violence, sexual assault, or stalking.

Note that in many 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 institutional stay.

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

To document homelessness history for the past three years, DMH Housing strongly recommends recording the household’s periods of homelessness in a chronological format as shown in the sample letter below:
FORM—Household 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:

<table>
<thead>
<tr>
<th>Beginning Date</th>
<th>Ending Date</th>
<th>Whereabouts</th>
<th>Documented?</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/1/17</td>
<td>Present</td>
<td>Forest Avenue emergency shelter, Kansas City, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>5/1/17</td>
<td>7/30/17</td>
<td>City Union Mission emergency shelter, Kansas City, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>4/1/17</td>
<td>4/30/17</td>
<td>Staying with friends, Kansas City, MO</td>
<td>No</td>
</tr>
<tr>
<td>4/1/16</td>
<td>3/30/17</td>
<td>Salvation Army transitional housing, Kansas City, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>12/1/15</td>
<td>3/31/16</td>
<td>Forest Avenue emergency shelter, Kansas City, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>8/1/15</td>
<td>11/30/15</td>
<td>Rescue Mission, emergency shelter, Kansas City, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>7/16/15</td>
<td>7/31/15</td>
<td>Staying with friends, Springfield, MO</td>
<td>No</td>
</tr>
<tr>
<td>5/1/15</td>
<td>7/15/15</td>
<td>The Kitchen, emergency shelter, Springfield, MO</td>
<td>Yes</td>
</tr>
<tr>
<td>3/1/15</td>
<td>4/1/15</td>
<td>Staying with family, Springfield, MO</td>
<td>No</td>
</tr>
<tr>
<td>11/1/14</td>
<td>2/28/15</td>
<td>Haven Shelter, emergency shelter, Denver CO</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

Sincerely,

[Service Provider Name], [Agency Name]

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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 entry and exit dates to and from the shelters;
- Printouts of HMIS data or reports showing dates of shelter stays;
- Letters from third parties verifying by eyewitness account that the individual or family 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; and
- Letter verifying stays in institutional settings.

**Self-Certification of Homelessness**

HUD’s [Final Rule on chronic homelessness](https://www.hud.gov/govs/csc/rules/2015/chronic-homelessness) governs the acceptability of self-certification of homelessness—written statements by an individual or head of household self-reporting episodes of homelessness in places not meant for human habitation. Self-certification is acceptable, but only up to a point. Per the rule:

- All households may self-certify up to three months of homelessness out of the 12 necessary to document chronic homelessness.
- 25% of households enrolled in any single CoC permanent housing program may self-certify all of their homeless history.
- 75% of households enrolled in any single CoC permanent housing program must provide third-party documentation for at least nine of the 12 months necessary to document chronic homelessness.

It is DMH policy not to allow any household to self-certify 100% of its homeless history. All households are limited to self-certifying a maximum of three months of homelessness.

**Accessing Shelter Plus Care Through Coordinated Entry**

As of 2018, HUD’s coordinated entry process is mandated. For a complete overview of the nature and goals of coordinated entry, please see HUD’s [Coordinated Entry Policy Brief](https://www.hud.gov/govs/csc/rules/2015/chronic-homelessness). DMH accepts referrals to its Shelter Plus Care programs only through coordinated entry.

DMH Housing maintains a [directory](https://www.dmhn.org) of the coordinated entry (CE) processes used by the Continuums of Care (CoCs) in Missouri. Homeless individuals and families must be assessed by their local CE process in order to access permanent supportive housing assistance (such as Shelter Plus Care) in their CoC. Individuals and families who are assessed as being homeless and disabled, especially those who are assessed as chronically homeless, will have their names put on their CE prioritization list for homeless assistance.

When DMH Housing has openings available in its Shelter Plus Care projects, it requests names from the CE prioritization lists. DMH Housing then contacts the clients and/or the Service Providers and requests that they complete and submit a Shelter Plus Care Eligibility Packet (EP). Although the CE process documents some of the eligibility requirements for Shelter Plus Care, an Eligibility Packet is still required because DMH is required by HUD to maintain documentation of eligibility for each individual or family entering its Shelter Plus Care projects. A Head of Household and his/her service provider, if any, have ten (10) working days to complete an EP and submit it to DMH Housing from the date DMH
Housing requests an EP.

- Submit EPs by fax to 573-526-7797; or, you can scan a completed EP and email the PDF file to housing@dmh.mo.gov. To comply with the confidentiality requirements of HIPAA, emailed EPs must be encrypted. You must either password-protect the PDF file itself, or send the file using encrypted email. Please do not email un-encrypted Eligibility Packets.

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

Once a household’s eligibility is verified, DMH Housing refers the EP to an agency contracted with DMH, known as a Processing Center, that administers Shelter Plus Care locally in the household’s area.

Valid referrals can only come from DMH Housing, and never from an individual or family needing assistance or from a Service Provider. All referrals must include a DMH referral cover sheet.

The Processing Center will contact the Service Provider or client by telephone within three working days of receipt of a referral to schedule an intake meeting. If the head of household has a Service Provider, both 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 household and Service Provider to attend an intake meeting within ten working days of being notified will result in the offer of assistance being rescinded.

The household 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 all adults who will live in the assisted household;
- Social Security Card or other proof of Social Security number for all 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 household has any household costs related to the following items, the Processing Center will also ask for documentation about the costs. 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 head of household will be given paperwork that will enable that person to begin to look for her own rental unit.

The household has 30 days from the date of the completed intake meeting to locate a rental unit that complies with SPC’s project rules. If the household fails to locate a suitable rental unit within 30 days, the offer of assistance will expire. If there are extenuating circumstances, DMH will grant, on a case-by-case basis, an extension of time for the household to find a rental unit. To request an extension, the head of household or the head of household’s Service Provider 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.
Who Verifies SPC Eligibility?

DMH Housing is responsible for verifying eligibility for SPC referrals before referring a household to a Processing Center. DMH Housing verifies the disability and homelessness or chronic homelessness of a prospective SPC household. DMH Housing also checks the available preliminary income information to ensure that it doesn’t exceed project income limits.

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

Processing Centers keep income information on file for each participating household. 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 referred household. This also applies to verbal statements made by the household members or the Service Provider during the course of the intake meeting that conflict with the information submitted to the Processing Center by DMH Housing in a referral.

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- Return to Table of Contents
CHAPTER THREE—CALCULATING HOUSEHOLD 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
- Households Reporting Zero Income
  - FORM—Zero Income Declaration (Sample)
- Calculating Tenant Gross Income
- Calculating Tenant Adjusted Annual Income
- Calculating Tenant Rent
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FORM—DMH Income and Rent Calculation Worksheet
DMH Housing recommends that all Processing Centers use the following form to compute household income and rent. This chapter provides 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)

Head of Household 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)

<table>
<thead>
<tr>
<th>FAMILY MEMBER</th>
<th>DESCRIPTION OF ASSET</th>
<th>CURRENT FACE VALUE OF ASSETS</th>
<th>ACTUAL INCOME FROM ASSETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOH:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:**

<table>
<thead>
<tr>
<th>FAMILY MEMBER</th>
<th>WAGES/SALARIES</th>
<th>SOCIAL SECURITY</th>
<th>OTHER PUBLIC ASSISTANCE</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOH:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:  
   Name of Household Member enabled to work: ______________________________________  
   (9a) ________________

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

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

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

Unit is at or below FMR: Yes _____ No _____  |  BEDROOM SIZE: ______________ |
Unit is 1% to 10% over FMR: Yes _____ No _____
**Income Eligibility**

Household income eligibility 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](http://www.huduser.org/portal/datasets/il.html)

Heads of Households 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.

**Included Income**

Per 24 CFR 5.609(b), income **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 net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

4. The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;
(5) Payments in lieu of earnings, such as unemployment, disability compensation, worker’s compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;

(6) Welfare Assistance.

   (a) Welfare assistance received by the family.

   (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

   (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

   (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family’s welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

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

(8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.

Excluded Income

Per 24 CFR 5.609(c), income 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 persons 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, except as provided in paragraph (5) under Income Inclusions;

(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 5.403;
(6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);

(8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a participant in other publicly assisted programs that 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;

(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time; or

(e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

(9) Temporary, nonrecurring, or sporadic income (including gifts);

(10) 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. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);

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

(12) Adoption assistance payments in excess of $480 per adopted child;
(13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;

(14) 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;

(15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(16) 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 includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

(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 Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

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

(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]; (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);

(g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L-94-540, 90 Stat. 2503-04);
(h) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

(i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

(j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;

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

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

(m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

(n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);

(o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

(p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

(q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

(r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

(s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
Gathering Income Documentation

It is the Head of Household’s responsibility to provide adequate income documentation at the initial project intake meeting and at recertification, with the assistance of the Service Provider, 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 be done by pay check stubs or similar documentation. The amount of employment time documented depends on the frequency of the pay period:

- Bi-weekly pay period (26 pay periods/year): obtain pay stubs covering at least eight weeks of pay.
- Bi-monthly pay period (24 pay periods/year): obtain pay stubs covering at least two months of pay.

If household members have recent employment without the minimum number of pay stubs, the Processing Center can extrapolate the probable income out to the minimum period and make a calculation based on the extrapolation.

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. 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: The Head of Household earns $7.25 per hour when she first leases up as a Shelter Plus Care Participant on March 1, 2017. Her employer shows that she will receive a pay increase to $8.00 per hour on June 1, 2017. She gets paid for holidays.

\[
\begin{align*}
$7.25/\text{hour} \times 8 \text{ hours} \times 66 \text{ paid days} &= \$3,828 \\
$8.00/\text{hour} \times 8 \text{ hours} \times 195 \text{ paid days} &= \underline{\$12,480} \\
&= \$16,308 \text{ gross annual income}
\end{align*}
\]

If income is irregular over a longer time, the Processing Center may need to gather pay documentation for three to six months in order to make a valid income determination. This is a judgement call on the part of Processing Center staff, but a more accurate and fair determination is made when a longer period of employment is documented. In such cases, it may be beneficial to request information directly from the employer involved (see on the next page the Sample Form, “Verification of Employment”). 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. Heads of Household must notify the Processing Center when overtime or seasonal pay ceases so that gross income can be recalculated appropriately.
FORM—Verification of Employment (Sample)

<table>
<thead>
<tr>
<th>[Name and address of employer]</th>
<th>Employed since: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Occupation: ______________________________</td>
</tr>
<tr>
<td></td>
<td>Salary: $__________________________________</td>
</tr>
<tr>
<td></td>
<td>Effective date of last increase: ____________</td>
</tr>
<tr>
<td></td>
<td>Base pay rate: $________ per ______ (hr. or week)</td>
</tr>
<tr>
<td></td>
<td>Average hours/week at base pay rate: _________</td>
</tr>
<tr>
<td></td>
<td>No. weeks worked per year: __________________</td>
</tr>
<tr>
<td></td>
<td>Overtime pay rate: $______ /hour</td>
</tr>
<tr>
<td></td>
<td>Expected average number of hours overtime worked per week during next 12 months: ________</td>
</tr>
<tr>
<td></td>
<td>Any other compensation not included above (specify for commissions, bonuses, tips, etc.): For: __________________ $______ per __________________</td>
</tr>
<tr>
<td></td>
<td>Is pay received for vacation? □ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>If Yes, number of vacation days per year: ________</td>
</tr>
<tr>
<td></td>
<td>Total base pay earnings for past 12 mos.: $_______</td>
</tr>
<tr>
<td></td>
<td>Total overtime earnings for past 12 mos.: $_______</td>
</tr>
<tr>
<td></td>
<td>Probability and expected date of any pay increase: __________________</td>
</tr>
<tr>
<td></td>
<td>Does the employee have access to a retirement account? □ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>If Yes, what amount can they get access to: $______</td>
</tr>
</tbody>
</table>

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 Head of Household or by contacting third parties, a household’s tax returns may be required to document income. If income cannot be verified through any of the above means, the Processing Center should notify DMH Housing and processing of rental assistance may be suspended. 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 a Head of Household 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:

\[
\begin{array}{ccc}
$1,350 & ($225 \times 6 \text{ months}) \\
$1,500 & ($250 \times 6 \text{ months}) \\
$2,850 & \\
\end{array}
\]

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](#)
Households Reporting Zero Income

Persons completing an SPC Eligibility Packet (EP) reporting zero income do so in the Income section (Section 3) of the EP. Processing Centers must require new Heads of Household 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 Head of Household’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 Form, “Zero Income Declaration” for use by Processing Centers.
FORM—Zero Income Declaration (Sample)

Are you currently enrolled in school or any type of vocational training, or planning to be within the next 30 days? Yes ☐ No ☐

If you answered “Yes,” you must provide written documentation to AGENCY NAME HERE of your current or impending enrollment, and sign below.

By my signature below, I declare that I am currently enrolled in school or a vocational training course, or plan to be within the next 30 days.

__________________________________________________  ____________________________________________________
(Print Name of Adult Household Member)  (Sign Name of Adult Household Member)

______/______/______
(Date)

If you answered “No” above, and have no cash income currently, please read the statements below and sign below to indicate that you have read and understand them.

1. By my signature below, I declare that I currently do not have any cash income from any source.

2. I agree to notify AGENCY NAME HERE about changes in my income within 30 days of the change.

3. I agree 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 cash 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.

__________________________________________________  ____________________________________________________
(Print Name of Adult Household Member)  (Sign Name of Adult Household Member)

______/______/______
(Date)
Households 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 Heads of Household should be informed of this requirement during the intake process by the Processing Center. Households are required to report new or increased income within 30 days of receiving the income; if tax returns indicate that a Head of Household failed to report income as required, the household’s assistance is subject to termination.

Processing Centers may monitor zero income clients through a variety of other methods, as staff size allows. Examples:

- Send questionnaires to zero-income households regarding how weekly/monthly expenses are paid for (such as gas for car, telephone, utilities, etc.).
- Require zero-income households to attend in-person meetings at the Processing Center regarding income development.

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

**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 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”:

<table>
<thead>
<tr>
<th>FAMILY MEMBER</th>
<th>DESCRIPTION OF ASSET</th>
<th>CURRENT FACE VALUE OF ASSETS</th>
<th>ACTUAL ANNUAL INCOME FROM ASSETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOH: Alex Hamilton</td>
<td>Undeveloped lake lot, not being used</td>
<td>$6,000</td>
<td>0</td>
</tr>
<tr>
<td>Danni DeWinter (spouse)</td>
<td>Met Life annuity inherited from father</td>
<td>$50,000</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td>Burial plot</td>
<td>$500</td>
<td>0</td>
</tr>
</tbody>
</table>

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 households 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 Head of Household 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 Head of Household 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.** Alex Hamilton sells property to his spouse’s cousin for $30,000 on July 1, 2017. 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, 2019. 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 household’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, a Head of Household 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 household or Service Provider.

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

### FAMILY MEMBER WAGES/SALARIES SOCIAL SECURITY OTHER PUBLIC ASSISTANCE OTHER

<table>
<thead>
<tr>
<th>FAMILY MEMBER</th>
<th>WAGES/SALARIES</th>
<th>SOCIAL SECURITY</th>
<th>OTHER PUBLIC ASSISTANCE</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOH: Alex Hamilton</td>
<td>0</td>
<td>$8,328 (SSDI)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Danni DeWinter</td>
<td>$12,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(spouse)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lily Hamilton</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>(child)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

_Family members: Alex Hamilton (HOH), Danni DeWinter (spouse), Lily Hamilton (child)_.

Return to Top of Chapter 3
| **Number of dependents under 18 (include full-time students and disabled family members)** | (7) 1 |
| **DO NOT** include head of household, spouse or foster children. |  |
| **Is the head of household or spouse at least 62 years of age or disabled?** | Yes [x] No  |
| **Total Child Care Expenses:** |  |
| c. Expenses that enable a family member to work: | (9a) 0 |
| Name of Household Member enabled to work: |  |
| d. Expenses that enable a family member to further education: | (9b) $1800 |
| Name of Household Member enabled to further education: | Danni DeWinter |
| **Total Disability Expense:** | (10) 0 |
| Names of Household Members enabled to work: |  |
| **Total Medical Expenses Not Reimbursed by Others:** | (11) $625 |
| **12. Total Annual Income** | (12) $21,528 |
| (enter amount from item 6) |  |
| **13. 3% of Annual Income** | (13) $645 |
| (Item 12 x .03) |  |
| **14. Dependent Deduction** | (14) $480 |
| (enter $480 x Item 7) |  |
| **15. Allowable Child Care Expenses** | (15) $1800 |
| (Item 9a + Item 9b **BUT** expenses allowed for 9a must not exceed employment income of household member(s) enabled to work.) |  |
| **16. Total Disability Assistance Expense** | (16) 0 |
| (enter amount from item 10) |  |
| **17. Allowable Disability Assistance Expense** | (17) 0 |
| (Item 16 minus Item 13 **BUT** never more than employment income of household member(s) enabled to work.) |  |
| **18. Total Medical Expenses** | (18) $625 |
| (Enter amount from Item 11 **ONLY if head of household or spouse is at least 62 or disabled.) |  |
| **19. Allowable Medical Expenses** | (19) 0 |
| (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). |  |
| **20. Elderly/Disabled Household Deduction** | (20) $400 |
| (Enter $400 **ONLY if head of household or spouse is at least 62 or disabled.) |  |
| **21. Total Allowances** | (21) $2680 |
| (add items 14, 15, 17, 19 & 20) |  |
| **22. Annual Adjusted Income** | (22) $18,848 |
| (Item 12 minus 21) |  |

**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 Hamilton-DeWinter household, see the example below from the DMH “Income and Rent Calculation Worksheet” for calculating tenant rent:
### Exceeding Income Eligibility

Households must have a gross income that is 50% or less of their Area Median Income (AMI) in order to qualify for SPC assistance; however, if a current household reaches a gross income level above 50% of AMI, the household does not automatically exit from the project. Rather, the household’s calculated Total Tenant Payment (TTP) must reach 100% of the Housing Assistance Payment (HAP) for the household’s eligibility to end. A household may reach 50% or above of AMI and still not pay 100% of their HAP because of the various deductions applied in the calculation of adjusted annual income.

When a household does attain an income where it will be responsible for paying 100% of its HAP, DMH Housing applies the same policy used in Section 8 programs: the household remains active in the project for six months following the calculation of its ability to pay 100% HAP, and remains subject to all project requirements during that time, including recertification. If the household reports an income change during the six-month period that reduces its TTP to below 100% of HAP, the household will continue to have project eligibility; if the household pays 100% of its HAP for six consecutive months, it will be considered to have exited the project at that point.

Processing Centers should notify the household in writing when it has reached a 100% HAP income level, and explain the six-month policy. The household must be included on the monthly invoice during the six-month period (see “Households Paying 100 Percent of HAP” in Chapter 6 for further information).
CHAPTER FOUR—PROCESSING AND ADMINISTERING SHELTER PLUS CARE PERMANENT SUPPORTIVE HOUSING VOUCHERS

- FORM—Shelter Plus Care Voucher Processing Checklist
- Timeline From Referral to Lease-Up; Extensions of Time
- Meeting With Processing Centers for Initial Client Intake
- Verification of Household Information
- Occupancy Standards
- Limits on Location of Rental Unit
- Owner Documents
- Owner Participation in Lease-Up
- Housing Locations Services
- Processing Center’s Required Tasks Before Tenant Move-In
- Security Deposits and Damages
  - FORM—Request for Refund of Security Deposit (Sample)
- Utility Allowance
- Full-Time Caregivers
- Fair Market Rent
- Rent Increases by
- Adjustments to Total Tenant Payment
- Rent Reasonableness
  - FORM—Rent Reasonableness Survey and Certification (Sample)
- Housing Quality Standards
- Required Annual and Interim Recertifications
  - FORM—Recertification and HQS Inspection Notice Letter (Sample)
  - FORM—Shelter Plus Care Recertification Form (New, March 2019)
- Termination of Rental Assistance
  - FORM—Notice of Termination of Rental Assistance (Sample)
  - FORM—Project/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
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FORM—Shelter Plus Care Voucher Processing Checklist

A checklist for processing SPC vouchers has been added as a form to Chapter 9, Forms and Online Resources. Use of the Checklist is not required for every household receiving an SPC voucher, but all Processing Center agency staff involved in the process must become familiar with its contents—especially the timeline for moving a new household into their first assisted unit.

Moving individuals and families from homelessness into housing within 30 days of a project entry date is a HUD priority, and the Checklist is designed to assist all parties involved in achieving that goal.

Timeline From Referral to Lease-Up; Extensions of Time*

DMH Housing has established a timeline of progress toward a successful lease-up for the
Head of Household that meets local Continuum of Care (CoC) and HUD timelines for performance objectives to get new households physically moved into their rental units within 30 days of the intake meeting. The timeline is:

1. **Referral**: Day 1, the date DMH Housing sends an SPC referral to a Processing Center;

2. **Initial Contact**: the Processing Center has **24 hours** after receiving the DMH Housing referral to initiate contact with the Service Provider and/or the Head of Household to arrange a date for the intake meeting;

3. **Intake Meeting**: the intake meeting must take place within **five (5)** working days of the initial contact;

4. **Failure to respond, arrange, and/or attend intake meeting**: if the Processing Center tries to contact the Service Provider and/or Head of Household three times without success, the offer of assistance will be withdrawn; if the Service Provider and/or Head of Household fail to arrange a date for the intake meeting, or fail to appear at the meeting, the offer of assistance will be withdrawn;

5. **Lease-Up**: The goal is to get new households physically moved into their rental units **within 30 days from the intake meeting**. At a minimum, a completed Request for Tenancy Approval form must be received by the Processing Center in order to stop the time running on the 30-day period. Other required documents, such as the lease and HAP Contract must also be received and approved by the Processing Center before the household can move in. The new unit must also pass an HQS inspection before the household can move in. The 30-day timeline is a HUD-defined measure of each project’s performance, so failure to complete the process within 30 days, over time, endangers the funding of these Shelter Plus Care projects.

6. **Request for Extension of Time**: Heads of Household who are unable to locate a rental unit within 30 days because of extenuating circumstances such as illness or hospitalization may request from the Processing Center an extension of time, not to exceed 30 days. **The request for an extension must be submitted in writing to the Processing Center by the Head of Household or the HoH’s Service Provider. Processing Centers must obtain written approval for the time extension from a member of DMH Housing.**

**Meeting With Processing Centers for Initial Client Intake**

Before the intake meeting, Processing Center staff should verbally verify the contents of the DMH referral with the Head of Household and the Service Provider, including the Household’s homeless status, their proposed household composition, and their sources of income, if any. If no issues are found that disqualify the household from proceeding or that require a delay, the Processing Center will begin the intake meeting. Processing Centers may hold intake meetings individually or in small groups.
During the intake meeting, it is essential that Processing Center staff discuss with the Head of Household and the Service Provider, if any, 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 9).
- The legal rights and responsibilities of tenants and Owners.
- The policy for maintaining the privacy of the household members’ personal information.
- How to find a suitable rental unit and how long the Head of Household has to find a unit.
- The specific area where the Head of Household can lease a unit as defined by the SPC project the household is assigned to, and other relevant factors (see Limits on Location of Rental Unit, below).
- How to get the Owner documents completed and returned to the Processing Center (see Chapter 9, “Owner Forms”).
- Required information about potential lead-based paint hazards in rental housing. Processing Centers must provide to Heads of Household an informational pamphlet from the U.S. Environmental Protection Agency on lead-based paint hazards in homes and at work, found at:
- Information about the size of rental unit (number of bedrooms), who can reside in the unit, and the amount of rent the Head of Household should look for when seeking rental housing.
- Information about how the Head of Household’s share of the rent is calculated and how much rent will be paid to the Owner by the Processing Center.
- Information about the annual recertification process and the requirement to provide copies of state and federal income tax returns as part of that process.
- Information about federal, state and, where applicable, local fair housing laws, and tenants’ rights and remedies regarding housing discrimination.
- 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

**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 Head of Household’s project file.

All household 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 number.

Heads of Household 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 a Head of Household 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 Head of Household’s custody.

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

Processing Centers must verify household income or have the Head of Household sign a Zero Income Declaration before a household moves into a new unit.

**Occupancy Standards**

Determination of the rental unit size is made in accordance with the following table:
In addition, household composition is taken into account and unit size is also based on the following:

<table>
<thead>
<tr>
<th>Unit Size</th>
<th>Family Composition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 adult or 2 adults (couple)</td>
</tr>
<tr>
<td>2</td>
<td>2 adults of the same or opposite sex living together in a non-conjugal relationship</td>
</tr>
<tr>
<td>2</td>
<td>1 adult and 1 child</td>
</tr>
<tr>
<td>2</td>
<td>2 adults (couple) and 1 child of any age</td>
</tr>
<tr>
<td>2</td>
<td>1 adult and 2 same-sex children</td>
</tr>
<tr>
<td>2</td>
<td>1 adult or a couple and 2 opposite sex children, both under 6 years of age</td>
</tr>
<tr>
<td>3</td>
<td>1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age</td>
</tr>
<tr>
<td>3</td>
<td>1 adult and 3 same-sex children or opposite sex children all under 6 years of age</td>
</tr>
<tr>
<td>3</td>
<td>2 adults (couple) and 3 children</td>
</tr>
<tr>
<td>3</td>
<td>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)</td>
</tr>
<tr>
<td>4</td>
<td>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</td>
</tr>
<tr>
<td>4</td>
<td>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</td>
</tr>
</tbody>
</table>

DMH Housing 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. **Households 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 Head of Household 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 Head of Household shares custody of a minor with another person, the Head of Household 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 Head of Household currently lacks custody of the minor, the Head of Household and DFS case worker must provide documentation from the
Department of Social Services and/or the appropriate court for the process of reuniting parent and child and the potential reunification date. Information regarding this process must be submitted to DMH Housing and each case will be considered individually.

**Limits on Location of Rental Unit***

Effective July 14, 2016, HUD amended 24 CFR Sec. 578.51 to allow households with HUD Continuum of Care-funded tenant-based rental assistance to use their subsidies outside of the Continuum of Care (CoC) in which they were issued.

Section 578.51(c) was amended to add the following paragraph:

(4) Program participants other than those described in paragraph (c)(3) of this section may choose housing outside of the Continuum of Care’s geographic area if the recipient or subrecipient, through its employees or contractors, is able to meet all requirements of this part in the geographic area where the program participant chooses housing. If the recipient or subrecipient is unable to meet the requirements of this part, either directly or through a third-party contract or agreement, the recipient or subrecipient may refuse to permit the program participant to retain the tenant-based rental assistance if the program participant chooses to move outside of the Continuum of Care’s geographic area.

Meeting “all requirements of this part” includes performing the required functions of Shelter Plus Care voucher administration listed in Chapter 1 of this Manual and detailed in subsequent chapters. Because DMH contracts with third-party agencies (Processing Centers) to do the majority of these activities, a household’s ability to choose housing outside of the CoC where its voucher was issued depends on the ability of the Processing Center to perform those activities in the Processing Center’s service area. This also applies to households assigned to Balance of State CoC grants that want to choose housing outside of the counties originally designated for the grant.

The following table lists each Processing Center’s service area. Depending on which agency administers the Shelter Plus Care project a household is assigned to, the counties listed for that agency are the available counties where the household may find a rental unit.

<table>
<thead>
<tr>
<th>Processing Centers</th>
<th>Counties Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Places for People</td>
<td>St. Louis City and St. Louis County</td>
</tr>
<tr>
<td>Queen of Peace Center</td>
<td>St. Louis City, St. Louis County, Jefferson, and Franklin</td>
</tr>
<tr>
<td>St Patrick Center</td>
<td>St. Louis City, St. Louis County, Jefferson, Franklin, and St. Charles</td>
</tr>
</tbody>
</table>
### Processing Centers and Counties Served

<table>
<thead>
<tr>
<th>Processing Centers</th>
<th>Counties Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ozark Area Community Action Corporation</td>
<td>Greene, Christian, Webster, Dade, Polk, Dallas, Lawrence, Barry, Stone, Taney</td>
</tr>
<tr>
<td>Economic Security Corporation</td>
<td>Barton, Jasper, Newton, McDonald</td>
</tr>
<tr>
<td>COMTREA</td>
<td>Jefferson, Franklin</td>
</tr>
<tr>
<td>Missouri Valley Community Action Agency</td>
<td>Ray, Carroll, Chariton, Lafayette, Johnson, Saline, Pettis</td>
</tr>
<tr>
<td>Ozark Action, Inc.</td>
<td>Wright, Texas, Douglas, Howell, Ozark, Oregon</td>
</tr>
<tr>
<td>Ozark Foothills Regional Planning Commission</td>
<td>Reynolds, Carter, Butler, Ripley, Wayne Counties</td>
</tr>
<tr>
<td>Preferred Family Healthcare</td>
<td>Putnam, Schuyler, Scotland, Sullivan, Adair, Knox, Linn, Macon, Lewis, Shelby, Ralls, Marion, Monroe, Pike</td>
</tr>
</tbody>
</table>

---

**Owner Documents**

The Processing Center will rely on the Head of Household to convey for completion a set of documents to an Owner who has agreed to rent to the Head of Household. 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:  
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards – this form is available at:  
- Request for Tenancy Approval
- Tenant-Based Housing Assistance Payments Contract
- Landlord, Agent or Management Company Contact Information
- Unit Data Sheet
- Other instructions or information for Owners about DMH rental assistance projects, HQS requirements, lead-based paint requirements, Owner obligations, etc., as deemed needed or useful by the Processing Center.
See Chapter 9 for samples of and links to the above forms. Processing Centers may wish to develop their own set of instructions to Owners on completing these forms correctly, as well as information sheets about other aspects of renting to SPC households. Along with a signed Lease, the forms must be completed by the Owner and returned to the Processing Center before the household 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.

**Owner Participation in Lease-Up**

Owners are also 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 Owner:

- Is known to have been disbarred, suspended, or subject to denial of participation under 2 CFR Part 2424;
- Is the subject of a pending action instituted by the federal government for violation of the Fair Housing Act or other federal equal opportunity requirements, or has been determined to have violated the Fair Housing Act or other federal equal opportunity requirements;
- 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 Owner 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.

Owners are permitted to screen Heads of Household on the basis of their tenancy histories. An Owner may consider the Head of Household’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 Owner the following information about a Head of Household: 1) name and address (as shown in the Processing Center’s records); and 2) the name and address of the Owner at the Head of Household’s current and prior address, if applicable.

**Housing Locations Services**

Housing Location Services (HLS) may be billed for the following occurrences:

- New SPC project Participants;
- SPC Participants engaging in the annual recertification process and wanting to move to another location; and,
- Assisting SPC Participants that must move because of VAWA or other emergency housing issues.

A maximum of $100 may be charged per participant, per occurrence. An occurrence should provide a minimum 4 hours of engaging a participant in eligible HLS activities listed below. A log must be maintained in the Participant file that documents the time and activities engaged in with the program participant. In rare cases in which a participant may require
more than 4 hours of HLS, another billing may be allowed, if the processing center has received prior approval from DMH Housing. Such approval must be maintained in the Participant file. Housing Location services should billed in Other Rental Assistance column on the invoice. In the Remarks column, use the abbreviation “HLS”.

If a processing center is billing for Housing Location Services, then they must employ at least one FTE (a ½ FTE or other FTE arrangement may be considered for smaller processing centers). A proposed budget for the FTE, benefits and mileage, and any other projected expenses must be submitted to the DMH Housing Director for approval prior to billing this fee.

The following eligible activities shall be provided to SPC Participants, as needed, to secure affordable housing units:

- Assist in completion of any paperwork necessary to secure a unit.
- Model how to locate units. (Show a participant how to navigate various websites or other community resources on which units may be listed.)
- Model how to communicate with potential landlords. (Coach a participant on how to call and request a viewing appointment, role-play talking to a landlord and asking questions about a unit, etc.)
- Provide a list of landlords which would likely fit the participant’s needs.
- Assist participants in eliminating barriers to finding housing. (Make referrals to community resources to eliminate outstanding utilities, lack of transportation, etc.)
- Provide and/or secure transportation to and from unit viewing appointments.
- Help expedite the move-in/moving process by conducting preliminary assessments of units to assure that they will likely pass an HQS inspection.
- Continue building relationships with existing landlords and seek out new landlord relationships. (Contact landlords who SPC has worked with to inquire about available units, ask for referrals to other landlords in the area.)

**Processing Center’s Required Tasks Before Tenant Move-In**

When a Head of Household has identified a suitable rental unit and the Owner’s forms (Request for Tenancy Approval and lease) have been returned to the Processing Center, the Processing Center has a contractual duty to complete the following tasks in a timely manner before the household can be allowed to move in to the rental unit. In general, these tasks should be carried out in the order shown below:

1. **Review the Request for Tenancy Approval**: ensure the form is complete and signed by the Owner or designated representative of the Owner.
2. **Review the lease**: a lease is a legal contract between the Head of Household and the Owner, and must comply with Missouri Landlord-Tenant law, federal laws and regulations, local fair housing and Landlord-Tenant laws, and the policies found in this Manual. No new lease will be effective until the unit passes an HQS inspection and the appropriate inspection report is completed by Processing Center staff. Prohibited conflicts with federal, state, and local laws and DMH policies include but are not limited to:

- Allowing a tenant to work for the Owner 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 and ordinances.

3. **Conduct a Rent Reasonableness Survey**: a Rent Reasonableness Survey and certification must be completed on any new move-in or relocation by a household. For more information, see the section on Rent Reasonableness, below.

4. **Conduct a Housing Quality Standards Inspection**: Processing Center staff or contractors conduct an HQS inspection of the proposed rental unit, and the unit must pass the inspection before the household can move in. For more information, see the section on Housing Quality Standards, below.

5. **Notify the Parties Involved of a Successful HQS Inspection**. The Processing Center must notify both the Owner and the Head of Household that the rental unit passed its HQS inspection. Notice to the Owner should be in writing.

6. **Execute a HAP Contract**: the Processing Center sends a Housing Assistance Payment contract to the Owner, receives it back, and ensures that it has been fully and properly executed by the Owner or designated representative. No new HAP contract will be effective until the unit passes an HQS inspection and the appropriate inspection report is completed by Processing Center staff.

The process from receipt of Request for Tenancy Approval to notifying the Head of Household 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.
Security Deposits and Damages

The project pays the initial security deposit for the Head of Household. The project does not pay security deposits in excess of one month’s rent. Additional security deposits may be authorized by DMH Housing on a case-by-case basis.

When the household moves out of the rental unit, the Owner, 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 Head of Household, damages to the unit beyond ordinary ‘wear and tear’, or for other amounts the tenant owes under the lease.

Processing Centers have a duty to try to recover unused security deposits from Owners. At a minimum, the Processing Center must send a written request to an Owner to refund a security deposit when a household moves out.

The Owner 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 Processing Center.

See the Sample Letter, “Request for Refund of Security Deposit,” on the following page.
FORM—Request for Refund of Security Deposit (Sample)

July 8, 2019

OWNER ADDRESS

RE: Client Name  
Client Address  
City, MO Zip Code

Dear Landlord,

This letter is to inform you that rental assistance and all benefits offered by AGENCY NAME HERE for the above-referenced property will end as of as of END DATE HERE. This means that LAST MONTH HERE will be the last month that rental assistance will be provided for TENANT NAME HERE while residing at UNIT ADDRESS HERE.

This decision was made when the tenant submitted the enclosed notice regarding HIS/HER intent to move.

In addition, Missouri law requires that the Landlord return the security deposit within 30 days. If you keep all or a portion of the security deposit, you must send AGENCY NAME HERE an itemized list of damages for which any portion of the deposit was kept with supporting documentation (i.e., receipts). As specified in your Tenant Based Rental Assistance Contract, please remit payment of any remaining money from the security deposit to AGENCY NAME HERE.

If you have any questions, please feel free to contact me at ###-###-####.

Sincerely,

YOUR NAME HERE  
Housing Specialist

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**Damages.** DMH Housing can pay an amount up to the cost of one month’s rent to an Owner in reimbursement for repairs to properly documented damages caused by a household. The Owner 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.

**Utility Allowance**

SPC utility allowances are calculated by the Processing Center as described below. For most households, 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 Head of Household’s choice. Processing Centers have discretion to split a utility credit between two or more utility providers in order to help households better manage their utility costs.

To calculate a utility allowance, the Processing Center should obtain a utility allowance schedule from a local Public Housing Authority. Utility allowances should be updated annually. A blank copy of HUD’s form, “Allowances for Tenant-Furnished Utilities and Other Services,” is available at:


Utility Reimbursements are paid directly to utility providers. Heads of Household must select the utility provider to receive the payment. This information must be provided by the Head of Household in writing. If the Household is moving to a new unit, a copy of the most recent utility bill must be provided to the Processing Center in order to calculate the new utility credit.

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.

**Full-Time Caregivers**

A household member may 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 projects with the following restrictions:

- A medical professional must prepare and sign a statement that says the household member needs a full-time live-in caregiver in order to live independently, and that this caregiver requires an additional bedroom. This letter should address the level of care that the household member needs and the type of services the caregiver will be providing. Processing Centers must request a new statement from the medical
professional documenting the aforementioned need for a live-in caregiver at each annual recertification.

- If a live-in caregiver receives income for providing care of a household member, that income is excluded from the household income calculation.

- If a live-in caregiver is employed outside of the home or receives a source of income other than providing care for the household member, the outside income is included in the household income calculation.

**Fair Market Rent**

SPC uses 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 the project. 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.

**When to apply new FMRs:** New FMRs are applied to 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 Head of Household turns in paperwork from an owner to the Processing Center that demonstrates an agreement to rent to the Head of Household (i.e., a completed “Request for Tenancy Approval” form).

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 household chooses a rental unit where the utilities are included in the contract rent, SPC 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 Owner describing what utilities are present in the unit, and which ones are paid for by the tenant and which by the Owner. 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 to pay the rent on that unit.

**Rent Increases by Owners**

Owners 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 Head of Household. If no new lease is requested, Owners 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. A request for a rent increase must be submitted to the appropriate Processing Center, with approval to be made by a DMH Housing staff person.

**Adjustments to Total Tenant Payment**

Adjustments of a household’s Total Tenant Payment (TTP), i.e., the amount of rent the assisted household is responsible for paying on its own, are made based on annual and interim recertification procedures. Both Heads of Household and Owners must be notified in writing by the Processing Center of adjustments made to TTP.

**Income Increases.** When a household’s income increases, a new TTP is calculated by the Processing Center and the adjustment becomes effective the first day of the month following the date the income change was reported by the household. The “date reported by the household” is the date the household supplies adequate documentation of the change as required by the Processing Center. Households are required to report increases in income within 30 days of the beginning of the increase.

**Income Decreases.** When a household’s income decreases, a new TTP is calculated by the Processing Center and the adjustment becomes effective immediately following the Processing Center’s completion of the adjustment procedures using documentation supplied by the Head of Household as required by the Processing Center. Immediate effect prevents a household from being unfairly held responsible for a rent portion in the upcoming month that is no longer valid, even though the Processing Center may have already billed DMH for the pre-adjustment HAP amount. In that situation, Processing Centers must bill DMH the following month for an amount to make up for the household’s inability to pay the previously calculated TTP.

**Rent Reasonableness**

HUD requires that all rents for units assisted by Shelter Plus Care be “reasonable.” Rent Reasonableness Surveys are required for all newly assisted units, and under some other circumstances described below.

Determining Rent Reasonableness involves two possible comparisons: (1) the Processing Center can compare the rent for the SPC unit to the rents for three similar unassisted units in the marketplace; or (2) the Processing Center can compare the rent to rents for three similar units on the same premises (or other units owned by the same Landlord). In this case the Landlord must certify in writing that he or she charges the same rate for assisted and unassisted units.

Processing Centers must conduct Rent Reasonableness Surveys under the following
circumstances:

- Before a HAP Contract is signed (i.e., for a first-time rental for a new Head of Household; and for when an existing Head of Household 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 can have more expensive contract rents than the unit being surveyed without limit; but when the surveyed unit is more expensive than the comparable units, the difference should not be greater than $50.

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.
## FORM—Rent Reasonableness Survey and Certification (Sample)

<table>
<thead>
<tr>
<th>RENT REASONABLENESS SURVEY</th>
<th>Subject Property</th>
<th>Comparison #1</th>
<th>Comparison #2</th>
<th>Comparison #3</th>
<th>Date of survey: ________________</th>
</tr>
</thead>
</table>
| 1. Address                  |                  |                |                |                | Is Contract Rent for subject property in line with owner’s similar **unassisted** units?  
|                             |                  |                |                |                | Yes ____  No ____                |
| 2. Square Feet              |                  |                |                |                | Is Contract Rent for subject property in line with owner’s similar **assisted** units?  
|                             |                  |                |                |                | Yes ____  No ____                |
| 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 ____            |
| 7. HQS Quality (A+,A,B,C)   |                  |                |                |                |                                  |
| 8. Amenities (list)         |                  |                |                |                |                                  |
| 9. Access to shopping and services (good, fair, poor) | | | | | By:  
|                             |                  |                |                |                | ______________________________ |
|                             |                  |                |                |                | [Name]                           |
| 10. Year Built              |                  |                |                |                | Agency: __________________________ |
| 11. Contract Rent* (includes owner provided utilities) | | | | | *should not exceed $50 of highest comparable unit  
|                             |                  |                |                |                | Date: __________________________ |
| 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 assistance must conform to the Housing Quality Standards (HQS) set forth in the Code of Federal Regulations and outlined in the HQS Inspection Form, found at:


Before executing the Housing Assistance Payment contract, a Processing Center inspector inspects the rental unit and documents the results on the Inspection Checklist. In particular, the inspector must conduct a visual assessment for lead-based paint. If the inspector finds deficiencies, she will notify the Owner and will require the Owner 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 he/she feels the Owner 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 Owner in writing that the unit has been rejected and that the household will be seeking another unit.

Each unit shall be inspected annually. If deficiencies are found, the owner and tenant shall be informed in writing. Owners must make emergency repairs in accordance with Missouri Landlord-Tenant law. 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#hqs](http://dmh.mo.gov/housing/housingunit/housingdevelopment.html#hqs)

All persons performing HQS inspections, whether DMH Housing staff or staff employed by or contracted by Processing Centers, must take Lead-Based Paint Visual Assessment
Training. A link to HUD’s Visual Assessment training is below:

https://www.hud.gov/offices/lead/training/visualassessment/vat1.cfm

Required Annual and Interim Recertifications

Recertification is a required annual verification process done by Processing Centers, and is timed based on a household’s most recent lease date. Processing Centers recertify on-going project eligibility by obtaining documentation from the assisted household.

A second purpose of the recertification process is to assess whether a household may be ready to transfer out of Shelter Plus Care and into another form of permanent housing, such as Section 8 or public housing, per the “Moving On” policy (see Introduction). The Shelter Plus Care Recertification Form (revised as of March 2019) is meant to assist Processing Centers to obtain information relevant to evaluating whether a household is ready to move on. See the revised form, below.

- The Processing Center communicates in writing with the Head of Household 60-90 days prior to the due date of the recertification, notifying the Head of Household of the upcoming deadline for recertification. See Chapter 9 for sample recertification forms.

- The Processing Center sets a date with the Head of Household when an inspector can enter the rental unit to perform an HQS 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. Failure by the head of household to comply with HQS inspection requirements may result in termination of rental assistance.

- The Processing Center must request the following items, to be provided by the Head of Household and/or the Service Provider, 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; and
  - a list of all persons living in the household.
  - If the household has a live-in full-time caregiver, the Head of Household must provide a letter from a medical professional documenting the continuing need for the caregiver (see the section Full-Time Caregivers, above).

- 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.

- Processing Center staff review the Recertification Form for information relevant to the household’s ability to move on to another form of permanent housing. If staff determine that the household is stable and ready to move on, they should contact the DMH staff person for that area and set up a meeting for all parties to attend to review the possibility of a transfer out of Shelter Plus Care.

- The recertification process 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 Head of Household. 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 Head of Household. Any change in income of at least one dollar per month must be reported to the Processing Center. 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 Head of Household first entered the project.

- **Reminder:** Heads of Household 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.

Heads of Household 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.
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
FORM—Shelter Plus Care Recertification Form (New, March 2019)

Shelter Plus Care Recertification Form

As a participant in the Shelter Plus Care program, you must fill out this form completely and accurately to continue to receive rental assistance.

Name: _____________________________________________________________________________

Contact Phone Number: _______________________________________________________________________

Address: ________________________________________________________________________________
____________________________________________________________________________________

Be sure to include all individuals living in your unit in the table below even if they do not have income, assets or non-cash benefits.

You must report and document income/assets from any and all sources including but not limited to: babysitting, collecting recyclables, Social Security, TANF, employment income (excluding children under 18), retirement, interest, dividends, personal property, car, and disability payments. Examples of income/asset documentation include but are not limited to: Social Security Award Letter, bank account statement, receipts, retirement account statement, 3 consecutive pay check stubs, personal property tax receipts, annuity income statements, etc.

<table>
<thead>
<tr>
<th>Name/relationship</th>
<th>Date of Birth</th>
<th>Social Security Number</th>
<th>Income (include amount and frequency**)</th>
<th>Asset(s) (include value)</th>
<th>Non-cash benefits (WIC, Food Stamps/SNAP, Health Insurance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head of Household /self</td>
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</tbody>
</table>

(Continued on Next Page)
Do you have any childcare expenses that enable you to work? $________________ per year. (You must include a receipt for the expenses).

Do you have any handicap expenses that enable you to work? $________________ per year. (You must include a receipt for the expenses).

Do you have any medical expenses that are not reimbursed? $________________ per year. (You must include a receipt for the expenses).

Do you wish to renew your lease in your current unit? Yes No

Are you enrolled in supportive services? If yes, please provide your Service Provider’s name, agency, and phone number:

Service Provider name: ________________________________________________________________

Agency name: ____________________________ Phone number: ____________________________

E-mail address: _____________________________ Fax number: ____________________________

**Housing Stability Plan**

This plan is to help you to maintain safe, secure, long-term housing. Please write your goals below and how you plan to reach those goals, make this specific to your housing needs.

<table>
<thead>
<tr>
<th>Name of Goal</th>
<th>Steps to Achieve Goal</th>
<th>Supportive Services Needed to Achieve Goal (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Goal</td>
<td>______________________</td>
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<td>Financial Goal</td>
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<tr>
<td>Health Goal</td>
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<td>Other Goal</td>
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<tr>
<td>Other Goal</td>
<td>______________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>______________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>______________________</td>
<td></td>
</tr>
</tbody>
</table>
When have you applied for Public Housing Authority Assistance?

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]
Termination of Rental Assistance

DMH Housing may terminate a Head of Household’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 Heads of Household 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 7, “Hearings and Due Process.”

See the Sample Form, “Notice of Termination of Rental Assistance,” on the next page.
FORM—Notice of Termination of Rental Assistance (Sample)

[Agency Letterhead]

TO: [Project Participant]
FROM: [Processing Center Staff Name]
[Agency Name]
DATE: [Date]

RE: Termination of Shelter Plus Care Rental Assistance

This letter is to advise you that you have not complied with the requirements of the Shelter Plus Care 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 Head of Household from rental assistance without approval from DMH Housing.

Heads of Household may voluntarily terminate their own participation in a Shelter Plus Care project.

- A Head of Household who wishes to terminate participation in the project 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 Head of Household wishes to terminate her participation in the project and vacate the current rental unit, she must do so in accordance with the lease document. She must advise the Processing Center and the Owner in writing of her intention to do so at least 30 days prior to vacating the unit.

See the Sample Form, “Project/Lease Voluntary Termination Form Letter,” on the next page.

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FORM—Project/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

Households must reside in their rental unit for 12 months or until lease expiration; after that, the household may move if desired or needed with the following limitations:

- Move-outs must be timed to coincide with the end of the lease term;
- Households must provide written notice to the Processing Center of their intention to move at least 30 days prior to the move-out date;
- Households must provide written notice to the Owner of their intention to move at least 30 days prior to the move-out date.

If the household wants to move before the end of any lease term, permission may be granted only with a written statement from the Owner to the Processing Center releasing the household from the lease. To comply with the Violence Against Women Act, and under certain circumstances such as the household’s health and safety, DMH Housing may waive the above limitations. See the section Violence Against Women Act Policy in the Introduction.

Eviction

An Owner may evict a household from an assisted unit only by instituting a court action, as detailed in Missouri Landlord-Tenant law. The Owner and the household must notify the Processing Center in writing of the commencement of procedures for termination of tenancy.

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

Death or Long-Term Absence From the Unit

For a single individual household, the death of the Head of Household automatically terminates further housing assistance. If a single Head of Household 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 Owner 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 a Head of Household 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 Head of Household 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 rental assistance will end.

**Short-Term Absence From the Unit**

A household may be absent from its units for up to 90 days and continue to receive rental assistance. A Head of Household who resides in an institutional setting for 90 days or less (e.g., substance use treatment, jail, hospitalization, etc.) does not automatically lose housing assistance as a result of the absence. The household must provide documentation of such a stay to the Processing Center within 30 days of discharge.

Households and/or Service Providers are required to notify the Processing Center if the household plans to be absent from the unit for a period of time that would impact its ability to pay its rent. Heads of Household who plan to be absent from their rental unit for short periods of time, such as vacation or family emergencies, must arrange to uphold all lease obligations during their absence—especially including payment of any rent for which they are responsible.

The Household and/or the Service Provider must notify the Processing Center of any absence from the unit of 30 days or more; failure to do so may result in termination of rental assistance.

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- Return to Table of Contents
CHAPTER 5  HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS)

- HMIS Data Collection and Entry Requirements
- Annual Assessments in HMIS Versus Annual Recertifications for Shelter Plus Care; Interim Updates
- Requirements for Processing Centers That Enter HMIS Data
- Requirements for Processing Centers Not Required to Do HMIS Entry
- HMIS Resources
- Return to Table of Contents

HMIS Data Collection and Entry Requirements

All Processing Centers are contractually required to collect Homeless Management Information System (HMIS) data for DMH Housing. 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.

Data collection and entry must be done in an ongoing, timely, and accurate manner:

Ongoing: all Processing Centers must have the capability, both in infrastructure and personnel, of collecting and preserving HMIS-required data as it becomes available to them. Initial HMIS data about a household entering a DMH SPC project for the first time comes from DMH Housing to the Processing Center in the form of a referral and Eligibility Packet; but the Processing Center is responsible for gathering and documenting significant HMIS-required data pieces such as household income and household composition. Subsequent updates to household HMIS data are received exclusively by the Processing Center in its ongoing administration of the household’s SPC subsidy though annual recertifications and interim changes to income and household composition. Therefore all Processing Centers must have at a minimum one staff member familiar with HMIS data collection, and who has had up-to-date training from the Continuum of Care’s Lead HMIS Agency. The Processing Center must also have adequate systems for receiving and storing HMIS-required data.

Timely: HUD requires that HMIS data be entered in a manner as close to real-time as possible. Processing Centers that perform data entry as well as collection are required to enter HMIS-required data within three working days or less after it becomes effective. This requires a system, to be devised at the discretion of the agency, of collecting the data specifically required by HMIS in a format that allows for ease of entry. All Processing Centers must have at least one staff person with up-to-date data standards and entry training who may or may not perform this function as a full-time position, depending on the amount of entry required. Processing Centers that collect HMIS-required data but do not enter it for DMH must use the “HMIS Update” forms promulgated and required by DMH Housing to convey the data to DMH Housing. Every HMIS Update form must be completed and emailed to DMH Housing no later than three working days after the effective date of a household data update.

Accurate: HMIS data accuracy is essential for the long-term survival of DMH’s HUD-funded
permanent housing projects. Processing Centers that enter HMIS data must have at least one staff person who is fully trained in the Continuum of Care’s HMIS, is familiar with the data standards, and who does data entry on a regular basis in order to maintain familiarity with the system. Processing Centers who send HMIS Updates to DMH Housing must have staff persons who are familiar with how to fill the form out and are familiar with HMIS data requirements.

**Annual Assessments in HMIS Versus Annual Recertifications for Shelter Plus Care; Interim Updates**

For Processing Centers who enter HMIS data, it’s essential to understand the difference between entering an “Annual Assessment” on a household in HMIS and recording data changes that arise from the annual recertification.

An annual recertification is normally tied the beginning lease date of a household, i.e., the anniversary of when the household moved into its current unit. Annual Assessments in HMIS are required to be entered within 30 days before or after the anniversary of a household’s project entry—which for Shelter Plus Care purposes means the date DMH Housing sent the household’s referral to the Processing Center. The two anniversaries can easily be a month or more apart, so entering the results of a recertification as an Annual Assessment may not fulfill the requirement of having the Annual Assessment done within 30 days before or after the anniversary of project entry.

Processing Centers should devise a system, at their own discretion, of tracking project entry dates (which can easily be reported from HMIS) and recertification dates together. Seeing the dates side by side is an easy way to figure out if the recertification can or cannot be counted as the Annual Assessment. If it cannot be, then it must be entered as an Interim Update, and a separate Annual Assessment update must be made on an appropriate date that fulfills the date requirements of the Annual Assessment (within 30 days before or after the project entry date).

**Conflict with End of Project Year Dates.** Annual Assessment due dates may sometimes coincide with the date that an SPC project ends its project year. In such cases, if the Annual Assessment is done after that date, but still within the allowable 30 days following the due date, it could cause an error on the project’s Annual Progress Report (APR); the person in question will show up on the APR as missing their required Annual Assessment. Therefore, it is the preference of DMH Housing that Annual Assessments generally be done within the 30 days before the due date, rather than after.

**Interim Updates.** There are two types of updates possible in HMIS: an Annual Assessment as discussed above, and an Interim Update. Households must never have more than one Annual Assessment done per year, so any other update that is not the Annual Assessment has to be an Interim Update. Processing Centers should do Interim Updates, aside from the situation described above, whenever a household reports changes to income, health
insurance, non-cash benefits, household composition, or any other change that affects HMIS data, that don’t relate to the annual recertification. Typically such changes involve household income changes and household members entering or leaving the household.

**Requirements for Processing Centers That Enter HMIS Data**

Processing Centers that enter HMIS data as part of their DMH contract to administer Shelter Plus Care projects are required to perform the following HMIS-related functions:

- Run Data Completeness Reports from HMIS to help ensure data quality.
- Run Annual Progress Reports on a monthly basis to help ensure data quality and data preparedness to submit an actual APR.
- Run monthly Roster reports from HMIS to check against monthly invoices, to ensure that all households currently participating in a project have been entered into HMIS or have been exited as needed.
- Ensure that designated staff working in HMIS attend all required in-person trainings, take all required Web-based training, and fulfill annual HMIS annual training requirements.
- Have at least one staff person fully trained in HMIS data collection, data entry, and confidentiality/security issues.
- Comply with federal client confidentiality regulations and Continuum of Care rules regarding confidentiality.

**Requirements for Processing Centers Not Required to Do HMIS Entry**

- Complete and submit to DMH Housing the appropriate HMIS Update Forms:
  - Within three working days of a new household’s initial lease-up date;
  - Upon completion of an Annual Recertification;
  - Upon any reported change in household composition not in connection to those reported during a Recertification;
  - Upon any reported change in cash income, non-cash benefits, or health insurance not in connection to those reported during a Recertification;
  - Upon any other change that affects an HMIS data field (e.g., a name change).
- Train staff to ask household members about all possible categories of non-cash assistance found on the HMIS Update form (e.g., WIC, TANF Services, etc.);
- Apply due diligence when a household exits the program by abandoning a unit or otherwise disappearing: always try to find out where the household has gone by contacting, at a minimum, the Service Provider and/or the Owner.

**HMIS Resources**

HMIS Guides and Tools—including the current Data Standards. Many possibly outdated items, but everything from 2016 on is a potentially important resource.
Summary of HMIS Data Standards (effective October 11, 2017):


CoC APR and ESG CAPER HMIS Programming Specifications—a reference for what’s ‘under the hood’ of the APR your HMIS produces for you. DMH Housing has found this to be helpful when certain APR items appeared to be wrong but were actually being reported as intended by these specifications.

CHAPTER SIX—MONTHLY INVOICES

- Importance of Accuracy
- Invoice Timeline
- Electronic Submission
- Shelter Plus Care Excel Invoice Files
  - FORM—SPC Invoice—Renewal Grant—Detail Sheet (Sample)
  - FORM—SPC Invoice—Renewal Grant—SPC Housing Invoice (Sample)
- Shelter Plus Care Activity Logs for Administrative Costs
- Households Paying 100 Percent of HAP
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Importance of Accuracy

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 households in the SPC projects, along with the administration fees paid to the Processing Centers for administering these projects. DMH Housing depends on the invoices to be accurate because the figures submitted are used to responsibly manage federal funds.

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 Owners by the first day of the month. Generally, invoices must be submitted electronically to DMH Housing on or about 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. 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 2016. The procedure for adding a password to an Excel 2016 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 invoice in Excel 2016:

Step 1: Open the file you wish to password protect, and click the File tab.

Step 2: click Info on the File tab. The first option under Info is Protect Workbook (which includes adding a password).
**Step 3**: click the **Protect Workbook** icon. A menu of options will appear; click **Encrypt with Password**.

**Step 4**: A dialog box will appear that asks you to enter a password for the file. Enter the password in the field and click **OK**. A new dialog box will appear asking you to re-enter the password, in order to confirm it. Re-enter the password you chose exactly as before, and click **OK**. You will need to **Save** the file before exiting in order to make the password stay on the file.
Things to remember regarding passwords on DMH Housing SPC invoices:

- Passwords are pre-set by DMH Housing, so you probably will never have to set up a new one for an SPC invoice.
- Please never change an invoice password without notifying DMH Housing first. It’s preferable that passwords not be changed so that DMH Housing can open all past invoice files when necessary.
- Passwords must be recorded or remembered exactly as used, because Excel does not allow for retrieval of a forgotten password. DMH Housing keeps a list of passwords in use by all agencies, so if you forget yours, contact housing@dmh.mo.gov.

Shelter Plus Care Excel Invoice Files*

DMH Housing uses one Shelter Plus Care invoice for all grants. All grants invoices consist of the two forms shown below:

1. Detail Sheet; and

2. DMH SPC Housing Invoice Form.

Samples of the invoice forms appear on the following pages.
FORM—SPC Invoice—Renewal Grant —Detail Sheet (Sample)

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 Heads of Household 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 Head of Household. For new households, this information is found on page 1 of the DMH SPC Application; for households in the program longer than one year, the information will come from their recertification documents.

- **Client Type**: this is the Head of Household’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, i.e., a person with either a developmental disability or a physical disability
• PWA: Person With AIDS

• # Bed: this is the number of bedrooms in the rental unit leased by the Head of Household

• Contract Rent: the amount of the rent specified in the Head of Household’s lease.

• Tenant Rent: the amount of rent paid by the 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 upcoming month’s HAP rent in this column.

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

• Rental Assistance: this column is for recording payments for costs incurred related to a household’s move-in or recertification:
  • HQS: $75 for a Housing Quality Standards Inspection, billable at initial move-in and at annual recertification; if the roundtrip mileage for the inspection is 100 miles or more, the fee is $125.
  • NP: $100 New Participant fee, billable once only for each new household referred to the Processing Center agency. The fee may be billed whether or not the household ultimately leases up.
  • 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.
  • AR: annual recertification fee, $75.
  • HLS: $100 for providing up to four hours of Housing Location Services. See Chapter 4 for details on eligible activities for Housing Location Services and how a Processing Center may begin to offer such services.

• 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 Head of Household’s status for the current month.

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

  - **Example:** a Processing Center was unable to bill for a tenant’s January 2018 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, 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 Head of Household leased up, which entitles the Processing Center to bill the $100 new Participant fee.

  - Use Remarks to explain a Head of Household’s special status, such as why no HAP is being paid. E.g., “HAP on hold, client moving,” or “Client terminated by DMH effective 3/31/18.”

  - Always enter a Remark when a Head of Household has left the program, for any reason. The Head of Household’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 2018”; or “Client got married and exited project; last rent paid February 2018.”
When No HAP Rent Is Paid: All active Heads of Household for whom a HAP is not being paid in the current month must still be listed on the Detail Sheet. This could include households 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. In general, a HAP should not go unpaid on any household for any reason for more than one month. For any Head of Household 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 why no HAP is being paid (see examples, below).

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

- **Head of Household Alice Liddell:** this fictional Head of Household 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 in the program, 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 Head of Household 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.

- **Heads of Household Bren Cameron and Harri Seldon:** both these fictional Heads of Household 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.

- **Head of Household Snow White:** this fictional Head of Household 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 Head of Household. Note that in this situation, do not exit the Head of Household from the HMIS in use; the person is still considered an active Head of Household 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, 2017, to February 28, 2018. In January 2018 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 2016. Unfortunately, the Processing Center cannot recover that $20 because October 2016 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 un billed;* doing so makes it much more difficult for DMH Housing staff to manage project funds effectively, and 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:**

<table>
<thead>
<tr>
<th>Adjustments</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WRONG</strong></td>
<td></td>
</tr>
<tr>
<td>$ (573)</td>
<td>Client moved</td>
</tr>
<tr>
<td><strong>RIGHT</strong></td>
<td></td>
</tr>
<tr>
<td>$ (573)</td>
<td>Client moved; O/B July HAP $500 &amp; July util $73</td>
</tr>
</tbody>
</table>

**“TOTAL” Row:** Below the last person 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 household details.

**“Admin Fee”:** Shelter Plus Care grants in renewal status have an administrative fee added on top of the grant. The admin fee for each project is paid at 1/12th of the total amount each month. Any admin fee remaining at the end of the project year may be billed for on the final adjustments invoice.

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

<table>
<thead>
<tr>
<th>Housing Assistance Payment (HAP Rent)</th>
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<tbody>
<tr>
<td>Utilities</td>
<td>73.00</td>
</tr>
<tr>
<td>Rental Assistance (i.e., HQS, SD, NP)</td>
<td>980.00</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
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</tr>
<tr>
<td>Adjustments</td>
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</tr>
<tr>
<td><strong>Total Rent</strong></td>
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<tr>
<td>Admin Fee</td>
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<td><strong>Total Due</strong></td>
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<table>
<thead>
<tr>
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</thead>
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<tr>
<td></td>
<td>SMI/CSA</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>PWA</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>PWOD</td>
<td>1</td>
</tr>
</tbody>
</table>

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 30-45 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. Final Adjustments invoices can be submitted at any time during the 30-45 day period; Processing Centers don’t have to submit them at the same time as regular monthly invoices.

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

Return to Top of Chapter 6
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.

Always double-check figures for accuracy. TRA (tenant-based rental assistance) grants will follow the format shown in the image above and enter the total amount of assistance in the “TRA Rental Assistance” field. SRA (sponsor-based rental assistance) grants enter the total assistance in the “SRA Rental Assistance” field.

Shelter Plus Care Activity Logs for Administrative Costs*

In August 2015, HUD 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.

As of 2019, all grants use the same set of activities; previously, there were two sets of activities because some DMH SPC grants were not yet in renewal status. The list of eligible activities is:

- **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 9 for the “Shelter Plus Care Activity Logs for Administrative Costs” form.

Households Paying 100 Percent of HAP

Households that attain an income level that makes them responsible for paying 100% of their Housing Assistance Payment (HAP) will remain active in their program for a period of six months (see “Exceeding Income Eligibility” in Chapter 3), and continue to appear on the invoice for those six months. For invoicing purposes, such households are treated the same
as those in a break in assistance: only the head of household’s name appears on the invoice, with no client type or unit size information, and no contract rent, TTP, or HAP numbers. In the Remarks column, for each month the household remains on the invoice, insert information that states that the household is at 100% of HAP and what month the household will exit (e.g., the household’s first month at 100% HAP was January 2016, therefore their last month will be June 2016).
CHAPTER SEVEN—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 Heads of Household, 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 households who are experiencing problems that threaten to disrupt their housing stability. Heads of Household 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 Heads of Household. Formal hearing procedures are based on the regulation above.

Informal Hearings

An informal hearing may be arranged when a Head of Household is experiencing problems relating to their housing stability. Such a hearing is an informal meeting designed to clarify
program expectations.

An informal hearing can be requested by the Processing Center, a DMH Housing Staff member, a Head of Household, or the Head of Household’s Service Provider. 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.

The hearing consists of discussion and fact-finding, and may include an action plan or other resolution.

An informal hearing must precede any decision by DMH Housing staff to terminate a Head of Household’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 may include the Head of Household, the Service Provider, Processing Center staff, and other interested parties. The Head of Household may have legal counsel present at their own expense and/or bring other additional representatives or advocates. The Head of Household 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 Head of Household may examine any Processing Center documents directly relevant to the situation, and will be given copies upon request. DMH Housing and the Head of Household 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 Head of Household’s project 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 Head of Household’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 Head of Household’s assistance should be terminated, DMH Housing staff will direct the Processing Center to send written notice of the termination to the Head of Household. 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 Head of Household (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 Head of Household 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 Head of Household 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 Head of Household’s Service Provider, the Owner, and any other persons who have first-hand knowledge or documentation of the issues involved. The Head of Household may be represented by legal counsel at his or her own expense, and may 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 Head of Household 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 Head of Household 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 Head of Household documenting the formal hearing final decision. The decision is final and no further appeals are available.
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 project household files, and HIPAA-compliant use and storage of files;
- Accuracy of household income and rent calculations, and rent payments;
- Proper conduct of Rent Reasonableness surveys and HQS inspections;
- Timely completion of household recertifications;
- Timely and accurate entry of HMIS data, completion of data corrections, and running of reports; 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 9 for the “DMH 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.
CHAPTER NINE—FORMS AND ONLINE RESOURCES

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All forms for which DMH Housing has provided a sample, or otherwise requires for use that we created or maintain, can be downloaded in Word or Excel format from the DMH Housing Web site at:

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

Violence Against Women Act
- Violence Against Women Act—Emergency Transfer Request Form

HUD Forms and Data
- Allowances for Tenant-Furnished Utilities and Other Services (blank form)
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (Sample)
- Income Limits
- Fair Market Rents
- Tenant Rent Calculations for Certain HUD McKinney Act Programs

Owner Forms ('Landlord Packet')
- Request for Tenancy Approval
- Missouri Residential Lease Agreement (Sample)
- Tenant-Based Housing Assistance Payments Contract (Sample)
- Landlord, Agent or Management Company Contact Information (Sample)
- IRS Form W-9
- Unit Data Sheet (Sample)

Voucher Administration
- Shelter Plus Care Voucher Processing Checklist New, July 2019
- Hearing Documentation Form (Sample)
- Household Obligations (required form) Updated May 2019
- FORM—DMH Income and Rent Calculation Worksheet
- FORM—Notice of Termination of Rental Assistance (Sample)
- FORM—Project/Lease Voluntary Termination Form Letter (Sample)
- FORM—Recertification and HQS Inspection Notice Letter (Sample)
- FORM—Shelter Plus Care Recertification Form (required form) Updated April 2019
- FORM—Request for Refund of Security Deposit (Sample)
- FORM—Rent Reasonableness Survey and Certification (Sample)
- FORM—Verification of Employment (Sample)
- FORM—Zero Income Declaration (Sample)

HQS
- HQS Inspection Form
- DMH HQS Inspector Training Materials
- Lead-Based Paint Fact Sheet
- Publication “Protect Your Family From Lead In Your Home”
- Visual Assessment Training

HMIS
- HMIS Update Form for DMH Shelter + Care Processing Center Agencies
• HMIS Update Form—Additional Persons

Invoices
• FORM—SPC Invoice—Renewal Grant—Detail Sheet (Sample)
• FORM—SPC Invoice—Renewal Grant—SPC Housing Invoice (Sample)
• Shelter Plus Care Activity Log for Administrative Costs—Initial Status
• Shelter Plus Care Activity Log for Administrative Costs—Renewal Status

Service Providers
• DMH Housing Web Site
• ILLUSTRATION—Documentation Standards for Chronic Homelessness
• ILLUSTRATION—Flowchart of HUD’s Definition of Chronic Homelessness
• FORM—Household Homelessness History (Sample)

DMH Housing
• DMH Program Monitoring Tool

State Resources
• Missouri Department of Elementary and Secondary Education: Serving Homeless Children
• Missouri Landlord-Tenant Law

• Return to Table of Contents
Shelter Plus Care Voucher Processing Checklist

Initial Referral from DMH Housing

☐ Receive SPC referral package from DMH Housing (encrypted email or fax).

☐ Contact the service provider, or client, if no service provider, within 24 hours of receiving referral, to set date/time for intake meeting.

☐ Make up to three attempts to contact the above over three working days; if no response, cancel the referral and inform DMH Housing.

☐ Intake meeting must take place within five (5) working days of the initial contact with client/service provider.

☐ If the client is a no-show for intake meeting, cancel the referral and inform DMH Housing.

Intake Meeting

☐ Verify the identity of the client by collecting picture ID, proof of Social Security number, and income documentation (if not already received from DMH Housing).

☐ Verify household composition matches what is in the DMH referral packet, i.e., there are no other adults or minors the client says will be in their household who were not included in the referral package. If there are other household members that were not included in the packet, please complete a “DMH Housing Request Form” with information regarding the additional household members and send to DMH staff for approval prior to issuing a voucher. If approved, and your agency is outside of Kansas City CoC and St. Louis City/County CoCs please complete the “Additional Household Member” form for each individual not in the packet and email these forms to DMH.

☐ Discuss with the client the following items, and provide written information to the HOH as noted below:

☐ The obligations of all persons who will reside in the assisted household.

☐ Document: HOUSEHOLD OBLIGATIONS, found in the SPC Operations Manual, Ch. 9. Read this document together with the HOH and have them sign it to indicate they understand the content of the document.

☐ The legal rights and responsibilities of Tenants and Owners.


☐ Maintaining the privacy of the household members’ personal information.

☐ Documents: the HOH will have already signed a Consent to Disclose Protected Health Information and Consent to Share and Release Information for HMIS as part of DMH’s eligibility review; but your agency may wish to have the HOH sign a release of information specific to your agency as part of its standard procedure.

☐ Explain the basics of how a unit must conform to the program’s limits, i.e., the specific number of bedrooms it must have; the maximum rent that can be paid for a utilities-included unit; and the approximate maximum rent for a unit where the HoH will pay for utilities.

☐ Explain the unit must pass an HQS inspection before move-in.
Provide the HoH with any written list of likely rental and owners that your agency maintains.

Explain that the HoH has 30 days from the date of the intake meeting to locate a suitable unit and return required owner forms to your agency (Request for Tenancy Approval form at a minimum). We strive to have households moved-in to a unit within 30 days.

The specific area/counties where the HOH can lease a unit, i.e., within your agency’s service area previously agreed upon with DMH Housing.

Completion of the Owner documents and returning them to your agency.

- Documents: your agency should have a standard set of documents it gives to prospective tenants to give to owners/property managers. At a minimum, these will include:
  - Request for Tenancy Approval form (or equivalent)
  - IRS W-9 form
  
  See Chapter 9 of the SPC Operations Manual for additional possible documents to use.

General information about how the household’s share of the rent is calculated and how much rent will be paid to the owner by your agency. Explain that exact amounts will be available once a specific rental unit has been identified by the HOH.

Information about the annual recertification process and the requirement to provide copies of state and federal income tax returns as part of that process.

Required information about potential lead-based paint hazards in rental housing. Your agency must provide to the HOH an informational pamphlet from the U.S. Environmental Protection Agency on lead-based paint hazards in homes and at work


Information about federal, state and, where applicable, local fair housing laws, and tenants’ rights and remedies regarding housing discrimination.

- Document: at a minimum, provide the HOH with a pamphlet from the Missouri Commission on Human Rights regarding Fair Housing, found at: [https://labor.mo.gov/sites/labor/files/pubs_forms/MCHR-51-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_forms/MCHR-51-AI.pdf)

Your agency should be familiar with any local fair housing/anti-discrimination ordinances in effect in your service area, and be able to inform the HOH about such ordinances.

For all households with children, provide information and resources regarding programs for homeless children. The goal of this information is to ensure that all homeless households have the knowledge and resources to ensure full and equal access to a free and appropriate public education for children in the households.

- Examples:
  - Federally, locally and state-funded pre-school programs
  - Food programs
  - Before-and-after school care programs

- Resources:
  - Your agency may well be a source of such programs, e.g., Head Start. If so, be familiar with all programs
offered by your agency and make information about them available to the HOH.

- If you are an agency outside of Kansas City or St. Louis, email DMH as soon as the client has received their voucher, this should occur during the voucher meeting. If you are a processing center in Kansas City or St. Louis, enroll the client in the HMIS project, this should occur during the voucher meeting. The project start date is the date a household received their voucher.

### Housing Search

- If the client has not turned in a landlord packet within seven days after receiving their voucher, contact the client to check their housing search status. Assist the client in resolving any issues that may be preventing them from locating a unit.

- Clients who are unable to locate a rental unit within 30 days because of extenuating circumstances such as illness or hospitalization may request from the Processing Center an extension of time, not to exceed 30 days. The request for an extension must be submitted in writing to the Processing Center by the client or service provider. Processing Centers will then submit the request to DMH staff for approval.

- When the landlord documents are received, review all documents submitted by the owner/property manager for accuracy and completeness.

- Review the Lease to ensure that no provisions conflict with state, federal, or local landlord-tenant or fair housing laws or the policies of DMH Housing for the Shelter Plus Care program. Such conflicts can include, but are not limited to:
  - Allowing a tenant to work for the Owner in exchange for rent;
  - The lease being in effect for longer than 12 months;
  - Holding the tenant responsible for paying the cost of repairing ordinary ‘wear and tear’ to the rental property.

- Complete a rent reasonableness survey and certification.

- If the unit is rent reasonable, proceed to completing a rent calculation for the client and conducting an HQS inspection.

- After a unit passes the HQS inspection, complete the Lease and HAP contact with the owner/rental manager. If possible, have these documents with you during the HQS inspection so the owner/rental manager can sign immediately.

- If you are an agency outside of Kansas City or St. Louis, email DMH a completed HMIS Update Form as soon as Lease documents are signed. If you are a processing center in Kansas City or St. Louis, enter the “housing move-in date” in the HMIS project.
Violence Against Women Act—Emergency Transfer Request Form

EMERGENCY TRANSFER REQUEST FORM—DMH SHELTER PLUS CARE TENANTS

To be completed by or on behalf of the person requesting a transfer due to being a victim of domestic violence, dating violence, sexual assault, or stalking.

Name of Victim: __________________________________________________________

Your name (if different from victim's): __________________________________________________________

Name(s) of other family member(s) listed on the lease who would transfer with the victim:
________________________________________________________
________________________________________________________

Victim’s address: __________________________________________________________

Victim contact information: __________________________________________________________

Name of the accused perpetrator (if known and can be safely disclosed):
________________________________________________________

Relationship of the accused perpetrator to the victim: ____________________________

Date(s) and Time(s) of incident(s): __________________________________________________________

Location(s) of incident(s):
________________________________________________________
________________________________________________________
________________________________________________________

Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? YES ☐ NO ☐

Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit:
________________________________________________________
________________________________________________________
________________________________________________________

If voluntarily provided, list any third-party documentation you are providing along with this notice:
________________________________________________________
________________________________________________________

In your own words, briefly describe the incident(s) (attach additional pages if necessary):
________________________________________________________
________________________________________________________

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named as the victim above is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, and/or eviction.

Signature: ________________________________ Signed on (date): ________________________________
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.

<table>
<thead>
<tr>
<th>1. Name of Processing Center</th>
<th>2. Address of Unit (street address, apt. number, city, zip)</th>
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<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specify fuel type</th>
<th>Provided by</th>
<th>Paid by</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td>Owner</td>
<td>Tenant</td>
</tr>
</tbody>
</table>
12. Owner’s Certifications

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.**

<table>
<thead>
<tr>
<th>Address and Unit Number</th>
<th>Date Rented</th>
<th>Rental Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c. Check one of the following:

- 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
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.
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: ____________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
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: ______________
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 service provider 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:
[Processing Center] will provide you with a list of the counties where you can use your voucher. DMH rental assistance vouchers are portable only within the counties served by the agency administering the voucher.

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 service provider (if you have one) 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 service provider (if you have one), 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 FRAUDULENT 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      Date

______________________________________  _________________________________
Participant Signature      Date

______________________________________
Please print Spouse/other adult name

______________________________________  _________________________________
Spouse/other adult Signature      Date

______________________________________  _________________________________
Processing Center Representative Signature      Date
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 INSPECTION

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 RELATION 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 CONDITION 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: ___________________________________________ Date
Signature of Processing Center Official (address of Processing Center)

______
Official Title

LANDLORD

______
Name of Landlord or Landlord Representative

By: ___________________________________________ Date
Signature of Landlord
Shelter Plus Care Recertification Form

As a participant in the Shelter Plus Care program, you must fill out this form completely and accurately to continue to receive rental assistance.

Name: _____________________________________________________________________________

Contact Phone Number: _____________________________________________________________________________

Address: _____________________________________________________________________________

____________________________________________________________________________________

Be sure to include all individuals living in your unit in the table below even if they do not have income, assets or non-cash benefits.

You must report and document income/assets from any and all sources including but not limited to: babysitting, collecting recyclables, Social Security, TANF, employment income (excluding children under 18), retirement, interest, dividends, personal property, car, and disability payments. Examples of income/asset documentation include but are not limited to: Social Security Award Letter, bank account statement, receipts, retirement account statement, 3 consecutive pay check stubs, personal property tax receipts, annuity income statements, etc.

<table>
<thead>
<tr>
<th>Name/relationship</th>
<th>Date of Birth</th>
<th>Social Security Number</th>
<th>Income (include amount and frequency**)</th>
<th>Asset(s) (include value)</th>
<th>Non-cash benefits (WIC, Food Stamps/SNAP, Health Insurance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head of Household /self</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

(Continued on Next Page)
Do you have any childcare expenses that enable you to work? $_______________ per year. (You must include a receipt for the expenses).

Do you have any handicap expenses that enable you to work? $_______________ per year. (You must include a receipt for the expenses).

Do you have any medical expenses that are not reimbursed? $_______________ per year. (You must include a receipt for the expenses).

Do you wish to renew your lease in your current unit? Yes No

Are you enrolled in supportive services? If yes, please provide your Service Provider’s name, agency, and phone number:

Service Provider name: ____________________________________________________________

Agency name: ___________________________ Phone number: __________________________ 

E-mail address: ___________________________ Fax number: __________________________

**Housing Stability Plan**

This plan is to help you to maintain safe, secure, long-term housing. Please write your goals below and how you plan to reach those goals, make this specific to your housing needs.

<table>
<thead>
<tr>
<th>Name of Goal</th>
<th>Steps to Achieve Goal</th>
<th>Supportive Services Needed to Achieve Goal (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Goal</td>
<td>______________________</td>
<td></td>
</tr>
<tr>
<td>Financial Goal</td>
<td>_______________________</td>
<td></td>
</tr>
<tr>
<td>Health Goal</td>
<td>______________________</td>
<td></td>
</tr>
<tr>
<td>Other Goal</td>
<td>_______________________</td>
<td></td>
</tr>
<tr>
<td>Other Goal</td>
<td>______________________</td>
<td></td>
</tr>
</tbody>
</table>
When have you applied for Public Housing Authority Assistance?

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]
Hearing Documentation Form (Sample)

☐ Informal Hearing  ☐ Formal Hearing  Hearing Date: _________________________________

Hearing Location: ___________________________________________________________________________________

Head of Household Name: ____________________________________________________________________________

SSN: _______________________________    DOB: _________________________________________

Present Address: __________________________________________________________________________________

Landlord Name: _______________________________    Landlord Phone: _______________________________

Service Provider Name: _______________________________    Phone: _________________________________

Service Provider Agency Name: ______________________________________________________________________

Persons Present (in person or by phone):

DMH Housing Staff: ________________________________________________________________________________

Processing Center Staff: _____________________________________________________________________________

Service Provider: _________________________________________________________________________________

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: _________________________________
DMH Program Monitoring Tool

DMH Housing Client File Monitoring Tool

<table>
<thead>
<tr>
<th>Processing Center</th>
<th>Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewer</th>
<th>Review Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td></td>
</tr>
</tbody>
</table>

Household Composition

<table>
<thead>
<tr>
<th>Head of Household Name: Date Referred: ____ / ____ / ____</th>
<th>Other Adult—initials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver’s license/other picture ID</td>
<td>Driver’s license/other picture ID</td>
</tr>
<tr>
<td>Proof of Social Security Number</td>
<td>Proof of Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Adult—initials:</th>
<th>Minor—initials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver’s license/other picture ID</td>
<td>Birth Certificate</td>
</tr>
<tr>
<td>Proof of Social Security Number</td>
<td>Proof of Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minor—initials:</th>
<th>Minor—initials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birth Certificate</td>
<td>Birth Certificate</td>
</tr>
<tr>
<td>Proof of Social Security Number</td>
<td>Proof of Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minor—initials:</th>
<th>Minor—initials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birth certificate</td>
<td>Birth certificate</td>
</tr>
<tr>
<td>Proof of Social Security Number</td>
<td>Proof of Social Security Number</td>
</tr>
</tbody>
</table>

Application, Referral and Orientation Documents

- SPC Referral cover sheet
- SPC Application OR Eligibility Packet
- Disability Verification
- Homelessness Verification
- HIPAA Release / Consent Form
- Service Provider / Tenant Certifications
- Household Obligations
- HMIS Documents Required for CoC

Rental Documents

- Move In Date: ____ / ____ / ____
- Date of most recent recert: ____ / ____ / ____ N/A □
- Recertification letter to client N/A □
- Household income documentation
- Household rent calculation
- Utility Allowance Worksheet
- Signed & PC-approved lease
- HAP Contract
- Request for Tenancy Approval (or equivalent)
- Rent reasonableness survey
- HQS Inspection form completed
- Lead-based paint notice

Due Process Documents N/A □

- Informal hearing notes/documentation
- Tenant request for formal hearing N/A □
- Formal Hearing notes/documentation N/A □
- Termination documentation

NOTES:
HMIS Update Form for DMH Shelter + Care Processing Center Agencies

Fax this completed form to 573-526-7797 or email this completed form to housing@dmh.mo.gov
Please use additional forms if one form will not accommodate an update for all persons in the household.

Processing Center/Grant Code:  
Effective Date of Update:  

Head of Household’s Name:  
HOH’s SSN:  

Type of Update:  
Entry (new household)  
Annual Assessment  
Interim Update  
Exit (entire household leaving)  

Move-In Information

This household’s actual move-in date (if different from lease date):

Address: Street:  
City:  
Zip code:  
County:  
No. of bedrooms:  

1. **Cash Income**—Report all sources of cash income belonging to all household members as of the date of this update (including anyone who left the household or was added to it).

   [ ] There are no changes since the last update to this section.

<table>
<thead>
<tr>
<th>Household Member Name</th>
<th>Source of cash income</th>
<th>Gross Monthly Amount</th>
<th>Date Started</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **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).

   [ ] There are no changes since the last update to this section.

<table>
<thead>
<tr>
<th>Household Member(s) Name</th>
<th>Source of non-cash benefits</th>
<th>Monthly amount (if applicable)</th>
<th>Date Started</th>
</tr>
</thead>
<tbody>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose an item.</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **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).

   [ ] There are no changes since the last update to this section.

<table>
<thead>
<tr>
<th>Household Member Name</th>
<th>Has Health Insurance (check)</th>
<th>Health Insurance Type</th>
<th>Date Started</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>Choose an item.</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Choose an item.</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Choose an item.</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
<td>Choose an item.</td>
<td></td>
</tr>
</tbody>
</table>
4. Change in Household Composition—Use this section to designate any persons entering or exiting a household. This includes the addition of any new household members added to a new household who were not listed in DMH’s referral information. For any persons added to the household, you must also complete an HMIS Update—Additional Persons Form (one copy per added person), and submit it to DMH with this form. Do not use this section if the entire household is exiting the program.

☐ The following person(s) left or were added to this household since the last HMIS update (or since DMH’s initial referral if this is a new household).

<table>
<thead>
<tr>
<th>Household Member Name</th>
<th>Entered or Exited Household (check)</th>
<th>Date Entered or Exited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ entered □ exited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ entered □ exited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ entered □ exited</td>
<td></td>
</tr>
</tbody>
</table>

5. Exiting Households and Exiting Individual Household Members—record the reason for leaving, housing status at exit, and the destination of the household or individual, using the drop down menus.

a. Reason for Leaving Program: 

b. Housing Status at Exit: 

c. Destination. This is what kind of housing setting the household or individual went to after they left the program. Check a box next to a category to indicate whether the destination was Permanent (a stable housing setting), Temporary (transitional, unstable, or homeless setting), an Institutional stay, or “Other” (the client is deceased, the information is unknown, or it’s a setting outside of these categories). If you choose “Other” you must describe in detail the situation in the Comments box below.

Destination: □ Permanent: □ Temporary: □ Institution: □ Other: 

IMPORTANT NOTE: the Destination answer “data not collected” should be used only very rarely. If a household leaves without notice, always check with the CSS, Landlord, or other known contacts, to determine the household’s actual destination.

COMMENTS: Use the field below to enter any additional information that isn’t covered by Sections 1-5. Note that Section 5 assumes that when an entire household exits, all household members go to the same destination with the same housing status. If that’s not the case, use the Comments field to explain where any household members went whose destination isn’t the same as the information given in Section 5.
### HMIS Update Form—Additional Persons

Complete this form for adults and minors added to an existing assisted household (such as: adding children from foster care, a new roommate, marriage, etc.) Use one copy per person added.

**HOH’s Name:**

**Additional Person’s Name:**

**Social Security Number:**

**Date of Birth:**

**Date this person was added to the household:**

<table>
<thead>
<tr>
<th>Military Veteran:</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Gender:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male ☐</td>
</tr>
<tr>
<td>Female ☐</td>
</tr>
<tr>
<td>Does not identify ☐</td>
</tr>
<tr>
<td>Transgender, male to female ☐</td>
</tr>
<tr>
<td>Transgender, female to male ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Race:</th>
<th>Ethnicity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian/Alaska Native ☐</td>
<td>Hispanic ☐</td>
</tr>
<tr>
<td>Asian ☐</td>
<td>Non-Hispanic ☐</td>
</tr>
<tr>
<td>Black/African-American ☐</td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander ☐</td>
<td></td>
</tr>
<tr>
<td>White ☐</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Secondary Race (if any):</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian/Alaska Native ☐</td>
</tr>
<tr>
<td>Asian ☐</td>
</tr>
<tr>
<td>Black/African-American ☐</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander ☐</td>
</tr>
<tr>
<td>White ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What is this household member’s relationship to the HOH?</th>
</tr>
</thead>
<tbody>
<tr>
<td>spouse ☐</td>
</tr>
<tr>
<td>significant other/partner ☐</td>
</tr>
<tr>
<td>parent ☐</td>
</tr>
<tr>
<td>step-parent ☐</td>
</tr>
<tr>
<td>grandparent ☐</td>
</tr>
<tr>
<td>aunt ☐</td>
</tr>
<tr>
<td>uncle ☐</td>
</tr>
<tr>
<td>brother ☐</td>
</tr>
<tr>
<td>sister ☐</td>
</tr>
<tr>
<td>son ☐</td>
</tr>
<tr>
<td>daughter ☐</td>
</tr>
<tr>
<td>step-child ☐</td>
</tr>
<tr>
<td>niece ☐</td>
</tr>
<tr>
<td>nephew ☐</td>
</tr>
<tr>
<td>roommate ☐</td>
</tr>
<tr>
<td>other ☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location – CoC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>MO-501 (St. Louis City) ☐</td>
</tr>
<tr>
<td>MO-600 (Springfield) ☐</td>
</tr>
<tr>
<td>MO-500 (St. Louis County) ☐</td>
</tr>
<tr>
<td>MO-602 (Joplin) ☐</td>
</tr>
<tr>
<td>MO-606 (Balance of State) ☐</td>
</tr>
<tr>
<td>MO-603 (St. Joseph) ☐</td>
</tr>
<tr>
<td>MO-604 (Kansas City) ☐</td>
</tr>
</tbody>
</table>

**Last Permanent Address/Location:**

What is the zip code of your last permanent address (a household paying rent or a mortgage where you last lived for at least 90 days)?

**Zip Code**

<table>
<thead>
<tr>
<th>Does this household member have health insurance?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare ☐</td>
</tr>
<tr>
<td>employer-provided health insurance ☐</td>
</tr>
<tr>
<td>health insurance obtained through COBRA ☐</td>
</tr>
<tr>
<td>VA Medical Services ☐</td>
</tr>
<tr>
<td>no insurance ☐</td>
</tr>
<tr>
<td>State Children’s Health Insurance Program (SCHIP) ☐</td>
</tr>
</tbody>
</table>

**Did this household member spend the night in the same place as the Head of Household the night before the Shelter Plus Care Eligibility Packet was filled out?**

| Yes ☐ | No ☐ |

If the answer above is “no,” please complete the following:

**What was your residence prior to joining this household?**

| Emergency shelter (includes a domestic violence shelter or a motel or hotel room paid for by an emergency shelter voucher) ☐ |
| A place not meant for human habitation (such as a car, abandoned building, anywhere outside) ☐ |
| Transitional housing for homeless persons ☐ |
| Safe Haven ☐ |
| Jail or prison ☐ |
| Substance use 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 ☐ |
| Permanent supportive housing program for formerly homeless persons (such as Shelter Plus Care, HOPWA, etc.) ☐ |
| Other—please describe: ☐ |

**How long did you stay in the above situation?**

| one night or less ☐ |
| two to six nights ☐ |
| one week or more, but less than one month ☐ |
| one month or more but less than 90 days ☐ |
| 90 days or more but less than one year ☐ |
| one year or longer ☐ |

**Approximate date homelessness started:**

Number of times household member has been on the street or emergency shelter in the past three years?

| Never ☐ | 1 ☐ | 2 ☐ | 3 ☐ | 4+ ☐ |

Total number of months homeless on the street or in emergency shelter in past 3 years:
### HOH’s Name: Additional Person’s Name:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Don’t Know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does this household member have a substance use disorder?</td>
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</tr>
<tr>
<td>□ Yes, alcohol use</td>
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<tr>
<td>□ Yes, both alcohol and drug use</td>
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<td></td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is the substance use disorder a disabling condition?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is this household member receiving services or treatment for the substance use disorder?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>Does this household member have a chronic health condition***?</td>
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<tr>
<td>(***See a list of some medical conditions that are considered chronic at the end of this page.)</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>□ Don’t Know</td>
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<tr>
<td>If yes, please specify what the condition is:</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is the chronic health condition a disabling condition?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is this household member receiving services or treatment for the chronic health condition?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>Does this household member have a developmental disability?**</td>
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<tr>
<td>(**See definition of “developmental disability” at the end of this page.)</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>If yes, is the developmental disability a disabling condition?</td>
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<td></td>
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<tr>
<td>□ Yes</td>
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<td></td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is this household member receiving services or treatment for the developmental disability?</td>
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<tr>
<td>□ Yes</td>
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<td></td>
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<tr>
<td>□ No</td>
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<tr>
<td>Does this household member have a diagnosis of HIV or AIDS?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>If yes, is this a disabling condition?</td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>If yes, is this household member receiving services or treatment for HIV or AIDS?</td>
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<tr>
<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>Does this household member have a mental illness?</td>
<td></td>
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<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, is the mental illness a disabling condition?*</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>(*See definition of “disabling condition” at the end of this page.)</td>
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<tr>
<td>□ Yes</td>
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<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>If yes, is this household member receiving services or treatment for the mental illness?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does this household member have a physical disability?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Don’t Know</td>
<td></td>
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<tr>
<td>If yes, please specify what the disability is:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>If yes, is the physical disability a disabling condition?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
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<td></td>
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<tr>
<td>□ No</td>
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<td></td>
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<tr>
<td>If yes, is this household member receiving services or treatment for the physical disability?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
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<td></td>
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<tr>
<td>□ No</td>
<td></td>
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<tr>
<td>Has this household member ever been a victim of domestic violence?</td>
<td></td>
<td></td>
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<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Don’t know</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Refused to answer</td>
<td></td>
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</tr>
<tr>
<td>If yes, how long in the past did this occur?</td>
<td></td>
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</tr>
<tr>
<td>□ Within past three months</td>
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<tr>
<td>□ 3-6 months ago (excluding six months exactly)</td>
<td></td>
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<tr>
<td>□ 6-12 months ago (excluding one year exactly)</td>
<td></td>
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<tr>
<td>□ One year ago or more</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Refused to answer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this household member currently fleeing domestic violence?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Yes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Don’t know</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Refused to answer</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* “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.
HOH’s Name: [Blank] Additional Person’s Name: [Blank]

### CASH INCOME

Does this household 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.

<table>
<thead>
<tr>
<th>Type</th>
<th>Names of Persons Who Have the Cash Income</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Employment income</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Unemployment Insurance</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Supplemental Security Income (SSI)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Social Security Disability (SSDI)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ VA Service-Connected Disability Comp.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Private disability insurance</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Worker’s Compensation</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ TANF</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Social Security retirement</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ VA Non-Service Disability Pension</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Pension or retirement from a former job</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Child support</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Alimony or other spousal support</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Other sources of income: specify any other sources of cash income, monthly amount, and who has the income, below:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th>Type</th>
<th>Names of Persons Who Have the Non-Cash Benefits</th>
<th>Amount/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Food stamps/EBT/SNAP</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ WIC</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ TANF childcare services</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ TANF transportation services</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Other TANF-funded services</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>☐ Other sources</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
[Processing Center Staff: please print the Client Informed Consent to Share and Release of Information form on the next page; have the added person sign the form; and fax the signed form back to DMH Housing at 573-526-7797.]
Institute for Community Alliances
Homeless Management Information System Network
Client Informed Consent to Share and Release of Information

The **Homeless Missourians Information Systems Network** is a group of agencies working together to provide services to homeless and low-income individuals in the State of Missouri. This group includes shelter, housing, food, state, private and non-profit social service agencies, and faith based organizations. I give this partner agency permission to share the following information regarding my household. I understand that this information is for the purpose of assessing needs for housing, utility assistance, food, counseling and/or other services.

**The information being shared may consist of the following:**

- Identifying and/or historical information regarding my household.
- My household income, non-cash benefits, and health insurance information.

**I understand that:**

- Information I give concerning physical or mental health problems will **not** be shared with other partner agencies in any way that identifies me or other members of my household.
- The partner agencies have signed agreements to treat my household’s information in a professional and confidential manner. I have the right to view the client confidentiality policies used by the HMIS.
- Staff members of the partner agencies who will see my household’s information have signed agreements to maintain confidentiality regarding my household’s information.
- The partner agencies may share non-identifying information about the people they serve with other parties working to end homelessness.
- I have the right to refuse to answer certain questions.
- The sharing of information does not guarantee that services will be provided. Declining to share information does not prohibit the provision of services.
- This authorization will remain in effect for twelve months unless I revoke it in writing.
- If I revoke my authorization, all information about my household entered into the database from that date forward will not be shared with partner agencies.
- A list of the partner agencies within the network may be viewed prior to signing this form.

_____________________________  ______________________________  _________________
Agency Name       Project Name

_____________________________ _______________________________  _________________
Client Name (please print)   Client Signature    Date

_____________________________ _______________________________  _________________
Agency Personnel Name (please print) Agency Personnel Signature   Date
Shelter Plus Care Activity Log for Administrative Costs

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: __________________________________

<table>
<thead>
<tr>
<th>Date</th>
<th>Time Spent</th>
<th>Administrative Activity</th>
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<tbody>
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</tbody>
</table>

Please attach additional pages as needed for each time period.

Hourly Rate ____________ X Total Hours ____________ = Total Amount $ ____________

Signature: ______________________________ Date: __________________

Supervisor Signature: ______________________________ Date: __________________
CHAPTER TEN—GLOSSARY OF HOUSING TERMS

- **ADA** – alcohol and drug use; also, a term describing a person receiving services for alcohol and/or drug use from DMH or a DMH provider

- **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 disorder (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 into 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.

**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.

**Housing First** – an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.

**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.

**PSH** – Permanent Supportive 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 terminology indicating a person with a developmental disability or a physical disability.

**RAP (Rental Assistance Program)** – A state-funded rental assistance program operated by the Department of Mental Health’s Housing Unit

**Rapid Rehousing** – a sub-strategy of Housing First policy, housing and services offered without precondition that seek to help people obtain housing quickly, increase self-sufficiency, and keep people housed. Typically the services offered with the housing are tailored to the individual household’s needs.

**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 disorder 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

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