

Shelter Plus Care Program Manual

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*Department of Health
and Human Services*

*Maine People Living
Safe, Healthy and Productive Lives*

Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

**Local Administrative Agency
Operations Manual
For
Shelter Plus Care
(LAA Manual)**

8-1-2015

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Chapter 1: INTRODUCTION

1.1: Program Summary

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) replaced the McKinney-Vento Homeless Assistance Act. The HEARTH Act consolidated three separate McKinney-Vento homeless assistance programs (Supportive Housing Program, Shelter Plus Care (SPC) Program, and Section 8 Moderate Rehabilitation SRO program) into a single grant program known as the Continuum of Care (CoC) Program. HUD published the Continuum of Care Program interim rule in the Federal Register on July 31, 2012. The regulation took effect on August 30, 2012, and now governs the program.

The SPC program is a permanent supportive housing program (PSH) funded by the U.S. Department of Housing and Urban Development (HUD), through Maine's Continuums of Care system, designed to provide rental subsidies and supportive services to homeless individuals with disabilities. SPC is primarily administered by a Central Administrative Agency (CAA) and a network of Local Administrative Agencies (LAA) throughout the state, which have committed to providing supportive services and rental assistance. Following a Housing First model, and statewide initiatives from Maine's CoC's, SPC recipients are encouraged to accept supportive services with the goal of long-term stability in permanent housing.

The collaboration of local providers, municipalities, state agencies, the CoC, and the federal government, is the backbone of existing permanent supportive housing programs. Program participants are encouraged to work towards greater stability and self-sufficiency by developing short and long term goals with their service provider. Service providers assist individuals with various housing related needs including communication with their landlord. Participants are encouraged to pursue services such as treatment, case management, educational and job training opportunities.

1.2: Program Contacts

Local Administrative Agencies Contact Information

Agency	Address	Contact	Contact Numbers	E-mail	Counties Covered
<i>Aroostook Mental Health Center</i>	AMHC One Edgemont Drive Presque Isle, Me 04769	Christine Brown Terry Green	207-498-6431 207-764- 3319	cbrown@amhc.org tgreen@amhc.org	Aroostook County
<i>Common Ties Mental Health Center</i>	PO Box 1319 Lewiston, Me 04243	Jeff Ahlberg Robin Berube	207-795-6710 x150 207-795-6710 x302	jahlberg@commonties.org rberube@commonties.org	Androscoggin County Oxford County Franklin County
<i>Community Health and Counseling</i>	PO Box 425 Bangor, Me 04402	Meredith Smith Heidi Bradley (BRAP) Jennifer Weatherbee (SPC)	207-922-4423 207-922-4478 207-922-4416	msmith@chcs-me.org hbradley@chcs-me.org jweatherbee@chcs-me.org	Penobscot County Piscataquis County Hancock County Washington County
<i>Kennebec Behavioral Health</i>	67 Eustis Parkway Waterville, Me 04901	Brandi Farrington Tina Morrison	207-873-2136 x1241 207-873-2136 x1352	bfarrington@kbhmaine.org cmorrison@kbhmaine.org	Kennebec County Somerset County
<i>Shalom House</i>	106 Gilman Street Portland, Me 04102	Sarah Donlin	207-874-1080 x123	sdonlin@Shalomhouseinc.org	Cumberland County York County
<i>Sweetser</i>	329 Bath Road #1 Brunswick, Me 04011	Rita De Fio Linda Frost	207-373-3049 207-373-3118	rdefio@sweetser.org	Lincoln County Sagadahoc County Knox County Waldo County Brunswick
<i>DHHS</i>	Augusta, ME 04333	Chet Barnes Statewide Rental Assistance Manager	207-557-5030	chester.barnes@Maine.gov	Statewide

Central Administrative Agency Contact Information

Agency	Address	Contact	Contact Numbers	Email	Counties Covered
<i>Shalom House Inc.</i>	106 Gilman Street Portland, Me 04102	Ginny Dill Subsidies Director	207-874-1080 x 147	VDill@shalomhouseinc.org	Statewide
		Jill Damion Subsidies Coordinator	207- 874-1080 x 111	JDamion@shalomhouseinc.org	Statewide

Updated May 2016

Chapter 2: DEFINITIONS

2.1: Permanent Supportive Housing

Permanent Supportive Housing is community based housing without a designated length of stay. This housing model provides supportive services to assist homeless persons with disabilities to live independently. PSH can only provide assistance to individuals with disabilities and families in which one adult *or* child has a disability. Supportive services designated to meet the needs of the program participant must be made available to the program participants.

Maine's application to HUD targets homeless persons with mental illness, chronic substance use, dual diagnosis, and HIV/AIDS. The program will also accept and process applications with other HUD identified eligible populations.

2.2: Chronic Homelessness

The term 'chronically homeless' means, with respect to an individual or family, that the individual or family— **(i)**. Is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; **(ii)**. has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and **(iii)**. has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions. [HEARTH Act of 2009]

2.3: Long-Term Stayer

Maine's Long Term Stayer (LTS) initiative consists of individuals/families that are homeless for 180 days or longer within a 12-month period. The LTS Homeless Initiative has been written into the HUD application. This initiative complies with HUD's goal of ending chronic homelessness. The initiative's main goal is to house individuals who are at risk of becoming chronically homeless. In addition to dedicated chronic homeless vouchers, the intention of the LTS initiative is to expedite the elimination of chronic homelessness by targeting vulnerable populations prior to becoming chronically homeless.

2.4: Literal Homeless

Literal homeless definition: **(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; **(2)**. An individual or family who will imminently lose their primary nighttime residence, provided that: **(i)**. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; **(ii)**. No subsequent residence has been identified; and **(iii)**. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;....[CFR 24.91]

2.5: Transitional Housing for Homeless

Transitional Housing means a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living within 24 months, or a longer period approved by HUD. [24 CFR 91.5]

2.6: Domestic Violence

Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and have no other residence and lack the resources or support networks to obtain other permanent housing. [HEARTH Act of 2009]

2.7: Disability

The definition of disabled that is used as the basis for determining eligibility in the SPC program is: **(1)**. A household composed of one or more persons at least *one adult or child* has a disability. **(2)**. A person shall be considered to have a disability if such person has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such nature that such ability could be improved by more suitable housing conditions. **(3)**. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability, that: **(i)**. Is attributable to a mental or physical impairment or combination of mental and physical impairments; **(ii)**. Is manifested before the person attains age 22; **(iii)**. Is likely to continue indefinitely; **(iv)**. Results in substantial functional limitations in three or more of the following areas of major life activity: **(a)**. Self-care **(b)**. Receptive and expressive language; **(c)**. Learning; **(d)**. Mobility; **(e)**. Self-direction; **(f)**. Capacity for independent living; AND **(g)**. Economic self-sufficiency; AND **(h)**. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated. [24 CFR 582.5]

Chapter 3: ELIGIBILITY FOR ASSISTANCE

3.1: SPC Permanent Supportive Housing Eligibility

To meet the needs of Maine's most vulnerable homeless population and in conjunction the statewide homeless council and Continuums of Care, Maine has modified its application to HUD. Applicants must meet homelessness, disability and income criteria, as defined by the HEARTH Act. DHHS program has created a priority system for defining the vulnerability of homeless persons. Applicant's homeless status is prioritized as one of the following:

- A. Chronically Homeless
- B. Long-Term Stayer
- C. Literally Homeless
- D. Transitionally Homeless (Individuals and families coming from transitional housing must have originally come from the streets or emergency shelter)
- E. Victim of Domestic Violence Situation

This priority system is designed to award vouchers first to applicant's that demonstrate the greatest severity of need. The SPC program understands that unique circumstances exist and may award reasonable accommodations, as resources permit, for vulnerable homeless persons.

The HEARTH Act outlines federal eligibility requirements for homelessness and disabilities. The program participant recordkeeping requirements and acceptable forms of evidence for homeless status, as well as disability verification are detailed in resources available on HUD Exchange. We encourage you to refer to these materials, as program participant eligibility documentation is a complex topic. Below is brief overview.

Applicant must meet the following criteria to meet SPC program eligibility:

- 1). Homeless, as defined by the McKinney-Vento Homeless Assistance Act As Amended by S. 896 HEARTH ACT of 2009 as funded by the U.S. Department of Housing and Urban Development [42 USC 11302]; **AND**
- 2). Disabled, as defined by the U.S. Department of Housing and Urban Development [24 CFR 582.5]**AND**
- 3). Income, the household's annual income at application and project entry may not exceed the very low income limits.

The following section provides a brief overview of the requirements for each situation:

A. Homelessness

1. Place not meant for human habitation: Certification from an outreach worker or organization on respective agency letterhead signed and dated, along with dates that

homelessness was witnessed. If unable to verify in this manner, the participant or staff member may prepare a short written statement about the participant's previous living place with dates of homelessness and have the participant and /or staff member sign the statement and date it.

- a. Suitable documentation:
 - i. Written on Letterhead.
 - ii. Duration of homelessness is dated.
 - iii. Document is signed and dated by third-party.
2. Emergency Shelter: Written, signed and dated verification from the shelter on their letterhead, stating the individual has been a resident along with dates of residency. HMIS data is acceptable third-party verification.
3. Transitional Housing for Homeless: Written, signed, and dated verification from the transitional program on their letter head stating the individual is a resident **and** homeless verification which meets the standards listed above for shelter or street living situations stating the individuals homeless status when he or she entered the program.
4. Domestic Violence: Documentation of the original incidence of domestic violence, dating violence, sexual assault, or stalking. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household. **The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking. HUD does not expect that the written referral contain specific details about the incidence(s) of violence that occurred proper to the victim fleeing, or attempting to flee.**

B. Disability

1. Applicant disabilities will be verified using the Disability Verification Form attached to the Shelter Plus Care application (Form F22: SPC Application). This form must be completed by a qualified professional with one of the following credentials: MD, DO, LCPC, APRN-BC, NP, PA, psychologist, or another person licensed by the State of Maine to diagnose and treat the conditions listed on the Disability Verification Form.

C. Income

1. Income, the household's annual income at application and project entry may not exceed the very low income limits, as established by the U.S Department of Urban Development (HUD). Income limits can be viewed at:

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

Please note that specific URL links are updated independently from the SPC program and are subject to change.

Chapter 4: APPLICATION INFORMATION

4.1: Application Introduction

The purpose of the SPC Application is to collect relevant applicant information necessary to assist in determining program eligibility. Application information is important to HUD for not only overall program eligibility, but also to prioritize the length of time homeless and severity of need. It is a program expectation that the entirety of the application is filled out completely prior to being accepted along with the following verifications:

- A.** Homeless verification must document the living situation within 14 days of application submission and upon assignment of a housing voucher.
- B.** Disability verification must be no older than within 90 days of application submission.
- C.** Household income at project entry may not exceed the very low income limits, as established by the U.S Department of Urban Development (HUD). Social Security income can be verified through the yearly statement (Form F20) or a requested statement from the Social Security office that is no older than 120 days from application submission. All other income verification must be no older than 120 days.

4.2: Homeless

In general, an individual or family is considered homeless under the following categories and are eligible for permanent supportive housing assistance if they are literally homeless or attempting to flee domestic violence.

More specifically, an individual or family is considered literally homeless if:

- A.** An individual or family who lacks a fixed, regular, and adequate nighttime residence;
- B.** 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;
- C.** An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- D.** An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

- E. Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

Note: Individuals being discharged from the Riverview Psychiatric Center (formerly Augusta Mental Health Institute) or Dorothea Dix Psychiatric Center (formerly Bangor Mental Health Institute) are not considered homeless. Persons cannot be discharged to homeless situations from these institutions and therefore they are not eligible for the PSH rental assistance program. DHHS Bridging Rental Assistance Program is a viable option for most persons leaving these institutions.

4.3: Disability

Key to the definition of disability is determining that the impairment is of **long-continued and indefinite duration** AND **substantially impedes** the person's ability to live independently. For example, drug or alcohol abuse, or an HIV/AIDS condition that does not substantially impede a person's ability to live independently **does not** qualify as a disability in the SPC Program. Written documentation that a person's disability meets the program definition must come from a credentialed psychiatric or medical professional trained to make such a determination. The possession of a title such as case manager or substance abuse counselor does not by itself qualify a person to make that determination.

The following are a list of qualified professional credentials that are acceptable on the Disability Verification Form:

- A. MD, DO, LCPC, LCSW, NP, PA, Psychologist, or any person in the state of Maine that is licensed to diagnose and treat persons with the conditions listed.
- B. An LADC credential is only acceptable for those applicants with a substance abuse disability.

The following items outline the qualifications of a disability status:

- A. If applicant has the disability it must be documented. Verification must be no older than 90 days from application submission. Acceptable documentation is the Disability Verification form attached to the Shelter Plus Care Application (Form F26).
- B. If a household member that will be residing in the unit at time of move-in has the disability it must be documented. Verification must be no older than 90 days.
- C. If the voucher holder **does not** have a disability they must still provide documentation that they were homeless within 14 days of application submission. However, a Disability Verification Form must be completed and signed by a qualified profession for the qualifying disabled household member.

D. List of all acceptable disabilities for SPC program:

1. Severe Mental Illness
2. Chronic Alcohol Abuse
3. Post- Traumatic Stress Disorder
4. AIDS/HIV
5. Chronic Drug Abuse
6. Brain injury
7. Physical disability
8. Developmental disability
9. Other: Specify

E. Exceptions to the disability form only apply in the following circumstance:

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, maybe considered to have a developmental disability without meeting three or more of the criteria described in the above paragraphs (refer to page 4 of the SPC Application) through the definition of “developmental disability” in this section if the individual, without services and supports, has a high probability of meeting these criteria later in life.

*NOTE: If a household member has the disability and they leave the household at any point the voucher holder becomes ineligible **unless** they can provide documentation that they or another member of the household has a disability.*

4.4: Income

The household’s annual income at application and project entry may not exceed the very low income limits, as established by the U.S Department of Urban Development (HUD):

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

Please note that specific URL links are updated independently from the SPC program and are subject to change.

4.5: Completing the Application

This section includes descriptions on how to complete the SPC Application.

- A. ITEM 1 - 6: Demographic information - All demographic questions are expected to be filled out completely.

- B. ITEM 7 - 8: Contact Information - Items 7 and 8 refer to mailing address and phone number.

- C. ITEM 9: Correspondence:
 - (i). Payee: Indicate if the applicant has a payee. If yes, provide the name, address, and contact information.
 - (ii). Referral Service Provider: Indicate if you want correspondence shared with referral agency.
 - (iii). Case Manager: Indicate if the applicant has a case manager. If yes, provide contact information.
 - (iv). Guardian: Indicate if applicant has a guardian. If yes, the guardian must sign all paperwork in place of applicant.

- D. ITEM 10: Past Rental Subsidies - Indicate whether or not the Applicant has received SPC or other rental assistance in the past, and if so, indicate where, when, and the reason for leaving assistance program.

- E. ITEM 11: Household Information - List everyone that will **occupy the unit**, and include relationship to Applicant and Date of Birth. Indicate if anyone in the household is pregnant.

- F. ITEM 12: Financial Information - List all income sources and amounts received per month, as well as assistance sources received. Chapter 5: Income/Assets goes into greater detail about acceptable forms of income. ATTACH VERIFICATION FOR ALL INCOME AMOUNTS.

- G. ITEM 13: Current Housing - Indicate the applicant's current housing situation. Provide documentation to verify any information noted on the application.

- H. ITEM 14: Disabilities - Check all disabilities that have been *verified* for the applicant. Applicant must be verified by a licensed clinical professional that they meet HUD's definition of disability. THE VERIFICATION OF DISABILITY FORM MUST BE COMPLETED AND ATTACHED.

- I. ITEM 15: Release - Must be filled out completely or application is not valid.

- J. ITEM 16: Disability Verification Form - Form must be filled out and signed by a qualified professionally licensed to diagnose and treat disabilities listed on disability form. This form must be filled out for the household member with the qualifying disability.

Chapter 5: INCOME / ASSETS

5.1: Income/Assets Verification

All income received by the tenant and any household members must be verified by the Local Administrative Agency (LAA) prior to move in and at annual certification. All income benefits should always be verified at **move in** even if the tenant is claiming zero income. If the tenant and/or adult household members do not have income, a Statement of No Income Form (Form F24) must be completed for each individual. All verifications must be documented in the tenant's file. Three methods of verifications are acceptable. They are, in the order of acceptability:

- A. Source documents (e.g., most recent wage statements, unemployment compensation statements, social security, TANF, state supplement, child support, bank statements) for the assets held by the program participants and income received; **OR**
- B. To the extent that source documents are unobtainable, written statements by the relevant third-parties (e.g., employer, government benefits administrator, shelter staff) or written certification by the recipients' or sub recipients' intake staff; **OR**
- C. To the extent that source documents and third-party verification are unobtainable, written certification by the program participants of the amount of income that the program participants are reasonably expected to receive. See Form F21: Self-Certification of Income Form.

If a client receives the maximum SSI payment and/or the Maine State Supplement, the LAA may use Form F20 Self-Certification of Monthly Maximum Social Security Payments for verification. This form can be used at move-in and annual certifications.

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

5.2: Income

Income Includes:

- A. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensations for personal services. See Form F4: Employment Worksheet.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An Allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or

profession will be included in income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- C.** Interest, dividends and other net income of any kind from real or personal property. Where a family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Effective February 1, 2015, the passbook savings rate to be used for all move-in, initial, annual, and interim recertifications when a family has net assets over \$5,000 is .06%. This .06% rate must be used until Multifamily Housing publishes and makes effective a new passbook savings rate.
- D.** Periodic amounts Social Security, annuities, insurance policies, etc:
 - (i).** The gross amount (before deductions for Medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support. Note: If Social Security is reducing a family's benefits to adjust for a prior overpayment, use the amount remaining after the adjustment.
 - (ii).** The full amount of periodic amounts received from annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
 - (iii).** Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets – not in Annual Income).
- F.** Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. Any payments that will begin during the next 12 months must be included.
- G.** Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
- H.** Periodic and determinable allowances for child support, alimony, gifts, etc:
 - (i).** Alimony and child support, as awarded as part of a divorce or separation agreement. Income does not have to be counted if a tenant certifies the income is not being provided and the tenant takes all reasonable legal actions to collect amounts due, including filing with appropriate courts or agency responsible for enforcing payment.
 - (ii).** Regular contributions or gifts received from organizations or from persons not residing in the unit. (Includes rent or utility payments regularly paid on behalf of the tenant).
- I.** Armed Forces Income – All regular pay, special pay and allowances of a member of the Armed Forces. (Except the Armed Forces Hostile Fire Pay paid to a family member who is exposed to hostile fire.)

Income Does Not Include:

- A.** Lump-sum additions to family assets, such as inheritances, cash from sale of assets; one-time lottery winnings; insurance payments (including payments under health and accident insurance and workers' compensation) capital gains and settlement for personal or property losses.
- B.** Meals on Wheels or other programs that provide food for the needy; groceries provided by person not living in the household.
- C.** Lump sum income received as a result of deferred periodic payments of Social Security and SSI benefits are excluded from annual income in all housing programs.
- D.** Amounts received that are specifically for or in the reimbursement of, the cost of medical expenses for any family member.
- E.** Adoption assistance payments in excess of \$480 per adopted child.
- F.** Deferred periodic payments of SSI or Social Security benefits that are receive in a lump sum amount or in prospective monthly amounts.
- G.** The full amounts of educational scholarships or financial assistance paid directly to the student or to an educational institution.
- H.** The full amount of educational scholarships paid by the government to a veteran.
- I.** Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
- J.** 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.
- K.** Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments.
- L.** Hazardous duty pay to a family member serving in the Armed Forces who are exposed to hostile fire.
- M.** Payments received under training programs funded by HUD.

- N.** Amounts received by a disabled person that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - (i).** Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care) and which are made solely to allow participation in a specific program.
- O.** Temporary, non-recurring or sporadic income (including gifts).
- P.** Grants or other amounts received especially for out of pocket expenses for participation in publicly assisted programs and only to allow participation in these programs. These expenses include special equipment, clothing, transportation, child care, etc.
- Q.** Income of a live-in aide.
- R.** Compensation from State and Local employment training programs and training of a family member as resident management staff.
- S.** Reimbursement of child care to the family by persons not living in the household.
- T.** Amounts specifically excluded by Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609:
 - (i).** The value of the allotment provided to a person for Food Stamps.
 - (ii).** Payments to volunteers under the Domestic Volunteer Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparent Program, youthful offenders incarceration alternatives senior companions).
 - (iii).** Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs.
 - (iv).** Payments received under programs funded whole or in part under the Job Training Partnership Act of 1998 (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs, career intern programs).
 - (v).** Payments received from programs funded under Title V of the Older Americans Act of 1965, including Older Americans Community Service Employment Program, Green Thumb and Senior Aides Program.
- U.** Employment income of children younger than 18 (including foster children) and employment income of full-time students 18 and older in excess of \$480 (except head of household and spouse).
- V.** Payments in excess of \$480 per child received for the care of foster children or foster adults (usually person with disabilities, unrelated to the tenant family, who are unable to live alone.)

W. Loans

- X.** Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
- Y.** Income earned from qualified employment training programs in which there are clearly defined goals and objectives, a limited period is determined in advanced, and it is clearly an employment training program. Compensation from State or Local employment training programs and training of a family member as resident management staff.
- Z.** Reparation payments from foreign governments in connection with the Holocaust.
- AA.** Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- BB.** 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.
- CC.** 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.
- DD.** Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- EE.** The first \$2,000 for per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interest of individual Indians in the trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands.

5.3: Assets

Assets Include:

- A.** Current amounts in savings accounts and the average balance for the last six months for checking accounts. Also include cash held at home or in a safe deposit box.

- B.** Cash value of revocable trusts. A revocable trust can be changed by the grantor at any time and is therefore counted as an asset.
- C.** Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
- D.** Stocks, bonds, Treasury Bills, certificates of deposit, money market funds.
- E.** IRA, Keogh and similar retirement savings accounts, even though the withdrawal would result in a penalty.
- F.** Some contributions to company retirement/pension funds. Include contributions while an individual is employed, count only the amount the family can withdraw without retiring or terminating employment. After retirement or terminating, count as an asset any amount the employee elects to receive as a lump sum.
- G.** Surrender value of whole life or universal insurance policy.
- H.** Personal property held as an investment (such as jewelry or antiques).
- I.** Inheritances, lottery winnings, capital gains, insurance settlements and other lump sum amounts are considered assets.
- J.** Mortgages or deed of trust held by a family member. The value of the asset is determined by calculating the unpaid principal at the end of the 12-month period following certification. Each year this balance will decline as more principal is paid off.

Assets Do Not Include:

- A.** Personal property not held as an investment.
- B.** Assets that are a part of an active business or farming operation. Note: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the tenants' main occupation.
- C.** Assets a tenant legally owns but are not accessible by the tenant (e.g., a battered spouse owns a home with her husband, but because of the domestic situation, she receives no income from the asset and cannot convert it to cash).
- D.** Assets that are not effectively owned by the applicant (i.e., when asset is held in tenant name).
But:
 - (i).** Asset and income from the asset accrue to someone else, and
 - (ii).** That other person is responsible from paying taxes on the income.

(iii). Not to be confused with joint ownership.

E. Value of life insurance policies.

F. Interest in Indian trust lands.

G. Equity in cooperatives in which the family lives.

5.4: CHILD SUPPORT

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

Example: Court documents show \$100 will be paid weekly to custodial parent.

Calculation: $\$100 \times 52 = \$5,200$ $\$5,200/12 = \433 monthly child support income

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

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

5.5: DEPENDENT ALLOWANCE:

\$480 is allowed for each household member for each household member who is 17 years or younger, disabled, or is a full-time student. The head spouse, foster child, adult live-in attendant, unborn child or child that has not joined the family are never counted as dependents.

A full-time student is defined as an individual carrying a full-time course load and is enrolled in a certificate or degree program at an institution.

5.6: CHILD CARE & SUPPORT EXPENSES:

Anticipated expenses for care of children 12 and younger may be deducted if:

A. Care is necessary to allow a family member to go to work or school,

- B.** No adult household member capable of providing care is available,
- C.** Expenses are not paid to a family member living in the unit,
- D.** The expense is not reimbursed by an agency or individual outside the household, **AND**
- E.** Amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.

Child care allowances attributable to the work of a full-time student (except for the head spouses and co-head) is limited to \$480 since the employment income of full-time students in excess of \$480 is not counted in the annual income.

Child support payments to guardians or estranged partners or child care payments on behalf of a minor who is not living in the applicant household cannot be deducted.

Chapter 6: HOUSEHOLD DEFINITION AND UNIT SELECTION

6.1: Household Definition

A 'household' is all persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. In calculating annual household income, income from each adult member of the household is to be considered.

6.2: Household Composition

SPC applicants must identify on their initial program application all persons expected to reside in the household. Upon entry into the SPC program, all persons expected to reside in the household will be confirmed by the LAA and their information will be documented through the completion of program Move-In forms.

Any changes in household composition must be reported by the tenant to the LAA. The additions or subtraction of household members may affect the unit income level and eligible unit size; therefore a new rental calculation form must be completed.

In addition, a Move-In (Form F13) or Move-Out (Form F14) must be completed for each new or existing person regardless of their age.

6.3: Unit Size

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

- A.** Number of persons
- B.** Relationship of persons
- C.** Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs where possible

Rules for children:

- A.** All children expected to reside in the unit must be counted (e.g. unborn children, children in the process of being adopted, children who are subject to a joint custody agreement and live in the unit at least 50% of the time). A copy of the custody agreement or other equivalent document must be retained in the tenant file.

- B.** Live-in attendants, foster children, and children who are temporarily absent due to placement in a foster home are also counted when determining unit size
- C.** Children who are away at school, who live with the family when school recesses, may be counted
- D.** Adult children on active military duty and permanently institutionalized family members are not included in the bedroom count

At least one bedroom or living/sleeping room for every two persons; however, in general, no more than two persons are required to occupy a bedroom.

The maximum number of bedrooms allowed is:

- A.** 1BR for head of family/spouse/partner.
- B.** 1BR for multi-generation member or other adult not covered in above bullets.
- C.** 1BR for approved live-in aides.

The number of bedrooms allowed for children is: Children may share a bedroom with a parent, if the parent so wishes. In addition, children must not be required to occupy the same bedroom or living/sleeping room if the parent so chooses.

A participant may request to be assigned a larger unit as a reasonable accommodation. Such requests must be made in writing to the LAA and approved by DHHS. In all cases, local, state, or federal rules, regulations, or ordinance will take precedence over the above stated policies should a conflict arise.

6.4: SRO

An individual who is offered a Single Room Occupancy may also opt to go on a waiting list for a 1BR upgrade. When a 1BR slot becomes available on the grant in which the tenant is housed, it is first offered to those tenants who are residing in a room and then to others who qualify for that unit size

6.5: Live-in Aide

A live-in aide is a person who resides with an elderly, handicapped or disabled person who:

- A.** Is determined essential to the care and well-being of the person; **AND**
- B.** Is not obligated for the financial support of the person; **AND**

C. Would not be living in the unit except to provide the necessary supportive services.

Verification that the live-in aide is essential to the care or well-being of the tenant is required. A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member. The income of a live-in aide is not counted as a part of the household income.

Chapter 7: HOUSING QUALITY STANDARDS (HQS)

7.1: Move-In Inspection

The LAA shall have on staff an individual who holds a valid certificate as a Housing Quality Standards Inspector, as covered under 24 CFR Part 982. An HQS inspection must be conducted by an HQS trained inspector or co-signed by an HQS trained inspector prior to a tenant moving into a unit. A Housing Assistance Payments (HAP) Contract (Form F6: HAP Contract) will not be entered into between the landlord and LAA for units that fail to meet HQS at Move-In inspection.

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

The HQS Long Form 52580-A must be utilized on initial inspections (Move-In and Unit Transfer inspections). See Form F10.1 HQS Long Form.

7.2: Annual Inspection

At least annually, HQS inspections must be conducted for all SPC subsidized units. If the unit fails the annual HQS inspection, the landlord or tenant will be given 30 days to correct the deficiencies. The landlord, tenant and service providers will be given written notification of any deficiencies and a re-inspection must be scheduled prior to the 30th day to determine compliance. If deficiencies represent an immediate danger (life threatening) to the household's health and safety, the failed item(s) must be corrected within 24 hours. The HAP will not be paid for units that fail to meet HQS unless the owner corrects any deficiencies and the LAA verifies that all deficiencies have been corrected within 30 days from the date of the inspection. If the deficiency is a life-threatening condition and is not corrected within 24 hours, the LAA must withhold the HAP. The HAP must be withheld on the first of the month following the failure to comply. If the deficiency(ies) has not been made by the 60th day following the annual inspection, the tenant must find another unit which meets HQS to continue on the program (See Section 10.1: Extensions for the policy on extensions).

The HQS Short Form 52580 (Form F9) may be utilized after the initial inspection, that is, on subsequent annual inspections. The short form should also be utilized for re-inspections resulting from special HQS inspection requests made by persons including but not limited to: the SPC recipient, landlord, caseworkers, or other service and/or housing providers.

7.3: Move-Out Inspection

An HQS inspection must be conducted to determine the condition of the unit as soon as possible after a tenant moves out of a unit. This will aid in determining if the unit sustained damage since the move-in or last annual HQS inspection, or if the unit has sustained wear and tear beyond what would be considered normal for the period of time the tenant occupied the unit. The determination of normal

wear and tear should be based upon the condition of the unit at time of move-in or improvements made to the unit during the tenancy. See Form F10: Move-Out Inspection.

7.4: Lead Paint

Lead is a toxin that can be especially harmful to children under the age of 6. Before the risk to young children was known, it was used in many products (ex. before 1978 it was found in paint). Paint bought today does not have lead in it; however older houses often still have old lead paint. Lead dust from old paint is the most common way children get lead poisoning. See Appendix 11: *Protect Your Family in your Home* Brochure.

To learn more about Lead Paint and what you can do about it please visit the Maine Center for Disease Control & Prevention website:

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

Also, visit HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH):

http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes

Please note that specific URL links are updated independently from the SPC program and are subject to change.

7.5: Radon

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

For more information about Radon and what you can do to protect yourself, please visit the Maine Center for Disease Control & Prevention's website on Radon:

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

Please note that specific URL links are updated independently from the SPC program and are subject to change.

Appendix A13: Radon FAQ is also a resource that can be used for information on Rental Building Radon Testing.

7.6: Carbon Monoxide

Carbon monoxide, or CO, is a gas that can cause sickness, coma or death when it builds up in enclosed spaces. It is not seen, does not smell and cannot be tasted. Warning signs of poisoning include headache, nausea, vomiting, dizziness, drowsiness, and confusion, but no fever. Carbon monoxide exposure results in over 100 emergency department visits each year in Maine. Every home in Maine should have a carbon monoxide detector - about half of Maine homes do not have a carbon monoxide detector. For more information about Carbon Monoxide please visit www.maine.gov. The following websites are helpful resources:

<http://www.maine.gov/dhhs/mecdc/environmental-health/eohp/air/co.htm>

AND

<http://www.maine.gov/dhhs/mecdc/environmental-health/eohp/air/documents/cotipsheet.pdf>

Please note that specific URL links are updated independently from the SPC program and are subject to change.

Chapter 8: RENT REASONABLENESS

8.1: Rent Reasonableness

Shelter Plus Care funding is based on Fair Market Rents (FMRs) as established by the U.S. Department of Housing and Urban Development (HUD) and which are updated on an annual basis. FMR schedules are published annually by HUD and are widely available from your local Public Housing Authority, administrative agent, or the Maine State Housing Authority. Visit HUD's website to view yearly FMR documentation:

<http://www.huduser.org/portal/datasets/fmr.html>

Rents for units leased with SPC assistance must meet a "rent reasonableness" test. This section describes this standard for rents and how a reasonable rent is documented

SPC program operators must determine whether the rent being charged for an assisted unit is both:

- A. Reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; **AND**
- B. Not more than rents currently being charged by the same owner for comparable unassisted units. [See Section 582.305(b)]

The SPC utilizes [Socialserve.com](http://socialserve.com) Rent Comparison to determine and survey what rents are considered 'reasonable' for the different regions of the state. [Socialserve.com](http://socialserve.com) is an online tool containing the most recent inventory and pricing for apartments throughout Maine. Each LAA must utilize this tool, through password protected access. Additional passwords can be obtained from socialserve.com as necessary.

The Rent Comparability Worksheet must be completed and printed from [Socialserve.com](http://socialserve.com) for each unit at time of rent-up and whenever the rent changes. This documentation must be kept in project files for the full period SPC assistance is provided.

Chapter 9: PRIORITIZATION

9.1: Introduction

In an ongoing effort to best serve the most vulnerable and those experiencing chronic homelessness, each LAA is expected to manage a client prioritization spreadsheet. The SPC program has a prioritization protocol to aid the strategic allocation of resources to end chronic, family, veteran, and youth homelessness. The homelessness component of resource allocation is prioritized in the following order:

- A.** Chronically Homeless
- B.** Long Term Stayer
- C.** Literally Homeless
- D.** Graduating from Transitional Housing
- E.** Fleeing Domestic Violence

The definition of each priority listed above can be found within Chapter 2: Definitions.

All LAAs must submit their updated prioritization spreadsheet to the CAA on a weekly basis. If an applicant meets the program requirements, LAA's are expected to document the applicant on the prioritization spreadsheet.

The prioritization spreadsheet (See F23: SPC Prioritization Spreadsheet) is a tool used to collect applicant information and track the housing status of all eligible applicants, as well as manage how applicants are prioritized and how resources are distributed. The spreadsheet contains information reflecting current housing situation, duration of homelessness, and applicant's documented disabilities. The information in the prioritization spreadsheet is compiled by the CAA into a prioritization matrix to be used for resource allocation and as a census tool for reporting purposes to DHHS.

Chapter 10: VOUCHERS

10.1: Extensions

The applicant has thirty (30) days from the time of approval to use the assigned housing voucher. If the assigned housing voucher is not utilized, the applicant or their agency service provider(s) may request up to three (3) thirty (30) day extensions. Applicants must request an extension before the expiration date of each 30-day period. Extensions must be submitted in writing by the applicant or applicant's representative to the LAA. The LAA shall grant extensions to applicants based on funding availability.

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

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

10.2: Slot Portability / Transfers

The process by which a household obtains a voucher from one LAA and uses it to lease a unit in the jurisdiction of another LAA is known as portability. The Portability Request Form should be used for processing transfers (Form F16). The first LAA is called the *initial LAA*. The second is called the *receiving LAA*. If a participant or family is currently housed on the program and elects to move from their location, the LAA must verify with the CAA. The CAA will be responsible for determining that the desired location is part of the grant jurisdiction and for resource allocation.

Program participants who have been a victim of domestic violence, dating violence, sexual assault, or stalking may retain rental assistance and move to a different CoC for safety.

If a portable household is already participating in the voucher program, income eligibility is not re-determined.

10.3: Portability Procedures

Porting Out

- A. Initial LAA will meet with the family to discuss the process that must take place to exercise portability. Initial LAA will complete Portability Request Form (Form F16) and submit it to the CAA.
- B. Once porting out is approved, Initial LAA will send to receiving LAA the original application, current Rent Calculation form, current household income, and debt information.

- C.** Initial LAA will advise the family how to contact and request assistance from the receiving LAA.
- D.** Initial LAA must contact the receiving LAA on the family's behalf.
- E.** Initial LAA will, within five (5) calendar days, notify the receiving LAA to expect the family.

Porting In

- A.** The family must submit a request for tenancy (Form F18: Request for Tenancy Form) approval to LAA during the approved terms of LAA's voucher.
- B.** Receiving LAA will promptly notify the initial LAA and CAA within five (5) working days when the family has leased a unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit.
- C.** In order to provide rental assistance for portable families, LAA will perform all housing functions, such as reexaminations of family income and composition.

Chapter 11: SECURITY DEPOSIT / DAMAGE PROTOCOL / DEBT

11.1: Security Deposit

SPC may pay the full security deposit on a unit in the amount equal or up to one month's unit contract rent. A security deposit will be issued on behalf of eligible participants who do not owe previous debt to any DHHS administered housing subsidy program. (See Section 11.3: Debt for definition of debt)

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

Tenant acknowledgement of security deposit payment by the LAA should be documented on the Security Deposit Acknowledgement Form (Form F19).

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

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

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

The U.S. Department of Housing and Urban Development (HUD) has developed Housing Quality Standards (HQS) that define the minimum health and safety criteria which must be met in order for a

housing unit to PASS inspection and thereby permit a household to take occupancy under the SPC program.

11.2: Damage Claims

When a participant vacates a unit, the Landlord must request a Move-Out Inspection (Form F10) prior to repairs being made to the unit. At the move out inspection, the LAA will review the Damage Claim Protocol with Landlord.

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

The Landlord may claim reimbursement from the DHHS Subsidy Program by completing a written itemized damage claim request and submitting it to the LAA. The landlord may request unpaid rent payable by the tenant, any damages to the unit beyond normal wear and tear or any other amounts that the tenant owes under the lease. The claim must include documentation and the amount of each item and must be submitted in the timeframe as established by State of Maine law. The LAA shall review the request and make a determination as to whether the damages meet the criteria established above. If the LAA determines that damage is incurred, the landlord will receive compensation from the program.

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

LAA will notify the tenant in writing to their last known mailing address regarding such damages, retention of security deposit, documentation of tenant rent owed, or any other lease violation(s) resulting in debt owed by the tenant. The tenant letter will include an attachment of the DHHS Subsidy Appeals Procedure (See Section 15.2: Appeals).

Tenants will not be held responsible for the repayment of a security deposit if it is shown that is being unlawfully withheld. The LAA, with support from the CAA, must make a good faith attempt to recover the security deposit from the landlord.

11.3: Debt

Program debt is defined as:

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

LAA staff will complete a Payment Contract Form (Form F15: Payment Contract Form) with tenant for any money owed to the program.

Current program tenants must pay 100% of all debt prior to moving into a new unit. Former participants who are applying to re-enter a program must either:

- A. Repay 100% of any debt owed before a voucher is awarded **OR**;
- B. In lieu of 100% payment of debt, a tenant may establish themselves with a legally assigned Representative Payee and complete a documented payment plan not to exceed 12 months **OR**;
- C. Charges may be adjudicated through the DHHS Appeals Procedure (See Section 15.2: Appeals or DHHS Grievance Process (See 15.3: Grievances).

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

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

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

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

Chapter 12: LEASE AGREEMENT

12.1: Lease Agreement

Tenant-based rental assistance (TBRA) is rental assistance in which participants choose permanent housing of an appropriate size. Permanent housing requires the program participant to be on a **lease for a term of at least one year** that is renewable and is terminable only for cause. Requiring a lease for a term of at least one year that is renewable and terminable only for cause assists program participants in obtaining stability in housing. After the initial year lease, clients may continue to lease on a month-to-month basis. These requirements are consistent with the statutory definition of permanent housing in Section 401 of the McKinney-Vento Act. [CFR 578.97]

Chapter 13: CERTIFICATIONS

13.1: Introduction:

The LAA shall utilize the Rent Calculation Form (Form F17) to determine the Household Rent and the SPC Housing Assistance Payment (HAP). Household rent is calculated at 30% of the total household's adjusted gross income. The Rental Calculation Form should accompany ALL certification types (move-in, annual, interim, gross rent change, LL change, unit transfer, household member move-in and move-out) and be kept in the tenant's files. LAA's must re-certify all active clients on a minimum of an annual basis with all required verifications and paperwork. If, however, the household has an income increase of \$500 or more each month, then the tenant is required to contact the LAA to complete an Interim Re-certification or Rent Calculation Form to adjust for the change. If the household income has a decrease in income, a re-certification is done regardless of the change in amount. (Refer to Section 13.2 for guidance on completing the Rent Calculation Form)

13.2: Rent Calculation Form

The Rent Calculation Form (Form F17) is to be completed by the LAA when an application has been accepted and *before* the household moves into an apartment. The Rental Calculation Certification should be updated on a minimum of an annual basis. Note: On Interim re-certifications, FMR and Utility Allowances DO NOT have to be re-verified until Annual. This is subject to funding availability.

How to Complete the Rent Calculation form:

- A. Tenant Name: Enter Tenant(s) full legal name. Do not use nicknames or initials.
- B. Effective Date: Enter the date that this rental calculation is effective.
- C. Date Household First Housed: Enter the date the household moved into their first unit with the Shelter Plus Care program. This date should remain static regardless of any action processed
- D. Household Address: Enter the current physical address of the household's rental unit. Do not use a mailing address or post office box.
- E. Action Processed: Mark type of re-certification this is, i.e., Move In, Annual, etc.
 - (i). Move-In (MI) – The household is moving into an apartment.
 - (ii). Annual Re-certification (AR) – The household has been in the program one year and the financial information has been reviewed and updated.
 - (iii). Gross Rent Change (GR) - The apartment rent paid to the landlord has changed
 - (iv). Unit Transfer (UT) - The household has transferred to a new unit within the same region and the rent has remained the same.

- (v). **Interim (IR)** – The household has a change in income or household members since the last report.
- F. Check Applicable Grant**: Check the Shelter Plus Care grant that the household is housed under.
- G. Unit Size**: Circle the correct unit size for this household. If the unit size is not listed, please write in the correct size in the space provided.
- H. Household Size**: Please list the number of people living in the household.
- I. Landlord Name/Address**: Enter the name of the landlord and landlord's mailing address.
- J. Income**: List all household monthly incomes in their categories, and total at the end of the row. Verification documents for all incomes must be provided with Rent Calculation Form. See Chapter 5 of the manual for more information.
- (i). **Employment**: Enter monthly amount of employment. Employment Worksheet (Form F4) must be used to document calculations.
- (ii). **Assets**: List applicable value of any assets the household has, i.e., Savings account, life insurance, etc. Asset Worksheet (Form F1) must be used to document calculations.
- K. ITEM 17**: Total Annual Income - Multiply the Total Income field by 12 (months) to obtain annual income.
- L. ITEM 18**: 3% of Annual Income - Multiply the total in Item 17 by 3%. This will tell you the amount a household should pay out of their income to medical expenses. Any deductions will be above and beyond this amount.
- M. ITEM 19**: Annual Medical Expenses - Enter the total of the household's current medical expenses, which are not covered by insurance or Medicaid. Use the Medical Expense Worksheet (Form F12: Medical Expense Worksheet). Medical bills incurred in the past on which payments are being made may be included. A household can take the payment amount per year, and deduct that each year until it is paid in full, or they may take the full amount of the bill for one year only. (See Chapter 5: Income/Assets)
- N. ITEM 20**: Allowance for Medical Expenses - If the household's Annual Medical Expenses (line 19) are more than 3% of their Annual Income (line 18) enter the difference between the two here. If they are equal, or the actual medical expenses are less than 3% of the tenant's income, enter 0.
- O. ITEM 21**: Disability Allowance - Every Shelter Plus Care household receives one disability allowance of \$400.00 annually. (See Chapter 5: Income/Assets).

- P. ITEM 22:** Allowance for Dependents - Each household with dependents receives an annual allowance of \$480.00 per dependent. Multiply \$480.00 by the number of dependents and enter the total in this line. Dependents include household members who are under 18, handicapped, disabled, or full-time students, but not any of the following: The family head, spouse, foster children or the person determined important to the care or wellbeing of the eligible person. (See Section 5.5: Dependent Allowance)
- Q. ITEM 23:** Child Care Allowance - Anticipated expenses for care of children 12 and younger may be deducted if:
- (i).** Care is necessary to allow a family member to go to work or school,
 - (ii).** No adult household member capable of providing care is available,
 - (iii).** Expenses are not paid to a family member living in the unit,
 - (iv).** The expense is not reimbursed by an agency or individual outside the household,
AND
 - (v).** The amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.
- U. ITEM 24:** Total Allowances - Add lines 20, 21, 22, 23 and write the sum in line 24. This will tell you the Total Allowances for this household.
- V. ITEM 25:** Adjusted Annual Income - Subtract the Total Allowances (line 24) from the household's total annual income (line 17). Enter the total here in line 25.
- W. ITEM 26:** Adjusted Monthly Income – Divide Adjusted Annual Income (line 25) by 12 to receive the household's adjusted monthly income.
- X. ITEM 27:** 30% of Adjusted Monthly Income - Multiply household's Adjusted Monthly Income (line 26) by 30%.
- Y. ITEM 28:** 10% of Monthly Income - Multiply the Total Household Monthly Income by 10%.
- Z. ITEM 29:** Total Household Payment: Enter the greater of lines 27 and 28. This will tell you the total amount the household should pay for rent and utilities combined
- AA. ITEM 30:** Contract Rent - The total amount the Landlord receives for rent, according to the HAP agreement.
- BB. ITEM 31:** Utility Allowance - If landlord pays all utilities, enter 0. If tenant pays any utility bills for the current apartment, enter the amount of Utility Allowance as defined by either the Maine State Housing Authority or local Public Housing Authority, depending upon where the unit is located. (See Section 13.4: Utility Allowance)
- CC. ITEM 32:** Total Rent - Add the Contract Rent (line 30) and the Utility Allowance (line 31). This will tell you the Total Rent for this apartment. If this figure does not fall into the Fair

Market Rent guideline for this area, Shelter Plus Care may not pay on this unit. (Please refer to Section 8:1 Rent Reasonableness)

- DD.** ITEM 33: Tenant Rent to Landlord - Enter the Total Household payment (line 29) minus the Utility Allowance (line 31) here. This will tell you the amount that the tenant will pay for rent.
- EE.** ITEM 34: Payment to Utility Company: Enter the difference between Utility Allowance (line 31) and the Tenant Rent (line 33). In most cases, this will be zero. **DO NOT ENTER NEGATIVE NUMBERS.**
- FF.** ITEM 35: Assistance Payment: Enter the contract rent (line 30) minus the tenant rent (line 33). This will tell you the Housing Assistance Payment (HAP) amount that will be paid to the landlord.
- GG.** ITEM 36: Date Next Annual Recertification: One year from the month the household entered the program. Date of Recertification will always be on the first of the month.
- HH.** Tenant Initials and Date: Tenant must initial and date the front page of the rental calculation form.
- II.** Rep Initials and Date: SPC staff must initial and date the front page of the rental calculation form.
- JJ.** ITEM 37: Household Composition: Enter household member name for each person residing in the unit.
- (i).** Relationship to Application: Enter the relationship of each member to the applicant/voucher holder.
 - (ii).** SNAPS: Check Yes or No for each member of the household. Please only mark "Yes" if the person is the direct recipient of the food stamp benefit. For example, a child would be marked "No", even though they are benefiting from the parents benefit.
 - (iii).** Mainecare: Check Yes or No for each member of the household.
 - (iv).** Medicare: Check Yes or No for each member of the household.
 - (v).** Other Assistance Sources: List any other non-cash assistance sources the person is receiving.
- KK.** Tenant Signature: The tenant must sign and date the form, certifying that the information about the household income and composition presented is true and complete to the best of their knowledge. If another adult is part of the household, they must sign/date "Other Adult Signature".

LL. Shelter Plus Care Representative: The LAA representative processing the form will also sign the form, certifying that the rent calculation has been computed in accordance with HUD regulations.

13.3: Medical Expense Worksheet

Clients may be eligible for medical expense deductions which adjust the Annual Income factored into the Rent Calculation. See Medical Expense Worksheet (Forms F12).

- A. The medical expense deduction is permitted only for families in which the applicant is elderly or disabled.
- B. If the individual is eligible for a medical expense deduction, LAA's must include the unreimbursed medical expenses.
- C. Medical expenses include all expenses individual incurs during the 12 months following certification/recertification that are not reimbursed by an outside source, such as insurance.
- D. The LAA may use the ongoing expenses the individual paid in the 12 months preceding the certification/recertification to estimate anticipated medical expenses.
- E. The medical expense deduction is that portion of total medical expenses that exceeds 3% of annual income.

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Example – Calculating the Medical Expense Deduction	
Annual income	\$12,000
Total medical expenses	\$1,500
<u>Sample Calculation</u>	
Annual income	\$12,000
	x .03
3% of annual income	\$ 360
Total medical expenses	\$1,500
	- \$360
Allowable medical expenses	\$ 1,140

- F. In addition to anticipated expenses, past one-time nonrecurring medical expenses that have been paid in full may be included in the calculation of the medical expense deduction for current tenants at an initial, interim or annual recertification. Past one-time nonrecurring medical expenses that have been paid in full are not applicable when calculating anticipated medical expenses at move-in. If the tenant is under a payment plan, the expense would be counted as anticipated.
 - (i). There are two options for addressing one-time medical expenses. These expenses may be added to the family's total medical expenses either:

- i. At the time the expense occurs, through an interim recertification, OR
- ii. At the upcoming annual recertification

NOTE: If the one-time expense is added at an interim recertification, it cannot be added to expenses at the annual recertification.

13.4: Utility Allowance

Utility Allowance Policy and Procedures

LAA's are encouraged to work with landlords to include the utilities in the rental amount. If a landlord is willing to include the utilities in the rental amount, the utility allowance is \$0. If, however, a landlord is not willing to do so, a utility allowance can be included in the rental calculations when determining tenant rent and assistance payments. Utility allowances can be obtained from your local housing agency, public housing authority, or the Maine State Housing Authority (MSHA) and. New UA standards are effective October of each year. You can find the Utility Allowances through [mainehousing.org](http://www.mainehousing.org):

<http://www.mainehousing.org/charts/utility-allowances>

IRS final regulation 1.42-10 expands the methods available for calculating utility allowances. The SPC program will accept the following utility allowance methods:

- A. HUD utility allowance.
- B. Local Public Housing Authority (PHA) allowance.
- C. Allowance based on utility company estimates.
- D. Energy consumption utility allowance which allows the owner, with assistance from the LAA, to determine an accurate utility allowance based on tenants' usage.
- E. Allowances for buildings assisted by the Rural Development or with Rural Development assisted tenants.

Either the tenant or the LAA may assume responsibility for the payment of the utility allowance to the respective utility company. It is the responsibility of the LAA to develop an administrative policy regarding this issue to ensure consistency with all SPC recipients under the LAA's jurisdiction. The written policy must be submitted to DHHS for Field office approval.

Example of How to Calculate and Charge Utility Allowances: Please Note: Round to the nearest whole dollar. For Example: at .49 cents and below round down to the nearest whole dollar, at .50 cents and above round up to the nearest whole dollar.

Mary has selected an apartment that is \$400/month.

- (i). Electricity is not included, but heating and hot water is.
- (ii). Given her household size, the jurisdictional Utility Allowance is \$30 per month for general electricity usage (excluding heat, hot water, and cooking).
- (iii). The unit has an electric stove, giving an additional allowance of \$10. The total Utility Allowance in this case is \$40 (\$30.00+\$10.00).
- (iv). Her income is \$550 per month.
- (v). The Total Tenant Rent (30% of her adjusted income) is \$153.00 (\$550 X 0.30), therefore, her monthly rent payment after the Utility Allowance is: \$113 (\$153.00-\$40.00).
- (vi). The monthly Housing Assistance Payment (HAP) is \$247 (\$400.00-\$113.00-\$40).

Note: The gross rent (rent plus utility allowance) must fall within the 'rent reasonable' range as determined by annual survey data published by MSHA for the unit size and location, provided that the unit rent is comparable to area rents (See Section 8.1: Rent Reasonableness).

13.5: Move-In:

Move-in certifications are required for all new households entering the SPC program. Move-in paperwork must be completed by the LAA administering the SPC voucher *before* the household can move into their unit. An HQS inspection must be completed and passed *before* move-in.

The steps in processing the Move-In certification:

- A. Complete Application and attach all eligibility documentation (**Section 4.5: Completing the Application**).
- B. Have the prospective LL fill out Request for Tenancy Form (Form F18: Request for Tenancy Form). The LAA must review to determine program eligibility.
- C. Perform an inspection of the unit to ensure HQS compliance (**Section 7.1: Move-In Inspection**).
- D. Meet with the tenant and obtain verification of current income for all adult HH members. Must be dated within 120 days of the move-in certification effective date. If the adult HH member(s) does not have income, they must fill out a Statement of No Income Form (See F24: Statement of No Income Form and **Sections 5.2 and 5.3**).
- E. Fill out a Rent Comparability Form from SocialServe.com (**Chapter 8: Rent Reasonableness**).
- F. Have all HH members complete a Move-In Form (**Section 13.6: Completing the Move-In Form**).

- G. Have **all** HH members complete a Support Service Form (**Section 13.7: Completing the Support Service Form**).
- H. Calculate tenant's rent and assistance payment by completing the *RENT CALCULATION FORM* (**Section 13.2: Completing the Rent Calculation Form**) along with a current Utility Allowance (**Section 13.4: Utility Allowance**), if applicable.
- I. Send a HAP Contract (See Form F6: HAP Contract) to the landlord, tenant and applicable providers.
- J. Have tenant sign all applicable releases.
- K. Fill out Tenant Responsibility Agreement. (See Form F27: Tenant Responsibility Agreement).
- L. Additional forms if applicable: Medical Expense Worksheet (**See Section 13.3: Medical Expense Worksheet**) and; Asset Form (**Section 5.3: Assets**).

13.6: Completing the Move-In Form

Move-In form (Form F13) must be completed for each household member when they enter a household. Clients can be moved in at any time and a Rent Calculation Certification must be completed when moving a new household member into a household.

- A. Household Member Name: Ensure that all answers to move-in form questions are related to the household member listed in question #1.
- B. Move-In date: Date the household member entered the household.
- C. Grant Name: List the name of the grant the household member is assigned to.
- D. Head of Household: Answer YES or No.
- E. Gender: List gender individual identifies with.
- F. Date of Birth: List month, day and year.
- G. Social Security Number: List full social security number.
- H. Veteran: Answer YES or NO.
- I. Ethnicity Question- Are you Hispanic or Latino: Check Yes or No. Definition of Hispanic is a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish

culture of origin, regardless of race.

J. Race: Check all racial categories that the applicant identifies

Definitions:

- (i). American Indian or Alaska Native - A person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment.
- (ii). Asian- A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- (iii). Black or African American- A person having origins in any of the black racial groups of Africa.
- (iv). White/Caucasian - A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

K. Living situation before receiving a subsidy: Choose only one from the list and identify how many days individual was living in chosen situation.

L. Former Housing: Indicate the last city, state and zip code of the applicant's last permanent address for duration of ninety (90) days or more. This would be their last apartment or home where they lived. This zip code *should not be* generated based on the where the person was experiencing homelessness.

M. Attending School: If the household member is age 5-17 answer YES or NO, and indicate what school they are currently attending.

13.7: Completing the Support Service Form

The Support Services form (See Form F26: Support Service Form) is used to track client disability and treatment history. Support Service forms are collected at **Move-In** to establish client entry health and treatment status, as well as **at each Annual Certification** and **Interim Certifications** where a new household member is being added. It is a tool used to learn if clients are receiving support services in addition to the permanent housing vouchers. All household members are required to complete the Support Service Form (F26). Data is expected to be an accurate reflection of the client's disability and treatment status at the point in time of the forms completion.

Note: Date Completed on the Support Services Form is the Effective Date of the Move-In Certification, Annual Certification and Interim Certifications.

A. Effective Date of Certification: The date of the Move-In Certification or Annual Certification.

B. Household Member Name: Write household member's name.

- C. Are you the Head of Household?: Check YES if the client filling out the Support Service form is the Head of Household. Check NO if the person is a Household Member. If NO, Question 3a must be completed. Write the Household Member's relation to the Head of Household. Ex. If client is the Head of Household's child, write son/daughter in 3a.
- D. Grant Name: Write full grant name associated with household member.
- E. Mental Health Condition: Indicate YES or NO.
- F. Alcohol Abuse Problem: Indicate YES or NO.
- G. Drug Abuse Problem: Indicate YES or NO.
- H. HIV/AIDS: Indicate YES or NO or UNKNOWN. If a client does not want an answer documented, please select REFUSED.
- I. Developmental Disability: Indicate YES or NO
- J. Physical Condition: Indicate YES or NO.
- K. Chronic Health Condition: Indicate YES or NO.
- L. Services/Treatments: Check all services/treatments that client receives. Select all that apply. Services/treatments should correspond to selections in items 5-11.
- M. Employment: At the time of completing the support service form, is the household member seeking employment or looking for additional hours at a job they have? Indicate YES or NO.
- N. Domestic Violence: Indicated with a YES or NO if applicant is a victim/ survivor of domestic violence. If yes, indicate, by checking one box, when violence last took place.
- O. Education: Indicate YES or NO whether the client (children ages 5-17) is attending school. If YES, complete question 15a. If NO, complete question 15b.

13.8: Annual

All SPC tenants must be reviewed and re-certified for SPC assistance annually. The re-certification date for an annual certification is one year from the original certification date, effective the first day of the month that the tenant began receiving SPC assistance. *For example: if the tenant was admitted October 11, 2014 then the re-certification effective date is October 1, 2015.* When processing re-

certifications, the LAA needs to complete re-certification in a timely and efficient manner. The steps are as follows:

- A.** 1st Notice - Send 90 days in advance of the re-certification anniversary date. The notice must state that the tenant has until the 10th of the month preceding the anniversary date to contact the office to begin re-certification. See Appendix A5: Sample First Annual Certification Notice.
- B.** 2nd Notice – Send approximately 30 days after the previous notice to tenants who have not responded. Content is the same as the 1st notice in addition to stating that if the tenant does not respond by the 10th of the month preceding the anniversary date, the owner may suspend assistance payments on the re-certification date. See Appendix A6: Sample Second Annual Certification Notice.
- C.** 3rd Notice/Notice of Intent to Terminate – Is given on the first of the month preceding the anniversary date to tenants who have not yet responded. The Notice must state that the tenant has 10 days to re-certify. If the tenant does not respond within those ten days, assistance may be suspended or terminated, and the rent may be increased to market effective on the re-certification anniversary date, with no 30-day notice of increase. Additionally the Landlord should also be sent a 30 notice to end the HAP agreement and stop the LAA payments. See Appendix A7: Sample Third Annual Certification Notice.

The steps in processing Annual certifications:

- A.** Meet with the tenant and obtain verification of current income for all adult HH members. Must be dated within 120 days of the recertification effective date. If the adult HH members do not have income, they must fill out a Statement of No Income Form (F24).
- B.** Have **all** HH members complete a Support Service Form (F26).
- C.** Calculate tenant's rent and assistance payment by completing the *RENT CALCULATION FORM* along with a current Utility Allowance, if applicable.
- D.** Provide written notice to tenant of any change in rent, giving at least 30 day' notice for rent increases unless the tenant is late in responding to re-certification notices. If LAA and tenant both comply with requirements, changes in tenant rent and assistance payment are both effective on the anniversary date.
- E.** Perform an annual inspection of the unit to ensure HQS compliance.
- F.** Send a HAP Amendment (See Forms F5: HAP Amendment) to the landlord, tenant and applicable providers.
- G.** Have tenant sign all new releases

H. Fill out Tenant Responsibility Agreement (See Form F27: Tenant Responsibility Agreement).

LAA LATE

If the LAA is late in completing the re-certification, a thirty-day notice of any rent increase must be given, regardless of the anniversary date. For rent decreases, the LAA must apply the change retroactively to the anniversary date.

TENANT LATE

Tenants who respond after the cut-off date in the 3rd Notice may have their assistance suspended or terminated as of the scheduled effective date.

If the tenant complies with the re-certification requirements after the 10 day period stated in the 3rd Notice, but before the anniversary date, the tenant is considered late but may be re-certified effective retroactively to the anniversary date. . Tenants who respond after the 10th of the month preceding the anniversary date but before the anniversary itself should be asked why there was a late response. If there are extenuating circumstances such as hospitalization or family emergency which prevented the re-certification then the assistance may not be suspended. The new tenant rent is effective on the date noted in the 30-day notice.

If the LAA denies extenuation circumstances, then no 30-day notice is required and the new tenant rent amount is due on the anniversary date. The tenant must be informed in writing of the decision and their right to appeal through the DHHS Housing Appeals Procedure.

13.9: Interim

Tenants are required to report any income changes within 10 days from the date of such change. A tenant may be terminated if an increase in income is not reported or if a decrease in income was caused by a deliberate action of the tenant to avoid paying rent. The LAA must process an interim adjustment when the income increase is \$500 or more per month. Exception to the \$500 income change; if a new household member moves in to the unit, all income must be counted regardless of the amount. Existing income increases under \$500 can be documented using the Income Increase Form (Form F11).The LAA may refuse to process an interim re-certification only when the LAA receives confirmation that the increase will last two months or less. The LAA must process all requests for decrease in household income regardless of amount. An interim must be completed whenever a household member moves in or out of the unit, even if there is no financial change due to the removal or addition of a household member. Only those factors that have changed must be verified at time of interim recertification.

The steps in processing interim adjustments:

- A. Meet with tenant to obtain new information on income and/ or household composition change.**

- B.** Verify only those factors that have changed.
- C.** Complete a new *RENT CALCULATION FORM* along with Utility Allowance, if applicable.
- D.** Have client complete a Tenant Responsibility Agreement (Form F12.2: Tenant Responsibility Agreement).
- E.** Income verification must be dated with 120 days of the effective date of the certification. If income is terminated the tenant must complete a Statement of No Income (Form F24).
- F.** If a household member is removed or added to the household a Move-In Form (Form F13) or household Move-Out form (Form F14) must be completed.
- G.** Send HAP Amendment to the tenant, landlord (indicating the tenant and HAP rent changes), payee (if applicable), Community Support Worker or Case manager (if applicable) of rent or assistance payment changes and their effective date.

13.10: Gross Rent Change

Gross Rent Changes are completed when a landlord requests a change in rent outside of the annual recertification date. Requests for rent increases must be in writing by the landlord or property management company 45 days in advance of the date of the requested change. A copy of the letter must be sent by the landlord or property management company to the LAA and the tenant. The requested amount must fall within the current Fair Market Rent amount; this amount includes any tenant utilities, for the area and bedroom size. All requests for increases will be reviewed by the LAA to determine they meet the eligibility requirements and may be denied if funding does not support the increase.

The steps in processing GRC adjustments:

- A.** Complete a new Rent Calculation Form.
 - (i).** For rent increases: The effective date is the first day of the month following required 45 day notice.
 - (ii).** For rent decreases: The effective date is the first day of the month following the date of the change.
- B.** Attach rent increase letter from landlord / property Management Company.
- C.** Send HAP Amendment to the tenant, landlord (indicating the tenant and HAP rent changes), payee (if applicable), Community Support Worker or Case manager (if applicable) of rent or assistance payment changes and their effective date.

13.11: Unit Transfer

Unit Transfers are completed when a tenant submits a 30 day notice to the LAA and landlord/ property management company requesting to move units, when a rental lease has expired and the tenant wants to move units or in cases when a tenant is evicted from their current unit. Unit transfers only apply when a tenant is moving units within the same LAA geographic area. All other moves are considered Transfers, see Section 10.2: Slot Portability/Transfers.

- A.** Complete a new Rent Calculation Form and Certification Form
- B.** Attach the following information:
 - (i).** Lease.
 - (ii).** If there are any other changes such as income (over \$500) or household member composition, complete corresponding paperwork.
 - (iii).** Tenant Responsibility Agreement (Form F27: Tenant Responsibility Agreement).
 - (iv).** LL release.
 - (v).** HQS Inspection.
- C.** Send HAP Amendment to the tenant, landlord (indicating the tenant and HAP rent changes), payee (if applicable), Community Support Worker or Case manager (if applicable) of rent or assistance payment changes and their effective date.

13.12: Landlord Change

Landlord changes occur when a property changes ownership. Landlords/ property management companies are expected to notify the LAA when such changes occur.

- A.** Complete a new Rent Calculation Form and Certification Form (Form F17).
- B.** LL Release.
- C.** HAP Amendment (Form F5).

Chapter 14: SUBSIDY TERMINATION

14.1: Subsidy Termination

Rental Assistance may be terminated if a participant violates conditions of occupancy, or program rules. Program regulations recommend that the LAA exercise judgment and take into consideration extenuating circumstances so that participants are only terminated for the most serious rule violations. Termination from the SPC program does not exclude clients from applying to the program in the future.

Before a housing subsidy can be terminated, the LAA must provide the CAA with a Subsidy Termination Request Form (Form F25). The CAA will review the reasoning and supporting documentation of a termination request to determine if a termination is warranted. If the CAA supports a termination, the LAA must submit a 30-day written notice to the landlord and client, containing a clear statement regarding the reason for termination and an opportunity for appeal. A Sample Move- Out Letter with Appeals can be referenced in Appendix A8. If an individual chooses to appeal, assistance must continue through the entire appeals procedure.

A Termination Form (Form F28) must be completed for each participant leaving the program. Ideally, this form is done within 30 days of the participant's exit. See Appendix 4: Termination Letter with Appeals for a sample termination letter.

Additionally, a Move-Out Form (Form F14) must be completed for each household member leaving the program. Ideally, this form is done within 30 days of the participant's exit.

Chapter 15: DHHS HOUSING APPEALS PROCEDURE

15.1: Reasonable Accommodations

Section 504 of the Fair Housing Act enables individuals with disabilities the ability to request a “reasonable accommodation” in rules, policies, practices or services in order to participate fully in a program.

The LAA shall submit all such requests in writing to the CAA for written determination. The LAA shall ensure that all written requests for a reasonable accommodation include reliable disability-related information that:

- A. Verifies that the individual has a disability that falls under the Fair Housing Act.; **AND**
- B. Describes the needed accommodation.; **AND**
- C. Shows an identifiable relationship between the requested accommodation and the individual’s disability.

Depending upon the circumstance this information may be provided by the individual him or herself, a doctor or medical professional, a peer support group, a social service provider, or a reliable third party.

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

15.2: Appeals

The DHHS recognizes that you may not agree with SPC decision. In these cases, you have the right to appeal.

- A. The applicant or tenant makes a written request, called a Level I Appeal, to the designated SPC representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.
- B. Within ten (10) working days, the designated SPC representative responds in writing to the Level I Appeal. The SPC representative may request an extension of an additional five (5) working days, if necessary.

- C.** If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS- Office of Substance Abuse and Mental Health Services, Rental Assistance Manager, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
- D.** The DHHS-Adult Mental Health Services Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS-Adult Mental Health Services Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
- E.** If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606- 0215.
- F.** The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
- G.** The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS-Adult Mental Health Services.
- H.** If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

15.3: Grievances

- A.** Recipients have the right to due process with regard to grievances.
- B.** Notwithstanding any other civil or criminal recourse that the person bringing the grievance may have, the facility, agency, and/or Department shall afford every reasonable opportunity for informal resolution of concerns or formal resolution of grievances.
- C.** Recipients or other persons may bring grievances regarding possible violations of basic rights, including any rights enumerated in these rules and the Settlement Agreement in *Bates v. Davenport* or any other applicable law or regulation; any questionable or inappropriate treatment or method of treatment; or any policy or procedure or action, or lack thereof, of the mental health agency or facility.
- D.** Persons who may bring grievances include, but are not limited to:
 - (i).** The recipient;
 - (ii).** The recipient's guardian;
 - (iii).** The recipient's attorney, designated representative or representative of the Office of Advocacy or the rights protection or advocacy agency;
 - (iv).** Other persons specifically aggrieved.
- E.** A grievant shall in no way be subject to disciplinary action, reprisal, including reprisal in the form of denial or termination of services, or loss of privileges or service as a result of filing a grievance.
- F. Notice**
 - (i).** Notices summarizing a recipient's right to due process in regard to grievances, including the process by which grievances may be filed, as well as copies of forms to be used for that purpose, shall be available within each program area.
 - (ii).** An employee of the mental health facility, agency or program shall inform each recipient of this right and the right to be assisted throughout the grievance procedure by a representative of his or her choice, in a manner designed to be comprehensible to the individual recipient. In instances in which the recipient does not understand English or is deaf, this information shall be delivered by an interpreter.
- G. Formal Grievances**
 - (i).** A grievance may be undertaken by a recipient, or a guardian acting on his or her behalf, making a formal written claim that provisions of these rules, the Settlement Agreement in *Bates v. Davenport* or any other applicable law or regulation have been violated by any facility, agency or program. Grievances regarding the actions of specific employees shall be handled in accordance with personnel rules and contract provisions. No disciplinary action may be taken nor facts found with regard to any alleged employee misconduct except in accordance with applicable personnel rules and labor contract provisions.
 - (ii).** Formal grievances may be appealed through three sequential levels:

1. The supervisor of the program or unit or the agency employee designated to hear grievances as applicable;
 2. For grievances arising in inpatient facilities, the Administrator of the facility; for grievances arising in the community, the Director of the Division of Mental Health; **AND**
 3. The Commissioner of the Department.
- (iii). Additional levels of grievance resolution may be added by agency or facility policy, but in no case shall such additional levels add to the overall time allotted for grievance resolution.
- (iv). At each level of the formal grievance procedure the recipient or other grievant shall have rights to the following:
1. Assistance by a representative of the recipient's own choice;
 2. Representation by the Office of Advocacy or the rights protection and advocacy agency of the Maine mental health system;
 3. Review of any information obtained in the processing of the grievance, except that which would violate the confidentiality of another person;
 4. Presentation of evidence or witnesses pertinent to the grievance;
 5. Receipt of complete findings and recommendation except those that would violate the confidentiality of another person.
- (v). An electronic or written record shall be made of all proceedings associated with formal grievances. An electronic recording shall be made of any hearing held pursuant to this section.
- (vi). In all grievances the burden of proof shall be on the agency, facility or program to show compliance, or remedial action to comply with the policies and procedures established to assure the rights of recipients under these rules.
- (vii). Findings shall include:
1. A finding of facts, consistent with the terms of the Maine Administrative Procedure Act;
 2. It determination regarding the facility, agency, program or employee adherence, or failure to adhere, to specific policies or procedures designed to assure the rights of recipients under these rules; and,
 3. Any specific remedial steps necessary to assure compliance with such policies and procedures.
- (viii). Upon appeal, all pertinent information gathered regarding a formal grievance shall be forwarded, by the person to whom the grievance was addressed, to the next responsible official.
- (ix). Steps of Formal Grievances:
1. **Level One**
 - (a) Formal grievances shall be filed first with the supervisor of the service delivery unit in which the grievance arises.
 - (b) Copies of the grievances shall be forwarded by the supervisor to the administrative head of the mental health facility or agency and, upon the request of the grievant, to the Office of Advocacy. In the case of state

operated facilities, all formal grievances shall be immediately forwarded to the Office of Advocacy.

- (c) A formal written response shall be made within five days, excluding weekends and holidays.
- (d) If the agency staff needs a longer period to investigate the circumstances of the grievance, a five day extension may be made and the grievant so notified.
- (e) If the, grievant is unsatisfied with the findings at the first level, he or she may appeal me decision to; me Chief Administrative Officer of the mental health facility or, for grievances arising in the community, the Director of the Division of Mental Health.
- (f) Such an appeal must be made within ten days, excluding weekends and holidays.
- (g) Copies of such an appeal shall be forwarded to the Office of Advocacy by the Chief Administrative Officer of the facility or the Director of the Division of Mental Health.

2. Level Two

- (a) The Chief Administrative Officer or the Director of the Division of Mental Health, as applicable, or designee shall respond to a Level Two grievance within five days, excluding weekends and holidays, of day of receipt of the appeal.
- (b) If the Chief Administrative Officer or designee needs a longer period to investigate the circumstances of the grievance, a five day extension may be made with the permission of the parties to such a grievance.
- (c) The Chief Administrative Officer or the Director of the Division of Mental Health, as applicable, or designee may, at his or her discretion, hold a hearing before an impartial hearing officer, who shall be an individual free of bias, personal or financial interest, with all parties involved.
- (d) If the grievant is dissatisfied with the finding at Level Two, he or she may appeal the decision to Level Three to the Commissioner, DHHS, Station 11, Augusta, Maine 04333. Appeals must be made within ten days, excluding weekends and holidays.

3. Level Three

- (a) The Commissioner or designee shall make a formal written reply within five days, excluding weekends and holidays.
 - (b) If no hearing was held at Level Two a hearing shall be held at Level Three.
 - (c) A five day continuance may occur if a hearing is to be held or if the parties to such a grievance concur.
 - (d) The Commissioner's or designee's finding shall constitute the final action by the Department regarding a grievance.
- (x). The decision at each level of the grievance procedure shall be final and binding unless the grievant appeals within the indicated time frames.

- H. The Commissioner's decision shall constitute final agency action, and the grievant may appeal the decision to Superior Court pursuant to the Maine Administrative Procedure Act, 5 MRSA § 11001 et seq.
- I. Under no circumstances shall the remedies requested in a grievance be denied nor shall the processing of a grievance be refused because of the availability of the complaint procedure.
- J. Exceptions:
 - (i). Grievances regarding abuse, mistreatment, or exploitation.
 - 1. Any allegation of abuse, mistreatment, or exploitation shall be immediately reported to the Office of Advocacy and to the Chief Administrative Officer of the mental health facility or agency. Any disciplinary actions or findings of fact in these instances shall be consistent with personnel rules and labor agreements.
 - 2. Investigation of any such allegation shall be conducted pursuant to statutory and regulatory standards including those relating to the Child and Family Services and Child Protection Act (22 M.R.S.A. Chapter 1071 s 4001 et seq.) and the Adult Protective Act (22 M.R.S.A. Chapter 958-A) and facility policy approved by the Department.
 - (ii). Urgent Grievances.
 - 1. Any grievance that the grievant considers urgent shall be forwarded by staff within one working day to the Chief Administrative Officer of the facility or for grievances arising in the community, to the Director of the Division of Mental Health, or designee, at Level Two, and the Office of Advocacy so notified. Such grievances must be reviewed by the Chief Administrative Officer, the Director or designee, who shall either arrange to hear the grievance - within three working days or immediately refer the grievance to Level 1 for response.
 - 2. All grievances concerning the development, substantive terms, or implementation of ISP'S or hospital treatment and discharge plans shall be considered urgent grievances.
 - (iii). Grievances Without Apparent Merit
 - 1. A grievance may be found to be without apparent merit, upon Level Two review, upon the concurrence of the Chief Administrative Office or the Director of the Division of Mental Health, as applicable, and, when the grievance relates to a state mental health institute, the representative of the Office of Advocacy
 - 2. Any decision that a grievance is without merit and the justification for that decision shall be forwarded to the grievant in writing, and shall include notice of other avenues of redress.
 - 3. Grievances without apparent merit may not be appealed administratively beyond Level Two. This dismissal constitutes final agency action for purposes of judicial review.

Chapter 16: RELEASE OF INFORMATION

Agencies must obtain a release of information to authorize their collection of program participant information and their sharing of that information. Each agency is allowed to establish their releases to different sources (ie. Landlord, case manager, Payee, DHHS, etc.), except for the HMIS release. LAA's are required to use the universal HMIS release created by the CAA (See Form F7: HMIS Release of Information). Additionally, the HMIS Privacy Notice should be referenced for more information about the data collected and participant rights (Appendix A9: HMIS Privacy Notice 2015)

Since each LAA is an independent non-profit organization they can incorporate any additional releases required by their agency.

Chapter 17: METHODS OF OPERATIONS

17.1: The Local Administering Agency (LAA)

- A.** The LAA shall be responsible for developing and working with their local community network, that may include: other agency providers, service professionals, the Department, peer service and support groups, and mental health consumers, in the maintenance and ongoing development of local service partnerships for the purpose of:
- (i).** Providing outreach to mental health consumers to alert them to the availability of services;
 - (ii).** Assessing consumer needs at the local level;
 - (iii).** Assisting consumers in locating, securing, and establishing themselves in safe and decent housing;
 - (iv).** Assisting in the arrangement and the provision of community support services;
 - (v).** Establishing and maintaining relations with local landlords, Public Housing Authorities (PHA), and property managers;
 - (vi).** Providing other services aimed at maintaining adult consumers with serious mental illness in mainstream housing in the community;
 - (vii).** Proposing modifications to the above procedures to increase access to housing options, with approval of the CAA and Department.
- B.** The LAA, after receiving an SPC application from the applicant, or service provider, shall verify the applicant's income and eligibility requirements, and submit completed applications to the CAA for authorization of the voucher to be issued/denied by the LAA or placed on the prioritization spreadsheet to be managed by the LAA.
- (i).** If approved by the CAA, the LAA shall send a letter to the applicant, informing the applicant that he/she has thirty (30) days in which to initiate the subsidy (See Appendix A1: Sample Approval Letter).
 - (ii).** If denied by the CAA, the LAA shall send a letter to the applicant stating the reason for denial and enclosing a copy of the DHHS Housing Subsidy Appeals Procedure in the decision letter (See Appendix A2: Sample Denial Letter).
 - (iii).** If the applicant is assigned to the prioritization matrix by the CAA, the LAA shall send a letter to the applicant, informing the applicant of their status (See Appendix A14: Sample Prioritization Spreadsheet Letter).
- C.** Through the guidance of the CAA the LAA shall assess applicant eligibility based on the Tenant Selection Priority List. Entry into the program shall be prioritized statewide based upon the following criteria (in the numerical order listed below):
- (i).** Chronic Homeless (as defined in Chapter 2, Section 2, "Chronic Homeless").
 - (ii).** Long-Term Stayer (as defined in Chapter 2, Section 3, "Long-Term Stayer").
 - (iii).** Literally Homeless (as defined in Chapter 2, Section 4, "Literal Homeless").
 - (iv).** Graduating from Transitional Housing (as defined in Chapter 2, Section 5, "Transitional Housing for Homeless")

- (v). Victim of Domestic Violence Situation (as defined in Chapter 2, Section 6, "Domestic Violence").
- D. If the LAA receives a written Extension request from a service provider or client, the LAA may grant up to three (3) consecutive thirty (30) day Extensions. The LAA may not grant any applicant more than one hundred and twenty (120) days to find suitable housing. Applicants who have not initiated an awarded subsidy within one hundred and twenty (120) days of program acceptance must reapply (See Section 10.1: Extensions).
- E. The LAA shall complete initial Housing Quality Standards (HQS) inspections on all units located by recipients (See Chapter 7: Housing Quality Standards), inform the landlord and/or property manager of any deficiencies and/or needed repairs, and establish a timeline for completion of repairs and/or deficiencies. The LAA shall inform the landlord and/or property manager in writing (using the "A3: Sample Inspection Letter")
- (i). The LAA shall provide each applicant with the lead paint brochure, Protect Your Family from Lead in Your Home (Appendix A11), published jointly by the United States Environmental Protection Agency, Consumer Product Safety Commission, and HUD.
- F. The LAA shall negotiate a unit price that meets HUD's 'Rent Reasonableness' test and Fair Market Rent (FMR) standards with each landlord and/or property manager (See Section 8.1: Rent Reasonableness).
- G. The LAA shall conduct an initial certification with each recipient by ensuring that the following forms are completed, and signed if necessary:
- (i). Move-In form(s) (attached as Form F13); **AND**
 - (ii). Rental Calculation and Certification Form (attached as Form F17); **AND**
 - (iii). Income Verification (according to Chapter 5); **AND**
 - (iv). Housing Quality Standard Form (attached as Form F8); **AND**
 - (v). Mandatory Release of Information Forms (according to Chapter 16); **AND**
 - (vi). Tenant Responsibility Form (attached as Form F27), with attachments distributed.
- H. The LAA shall execute a Housing Assistance Payment (HAP) Contract with each landlord/property manager (attached as Form F6).
- I. The LAA shall ensure that all SPC recipients enter into a year Lease or Rental Agreement with their landlord.
- J. The LAA shall prepare and send the Monthly Request Form to request funds from the CAA. This form shall be sent electronically and it shall be password protected. The LAA shall submit to the CAA copies of the following documents, before the CAA shall release any HAPs to the LAA:
- (i). Rent Calculation and Certification Form (Form F17) and backup documentation (according to Section 13.2: Rent Calculation Form); **AND**

- (ii). Verification of eligibility requirements via third (3rd) party (according to Chapter 3: Eligibility For Assistance); **AND**
 - (iii). Completed and Passed HQS inspection form (Form F8); **AND**
 - (iv). Other documents as may be requested by the CAA.
- K.** The LAA shall disburse monthly HAPs to landlords/property managers in accordance with the respective HAP Contract (See Form F6: HAP Contract).
- L.** The LAA shall complete interim certifications with recipients (according to Section 13.9: Interim Certification).
- M.** The LAA shall complete all annual re-certifications (according to Section 13.8: Annual Certification), by ensuring that the following forms are completed, and signed if necessary:
- (i). Rental Calculation and Certification Form (Form F17); **AND**
 - (ii). Income Verification form(s) and Housing Quality Standard form (Form F9: HQS Inspection: Short Form); **AND**
 - (iii). Mandatory Release of Information Forms signed and standard HIPAA Compliant Release of Information Forms.
 - (iv). Tenant Responsibility Form (See Form F27: Tenant Responsibility Agreement); **AND**
 - (v). Support Service Form (Form F26: Support Service Form); **AND**
 - (vi). HAP Amendment (Form F5: HAP Amendment).
- N.** When the LAA receives payments (i.e., loan, security, damage) from recipients, the LAA shall issue receipts to those recipients.
- O.** The LAA shall report to the CAA regarding all payment activities of recipients on a monthly basis.
- P.** The LAA shall process all Move-Out inspections (See Sample Form F10).
- Q.** The LAA shall process all transfers (Form F16: Portability Request Form).
- R.** The LAA shall process all Termination of Subsidy Forms and letters, as applicable (according to Chapter 14) and include a copy of the DHHS Housing Appeals Procedure (attached as Appendix A4).
- S.** The LAA shall have on staff an individual who holds a valid certificate as a Housing Quality Standards Inspector, as covered under 24 C.F.R. § 982. In addition, each LAA shall have on staff a person who holds a valid certificate from a HUD recognized training organization in one (1) or more of the following: Asset Management, Assisted Housing Real Estate Management, Property Management, or HUD Property/Asset Management.

- T. The LAA shall establish and maintain relationships with local landlords, property managers, shelters, General Assistance Offices, Social Service Providers, and Public Housing Authorities (PHAs) through phone calls, attendance at housing related meetings, outreach to shelters, warming centers, peer drop-in or recovery centers, providing ongoing contact information, implementing housing trainings to interested stakeholders and community members that provide support to individuals with a disability defined by HUD in their covered catchment area.
- U. The LAA shall provide a written response and provide a written copy of the DHHS Housing Appeals Procedure to any past, present, or pending applicant or tenant for any service requested in writing, that the LAA may turn down, reject, refuse, or deny in the administration of SPC.
- V. The LAA shall maintain open SPC files on all recipients. Denied applicants or recipients whom exited or terminated from the SPC program must have their file retained by the LAA for the greater of eight (8) years, or the time frame put forth in the LAA agency file destruction policy. If any litigation, claim, or audit is started before the expiration period, the LAA shall retain the records until all litigation, claims or audit findings involving the records have been resolved and final action taken.

17.2: The Central Administering Agency (CAA)

The CAA shall be responsible for performing the following key activities:

- A. The CAA shall inform the Department of all changes to Shelter Plus Care (SPC) forms and procedures used for the disbursement and accounting of funds, and all such changes and must be approved in writing by the Department prior to the changes being implemented.
- B. Provide training and technical assistance to all LAAs involved in the administration of rental assistance and notify all LAAs of any nationally recognized training modules that are relevant to the administration of vouchers and services.
- C. Provide consultation and assistance to LAAs on a regular basis, and as requested by the Department, to maintain compliance with local, state, and federal housing related policies, rules, regulations, and statutes (including the Fair Housing Act, as may be amended, and the Americans With Disabilities Act, as may be amended).
- D. Disburse rental subsidy funds to all LAAs on a monthly basis, provided they are in good standing and in compliance with the policies and procedures contained in the current version of the CAA Manual and the current version of the LAA Manual.
- E. Process, and approve or deny, all Reasonable Accommodation requests (according to Section 15.1: Reasonable Accommodation and the LAA Manual).

- F. Coordinate, and approve or deny, all SPC Transfers of persons currently Leased-Up from one (1) LAA to another.
- G. Comply with additional priorities and requests from the Department.
- H. Report and reconcile monthly billing to each LAA and the Department on a monthly basis on all Housing Assistance Payment (HAP) activity, as well as Census utilization; to include budget vs. actual and remaining balance.
- I. Maintain electronic database(s) of all SPC activity, including required participation in Maine's Homeless Management Information System (HMIS), to document persons served by SPC.
- J. Track and reconcile all certifications required for SPC, including all Move-Ins, Move-Outs, Unit Transfers, Annual Certifications, and Interim Certifications on a monthly basis.
- K. Conduct annual on-site program and tenant file reviews of each LAA for compliance with the LAA Manual. Within thirty (30) days of each review, the CAA shall generate a formal report to include any findings, concerns, or corrections to the LAA, with a copy to the Department. Frequency of such review visits may increase or decrease at the discretion of the CAA or Department.

17.3 Homeless Management Information System (HMIS)

To end homelessness, a community must know the scope of the problem, the characteristics of those who find themselves homeless, and understand what is working in their community and what is not. Solid data enables a community to work confidently towards their goals as they measure outputs, outcomes, and impacts.

The Homeless Management Information System (HMIS) is the information system designated by a local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. It is a locally-administered data system used to record and analyze client, service and housing data for individuals and families who are homeless or at risk of homelessness. HMIS is a valuable resource because of its capacity to integrate and un-duplicate data across projects in a community. Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at multiple levels: project, system, local, state, and national. The Annual Homeless Assessment Report (AHAR) is HUD's annual report that provides Congress with detailed data on individuals and households experiencing homelessness across the country each year. This report could not be written if communities were not able to provide HUD with reliable, aggregate data on the clients they serve.

17.4: Continuous Monitoring Process

The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 amend and reauthorize the McKinney-Vento Homelessness Assistance Act with substantial changes. These amendments include a change in HUD's definition of homelessness and chronic homelessness, along with an increase in prevention services and a greater emphasis on performance. The SPC program must operate within provisions of the CoC Program interim rule and all related regulations. The CAA is required to monitor and report project progress to Maine's CoC's and HUD. The CAA must also comply with any additional terms and conditions specified in the applicable CoC Program Notice of Funding Availability (NOFA). For each grant, the respective LAA's and the CAA must document and maintain records related to program participant eligibility and the services received by program participants in order to ensure that CoC Program funding is used in accordance with HUD requirements, grant agreements, and to document that program participants are served as intended.

The CAA has adopted continuous quality monitoring as a vital compliance tool. The CAA department has established priority areas and completes this compliance process on a monthly basis. Compliance spreadsheets are one method used for communicating results, including progress, identifying areas of risk and areas for improvement. The goal is to ensure that policies, procedures, and business processes are operating effectively. Compliance is a tool intended to support LAA's as they adapt with these program changes and maintain compliance with the Hearth Act regulations and CoC program rules.

Technology plays a central role in our continuous monitoring activities by helping to automate currently established systems, analyze patterns and derive themes, among other activities. LAA's are continuously being asked to improve the quality of the data entered into Maine's HMIS system due to the growing expectations of HUD. These emerging requirements have triggered a strong focus on technological improvements program wide. The expectation of future technological advances is to create efficiencies in existing systems, while simultaneously decreasing the administrative burdens of the LAA's.

17.6: Paperwork Compliance Policy

Paperwork and Billing oversight is one of the duties of the Central Administrative Agency. It is the responsibility of the LAA to ensure that all program requirements have been met in accordance with HUD rules and the SPC program manual. Paperwork must be entered into DHHS database and into the mandated HMIS data system. The universal data elements for these housing programs are reviewed and entered into the system by the CAA on a monthly basis. Data compliance expectations must be fulfilled for reporting, performance, contract requirements and funding purposes. LAAs will submit paperwork to be approved for program and data compliance. This will be done on a monthly basis to assure the LAA office maintains program standards. Paperwork will be sent in by the following agencies:

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

Subsidy paperwork must be received by the CAA office on the 8th of the month. Billing is received by the CAA office on or before the 8th of each month. Bills must be submitted electronically no later than the 8th of each month. If the 8th falls on a weekend, bills are due the Friday before the 8th.

Certification Paperwork consists of the following:

- A. Move-In Paperwork.
- B. Annual Paperwork.
- C. Interim Paperwork.
- D. Unit Transfer Paperwork.
- E. Gross Rent Change Paperwork.
- F. Terminations.
- G. Any missing, needed, or corrected paperwork from previous months.

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

- A. Applications where homeless documentation does not meet HUD standard.

- B.** Applications where priority verification is does not meet standards.
- C.** Initial HQS forms missing or unacceptable.
- D.** HQS re-inspection forms not submitted with one year of the previous inspection or failed for more than 30 days.
- E.** Initial rental calculation forms with missing income documents or incorrect calculations.
- F.** Annual rental calculation forms not submitted by the annual date.
- G.** Annual or interim rental calculation forms with missing income documents or incorrect calculations.

CAA staff will process and review submitted LAA paperwork. The CAA will submit any paperwork requests or discrepancies via the compliance spreadsheet. The compliance spreadsheet will be sent via email by the 25th of each month to each agency with a copy to DHHS. The compliance spreadsheet will alert each LAA of any missing or incorrect documents. This process also allows a thirty day grace period for paperwork to be submitted before there is a negative impact on the agency billing reimbursement.

Example:

February's monthly paperwork is due March 8th . However, the finalized electronic bills are due to the CAA on the 7th, as the 8th is on a non-business day (i.e. Saturday).

March 25th CAA staff will send out February's Compliance Spreadsheet. The LAA must submit missing documents on April 25th to correct February compliance sheet discrepancies.

On April 25th if February's outstanding issues are not resolved, DHHS will be notified prior to the HAP being paid for that individual to determine if the May HAP for that individual will be held until corrections are completed and forwarded to the CAA. CAA staff will send March's Compliance Spreadsheet and the LAA will have 30 days to correct those issues. Once corrections are acknowledged by the CAA the HAP may be paid on subsequent billing.

If both February and March compliance errors compound and are still not corrected, DHHS will determine if June's payment will be authorized and further corrective action may be taken if necessary as determined by DHHS.

Chapter 18: MONTHLY REQUESTS

18.1: Monthly Requests

The Monthly Request Form is used by a Local Administrative Agency (LAA) to make funding requests to the CAA at Shalom House, Inc. The Local Administrative Agency will be paid on the basis of \$60 per **occupied** unit per month. The programs allocate this fee based on acceptable monthly reporting (compliance) and monthly request invoice submissions to the Central Administrative Agent. Any incorrect SPC monthly request forms will be returned for corrections by the CAA to the LAA then resubmitted for payment. The LAA will be required to adjust and change the bill to reflect allowable charges. Due to the timeline, these issues will need to be corrected the day it is discovered. If the LAA does not return the monthly request form by the 8th of the month it will result in non-payment of the entire bill until all corrections are made and forwarded to the CAA. **Do not edit, change, delete, or alter Excel formulas, format, and fixed variables. Please do not cut and paste data enter into spreadsheet.** LAA's should only use the Monthly Request Form to enter billing data.

Section I:

Please list under the Tenant Name column all tenants for which you are requesting SPC funds for the month. All current tenants should be reported in alphabetical order. There should be one client per line for the current billing cycle in the Monthly Request Form and only for clients that are billing a full month. If a client has a partial HAP payment due to a move-in or move-out they should be entered into Section 2 as an adjustment. For each tenant, list the Dx code, unit size, number of people per unit, contract rent, SPC utility allowance (if applicable), tenant utility allowance (if applicable), SPC HAP amount, and county. Please note that apartment rent, utility allowance total, tenant rent, LAA/Admin fee, and DHHS supplement are all columns that automatically calculate.

Section II: Adjustments

Please list the names of the tenants for which there were adjustments and the month the change was effective. For each tenant, list the appropriate Change Code, Date of the Change, and the HAP ADJUSTMENTS, and list the total on the SUBTOTAL line. The Codes to be listed are as follows:

MI - Tenant Move In

MO – Tenant Move Out

AR - Annual Re-certification

TR – Tenant Transferred to/from
a different LAA

IR – Interim Re-certification

TM- Termination

Place each monthly billing adjustment for individuals on a separate line, but in succession. A full LAA ADMIN FEE may be taken for a partial month move-in. If an error is made in Section I on a previous month's bill and an adjustment is required, return the total amount billed in error in the HAP ADJUSTMENT column in Section II. On a separate line, but in succession, enter the correct HAP amount in the HAP ADJUSTMENT column. The LAA ADMIN FEE will auto fill the correct amount based on these adjustments. The DHHS ADJUSTMENT SUPPLEMENT cannot be returned when an error is corrected. When returning an incorrect HAP amount and entering the correct HAP amount in

SECTION II, leave the “County” column blank in the line with the corrected HAP amount. This will prevent another DHHS ADJUSTMENT SUPPLEMENT fee from being taken. The county must be entered for all other adjustments or the DHHS ADJUSTMENT SUPPLEMENT FEE will not be calculated.

Section III: Security Deposits & Damages

Returned security deposits, loan payments, payment plans and all other misc. requests should be listed in this section. List the names of associated individuals and applicable amount.

18.2: Administrative Fee

Administrative fees vary by grant awards determined by the competitive renewal applications. The CAA will alert the LAAs on any potential changes in percentage fees for a grant prior to the new percentage going in to effect. Once notified it is important for the LAA to make sure that the correct administrative percentage is being used on the monthly request. Currently, the percentages are highlighted in yellow at the top of each request sheet, with the exception of 5-year grants, which do not have the percentage listed at the top of the page.

SAMPLE APPROVAL LETTER

[LAA Letterhead]

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]

Thank you for your recent application for the Shelter Plus Care Program (S3C). Your application for rental subsidy was reviewed on [date] and you appear to be eligible. Please contact this office by mail or call at ###-#### to discuss the next step in the process.

If after 30 days from the date of this letter no written extension has been requested by you and approved by this office, you must re-apply for assistance.

If you have any questions regarding this notification please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

SAMPLE DENIAL LETTER

[LAA Letterhead]

[Date]

[Applicant Name]

[Applicant Address]

Dear [Applicant Name]

Thank you for your application dated _____ for the Shelter Plus Care Program (SPC). Your application for rental subsidy was reviewed on [date] and has been denied. The reason for denial is [insert reason—be specific and brief, i.e. eligibility criteria/priorities]

You have the right to appeal this decision. Should you choose to appeal this decision, you must follow the SPC Appeals Process (on the reverse side of this notice). Address the written appeal within 10 working days from the date of this letter to:

*Name of designated person in your agency other than
person (or subordinate of the person) who made the denial decision
Address*

A formal written response from this agency to your appeal must be made to you in writing within ten (10) working days from the date of receipt of your letter.

If you have any questions regarding this notification please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

Enclosure: DHHS Housing Subsidy Appeals Procedure

DHHS HOUSING APPEALS PROCEDURE

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

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the DHHS Housing appeal process:

1. The applicant or tenant makes a written request, called a Level I Appeal, to the designated BRAP/SPC representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated BRAP/SPC Representative and LAA Information:

2. Within ten (10) working days, the designated BRAP/SPC representative responds in writing to the Level I Appeal. The BRAP/SPC representative may request an extension of an additional five (5) working days, if necessary.
3. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS-Adult Mental Health Services Housing Resource Manager, 41 Anthony Ave., Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
4. The DHHS-Adult Mental Health Services Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS-Adult Mental Health Services Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
5. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
6. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
7. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS-Adult Mental Health Services.
8. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

Filing a Grievance is another option for you. If you believe there has been a possible violation of the *Rights of Recipients of Mental Health Services* you may file a Grievance by following the *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

SAMPLE INSPECTION LETTER

[Date]

[Landlord and/or Managing Agent Name]

[Landlord and/or Managing Agent Address]

Dear [Landlord and/or Managing Agent]

A Housing Quality Standard inspection was completed recently on the apartment located at [Address] where [Applicant Name] would like to reside. This inspection was conducted to determine if the unit meets the minimum standards established by the U.S. Department of Housing & Urban Development. These standards have been established to ensure that tenants who receive assistance are living in housing that is decent, and sanitary.

The inspection indicates that the unit [does/does not] meet these standards. I have enclosed a copy of the inspection for your records [and I have highlighted items that require correction. I will perform an inspection in thirty-days to ensure that necessary repairs have been completed].

If repairs have not been completed by {30 days from the initial occupancy agreement} then payment will be suspended until repairs are made.

If you should have any questions, please do not hesitate to contact me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

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[LAA Letterhead]

[Date]

[Tenant Name]

[Tenant Address]

Dear [Tenant Name]:

We are writing you today to inform you that your Shelter Plus Care Program (SPC) subsidy is being terminated effective _____. The reason for subsidy termination is:

- You have vacated your apartment without proper notice
- You have not responded for requests for information for _____
- You no longer meet the eligibility criteria because _____
- You have failed to make your payments as scheduled
- Other: [insert reason—be specific and brief: also, insert specific violation of lease and/or tenant responsibility agreement here]

As a result of this termination your current balance due to the SPC program is \$ _____, in addition to any other charges (example: damages and/or security deposit) incurred after this date. This balance will be reported to the State of Maine, Behavioral & Developmental Services and its Administering Agents.

You have the right to appeal this decision. Should you choose to appeal this decision, you must follow the SPC Appeals Process (on the reverse side of this notice). Address the written appeal within 10 working days from the date of this letter to:

*Name of designated person in your agency other than
person (or subordinate of the person) who made the denial decision
Address*

A formal written response from this agency to your appeal must be made to you in writing within ten (10) working days from the date of receipt of your letter. During the appeal process your subsidy will be continued. If the appeal decision is not in your favor you will be responsible for repayment of any previous monies owed plus all monies incurred during the appeal process.

If you have any questions regarding this notification, please do not hesitate to call me at ###-####.

Sincerely,

[signed name and date]

[printed name, title]

cc: Landlord

Enclosure: DHHS Housing Subsidy Appeals Procedure

DHHS HOUSING APPEALS PROCEDURE

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

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the DHHS Housing appeal process:

9. The applicant or tenant makes a written request, called a Level I Appeal, to the designated BRAP/SPC representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated BRAP/SPC Representative and LAA Information:

10. Within ten (10) working days, the designated BRAP/SPC representative responds in writing to the Level I Appeal. The BRAP/SPC representative may request an extension of an additional five (5) working days, if necessary.
11. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS-Adult Mental Health Services Housing Resource Manager, 41 Anthony Ave., Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
12. The DHHS-Adult Mental Health Services Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS-Adult Mental Health Services Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
13. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
14. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
15. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS-Adult Mental Health Services.
16. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

Filing a Grievance is another option for you. If you believe there has been a possible violation of the *Rights of Recipients of Mental Health Services* you may file a Grievance by following the *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.

SAMPLE 1st ANNUAL CERTIFICATION NOTICE

Date

Tenant Name

Tenant Address

Tenant Address

Dear Tenant:

The Shelter Plus Care Program (SPC) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by _____. (Insert date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information]

SAMPLE 2nd ANNUAL CERTIFICATION NOTICE

Date

Tenant Name

Tenant Address

Tenant Address

Dear Tenant:

The Shelter Plus Care Program (SPC) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

Your re-certification must be completed by the 10th of the month preceding your annual date. This means we must hear from you by _____. (Insert date)

If we do not hear from your by the date stated above we may stop your payments effective _____.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information]

SAMPLE 3rd ANNUAL CERTIFICATION NOTICE

Date

Tenant Name

Tenant Address

Tenant Address

Dear Tenant:

The Shelter Plus Care Program (SPC) requires that all recipients of subsidy have their household certified for eligibility on an annual basis. We are required to verify relevant information so that tenant rents and assistance payments (if applicable) may be recomputed.

You have ten (10) days from the date of this letter to re-certify.

If we do not hear from you by the date stated above we may stop your payments or terminate you from the program effective _____.(anniversary date)

To complete our review of your household income and family composition, you must supply me with the requested information checked below:

- Receipts or stubs for employment, unemployment, social security, supplemental security income, alimony/child support payments, etc.
- Information regarding savings and checking accounts, trusts, certificates of deposits, stocks/bonds, retirement/investment accounts, etc.

Please call me at (207) ###-#### to schedule an appointment as soon as possible. Failure to comply with this request may result in termination of your subsidy payments.

Sincerely,

Your name

Your Address

Cc: [applicable parties as permitted by releases of information]

Sample Move-Out Letter w/Appeals

Date

Address

Dear _____:

It has come to our attention that you are no longer living in the apartment we were subsidizing for you under the Shelter Plus Care Program (SPC). Since you left your apartment, you will need to contact _____ to remain eligible for SPC assistance. You will have 30 days from _____, the date we became aware you left the unit, to contact us and find another apartment.

If we do not hear from you within 30-days, your SPC subsidy will be terminated on _____ and you will have to reapply for the service in the future.

If the Security Deposit for _____ was retained by the landlord due to not giving 30 days notice, breaking the lease, damages, or unpaid rent, you will not be eligible for another Security Deposit. You will also be required to repay Shalom House for the lost Security Deposit and/or damages to _____.

Please call _____ your SPC Housing Specialist immediately, at _____.

Sincerely,

Housing Specialist

cc: caseworker

Enclosures: DHHS Appeals Procedure

DHHS HOUSING APPEALS PROCEDURE

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

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the DHHS Housing appeal process:

17. The applicant or tenant makes a written request, called a Level I Appeal, to the designated BRAP/SPC representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date of the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may be reached.

Designated BRAP/SPC Representative and LAA Information:

18. Within ten (10) working days, the designated BRAP/SPC representative responds in writing to the Level I Appeal. The BRAP/SPC representative may request an extension of an additional five (5) working days, if necessary.
19. If the Applicant or Tenant is not satisfied with the outcome of the Level I Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS-Adult Mental Health Services Housing Resource Manager, 41 Anthony Ave., Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
20. The DHHS-Adult Mental Health Services Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that he receives the appeal. The DHHS-Adult Mental Health Services Housing Resource Development Manager may request an extension of an additional five (5) working days, if necessary.
21. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS-Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Send to: Commissioner of DHHS-Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
22. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearings Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
23. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS-Adult Mental Health Services.
24. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

Filing a Grievance is another option for you. If you believe there has been a possible violation of the *Rights of Recipients of Mental Health Services* you may file a Grievance by following the *Grievance Process Guide For Recipients of Mental Health Services*. A copy of this guide is available to you upon request.



Maine Homeless Management Information System

PRIVACY NOTICE

WHAT THIS IS: When you request or receive services, we may collect basic data about you and your household that may be shared with other Maine HMIS partner agencies. We do this to better serve households and to not duplicate information. This also allows Maine HMIS partners to work together to provide services to you, members of your household, and persons and families in need.

What data is shared?

Your data includes demographic information, where you have been staying, and issues underlying homelessness. Collecting this will help us count people, and have resources for everyone who is homeless. It will also help each agency better serve people in need of assistance. The specific ways in which this agency may use your information are outlined below.

How will data be protected?

Your data is entered into a computer program that is protected by passwords and encryption technology. In addition, each agency must sign an agreement to maintain the security and confidentiality of the information. Any person or agency that violates the agreement may have their access right terminated and may be subject to further penalties. Records are protected by federal, state, and local regulations governing the confidentiality of client records and cannot be disclosed without written consent unless otherwise provided for in the regulations.

How do I benefit by providing the requested information and sharing it with other agencies?

By sharing your information with other agencies, you may receive services faster, be able to avoid being screened again, and minimize how many times you have to tell your “story.” You also help agencies document the need for services and funding. This will enhance the community’s ability to provide the most effective services and housing possible.

What are my rights?

- You can choose to forbid this agency to disclose your personal information and information of listed dependents to other collaborating Maine HMIS participating agencies. Signing a release form is completely voluntary.
- A list of collaborating Maine HMIS participating agencies is available to you upon request.

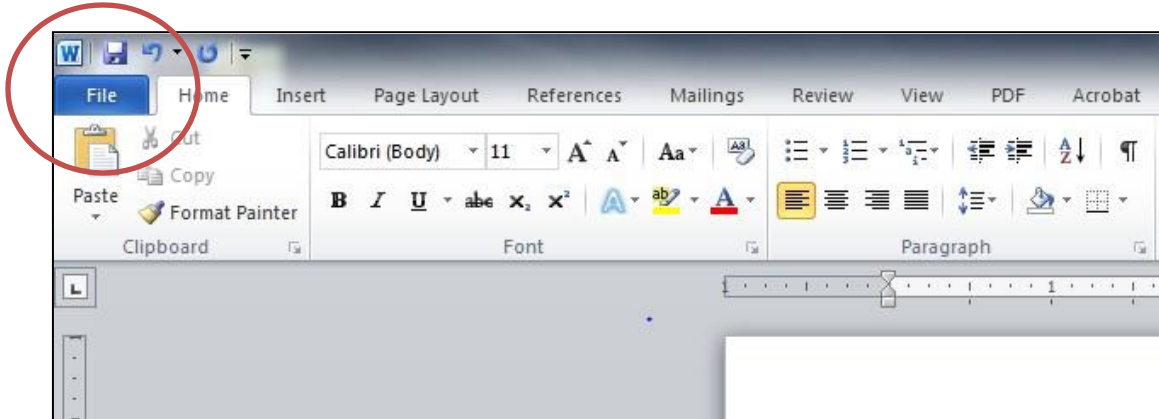
How will the data be used?

- Your information will be shared with other Maine HMIS participating organizations that agree to maintain the security and confidentiality of the information.
- Maine HMIS participating organizations using your information can conduct computer matching with other government agencies including Federal, State, Tribal, or Local Agencies.
- Data derived from your information will be used to report to funders, state agencies, and for advocacy purposes.
- Data will be used to better show the need for services and assistance in our state
- To keep required statistics for state and federal funders.
- Releasing information about you or your legal dependents could give another Maine HMIS participating agency information about where you have been served and would confirm that you have been receiving services from this agency.

How to Password Protect MS Word, Adobe PDF, and MS Excel files.

Microsoft Word 2010:

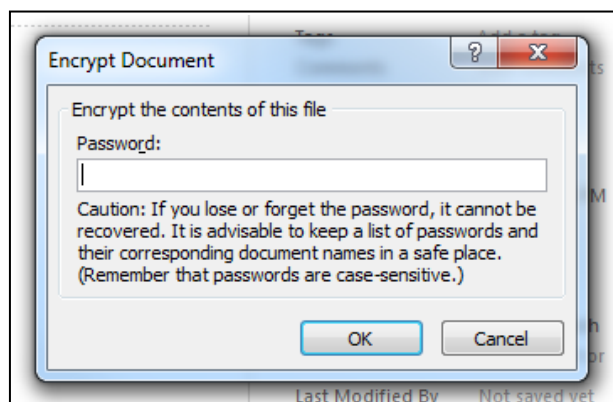
1. Select **File** in the top left corner of Microsoft Word.



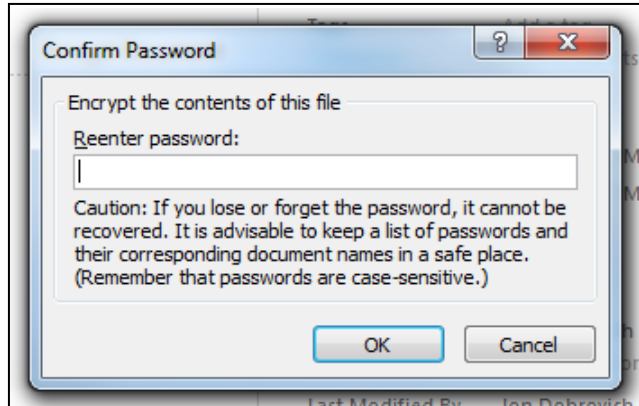
2. Under the **Info** Section, Click **Protect Document** and Select **Encrypt with Password**.



3. Enter a Password and Click **OK**.

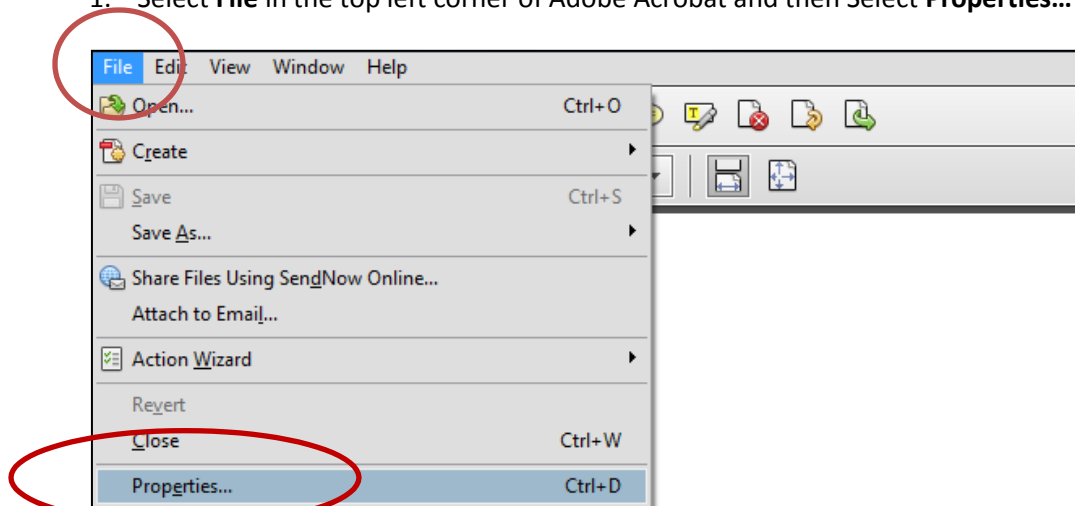


4. Reenter the Password and Click **OK**. Finally, **Save** the document.

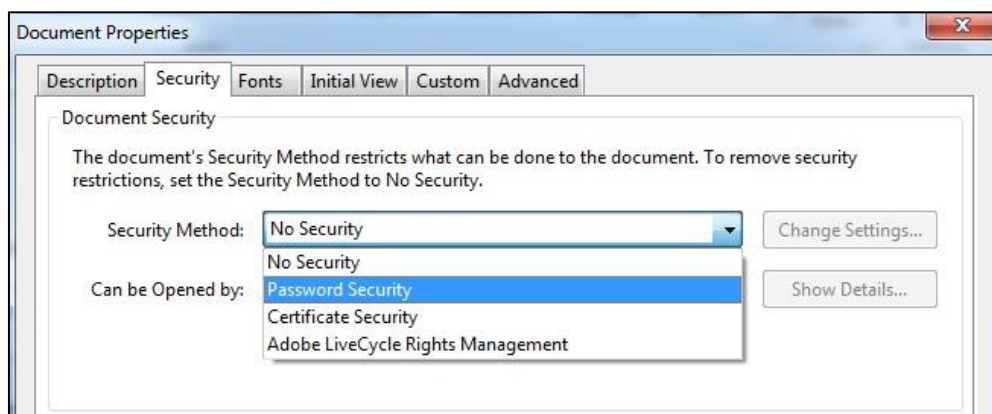


Adobe Acrobat (PDF):

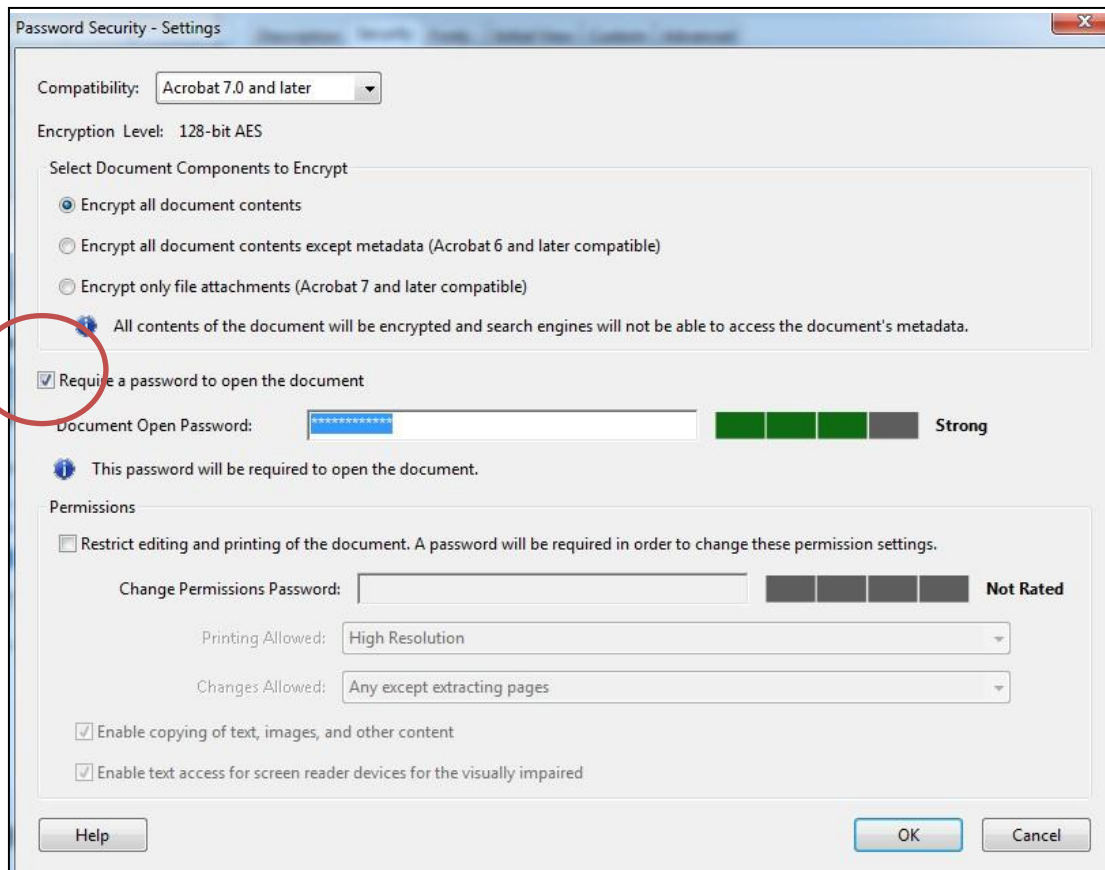
1. Select **File** in the top left corner of Adobe Acrobat and then Select **Properties...**



2. Under the **Security** tab, Select **Password Security**.



- Next, you will need to Check the box **Require a password to open document**. This will allow you to enter a password. After entering a password select **OK**.



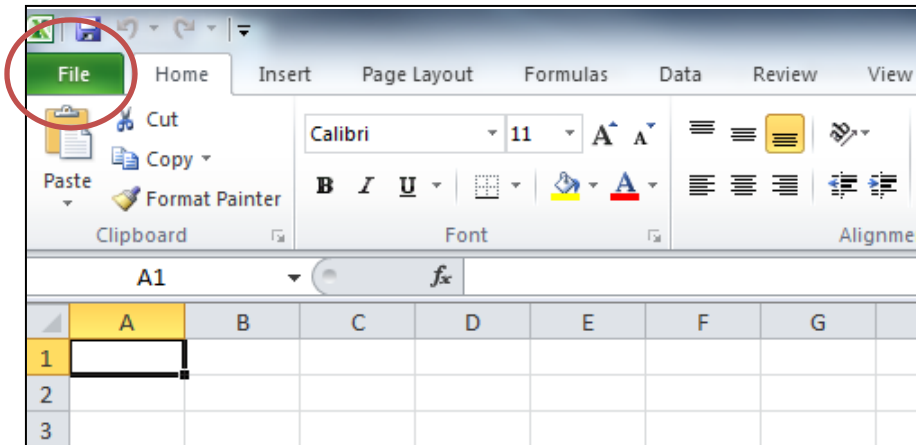
- Reenter the password and hit **OK**.



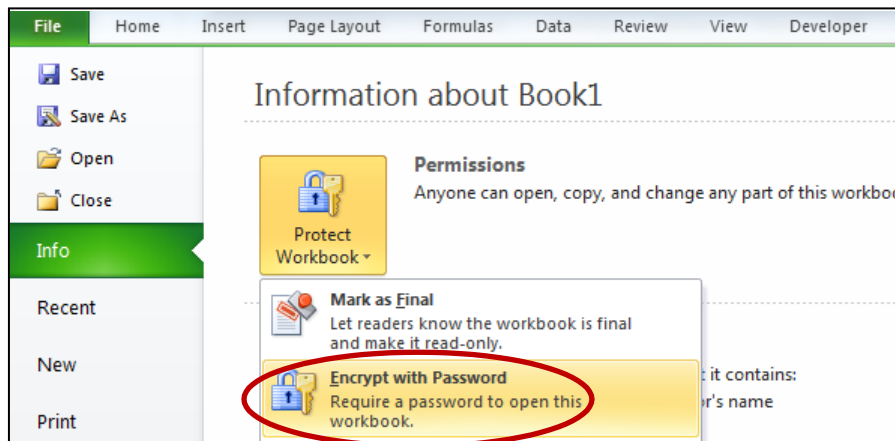
- Save** the document. Saving will apply the password.

Microsoft Excel 2010:

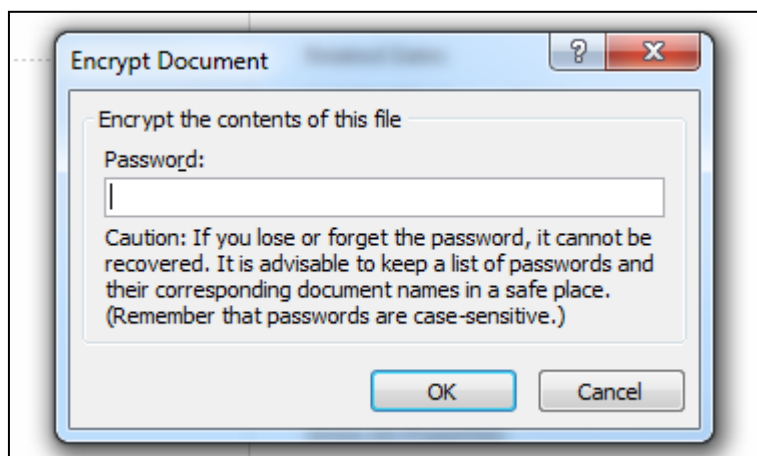
1. Select **File** in the top left corner of Microsoft Excel.

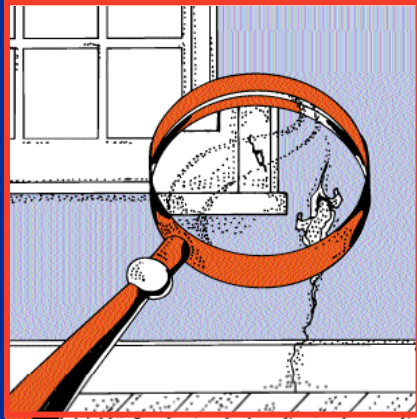


2. Under the **Info** Section, Click **Protect Document** and Select **Encrypt with Password**.



3. Enter a Password and Click **OK**. Next, Reenter the Password and Click **OK**. Finally, **Save** the document.





Protect Your Family From Lead In Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
April 1999

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead hazards.



RENOVATORS have to give you this pamphlet before starting work. (After June 1, 1999.)



IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

In the United States, about 900,000 children ages 1 to 5 have a blood-lead level above the level of concern.

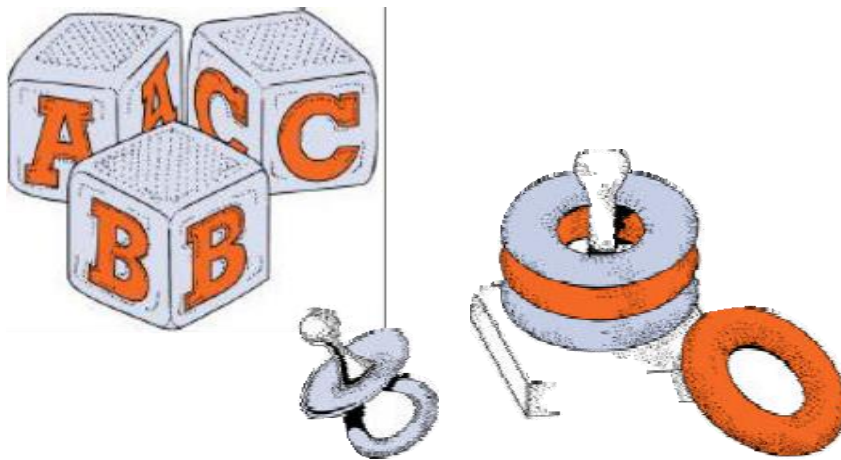
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- + Put their hands or other objects covered with lead dust in their mouths.
- + Eat paint chips or soil that contains lead.
- + Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

- + Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- + Children's growing bodies absorb more lead.
- + Children's brains and nervous systems are more sensitive to the damaging effects of lead.



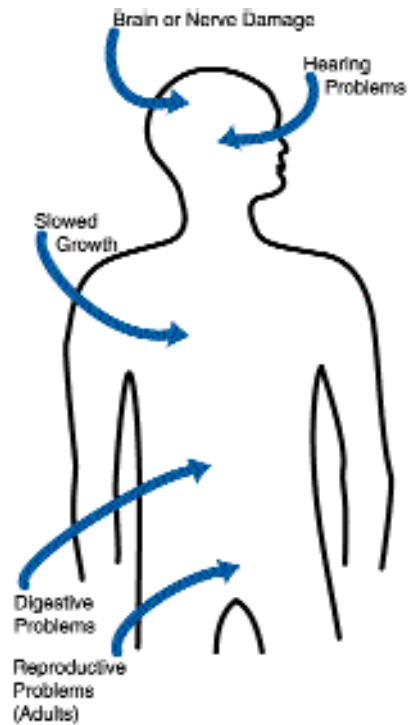
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- + Damage to the brain and nervous system
- + Behavior and learning problems (such as hyperactivity)
- + Slowed growth
- + Hearing problems
- + Headaches

Lead is also harmful to adults. Adults can suffer from:

- + Difficulties during pregnancy
- + Other reproductive problems (in both men and women)
- + High blood pressure
- + Digestive problems
- + Nerve disorders
- + Memory and concentration problems
- + Muscle and joint pain



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- + In homes in the city, country, or suburbs.
- + In apartments, single-family homes, and both private and public housing.
- + Inside and outside of the house.
- + In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- + Children at ages 1 and 2.
- + Children or other family members who have been exposed to high levels of lead.
- + Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

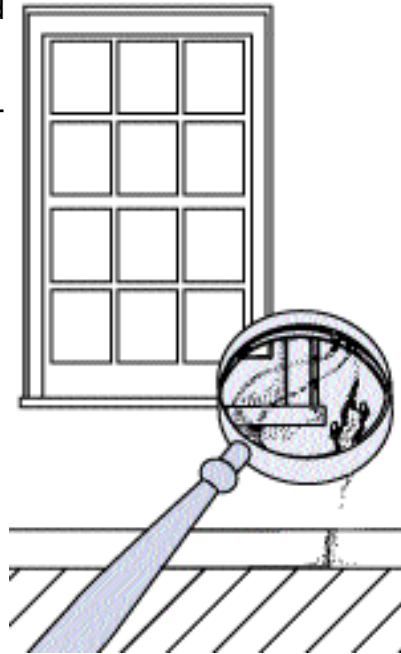
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- + Windows and window sills.
- + Doors and door frames.
- + Stairs, railings, and banisters.
- + Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 11) to find out about testing soil for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.



Checking Your Home for Lead Hazards

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home checked for lead hazards in one of two ways, or both:

- + A paint inspection tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- + A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. There are standards in place for certifying lead-based paint professionals to ensure the work is done safely, reliably, and effectively. Contact your state lead poisoning prevention program for more information. Call 1-800-424-LEAD for a list of contacts in your area.

Trained professionals use a range of methods when checking your home, including:

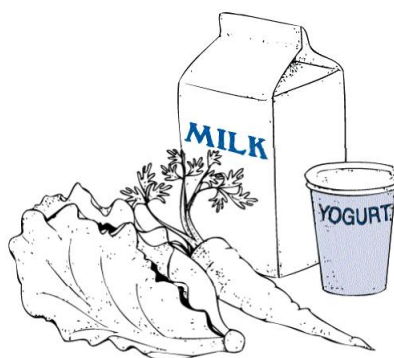
- + Visual inspection of paint condition and location.
- + A portable x-ray fluorescence (XRF) machine.
- + Lab tests of paint samples.
- + Surface dust tests.

Home test kits for lead are available, but studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

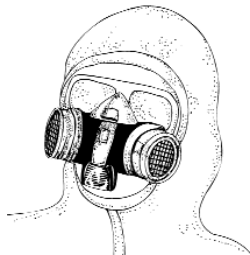
- + If you rent, notify your landlord of peeling or chipping paint.
- + Clean up paint chips immediately.
- + Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- + Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- + Wash children's hands often, especially before they eat and before nap time and bed time.
- + Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- + Keep children from chewing window sills or other painted surfaces.
- + Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- + Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



How To Significantly Reduce Lead Hazards

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- + You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- + To permanently remove lead hazards, you must hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- + Have the area tested for lead-based paint.
- + Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- + Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- + Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

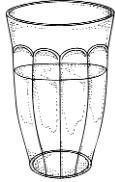
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- + Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- + The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- + Old painted toys and furniture.
- + Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- + Lead smelters or other industries that release lead into the air.
- + Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- + Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call 1-800-424-LEAD to learn how to protect children from lead poisoning and for other information on lead hazards. (Internet: www.epa.gov/lead and www.hud.gov/lea).

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 and ask for the National Lead Information Center at 1-800-424-LEAD.

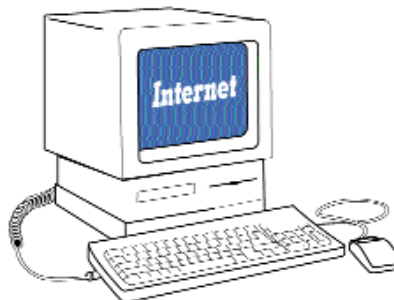


EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: www.cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.



State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for state and local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT) One
Congress Street Boston,
MA 02114-2023
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Idaho, Oregon, Washington, Alaska)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
6 World Trade Center
Vesey Street, Room 350
New York, NY 10048
(212) 466-1612

Western Regional Center
600 Harrison Street, Room 245
San Francisco, CA 94107
(415) 744-2966

Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1601
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- + Get your young children tested for lead, even if they seem healthy.
- + Wash children's hands, bottles, pacifiers, and toys often.
- + Make sure children eat healthy, low-fat foods.
- + Get your home checked for lead hazards.
- + Regularly clean floors, window sills, and other surfaces.
- + Wipe soil off shoes before entering house.
- + Talk to your landlord about fixing surfaces with peeling or chipping paint.
- + Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- + Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- + Don't try to remove lead-based paint yourself.



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14 DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION, AND
SUBSTANCE ABUSE SERVICES

193 BUREAU OF MENTAL HEALTH

Chapter 1: RIGHTS OF RECIPIENTS OF MENTAL HEALTH SERVICES

DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION
Non-Discrimination Notice

The Department of Mental Health and Mental Retardation (DMHMR) does not discriminate on the basis of disability, race, color; creed, gender, age, or national origin, in admission to, access to, or operations of its programs, services, Or activities, or its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and in accordance with the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975 and the Maine Human Rights Act.

Questions, concerns, complaints, or requests for additional information regarding the ADA may be forwarded to DMHMR's ADA Compliance Coordinator/Affirmative Action Officer, State House Station #40, Augusta, Maine 04333, 207-2874289 (v), 207-287-2000 (TTY).

Individuals who need auxiliary aids for effective communication in programs and services of DMHMR are invited to make their needs and preferences known to the ADA Compliance Coordinator/Affirmative Action Officer.

This notice is available in alternate formats by contacting the ADA Compliance Coordinator/Affirmative Action Officer.

INTRODUCTION

The 110th Maine Legislature enacted into law, 34 M.R.S.A. section 2004, now 34-B M.R.S.A. section 3003, entitled "An Act Authorizing and Directing the Bureau of Mental Health to Enhance and Protect the Rights of Recipients of Mental Health Services," that directed the Bureau to promulgate rules, under the Administrative Procedures Act, in a number of areas of patient/client rights.

The intent of the Legislature was to provide a process whereby the Division of Mental Health, as the lead administrative agency for institutional and community mental health services, would develop comprehensive rules in this complex area, taking into account clinical, social and administrative factors while promoting and safeguarding the rights of people receiving mental health services.

These rules apply to all agencies licensed by the Department of Mental Health and Mental Retardation and all public or private inpatient psychiatric institutes and units, including the state operated mental health institutions.

These rules were developed by a task force made up of consumers, providers, regulators, professionals, family members, advocates and others, with the input of citizens throughout the State.

These rules were initially promulgated on October 1, 1984, were amended October 1, 1986, October 1, 1989 and January 1, 1995.

Questions regarding the applicability or interpretation of these rules should be directed to the Director, Division of Licensing, Department of Mental Health and Mental Retardation, State House Station 40, State Office Building, Augusta, Maine 04333, Area Code (207) 287-4200 or 287-2000 (TTY).

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RIGHTS OF RECIPIENTS OF MENTAL HEALTH SERVICES

PART A

RULES OF GENERAL APPLICABILITY

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PART A. RULES OF GENERAL APPLICABILITY

I. STATEMENT OF INTENT

The purpose of these rules is to articulate the rights of recipients of mental health services so that these rights may be enhanced and protected. Mental health service recipients should suffer no loss of basic human or civil rights. Because of the exceptional circumstances under which such patients are treated, however, the exercise of some rights may require special safeguards. These rules, therefore, are intended to keep recipients' rights paramount, to assure that individual rights will be both recognized and protected during the course of service delivery, and to ensure treatment consistent with ethical and professional standards. Procedural mechanisms that exist to ensure enhancement of these rules include the licensing authority of the Department of Mental Health and Mental Retardation pursuant to 34-B M.R.S.A. § 1203-A, the grievance and complaint procedures set forth in these rules, and the Department's contracting authority.

Part A, Rules of General Applicability that apply to all recipients, regardless of the treatment setting, should be read in conjunction with either Part B (for inpatient or residential settings) or Part C (for outpatient settings).

II. DEFINITIONS

- A. Advocacy Program means the Office of Advocacy of the Department and the rights protection and advocacy agencies or other governmental agencies authorized by law to investigate grievances and protect rights.
- B. Complaint means an allegation by a person or agency charged with investigating violations of client rights or with delivering or monitoring mental health services of violation of basic rights of a recipient, including those enumerated in these rules and the Settlement Agreement in *Bates, et al. v. Davenport, et al.*, or any other applicable law or regulation.
- C. Conjoint Family Treatment Services means services jointly provided to more than one member of a family, in which all members in question are recipients.
- D. Department means Department of Mental Health and Mental Retardation.
- E. Division means the Division of Mental Health.
- F. Grievance means an allegation by a recipient of violation of basic rights, including those enumerated in these rules and the Settlement Agreement in *Bates v. Davenport* or any other applicable law or regulation.

-
- G. Individualized Support Plan (henceforth referred to as "ISP") means an approach to support planning that focuses on the development of a life plan that expresses, in the recipient's own words, his or her wants, needs and goals, as well as an action plan for meeting these goals.
- H. Mental Health Facility, Agency, or Program means any facility that provides in-patient psychiatric services and any agency or facility providing in-patient, residential or outpatient mental health services that is licensed by, funded by or has a contract with either the Department of Mental Health and Mental Retardation or the Department of Human Services.
- I. Mental Health Institute means state-operated inpatient facilities.
- J. Non-State Mental Health Institution means a public institution, a private institution or a mental health center, that is administered by an entity other than the State and that is equipped to provide in-patient care and treatment for people with mental illness.
- K. Person with long-term mental illness means a person who suffers from certain mental or emotional disorders that erode or limit the capacities of daily life. For purposes of this definition, mental and emotional disorders include organic brain syndrome, schizophrenia, recurrent depressive and manic depressive disorders, paranoid and other psychoses, plus other disorders that may become chronic. For purposes of this definition, capacities of daily life include personal hygiene and self care, self direction, interpersonal relationships, social transactions, learning, recreation and economic self-sufficiency. While persons with long-term mental illness may be at risk of institutionalization, there is no requirement that these persons are or have been residents of institutions providing mental health services.
- L. Program Area means any discrete part of a facility or agency, including any building, residential program, ward, unit or program site.
- M. Recipient means any person over age 18 receiving mental health treatment from any mental health facility, agency or program.
- N. Representative means any person who has been designated in writing by a recipient, or by his or her guardian to act to aid the recipient in upholding his or her rights under these rules. Such person shall not be a patient of an inpatient facility nor a staff person currently serving the recipient.
- O. Rights Protection and Advocacy Agency means the protection and advocacy program established by 42 U.S.C. §§ 10801 *et seq.* and described in 5 M.R.S.A. §§ 19501 *et seq.*

- P. Treatment means any activity meant to prevent, ameliorate, prevent deterioration of, or cure a recipient's mental health problem or mental illness and includes behavioral, psychological, medical, social, psychosocial and rehabilitative methods that meet usual and customary standards in the field of mental health treatment.
- Q. Treatment Team means those persons, including the recipient, who plan, carry out and review treatment.

III. BASIC RIGHTS

- A. Recipients have the same human, civil and legal rights accorded all citizens, including the right to live in a community of their choice without constraints upon their independence, except those constraints to which all citizens are subject. Recipients have the right to a humane psychological and physical environment within, the facility or program. Recipients have the right to be treated with courtesy and dignity. Recipients are at all times entitled to respect for their individuality and to recognition that their personalities, abilities, needs, and aspirations are not determinable on the basis of a psychiatric diagnosis. Recipients have the right to have their privacy assured and protected to the greatest extent possible in light of their treatment needs. Recipients shall not be incapacitated nor denied any right, benefit, privilege, franchise, license, authority or capacity of whatever nature that they would otherwise have, simply due to their status as recipients of mental health services.
- B. There shall be no limitation on the freedom of religious belief.
- C. Discrimination in the provision of services due to race, creed, sex, age, national origin, political belief or handicapping condition shall be prohibited.
- D. All basic rights shall remain intact unless specifically limited through legal proceedings, as in the case of guardianship or in an emergency or when necessary to protect the rights or safety of the recipient or others, only as outlined in specific sections of these rules.
- E. Services delivered to recipients shall be based on their identified individual needs and shall be delivered according to flexible models that accommodate changes in recipients' needs and the variations in the intensity of their needs. To the extent possible, recipients will not be required to move from one setting to another in order to receive the services appropriate to their changed needs.
- F. Recipients have the right to refuse all or some of the services offered, subject to the exceptions noted below. A person's refusal of a particular mode or course of treatment shall not per se be grounds for refusing a recipient's access to other

services that the recipient accepts. Only the following services may be imposed against a recipient's wishes:

1. Involuntary hospitalization pursuant to 34-B M.R.S.A. §§ 3863 *et seq.*;
 2. Forensic services pursuant to 15 M.R.S.A. § 101-B in a residential or hospital setting;
 3. Services permitted under applicable law in the case of a person under guardianship, upon the guardian's informed consent and within the limits of the guardian's authority;
 4. Emergency treatment in a residential or hospital setting during a psychiatric emergency, pursuant to procedures set out in these rules; or
 5. Treatment in a residential or hospital setting pursuant to the administrative hearing provisions of these rules for individuals who lack capacity to consent to services.
- G. Recipients have the right to exercise their rights pursuant to these rules without reprisal, including reprisal in the form of denial of or termination of services.
- H. Recipients with long term mental illnesses have the following additional rights, to the extent that state and community resources are available
1. The right to a service system that employs culturally normative and valued methods and settings,
 2. The right to coordination of the disparate components of the community service system;
 3. The right to individualized developmental programming that recognizes that each recipient with long-term mental illness is capable of growth or slowing of deterioration;
 4. The right to a comprehensive array of services to meet the recipient's needs; and
 5. The right to the maintenance of natural support systems, such as family and friends of recipients with long-term mental illnesses, individual, formal and informal networks of mutual and self-help.

IV. LEAST RESTRICTIVE APPROPRIATE SETTING

- A. Recipients have the right to be treated in the least restrictive appropriate setting to meet their needs.
- B. Any restrictions or limitations in an inpatient setting shall be determined and imposed pursuant to the Right to Individualized Treatment and the Right to Informed Consent to Treatment.
- C. No recipient shall be held in treatment against his or her will by policy, procedure or practice, except by order of court or by emergency hospitalization procedures.
- D. Agencies or facilities proposing persons for commitment shall first fully consider less restrictive appropriate settings and treatment modalities pursuant to 34-B M.R.S.A. § 3864(5).
- E. Involuntary hospitalization provisions shall not be utilized only as a means to accomplish admission, to obtain transportation, or for administrative reasons.

V. NOTIFICATION OF RIGHTS

- A. Recipients have the right to be notified of all rights accorded them as recipients of services, by Maine statute, these rules, the Bates v. Davenport Settlement Agreement, if applicable, and associated policies.
- B. At the time of admission or intake, or as soon afterwards as is reasonably feasible, each recipient shall be informed, to the extent possible, of his or her rights under these rules in terms that he or she understands.
 - 1. Such information shall be given by an employee of the facility or program in a manner designed to be comprehensible to the individual recipient.
 - 2. In cases where the recipient does not understand English or is deaf, the notification of right shall be conducted by an interpreter.
 - 3. If the recipient's condition at admission or intake precludes understanding of his or her rights, additional attempts to provide information about rights shall occur and be documented.
 - 4. Documentation of the results of the discussion about rights shall be noted in the recipient's permanent treatment record.
 - 5. Recipients shall be advised of their right to name a designated representative or representatives to assist them to receive notices of meetings and to participate at meetings. Recipients shall additionally be

given information regarding available advocacy and peer advocacy programs.

6. Recipients shall be further advised of their rights pursuant to these rules and the Settlement Agreement in *Bates v. Davenport*, as applicable.

C. At the time of admission or intake, each recipient shall be given a summary of these recipient rights written in plain language. In instances in which the recipient is deaf, the summary of these recipient rights will be communicated in American Sign Language.

1. Copies of the summary shall be given to:
 - a. The recipient's guardian, if any; or
 - b. In the case of any recipient without a guardian, up to three individuals, if designated by the recipient.
2. Those persons, including the recipient, given copies of summaries shall be noted in the medical record.
3. Copies of the summaries shall be conspicuously posted in all agencies, facilities, and program areas.
4. The summaries shall contain instructions for viewing these rules, the Settlement Agreement in *Bates v. Davenport*, and associated Policies developed to implement these two documents.
5. The summaries shall be made available in foreign languages or American Sign Language, if necessary.

D. At the time of the notification required above, recipients shall be notified that they, their guardians acting on their behalf, or their designated representatives may bring grievances claiming that the practices, procedures or policies of the Department, a non-State mental health institution, or any agency licensed by, funded by or under contract with the Department to provide mental health services, violate the terms of these rules, the terms of the *Bates v. Davenport* Settlement Agreement, or any other applicable law or regulation. They shall additionally be notified of the process whereby grievances may be filed and of their right to be assisted throughout the grievance procedure by a representative of their choice. In the written notice required by section V(C) above, recipients shall additionally be notified of the advocacy services available through the Department's Office of Advocacy, the rights protection and advocacy agency, peer advocates, and the Ombudsman Program established pursuant to 22 M.R.S.A. § 5112(2).

- E. Each program area shall have complete copies of these recipient rights rules, the Settlement Agreement in *Bates v. Davenport*, and associated agency policies. Each recipient shall be offered a copy of these rules. Additional copies of these documents shall be available from the Department of Mental Health and Mental Retardation, Station 40, State Office Building, Augusta, Maine 04333.
- F. The Office of Advocacy shall have copies of all statutes referenced in these rules. These statutes shall be available for review during regular working hours at the Office of Advocacy, Station 60, State Office Building, Augusta, Maine 04333.

VI. ASSISTANCE IN THE PROTECTION OF RIGHTS

- A. Recipients have the right to assistance in the protection of their rights.
- B. Recipient Representative. Each agency, facility or program shall inform all recipients of their right to name a representative, including a peer representative, to aid them in the protection of their rights. Aid may include one or more of the following activities: assistance in the formulation and processing of a grievance; participation in the informal or formal development and revision of an ISP, individualized service or treatment plan or hospital treatment and discharge plan; or any other type of representative assistance activity referenced in these rules. The provision of aid by a designated representative shall be governed by this section and by other relevant sections of these rules.
 - 1. Designation in writing. If the recipient or his or her guardian desires a representative for the recipient, the person desiring a representative for the recipient shall designate, in writing, a person to aid the recipient in upholding his or her rights.
 - 2. Time for designation. The recipient or his or her guardian may designate a representative at any time.
 - 3. Change in representative. Provision shall be made for change of representative should the recipient so desire, or if the recipient is placed under guardianship, should the guardian so desire.
 - 4. Representative's physical access. The representative shall have reasonable access to all living and program areas and to staff involved in the treatment of the recipient in order to assist the recipient in the protection of his or her rights.
 - 5. Confidentiality. The representative may obtain access to confidential information as defined under 34-B M.R.S.A. § 1207 concerning the recipient by obtaining the appropriate party's written informed consent to disclosure under Section IX of these rules.

6. Communication. A recipient shall have access, at any reasonable time, to a telephone to contact his or her representative.
7. Involvement in ISP and Service or Treatment and Discharge Planning.
 - a. The recipient representative shall be given 10 days written notice of ISP meetings unless the recipient directs that the representative not be invited. The recipient's involvement may include, without limitation, participation in service or treatment planning meetings, or discharge planning meetings. When the meeting is being convened to address an emergency notice reasonable for the circumstances shall be given.
 - b. The representative shall be notified when the recipient is determined to lack clinical capacity pursuant to Section V, Part B (Inpatient and Residential Settings) or Section IV, Part C (Outpatient Settings) of these rules.
 - c. The representative shall receive, upon the recipient's authorization, a copy of prescribed medication, dosage levels, schedules and side-effects and a copy of the aftercare plan upon the discharge of the recipient.
- C. Advocacy Programs. Each recipient shall be informed of advocacy programs available in the state. Recipients have the right to request assistance from the advocacy programs at any time. Advocacy services are available through:
 1. The Office of Advocacy of the Department, which is mandated by State law to investigate the claims and grievances of recipients of mental health services provided by the Department or facilities or agencies administered, funded or licensed by the Department and to monitor the compliance of any facility or agency administered by the Department with all laws, rules, and policies relating to the rights and dignity of service recipients.
 2. Other agencies including the rights protection and advocacy agency, and the Ombudsman program established pursuant to 22 M.R.S.A. § 5112(2).
- D. Recipients may, at their request, be represented by a private advocate. In such cases the recipient shall bear the cost, if any, of such representation.
- E. A report of complaints and grievances appealed to the Superintendent of AMHI and BMHI, the Director of the Division of Mental Health, and the Commissioner shall be compiled semi-annually and submitted to the Office of Advocacy, the Chief Administrative Officer of the agency or facility, the Office of the Master

established pursuant to the terms of the Settlement Agreement in Bates v. Davenport, and plaintiffs' counsel in that action.

VII. RIGHT TO DUE PROCESS WITH REGARD TO GRIEVANCES

- A. Recipients have the right to due process with regard to grievances.
- B. Notwithstanding any other civil or criminal recourse that the person bringing the grievance may have, the facility, agency, and/or Department shall afford every reasonable opportunity for informal resolution of concerns or formal resolution of grievances.
- C. Recipients or other persons may bring grievances regarding possible violations of basic rights, including any rights enumerated in these rules and the Settlement Agreement in Bates v. Davenport or any other applicable law or regulation; any questionable or inappropriate treatment or method of treatment; or any policy or procedure or action, or lack thereof, of the mental health agency or facility.
- D. Persons who may bring grievances include, but are not limited to:
 - 1. The recipient;
 - 2. The recipient's guardian;
 - 3. The recipient's attorney, designated representative or representative of the Office of Advocacy or the rights protection or advocacy agency;
 - 4. Other persons specifically aggrieved.
- E. A grievant shall in no way be subject to disciplinary action, reprisal, including reprisal in the form of denial or termination of services, or loss of privileges or service as a result of filing a grievance.
- F. Notice
 - 1. Notices summarizing a recipient's right to due process in regard to grievances, including the process by which grievances may be filed, as well as copies of forms to be used for that purpose, shall be available within each program area.
 - 2. An employee of the mental health facility, agency or program shall inform each recipient of this right and the right to be assisted throughout the grievance procedure by a representative of his or her choice, in a manner designed to be comprehensible to the individual recipient. In instances in

which the recipient does not understand English or is deaf, this information shall be delivered by an interpreter.

G. Formal Grievances

1. A grievance may be undertaken by a recipient, or a guardian acting on his or her behalf, making a formal written claim that provisions of these rules, the Settlement Agreement in *Bates v. Davenport* or any other applicable law or regulation have been violated by any facility, agency or program.

Grievances regarding the actions of specific employees shall be handled in accordance with personnel rules and contract provisions. No disciplinary action may be taken nor facts found with regard to any alleged employee misconduct except in accordance with applicable personnel rules and labor contract provisions.

2. Formal grievances may be appealed through three sequential levels:
 - a. The supervisor of the program or unit or the agency employee designated to hear grievances as applicable;
 - b. For grievances arising in inpatient facilities, the Administrator of the facility; for grievances arising in the community, the Director of the Division of Mental Health; and
 - c. The Commissioner of the Department.
3. Additional levels of grievance resolution may be added by agency or facility policy, but in no case shall such additional levels add to the overall time allotted for grievance resolution.
4. At each level of the formal grievance procedure the recipient or other grievant shall have rights to the following:
 - a. Assistance by a representative of the recipient's own choice;
 - b. Representation by the Office of Advocacy or the rights protection and advocacy agency of the Maine mental health system;
 - c. Review of any information obtained in the processing of the grievance, except that which would violate the confidentiality of another person;
 - d. Presentation of evidence or witnesses pertinent to the grievance;

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- e. Receipt of complete findings and recommendation except those that would violate the confidentiality of another person.
5. An electronic or written record shall be made of all proceedings associated with formal grievances. An electronic recording shall be made of any hearing held pursuant to this section.
 6. In all grievances the burden of proof shall be on the agency, facility or program to show compliance, or remedial action to comply with the policies and procedures established to assure the rights of recipients under these rules.
 7. Findings shall include:
 - a. A finding of facts, consistent with the terms of the Maine Administrative Procedure Act;
 - b. It determination regarding the facility, agency, program or employee adherence, or failure to adhere, to specific policies or procedures designed to assure the rights of recipients under these rules; and,
 - c. Any specific remedial steps necessary to assure compliance with such policies and procedures.
 8. Upon appeal, all pertinent information gathered regarding a formal grievance shall be forwarded, by the person to whom the grievance was addressed, to the next responsible official.
 9. Steps of Formal Grievances:
 - a. Level One
 - i. Formal grievances shall be filed first with the supervisor of the service delivery unit in which the grievance arises.
 - ii. Copies of the grievances shall be forwarded by the supervisor to the administrative head of the mental health facility or agency and, upon the request of the grievant, to the Office of Advocacy. In the case of state operated facilities, all formal grievances shall be immediately forwarded to the Office of Advocacy.
 - iii. A formal written response shall be made within five days, excluding weekends and holidays.

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- iv. If the agency staff needs a longer period to investigate the circumstances of the grievance, a five day extension may be made and the grievant so notified.
 - v. If du, grievant is unsatisfied with the findings at the first level, he or she may appeal me decision to to; me Chief Administrative Officer of the mental health facility or, for grievances arising in the community, the Director of the Division of Mental Health.
 - vi. Such an appeal must be made within ten days, excluding weekends and holidays.
 - vii. Copies of such an appeal shall be forwarded to the Office of Advocacy by the Chief Administrative Officer of the facility or the Director of the Division of Mental Health.
- b. Level Two
- i. The Chief Administrative Officer or the Director of the Division of Mental Health, as applicable, or designee shall respond to a Level Two grievance within five days, excluding weekends and holidays, of day of receipt of the appeal.
 - ii. If the Chief Administrative Officer or designee needs a longer period to investigate the circumstances of the grievance, a five day extension may be made with the permission of the parties to such a grievance.
 - iii. The Chief Administrative Officer or the Director of the Division of Mental Health, as applicable, or designee may, at his or her discretion, hold a hearing before an impartial hearing officer, who shall be an individual free of bias, personal or financial interest, with all parties involved.
 - iv. If the grievant is dissatisfied with the finding at Level Two, he or she may appeal the decision to Level Three to the Commissioner, Department of Mental Health and Mental Retardation, Station 40, Augusta, Maine 04333. Appeals must be made within ten days, excluding weekends and holidays.
- c. Level Three

- i. The Commissioner or designee shall make a formal written reply within five days, excluding weekends and holidays.
 - ii. If no hearing was held at Level Two a hearing shall be held at Level Three.
 - iii. A five day continuance may occur if a hearing is to be held or if the parties to such a grievance concur.
 - iv. The Commissioner's or designee's finding shall constitute the final action by the Department regarding a grievance.
10. The decision at each level of the grievance procedure shall be final and binding unless the grievant appeals within the indicated time frames.
- H. The Commissioner's decision shall constitute final agency action, and the grievant may appeal the decision to Superior Court pursuant to the Maine Administrative Procedure Act, 5 MRSA § 11001 *et seq.*
- I. Under no circumstances shall the remedies requested in a grievance be denied nor shall the processing of a grievance be refused because of the availability of the complaint procedure.
- J. Exceptions
 1. Grievances regarding abuse, mistreatment, or exploitation.
 - a. Any allegation of abuse, mistreatment, or exploitation shall be immediately reported to the Office of Advocacy and to the Chief Administrative Officer of the mental health facility or agency. Any disciplinary actions or findings of fact in these instances shall be consistent with personnel rules and labor agreements.
 - b. Investigation of any such allegation shall be conducted pursuant to statutory and regulatory standards including those relating to the Child and Family Services and Child Protection Act (22 M.R.S.A. Chapter 1071 s 4001 *et seq.*) and the Adult Protective Act (22 M.R.S.A. Chapter 958-A) and facility policy approved by the Department.
 2. Urgent Grievances.
 - a. Any grievance that the grievant considers urgent shall be forwarded by staff within one working day to the Chief Administrative Officer of the facility or for grievances arising in

the community, to the Director of the Division of Mental Health, or designee, at Level Two, and the Office of Advocacy so notified.

Such grievances must be reviewed by the Chief Administrative Officer, the Director or designee, who shall either arrange to hear the grievance -within three working days or immediately refer the grievance to Level 1 for response.

- b. All grievances concerning the development, substantive terms, or implementation of ISP'S or hospital treatment and discharge plans shall be considered urgent grievances.

3. Grievances Without Apparent Merit

- a. A grievance may be found to be without apparent merit, upon Level Two review, upon the concurrence of the Chief Administrative Office or the Director of the Division of Mental Health, as applicable, and, when the grievance relates to a state mental health institute, the representative of the Office of Advocacy.
- b. Any decision that a grievance is without merit and the justification for that decision shall be forwarded to the grievant in writing, and shall include notice of other avenues of redress.
- c. Grievances without apparent merit may not be appealed administratively beyond Level Two. This dismissal constitutes final agency action for purposes of judicial review.

VII. COMPLAINTS

- A. A written complaint may be filed by any person or agency that is charged with investigating violations of client rights or with delivering or monitoring mental health services. The complaint procedure may be used when:
 - 1. The person or agency knows or has reason to believe that the practices, procedures (including the development, substantive terms or implementation of ISP's or hospital treatment and discharge plans) or policies of the Department or of any agency licensed, funded or contracted by the Department to provide services elsewhere described in these rules, violate these rules, the terms of the Settlement Agreement in Bates v. Davenport or any other applicable law or regulation; and
 - 2. The information was obtained during the general course of the person's or agency's performance of their responsibilities.

- B. Complaints that include allegations of employee misconduct shall be processed, but no disciplinary action may be taken nor facts found with regard to the alleged misconduct except in accordance with applicable personnel rules and labor contract provisions.
- C. Complaints arising in an in-patient setting shall be addressed to the chief administrative officer of the in-patient facility, who shall forthwith refer them to the supervisor of the service delivery unit in which the complaint arose.
- D. Complaints arising in the community shall be addressed to the agency employee designated to receive complaints.
- E. A formal written response shall be made within five days of receipt by the persons listed in (C) and (D) above, excluding weekends and holidays. Upon appeal, all pertinent information gathered regarding a complaint shall be forwarded by the person to whom the complaint was addressed to the next responsible official.
- F. Decisions about complaints described in (C) above shall be appealable within five working days to the Chief Administrative Officer of the facility, who shall respond within five working days. If the person assigned to investigate a complaint needs a longer period to investigate the circumstances of the complaint, a five-day extension may be made and the complainant so notified.
- G. Decisions about complaints described in (D) above shall be appealable within five working days to the Director of the Division of Mental Health, who shall respond within five working days.
- H. Decisions resulting from appeals described in (F) and (G) above shall be appealable within five working days to the Commissioner, who shall respond within five working days. If the person assigned to investigate a complaint needs a longer period to investigate the circumstances of the complaint, a five-day extension may be made and the complainant so notified.
- I. Investigations shall be conducted at each level of the complaint and shall include, as needed, interviews, site visits, or other data collection activities. At the conclusion of each investigation, a written summary of the results of the investigation and a statement of the remedial action to be taken, if any, shall be provided to the complainant, subject to the limitations of 5 M.R.S.A. § 7070(2)(E).

IX. CONFIDENTIALITY AND ACCESS TO RECORDS

- A. Recipients have the right to confidentiality and to access to their record.

- B. All information regarding mental health care and treatment shall be confidential except as otherwise provided below.
- C. A recipient or guardian shall be notified, upon admission or intake to any mental health facility or program of:
1. What records will be kept, including any duplicate records;
 2. How the recipient may see those records;
 3. The use to which the records will be put;
 4. What will happen to the record after the recipient leaves the facility or program;
 5. How to add information to records;
 6. How to obtain copies of material in records; and
 7. The limits of confidentiality, as provided in J. below.
- D. The recipient or legal guardian shall be informed when the possibility exists that the costs of the recipient's care, treatment, education or support will be borne by a third party. That information shall indicate that clinical information may be used to substantiate charges. The recipient -or guardian may indicate that he or she will bear such costs privately rather than allow the release of information.
- E. The recipient or guardian shall have the right to written and informed consent prior to release of any information to any agency or individual, whether or not such agency or individual is directly involved in the recipient's treatment or supervision thereof, except as provided in J below. Informed consent shall include:
1. Identification of the specific information to be disclosed;
 2. Notice of the right to review mental health records upon request at any reasonable time including prior to the authorized release of such records;
 3. The name of persons or agencies to whom disclosure is to be made;
 4. The purpose to which the information is to be put;
 5. The length of time within that the information is to be disclosed not to exceed one year; and

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6. Notice of the right to revoke consent to release at any time.
- F. Recipients have the right to require written informed consent for release of case record material that discloses the recipient's identity to students when they temporarily become a part of treatment team, except when the student is involved in a professional program that has a formal relationship with the facility or agency.
 - G. All personnel of agencies or programs, including students or trainees, shall be trained regarding confidentiality and shall be held to confidentiality statutes, rules and policies.
 - H. Duplication:
 1. If the facility or agency duplicates a portion of, or the entire care record of a recipient pursuant to any exception contained in J(1)(a) through (e) below a recipient or his or her guardian shall be notified if possible, as to the purpose of such duplication.
 2. Copies of original records shall be noted as such.
 - I. Separate personalized records shall be maintained when group treatment methods are employed except that individualized recordkeeping for service or treatment shall not be required in instances in which conjoint family treatment services are provided, under the following conditions:
 1. Informed consent must be obtained to the conjoint treatment recordkeeping, pursuant to B.III., and such consent shall be documented by using a Department-approved form. This form shall be made a permanent part of the treatment record.
 2. If any family member previously revived treatment other than conjoint family treatment services at the facility, agency or program, or received conjoint family treatment services as a member of a different family group at the facility, agency or program, an extracted individualized discharge summary shall be placed in that family member's individualized record.
 3. If any family member refuses to have treatment records blended, separate records must be maintained for that family member.
 4. If any family member requests the release of his or her records subsequent to the termination of conjoint family treatment services, the facility, agency or program shall respond to this request by providing an extracted individualized discharge summary. The facility, agency or program shall not release information concerning an individual family member without that family member's written consent.

5. Nothing in these regulations shall preclude individualized recordkeeping by any program, facility or agency. Intake data, evaluations or assessments collected or performed for the purposes of determining eligibility for conjoint family treatment services are not treatment records for the purposes of this exception.
6. This exception shall be reviewed no later than December 31, 1995 to assess the impact and effect of these rules. The review shall include representatives of the Bureau of Children with Special Need, the Division of Mental Health, the Division of Licensing, the Office of Consumer Affairs, the Office of Advocacy and other interested parties as designated by the Commissioner of the Department of Mental Health and Mental Retardation.

J. Exceptions:

1. Information may be released without written informed consent, as provided by Maine statute (34-B M.R.S.A., section 1207, sub-section 1) in the following circumstances:
 - a. Disclosure may occur as necessary to carry out the statutory functions of the department or statutory hospitalization provisions. This shall include obtaining the services of an interpreter in cases in which the recipient does not speak English or is deaf.
 - b. Disclosure may be made as necessary to allow investigation by the rights protection and advocacy agency, the Office of Advocacy, or, in the following circumstances, the Department of Human Services.
 - i. Disclosure may be made to the Department of Human Services to cooperate in a child protective investigation or other child protective activity pursuant to an interdepartmental agreement promulgated as a rule by the Department of Mental Health and Mental Retardation.
 - ii. Disclosure may be made to the Adult Protective Services of the Department of Human Services in instances in which Adult Protective Services is acting as public guardian or conservator for the recipient.
 - c. Disclosure may be ordered by a court of record subject to any limitations contained within the Maine Rules of Evidence.

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- d. An oral or written statement relating to the physical condition or mental status of a recipient may be disclosed to the recipient's spouse or next of kin upon proper inquiry:
- i. Outpatient Setting. Before responding to a request for information the recipient or the recipient's guardian shall be asked whether release of confidential information is acceptable. If the recipient or his or her guardian authorizes disclosure, the information shall be disclosed in accordance with that authorization. In the instance where a recipient lacks capacity to authorize release of such information, repeated attempts shall be made to determine capacity to make such a decision and, if capacity exists, to obtain a decision. Efforts to determine capacity and the rationale for termination of such efforts shall be documented.
 - ii. Inpatient settings. The physical presence, and physical and mental condition of a recipient shall be immediately disclosed to a recipient's spouse or next of kin upon proper inquiry.
- e. Disclosure may be allowed of biographical or medical information concerning the recipient to commercial or governmental insurers of any other corporation, association or agency from which the Department or licensee of the Department may receive reimbursement for the care, treatment, education, training or support of the recipient. Such disclosure may be made only after determination by the Chief Administrative Officer of the facility or designee that the information to be disclosed is necessary and appropriate.
- f. Disclosure of information, including recorded or transcribed diagnostic or therapeutic interviews concerning any recipient may be allowed in connection with any educational or training program established between a public hospital and any college, university, hospital, psychiatric counseling clinic or school of nursing, provided that in the disclosure or use of any such information as part of a course of instruction or training the recipient's identity shall remain undisclosed. Such disclosure shall be conducted according to uniform standards consistent with deidentification.
- g. Disclosure may be made to persons involved in statistical compilation or research conducted in compliance with these rules pursuant to Section XV. In the case of such disclosure records shall not be removed from the facility and reports shall preserve the anonymity of the recipient. Data that do not identify the

recipient, or coded data, may be removed from the facility, provided the key to such code shall remain at the facility.

2. Information regarding the status and medical care of a recipient may be released by a professional, upon inquiry by law enforcement officials or treatment personnel, if an emergency situation exists regarding the recipient's health or safety.
3. Confidentiality may be violated if there is clear and substantial reason to believe that there is imminent danger of serious physical harm inflicted by the recipient on him or herself or upon another. Information regarding such danger or harm shall be immediately given to supervisory personnel or clinical mental health professionals who, if they concur in the assessment of imminent danger, shall notify civil authorities and any specific person threatened by direct harm.
4. A licensed mental health professional providing care and treatment to an adult recipient may provide to certain family members or other persons, in accordance with rules promulgated pursuant to 34-B M.R.S.A., section 1207, sub-section 5, information regarding diagnosis, admission to or discharge from a treatment facility, the name of any medication prescribed, side effects of that medication, the likely consequences of failure of the recipient to take the prescribed medication, treatment plans and goals, and behavioral strategies.

K. Recipient Access to Records

1. The recipient or the recipient's guardian has the right to review the recipient's record at any reasonable time upon request, including prior to its authorized release. Such records shall be made available within three working days of such request.
2. Review of the care record shall occur under the supervision of a designee of the Chief Administrative Officer of the facility or program.
3. In cases where there exists a reasonable concern of possible harmful effect to the recipient if the review of the record occurs, the Clinical Director or designee shall supervise the review.
 - a. In cases where access of the guardian to the recipient's record would create documented imminent danger to the physical or mental well being of the recipient, the professional may refuse to disclose a portion of or the entire record to the recipient or guardian.

- b. Written documentation shall be placed in the recipient's record in the event that access to the record or any portion of it is denied based on the above and the reasons for denial.
4. In cases where a recipient is unable to review the record at the program site, a certified copy of the record shall be forwarded to a professional, designated by the recipient, in the recipient's area, who shall supervise review of the record.
5. In cases where the record is at the program site, a certified copy of the record shall be forwarded to a professional, designated by the recipient in the recipient's area, who shall supervise review of the record.
6. In cases where the recipient after review of his or her record, requests copies of the record, or parts of the record, such copies shall be made available to the recipient at the actual cost of reproduction.
7. A recipient may add written material to his or her record in order to clarify information that he or she feels is false, inaccurate or incomplete.
8. Material that was obtained from another individual or facility through assurance of confidentiality shall not be available to the recipient in reviewing his or her record. A summary description of that material shall be provided to the recipient, and the recipient shall be informed regarding the process of gaining access to that material and shall be offered aid in securing appropriate release of information.

X. FAIR COMPENSATION FOR WORK

- A. Recipients have the right to be paid a fair wage for work done.
 1. Each individual or agency subject to the provisions of these regulations shall pay at least the minimum wage to each recipient who performs work regardless of level of performance, regardless of whether the work is considered therapeutic, and regardless of whether the recipient replaces or would replace a non-recipient worker.
 2. Agencies shall compensate any recipient performing any work that is similar or identical to that performed by a non-recipient employee at the rate at which the non-recipient employee is compensated.
- B. For purposes of this section, the following definitions shall apply:
 1. Work shall mean any work having consequential economic benefit to the mental health agency, including but not limited to sheltered workshop

employment programs, or any activity involved in the care, maintenance, and operation of the mental health agency.

2. Work shall not mean those tasks performed by each recipient for his or her own basic care or hygiene or upkeep of personal living space.
 3. Federal law shall mean the Fair Labor Standards Act that sets national labor standards.
 4. Minimum wage shall mean that hourly rate of pay established by the United States Congress or by the State of Maine, whichever is higher, as the legal minimum.
- C. Agencies shall not directly or indirectly compel a recipient to perform any work, or punish any recipient for declining to perform work. Agencies shall not make any privilege or agency service conditional upon a recipient's agreement to perform work or withdraw a recipient's privileges or services because of that recipient's failure to perform work.
- D. Agencies shall not discriminate in the hiring of agency staff. Any recipient is eligible to apply for and occupy, if qualified, any job classification.
- E. Exceptions:
1. Agencies and service providers subjected to these regulations may pay a sub-minimum wage to a recipient who performs work after proper certification has been made by the United States Department of Labor under Handicapped Worker provisions contained in federal law.
 2. Payment for work shall not be required when a recipient is a participant in an independent living program that requires a fair division of labor among all participants, including community-based psychosocial clubs and transitional living facilities, or in community-based transitional employment programs.

XI. PROTECTION DURING EXPERIMENTATION AND RESEARCH

- A. Recipients have the right to refuse to participate in experimentation and research without loss of services.
- B. All participation in experimentation and research shall be voluntary with full written informed consent, except as provided in these rules.
- C. A recipient's refusal to participate in a research project or an experimental activity shall not be cause for denying the provision of indicated services to that recipient.

D. Definitions

1. Experimentation and research
 - a. Experimentation and research means the use of any medical, behavioral, or environmental intervention involving practices not commonly accepted by the discipline involved.
 - b. Experimental drug use means:
 - i. the use of any Food and Drug Administration non-approved drug.
2. Informed consent means the agreement obtained from a subject, or from his or her authorized representative, to participate in an activity. Informed consent requires that subjects understand the purpose, benefits and risks of research in which they are asked to participate and are given the opportunity to consent to, reject, or withdraw from participation without penalty.
3. Minimal risk means that the risk of harm anticipated in the proposed research or experimentation is not greater, considering probability and magnitude, than that ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tasks.
4. Board means the Research and Experimentation Review Board.

E. Research and Experimentation Review Board Membership

1. A Research and Experimentation Review Board selected by the administrative head of the particular facility or agency, shall have at least five members with varying backgrounds, in order to promote complete and adequate review of research and experimental activities proposed for consideration.
2. The Board shall be sufficiently qualified, through the experience and expertise of its members and the diversity of the members' backgrounds, to promote respect for its advice and counsel in safeguarding the rights and welfare of human subjects.
3. In addition to possessing the professional competence necessary to review such activities, the Board shall be able to ascertain the acceptability of proposed research or experimentation in terms of institutional commitments, regulations, applicable law, and standards of professional conduct and practice.

4. The Board shall consist of interdisciplinary members of both sexes including at least one member whose primary concerns are in non-scientific areas, such as law, ethics or theology, at least one member who is not otherwise affiliated with the institution or agency proposing the research or experimentation and at least one member who is a peer of the research subject.
5. No Board member may participate in the Board's initial or continuing review of any project in which the member has a conflicting interest, except to provide information requested by the Board.
6. At the Board's discretion, individuals with competence in special areas may be invited to assist in the review of complex issues that require expertise beyond or in addition to that available on the Board. These individuals may not vote.

F. General Procedures

1. All experimentation and research shall commence only after review and approval by the Research and Experimentation Review Board.
2. The Research and Experimentation Review Board shall have the authority to approve, require modifications in, or disapprove, any proposed research or experimentation activities.
3. The Office of Advocacy shall be informed of any proposed experimentation or research involving more than minimal risk.
4. The Board shall maintain adequate documentation of its activities.
5. The Board shall provide written notification of its approval or disapproval of the proposed research or experimentation activity, or of any modifications required to secure research and experimentation review board approval of any activity in question.
6. If the Board decides to disapprove a research or experimentation activity, it shall include, in its written notification, a statement of the reasons for its decision and give the investigator an opportunity to respond in person or in writing.
7. Investigators and others directly involved in the research or experimentation shall, both in obtaining the consent and in conducting research, adhere to the ethical and research standards of their respective professions concerning Use conduct of research or experimentation and to the regulations for research involving human subjects required by the U.S.

Department of Health and Human Services in effect at the time of the adoption of these rules.

8. Researchers must report substantial changes or unanticipated problems immediately to the Chairperson of the Board.
 9. The Board shall conduct continuing review of research covered by these regulations at intervals appropriate to the degree of risk, but not less than once a year, and shall have authority to observe or have a third party observe the consent process and research.
 10. The Board shall have the authority to suspend or terminate approval of research that is not being conducted in accordance with the Board's requirements, these rules, or that has been associated with unexpected harm to subjects. Any suspension or termination of approval shall include a statement of the reasons for the Board's action and shall be reported promptly to the investigation, appropriate institutional officials, and the secretary of the Department of Health and Human Services as required by federal regulations.
 11. Upon completion of the research and/or experimentation procedures the principal investigator shall attempt to remove any confusion, stress, physical discomfort, or other harmful consequences that may have been inadvertently produced as a result of the research or experimentation procedures.
- G. Criteria for Board Approval of Research and Experimentation. In order to approve research covered by these regulations the Board shall determine that all of the following requirements are satisfied:
1. Risks to subjects are minimized by using procedures that are consistent with sound research or experimentation design and that do not unnecessarily expose subjects to risk, by confidentiality protocols consistent with other record keeping and, wherever appropriate, by using procedures already being performed on the subject for diagnostic or treatment purposes.
 2. Risks to subjects are reasonable in relationship to anticipated benefits to subjects. In evaluating risks and benefits, the Board shall consider only those risks and benefits that may result from the research and experimentation, as distinguished from the risks and benefits of therapy these subjects would receive in not participating in the research, or possible long-range benefits of applying knowledge gained in the research.

3. Selection of subjects is equitable, taking into account the purposes of the research and the setting in which the research will be conducted.
4. Informed consent is sought and appropriately documented in accordance with these rules.
5. The research or experimentation plan makes adequate provisions for monitoring the data collected or the activities allowed to ensure the safety and confidentiality of the subjects.
6. There are adequate provisions to protect the privacy of subjects and to maintain the confidentiality of data.
7. Where some or all of the subjects are likely to be vulnerable to coercion or undue influence, appropriate additional safeguards have been included in the project to protect the rights and welfare of these subjects.

H. Special Procedures; Exceptions to Informed Consent

1. Research involving the Need for Non-disclosure
 - a. If the research or experimentation methodology requires that the purpose, nature, expected outcome and/or implications of the research not be disclosed to the participants before it begins, the researcher shall clearly and vigorously justify to the Research and Experimentation Review Board the need for non-disclosure.
 - b. The Board may approve research or experimentation procedures that do not include, or that alter, some or all of the elements of informed consent set forth in these rules, or waive the requirements to obtain informed consent provided the Board finds and documents that:
 - i. the research involves no more than minimal risks to the subjects;
 - ii. the waiver or alteration will not adversely affect the rights and welfare of the subjects;
 - iii. the research or experimentation could not practicably be carried out without the waiver or alteration; and
 - iv. whenever appropriate, the subjects will be provided with full disclosure or additional pertinent information after the research or experimentation project is completed.

2. Research Involving Archival Review, Statistical Compilation or Record Review.
 - a. Research that is limited to archival review, statistical compilation or record review may be carried out pursuant to Title 34-B, MRSA, section 1207(2). Such research may be carried out without informed consent provided that:
 - i. the research is reviewed and approved by a Research and Experimentation Review Board;
 - ii. all data involved in said research shall not be identifiable as to individual recipients of services;
 - iii. the research plan shall be submitted to, and approved by, the head of the mental health facility or his or her designee.
3. Research Involving Persons Unable to-Give Informed Consent, and Involuntary Recipients.
 - a. No experimentation or research involving more than minimal risks shall be conducted with persons unable to give informed consent, or involuntary patients unless:
 - i. the experimentation or research poses a clearly expected benefit to the individual recipient involved; and
 - ii. the experimentation or research has been reviewed and approved by the Research and Experimentation Review Board.
 - b. In the case of recipients adjudicated incapacitated, consent must be obtained from the recipient's legal guardian, and such consent must be reviewed by the Office of Advocacy and the rights protection and advocacy agency.
4. Utilization of Approved Food and Drug Administration Drugs for unlabeled uses.
 - a. Any use of drugs approved by the Food and Drug Administration, when applied in an unlabeled manner shall receive prior approval from the Clinical Director or his or her designee.

I. Applicability

1. Questions regarding the applicability of this section to specific recipients or activities shall be referred in writing to the Chairperson of the Research & Experimentation Board who shall determine applicability.
2. Where disagreement continues to exist, questions may be presented through the Grievance Procedure, Section VI.
3. In issues regarding professional standards, referral of the question may be made to the appropriate national professional standards committee whose decision shall be final and binding.

RIGHTS OF RECIPIENTS OF MENTAL HEALTH SERVICES

PART B

RIGHTS IN INPATIENT AND RESIDENTIAL SETTINGS

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PART B. RIGHTS IN INPATIENT AND RESIDENTIAL SETTINGS

I. STATEMENT OF INTENT:

These rules [Part B] are applicable to all inpatient psychiatric units and hospitals and to all residential facilities providing mental health treatment to recipients. Individualized support planning for recipients in residential settings shall be governed by Section C.III, Individualized Support Planning Process.

Part B should be read in conjunction with Part A, Rules of General Applicability.

II. PRIVACY AND HUMANE TREATMENT ENVIRONMENT

- A. Recipients have the right to a humane psychological and physical environment within the treatment facility.
- B. Each recipient has the right to be treated with courtesy and with full respect for his or her individuality and dignity, and to recognition that his or her personality, needs and aspirations are not determinable on the basis of a psychiatric diagnosis.
- C. Recipients have the right to have their privacy assured and protected and to preserve the basic rhythm of their lives to the greatest extent possible in light of their treatment needs.
- D. The treatment facility shall be designed to afford recipients comfort and safety, shall promote dignity and independence and shall be designed to make a positive contribution to the efficient attainment of treatment goals.
- E. Each inpatient or residential facility shall provide at least:
 - 1. nutritious food in adequate quantities;
 - 2. access to or provision of adequate professional medical care;
 - 3. a level of sanitation, ventilation and light that meets health standards;
 - 4. a reasonable amount of space per person in sleeping areas;
 - 5. a reasonable opportunity for physical exercise and recreation, including access to outdoor activities;
 - 6. an area for private conversation with other recipients and family and friends; if all designated areas are in use, staff shall make other reasonable arrangements to assure the recipient's and visitor's comfort and privacy;

7. an area for private telephone conversations;
 8. areas that assure privacy for personal hygiene, counseling and physical examinations;
 9. a secure and accessible storage area of adequate size to accommodate the recipient's personal belongings;
 10. opportunities for appropriate involvement in community activities, subject to the requirements of Section III, Individualized Treatment and Discharge Plan in Inpatient Settings;
 11. common areas with space and equipment sufficient to permit patients comfortably to socialize, relax, or engage in leisure time activity. To reduce the chance that recipients engaged in activities will intrude upon others not similarly engaged, such areas shall be equipped so that intrinsically incompatible activities are not performed in the same areas; and
 12. schedule of available therapeutic, rehabilitative and recreational activities to each recipient. The schedule shall be updated monthly or more frequently as necessary.
- F. Recipients have the right to be free from abuse, exploitation, or neglect.
1. Recipients shall not be subjected to humiliation or verbal abuse.
 2. Recipients shall not be subjected, to physical abuse, and corporal punishment is expressly prohibited.
 3. Recipients shall not be subjected to exploitation or neglect.
 4. Any allegation of abuse, exploitation or neglect shall be immediately reported to the Chief Administrator of the facility or agency, to the Office of Advocacy and, in the case of an adult recipient who does not have mental retardation, to the Department of Human Services pursuant to the Adult Protective Act (22 M.R.S.A. Chapter 958-A).
- G. Simple, understandable written rules setting the limits of recipients' behavior required for the protection of the group and individuals shall be established and made known to the recipients.

H. Personal Property

1. Except as provided below, recipients have the right to retain and use personal property.
 2. The use of personal property may be limited or items held in safekeeping only when the number or use of such items infringes upon the rights of other recipients, or poses a safety risk.
 3. Each recipient shall have the right to manage his or her own personal financial affairs. A recipient's funds and access to funds shall not be limited unless:
 - a. the restrictions are a part of a plan of treatment pursuant to informed consent to treatment;
 - b. a conservator, guardian or representative payee has been appointed;
 - c. court ordered restrictions exist
 - d. the restriction is to safeguard a recipient's assets during the initiation and pendency of any protective proceedings.
 4. Any limitation on personal property or financial affairs shall be documented by a physician and receipts or all money or material held in safekeeping shall be given to the recipient or his or her guardian.
 5. The facility or agency shall bear responsibility for any money or material held in safekeeping.
- I. Every recipient has the right to be free from unnecessary searches of the person, of personal space or of common areas. A search shall only be conducted when staff have a reasonable belief that misappropriated articles are present or that certain items that would endanger the health or safety of a particular recipient or other recipients are present. Every search and the reasons therefor shall be documented.

III. INDIVIDUALIZED TREATMENT AND DISCHARGE PLAN IN INPATIENT SETTINGS

- A. Recipients admitted to a State psychiatric facility or community psychiatric facility or unit have the right to treatment according to a written individualized treatment and discharge plan that shall be incorporated into the recipient's ISP as a discrete sub-part.

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- B. Treatment and discharge plans shall be based upon consideration of the recipient's housing, financial, social, recreational, transportation, vocational, educational, general health, dental, emotional, and psychiatric and/or psychological strengths and needs as well as his or her potential need for crisis intervention and resolution services following discharge. Assessments shall be conducted by hospital personnel with appropriate credentials. These assessments shall be updated as frequently as changed circumstances may require, but no less frequently than the standards of the individual professional discipline dictate in order to assure that the information is current and reliable. The treatment and discharge plan shall include a description of the manner of delivery of each service to be provided. The manner of delivery shall be one that maximizes the recipient's strengths, independence and integration into the community. The names of the service providers and their performance expectations will be included in the plan.
- C. The plan shall be developed by an inter-disciplinary team that includes the recipient and hospital staff representing the disciplines of social work, psychiatry, psychology, and nursing, except that in community hospitals and units, psychology will be represented when clinically indicated. Other hospital personnel, and other individuals from the community with whom the recipient has authorized the exchange of information and who are needed to assure that the recipient's needs are adequately assessed and that appropriate recommendations are made, shall be included on the team. One of the hospital staff team members shall be designated as a recipient's team coordinator.
- D. The team coordinator or designee shall notify the recipient of all treatment and discharge planning meetings and invite and actively encourage the recipient to attend. If a recipient does not attend the meeting, the team coordinator or designee shall relay the recipient's views on issues to other members of the team. A recipient's guardian, if any, shall also be notified of all treatment and discharge planning meetings and shall be invited to attend. The recipient may invite other persons to his or her treatment and discharge planning meeting, and the team coordinator or designee shall encourage him or her to do so. Notices required by this paragraph shall be given by the team coordinator or designee at least two days in advance of the meeting date, with the following exception: When a meeting is being convened to address an emergency, or is called to formulate a preliminary or initial treatment and discharge plan, notice reasonable for the circumstances shall be required.
- E. All recipients shall have a preliminary treatment and discharge plan developed within three working days of admission and a treatment and discharge plan within seven days thereafter. This plan shall be reviewed and revised as frequently as necessary, but in no case less frequently than within 30 days of development, every 60 days thereafter for the first year, and every 90 days thereafter.

- F. Complete histories shall be obtained from the recipient, community service providers, and to the extent possible, from other individuals in the community as authorized by the recipient or guardian. Upon learning that a recipient has had a prior psychiatric hospitalization, the team coordinator or designee shall request the recipient's consent to the release of the records of that hospitalization to the inpatient facility where the recipient is currently hospitalized. If consent is given, the team coordinator shall, within two working days, send for copies of the records. These records shall be reviewed upon arrival and, to the extent of their relevance, shall be considered in the review of the recipient's treatment and discharge plan.
- G. In addition to the foregoing requirements, the treatment and discharge plan shall be based upon a comprehensive assessment of the recipient, and shall meet the following standards:
1. Goals that must be met in order for the recipient to meet discharge criteria shall be clearly noted.
 2. At each review, the team shall assess whether the recipient may be safely discharged.
 3. The treatment and discharge plan shall include a description of any physical handicap and any accommodations necessary to provide the same or equal services and benefits as those afforded non-disabled individuals.
 4. A description of short-term and long-range treatment goals, with a projection of when such goals will be obtained;
 5. A statement of the rationale or reason for utilizing a particular form of treatment will be included;
 6. A specification of treatment responsibility, including both staff and recipient responsibility and involvement to attain treatment goals will be noted;
 7. Criteria for discharge or release to a less restrictive treatment setting will be included; and
 8. Documentation of current discharge planning will be included.

H. Limitations

1. Such a plan must describe any limitation of rights or liberties. Such a limitation shall be based upon professional judgment and may include a determination that the recipient is a danger to him or herself or to others absent such limitation. Any limitation shall meet criteria outlined Or the limitation ha other sections of these rules.
2. When any limitation is included, the treatment and discharge plan shall address the specific limitation, and the restriction shall be subject to periodic review. When possible, the limitation shall be time specific.
3. Whenever possible specific treatment shall be developed to address the basis of the limitation.
4. Documentation regarding the limitation shall include documentation as per H.1. through 3. above and shall include specific criteria for removal of the limitation.

I. A copy of the treatment and discharge plan shall be offered to each recipient, to a guardian, if any, and to a recipient's representative if confidentiality has been waived pursuant to Section A.IX.

J. All facilities or agencies shall maintain specific written guidelines describing their practices concerning development of treatment and discharge plans.

K. Discharge or termination

1. Each recipient has the right to be informed of and referred to appropriate resources upon discharge or termination from a facility or program.
2. Each recipient has the right to a treatment and discharge plan and to assisted referral to existing resources in such areas as transportation, housing, residential support services, crisis intervention and resolution services, vocational opportunities and training, family support, recreational/social/vocational opportunities, financial assistance, and treatment options. Recommendations made in treatment and discharge plans shall not require the facility or department to provide recommended goods or service.
3. Upon a recipient's discharge from. an inpatient facility, the facility shall provide each recipient with a written list of his or her prescribed medication, dosage levels, schedules, and side-effects. A copy of the medication list and the aftercare plan shall be sera to the recipient's guardian and to the recipient's representative upon the recipient's request.

4. Notification

- a. The recipient's representative, with the permission of the recipient, and the recipient's guardian, shall be notified of and, if the representative, or guardian is available, involved in any treatment and discharge planning. Involvement may include, but need not be limited to, participation in any discharge planning meeting. Invited persons who cannot attend shall be notified that they may submit information in writing for consideration at the meeting.
- b. The recipient's guardian shall be given prior notification of the recipient's discharge from an inpatient facility, if possible. Upon the recipient's request, his or her representative shall be notified, if possible. At least twenty-four hour notice shall be given in planned discharges, if possible. In the case of other discharges, the notice shall be given as quickly as possible. Good faith efforts shall be made to notify guardians or representatives, and such efforts shall be documented.
- c. A family member designated by the recipient shall, if possible, receive notification of the recipient's discharge from inpatient facilities, pursuant to subsection 4(b) above. The recipient shall be informed prior to the notification.

L. Exceptions

1. A recipient may choose not to be involved in developing his or her treatment and discharge plan and may refuse treatment and discharge planning or services. All such cases shall be documented in the recipient's permanent treatment record.
2. A guardian shall be actively involved in the treatment and discharge planning, to the maximum extent possible. A public guardian has an affirmative duty to be fully and actively involved in treatment discussions and discharge planning.

IV. INDIVIDUALIZED TREATMENT OR SERVICE PLAN IN RESIDENTIAL SETTINGS

- A. Recipients have the right to an individualized treatment or service plan. For recipients who have an ISP, the ISP process will provide the foundation of the development of the treatment or service plan.
- B. Treatment or service plans shall, in instances in which the recipient has an ISP, be based upon the life plan, needs, targets and action plans developed in the ISP process. Treatment or service plans shall be based upon an individualized

assessment of the recipient's housing, financial, social, recreational, transportation, vocational, educational, general health, dental, emotional, and psychiatric and/or psychological strengths and needs as well as their potential need for crisis intervention and resolution services. Each facility or agency shall fully consider the least restrictive appropriate treatment and related services taking into account factors that are supportive of each recipient's exercise of his or her basic rights, consistent with each individual's strengths, needs and treatment requirements, pursuant to this section and sections III and IV of these rules. Such considerations shall include accommodation of particular needs involving communication and physical accessibility to all treatment programs.

- C. The recipient or guardian, shall be fully and actively involved in the development or revision of the treatment or service plan. Upon the request of the recipient, the recipient's representative or family members designated by, the recipient shall be included in the development or revision of the treatment or service plan. Each agency program or facility shall give 10 days' notice of any treatment or service planning meetings, to the recipient's guardian, and designated representatives. If the meeting is being convened to address an emergency, notice reasonable for the circumstances shall be required. Invited persons shall be notified that if they are unable to attend a treatment or service planning meeting, they may submit information in writing for consideration at the meeting.
- D. Treatment or service plans shall be developed within 20 days of initiation of service and shall thereafter be reviewed and revised no less frequently than every 90 days. Plans may be reviewed more frequently as necessary to address substantial changes in a recipient's life, such as hospitalization.
- E. Treatment or service plans shall be developed by a team consisting of the recipient and others among whom the recipient has authorized the exchange of information and who are needed to ensure that the recipient's needs are adequately assessed and that appropriate recommendations are made, based upon a comprehensive assessment of the recipient. The plan shall contain but need not be limited to:
 - 1. A statement of the recipient's specific strengths and needs. The treatment or service plan should include a description of any physical handicap and any accommodations necessary to provide the same or equal services and benefits as those afforded non-disabled individuals.
 - 2. A description of services to assist the recipient in meeting identified needs. Goals shall be written for each service. Short-range objectives shall be stated such that their achievement leads to the attainment of overall goals. Objectives shall be stated in terms that allow objective measurement of progress and that the recipient, to the maximum extent possible both understands and adopts.

3. In description of services based on the actual needs as expressed or approved by the recipient rather than on what services are currently available. If at the time of the meeting, team members know on the basis of reliable information that the needed services are unavailable, they shall note them as "unmet service needs" on the treatment or service plan and develop an interim plan based upon available services that meet, as nearly as possible, the actual needs of the recipient.
 4. A description of the manner of delivery of each service to be provided. The manner of delivery shall be one that maximizes the recipient's strengths, independence and integration into the community.
 5. A statement of the rationale or reason for utilizing the described treatment or services to meet such goals;
 6. A specification of treatment or service responsibility, including both staff and recipient responsibility and involvement to attain treatment or service goals; and
 7. Documentation of current discharge planning.
- F. Within one week of the meeting, the recipient shall be offered a written copy of the treatment or service plan. The recipient shall also be notified by means he or she shall most likely understand, of the process to pursue, up to and including the right to file a grievance if he or she disagrees with any aspect of the plan or the assessments upon which the plan is based, or is later dissatisfied with the plan's implementation.
- G. Limitations
1. Such a plan must describe any limitation of rights or liberties. Such a limitation shall be based upon professional judgment and may include a determination that the recipient is a danger to him or herself or to others absent such limitation. Any limitation shall meet criteria outlined for the limitation in other sections of these rules.
 2. When any limitation occurs, the treatment plan shall address the specific limitation, and the restriction shall be subject to periodic review. When possible, the limitation shall be time specific.
 3. Whenever possible specific treatment shall be developed to address the basis of the limitation.
 4. Documentation regarding the limitation shall include documentation as per G.1., 2. and 3. above and shall include specific criteria for removal of the limitation.

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- H. A copy of the treatment or service plan shall also be offered to the recipient's guardian, if any, and to recipient's representative, if confidentiality has been waived.
- I. All agencies shall maintain specific written guidelines describing their practices concerning development of treatment or service plans.
- J. Recipients who have had a community support worker assigned to them have the right to a variety of appropriate services from the community support worker, including the following, when pertinent to meeting a recipient's need for services:
1. assistance in locating services;
 2. continuing monitoring of the services provided;
 3. notification of ISP meetings and coordination of the ISP;
 4. participation in the recipient's hospital discharge planning meeting; and
 5. assistance in the exploration of lesser restrictive alternatives to hospitalization.
- K. Discharge
1. Each recipient has the right to be referred to appropriate resources prior to discharge from a program.
 2. Each recipient has the right to a comprehensive discharge plan and to assisted referral to existing resources in such areas such as transportation, housing, financial assistance, and mental health treatment. Recommendations made in discharge plans shall not require the agency or department to provide recommended goods or service.
 3. Notification
 - a. The recipient's representative, upon request of the recipient and the recipient's guardian, shall be notified of and, if the representative, or guardian is available, involved in any discharge planning. Involvement may include, but not be limited to, participation in a discharge planning meeting.
- L. Exceptions

1. No treatment or service plan is required for recipients who solely received informal social support and recreation in drop-in mental health programs or social clubs.
2. A recipient may choose not to be involved in developing his or her treatment or service plan and may refuse planning.
3. A legally responsible guardian shall be actively involved in treatment or service planning, to the maximum extent possible. A public guardian has an affirmative duty to be fully and actively involved in treatment or service planning.

V. INFORMED CONSENT TO TREATMENT

- A. Right to informed consent. Recipients have the right to informed consent for all treatment.
- B. Statement of purpose. This rule has the following purposes:
 1. To promote respect for individual autonomy and recipient participation in decision-making;
 2. To ensure that, whenever possible, the informed consent of a recipient is obtained prior to treatment;
 3. To avoid, whenever possible, forcible imposition of any treatment;
 4. To provide reasonable standards and procedural mechanisms for determining when to treat a recipient absent his or her informed consent, consistent with applicable law; and
 5. To ensure that the recipient is fully protected against the unwarranted exercise of the state's *parens patriae* power.
- C. Treatment of recipients. All recipients with unimpaired capacity have the right to consent to or to refuse treatment absent an emergency. Treatment may be provided to a recipient only when:
 1. Informed consent for the treatment has been obtained from the recipient; or
 2. The recipient has been judged by a court of competent jurisdiction to lack capacity to give informed consent to the particular treatment, and the informed consent of the recipient's guardian has been obtained; or

3. The recipient has been found to lack clinical capacity to give informed consent to the particular treatment pursuant to subsections D and E of this rule and:
 - a. in the case of an inpatient recipient willing to comply with treatment, approval of the treatment is being processed in a timely fashion or has been obtained in accordance with subsection E(2) of this rule; or
 - b. in the case of a recipient willing to comply with treatment in a residential facility or program, the provisions of E(3) have been followed; or
 - c. in the case of an involuntary inpatient recipient unwilling to consent to treatment, treatment may be provided in accordance with the procedures and standards provided in subsection F of this section; or
 4. An emergency exists, as defined in subsection H of this rule, and the emergency procedures required by sub-section H are observed.
- D. Informed consent to treatment. Informed consent to treatment is obtained only where the recipient possesses capacity to make a reasoned decision regarding the treatment, the recipient or the recipient's guardian is provided with adequate information concerning the treatment, and the recipient or guardian makes a voluntary choice in favor of the treatment. Informed consent must be documented in each case in accordance with this section.
1. Capacity. Capacity means sufficient understanding to comprehend the information outlined in section (D(2)) and to make a responsible decision concerning a particular treatment. Recipients are legally presumed to possess capacity to give informed consent to treatment unless the recipient has been judged by a court of competent jurisdiction to lack capacity generally, or to lack capacity to give informed consent to a particular treatment.
 2. Adequate information. The licensed, certified or other qualified mental health professional recommending a particular treatment shall provide to the recipient, or guardian, all information relevant to the formulation of a reasoned decision concerning such treatment.

The recipient shall have the right to have a person of his or her choice present during the presentation of this information, provided that the nominee can be available within 48 hours, or within such other reasonable period as may be agreed upon; and the recipient, or guardian, shall be informed of this right. The information may be provided orally, in sign

language or in writing, shall be communicated in terms designed to be comprehensible to a lay person, and shall include, without limitation:

- a. An assessment of the recipient's condition and needs, including the specific signs, symptoms or behaviors that any proposed medication is intended to relieve;
 - b. The nature of the proposed treatment, and a statement of the reasons why the professional believes it to be indicated in the recipient's case;
 - c. The expected benefits of the treatment, and the known risks that it entails, including precautions, contraindications, and potential adverse effects of any proposed medication;
 - d. The anticipated duration of the treatment;
 - e. A statement of reasonable alternatives to the proposed treatment, if any;
 - f. Information as to where the recipient may obtain answers to further questions concerning the treatment; and
 - g. A clear statement that the recipient has the right to give or withhold consent to the proposed treatment.
3. Voluntary choice. Consent to treatment must be given willingly in all cases, and may not be obtained through coercion or deception. Special care shall be taken to assure that consent is voluntary where the recipient's status as an involuntary inpatient militates against truly voluntary consent.

A recipient or guardian's initial refusal of treatment shall not preclude renewed attempts to obtain the recipient's willing consent; and a recipient's initial willing consent shall not preclude the recipient from validly withdrawing such consent at any time before or during treatment.

4. Documentation. The informed consent of a recipient or his or her guardian to a particular treatment shall be documented to show:
- a. From whom consent is obtained, whether recipient or guardian;
 - b. If consent is given by the recipient, a signed statement that the recipient possesses capacity to give informed consent;
 - c. That adequate information, including at a minimum all the elements listed in section D(2) of this rule, was provided;

- d. The signature of the recipient or, where applicable, the signature of a guardian, indicating consent. In residential programs, a signature is necessary for psychotropic medication treatment only.
- e. Exceptions to Written Consent

In cases of unanticipated treatment needs, the informed consent of a guardian may be obtained by telephone, but that oral consent shall be confirmed in writing in accordance with this section as soon as practicable.

E. Recipients with clinical incapacity.

1. Administrative finding. Where a licensed, certified or other qualified mental health professional recommending a particular treatment determines that, in his or her opinion, a recipient not having a guardian lacks clinical capacity to give informed consent to the treatment under subsection D, he or she shall, by means of a written statement to that effect, refer the recipient to a physician or licensed clinical psychologist not directly responsible for the recipient's treatment for an examination in regard to capacity. The physician or clinical psychologist to whom the recipient is referred shall conduct the examination, and shall make a documented finding that the recipient either possesses or lacks clinical capacity to give informed consent to the particular treatment.
 - a. Finding of capacity. Where the recipient is found to possess capacity to consent to treatment by the physician or licensed clinical psychologist, he shall be referred back to the licensed, certified or other qualified mental health professional recommending the treatment for the processing of his or her informed consent to or refusal of such treatment.
 - b. Finding of clinical incapacity. Where the recipient is found to lack clinical capacity to consent to treatment by the physician or licensed clinical psychologist, he shall be referred back to the licensed, certified or other qualified mental health professional recommending the treatment for a documented determination as to whether the recipient, notwithstanding lack of clinical capacity, is willing to comply with or refuses the proposed treatment

Such determination must be based upon the provision to the recipient of adequate information as required by subsection D(2) of this rule.

If an inpatient recipient is willing to comply with treatment, the procedure outlined in subsection E(2) shall be followed. If a recipient in a residential program is willing to comply with treatment, the procedure outlined in subsection E(3) shall be followed. If any recipient refuses treatment, the procedure outlined in subsection E(4) and, in the case of inpatient recipients, if applicable, subsection (F) shall be followed.

- c. Notice. Where the recipient is found to lack clinical capacity pursuant to this section, the licensed, certified or other qualified mental health professional recommending the treatment shall notify the following persons of such finding:
 - i. the Office of Advocacy and the rights protection and advocacy agency of the Maine mental health system;
 - ii. the recipient's next of kin, if the recipient does not object;
 - iii. the recipient's designated representative, if the recipient has waived his or her confidentiality with respect to such representative; and
 - iv. the head of the mental health facility.

Such notice shall include a copy of the documented administrative finding, and shall state that the recipient has been found to lack clinical capacity to give informed consent to a particular treatment; that notwithstanding such finding, the recipient may refuse treatment; and that in the case of involuntary, inpatient recipients, treatment shall not be administered unless authorized by a hearing officer following an administrative hearing held in accordance with subsection F of this rule.

2. Inpatient recipients with clinical incapacity, compliant. This subsection shall apply where it is determined pursuant to subsection E(1)(b) above that an inpatient recipient with clinical incapacity is willing to comply with the proposed treatment. In such case:
 - a. Treatment may be authorized by the licensed, certified or other qualified mental health professional for a period not to exceed 72 hours. Treatment may continue beyond such period only if approval of the head of the mental health facility is obtained prior to treatment in accordance with subsection E(2)(c) below. The professional shall document:

- i. the nature of the proposed treatment, including expected benefits, Known risks and any alternatives and a statement of the reasons why he believes the treatment to be a necessary part of the recipient's treatment plan;
- ii. that the recipient lacks clinical capacity pursuant to the provisions of section E(1) above; and
- iii. that the recipient is willing to comply with the proposed treatment.

Such documentation shall be immediately forwarded to the Clinical Director of a mental health institute or his or her equivalent in any other mental health facility and to the resident advocate in a state mental health institute.

- b. Within 48 hours of any authorization to treat under section E(2)(a) above, the Clinical Director or his or her equivalent shall review the documentation required by that section and shall make a written report to the head of the mental health facility as to whether or not, in his or her opinion
 - i. the recommendation of the proposed treatment is based on an adequately substantiated exercise of professional judgment;
 - ii. the proposed treatment is the least intrusive appropriate treatment available under the circumstances; and shall include a brief statement of the reasons for his or her opinion. A copy of such report shall be immediately forwarded to the resident advocate in a state mental health institute.
- c. If the Clinical Director or his or her equivalent reports an affirmative opinion as to both elements set forth in section E(2)(b)(i) and (ii) above, the head of the mental health facility may, following due consideration of the circumstances of the particular case, approve treatment on behalf of the recipient. Such approval shall authorize administration Of the proposed treatment to the recipient for a period not to exceed sixty days. The recipient shall be monitored throughout such period for any change in regard to capacity, and at the latest upon expiration of such period, the recipient shall be re-examined in accordance with section E(1) above

- d. If the Clinical Director or his or her equivalent reports a negative opinion as to either element set forth in sections E(2)(b)(i) and (ii) above, the head of the mental health facility shall not approve treatment, and treatment shall not be continued beyond the 72 hour period authorized in accordance with section E(2)(a) above until informed consent for treatment can be obtained from a legal decision-maker.
3. Recipients in residential settings with clinical incapacity, compliant. This subsection shall apply where it is determined pursuant to subsection (E)(1)(b) that an recipient in a residential setting with clinical incapacity is willing to comply with the proposed treatment. In such case treatment may be provided only if:
 - a. Protective proceedings are initiated in accordance with law; and
 - b. A licensed, certified or other qualified mental health professional follows the procedures outlined in sub section (D) and, where applicable, subsection (E) on at least an annual basis.
4. Recipients with clinical incapacity, refusing. This subsection shall apply where it is determined pursuant to subsection E(1)(b) above that a recipient with clinical incapacity is refusing the proposed treatment
 - a. Alternative treatment meeting. The licensed, certified or other qualified mental health professional recommending the treatment and a representative of the treatment team shall meet with the recipient to explore the reasons for the recipient's refusal and to discuss any appropriate alternatives to the proposed treatment that may be available and that may include behavioral, psychological, medical, social, psychosocial or rehabilitative treatment methods.

The purpose of the meeting shall be to elaborate in an informal setting an alternative treatment that is both professionally justified and acceptable to the recipient. If agreement can be reached as to an alternative treatment, review by the Clinical Director or equivalent and approval by the head of the mental health facility, if appropriate, of such treatment shall be processed in accordance with subsection E(2) or E(3) above.
 - b. Voluntary or outpatient recipient, no agreement. Where no agreement can be reached as to an alternative treatment, and the recipient is a voluntary recipient at an inpatient facility or a recipient at an outpatient facility, the licensed, certified or other qualified mental health professional recommending the proposed treatment shall report in writing to the head of the facility

concerning the outcome of the meeting held pursuant to subsection E(4)(a) above.

The head of the inpatient or residential facility or designee may discharge a voluntary recipient from the facility. Any such discharge shall be made in accordance with the section III, subsection J and section IV, subsection K of this part.

- c. Involuntary recipient, no agreement: request for hearing. Where no agreement can be reached as to an alternative treatment in the case of a recipient who is an involuntary recipient at an inpatient facility and the licensed, certified or other qualified mental health professional recommending the proposed treatment continues to believe, in the exercise of his or her professional judgment, that the proposed treatment would be in the recipient's best interest, either the professional or the recipient may request that an administrative hearing be held for the purpose of deciding whether or not treatment may be administered, in accordance with subsection F of this rule. Such request shall be directed to the head of the mental health facility.

F. Administrative hearing.

1. When afforded an administrative hearing for the purpose of deciding whether or not a proposed treatment may be administered shall be afforded in all cases where each of the following conditions is met:
 - a. Where an involuntary recipient at an inpatient facility lacks clinical capacity pursuant to subsection E(1) of this rule; and
 - b. Where it has been determined that the recipient is refusing a proposed treatment pursuant to subsection E(1)(b) of this rule; and
 - c. Where no agreement as to an alternative treatment has been reached following a meeting held pursuant to subsection E(4)(a) of this rule; and
 - d. Where the licensed, certified or other qualified mental health professional recommending the proposed treatment continues to believe, in the exercise of his or her professional judgment, that the proposed treatment would be in the recipient's best interest pursuant to subsection E(4)(c) of this rule; and
 - e. Where the licensed, certified or other qualified mental health professional recommending the proposed treatment or the recipient

requests an administrative hearing pursuant to subsection E(4)(c) of this rule.

2. Time frame. An administrative hearing shall be held as soon as possible but in no event later than 10 working days from the date of the request. On motion by any party, the hearing may be continued for cause for a period not to exceed 10 additional working days.
3. Notice. Upon receipt of a request for an administrative hearing pursuant to subsection E(4)(c) of this rule, the head of a mental health facility or his or her designee shall provide adequate and timely notice of such request and of the date set for hearing at least 5 working days prior to the date set for hearing to:
 - a. the recipient;
 - b. the recipient's attorney, if any;
 - c. one person designated by the recipient; and
 - d. the Clinical Director of a mental health institute or his or her equivalent in any other mental health facility.
4. Parties. The mental health facility and the recipient shall be parties to the administrative hearing, and shall have the right to call and cross-examine witnesses and introduce relevant evidence.
5. Right to counsel. The recipient shall have the right to be represented by counsel at the administrative hearing. Upon receipt of a request for hearing pursuant to subsection E(4)(c) of this rule, the head of the mental health facility or designee shall inform the recipient of his or her right to counsel, and ascertain whether the recipient is already represented by counsel, or specifically desires to employ his or her own counsel. If the recipient is not already represented, does not specifically desire to employ his or her own counsel, and does not explicitly refuse representation by appointed counsel, the head of the mental health facility or designee shall appoint counsel to represent the recipient. The Bureau shall maintain a list of attorneys from which such appointed counsel shall be selected. In cases where the recipient is not represented by counsel and refuses representation by appointed counsel, the head of the mental health facility or designee shall request that a representative of the rights protection and advocacy agency of the Maine mental health system contact the recipient in an effort to arrange to represent the recipient. If the recipient refuses such representation, the representative of the rights protection and advocacy agency shall nevertheless attend the hearing as an observer.

6. Medical Records. The recipient shall have access, upon request, to his or her medical records to, prepare for the hearing within one working day of his or her request.
7. Hearing officer. An independent hearing officer shall preside at the administrative hearing.
8. Informal setting; mediation.
 - a. The hearing shall be conducted in an informal setting and atmosphere.
 - b. The hearing officer shall open the hearing by exploring with the parties the reasons why they were unable to agree to an alternative treatment pursuant to subsection E(3)(a) of this rule and shall attempt to mediate a solution. Where no mediated solution is reached, the hearing officer shall proceed with the hearing in accordance with subsections F(9) - (11) below.
9. Burden on facility. The hearing officer shall authorize treatment of the recipient over his or her objection and absent his or her informed consent only if the recipient fails to make the affirmative showing under subsection 10 below and the facility is able to make a clear and convincing showing on each of the following four factors:
 - a. That the recipient lacks capacity to make a decision in regard to the particular treatment as outlined in subsection D of these rules. For purposes of this showing, the administrative finding of clinical incapacity made pursuant to subsection E(1) of this rule is not conclusive; and the recipient's refusal of treatment is not evidence of incapacity; AND
 - b. That the proposed treatment is based on an adequately substantiated exercise of professional judgment; AND
 - c. That the benefits of the proposed treatment outweigh the risks and possible side-effects; AND
 - d. That the proposed treatment is the least intrusive appropriate treatment available under the circumstances.
10. Affirmative showing by recipient. The hearing officer shall not authorize treatment of the recipient over his or her objection and absent his or her informed consent if the recipient affirmatively shows that, if he possessed capacity, he would have refused the proposed treatment on religious

grounds or on the basis of other previously expressed personal convictions or beliefs.

11. Decision

a. Ruling

i. Denial of treatment

Where the facility fails to carry DM burden as required by subsection F(9) above in any respect, or where the recipient makes the affirmative showing pursuant to subsection F(10), the hearing officer shall rule that the proposed treatment shall not be administered to the recipient.

ii. Approval of treatment

Where the facility carries its burden in all respects, and the recipient fails to make the affirmative showing pursuant to subsection F(10), the hearing officer shall rule that the proposed treatment shall be administered to the recipient in the exercise of the state's *parens patriae* power.

b. The hearing officer may announce his or her decision at the conclusion of the hearing and shall, in any event, issue a written decision detailing his or her conclusions and reasoning within 3 working days of the hearing.

c. If the hearing officer decides that treatment may be administered, treatment may begin one full working day after the decision is announced, unless stayed by order of court. The hearing officer's decision shall be effective for a period not to exceed sixty days from the date on which treatment is begun. The recipient shall be monitored throughout such period for any change in regard to capacity, and, at the latest, upon expiration of such period, the recipient shall be re-examined in accordance with subsection E(1) of this rule.

d. The hearing officer's decision shall constitute final agency action and may be appealed to Superior Court pursuant to the Maine Administrative Procedure Act, 5 M.R.S.A. § 11001 *et seq.* If the issue of incapacity of the recipient is raised on appeal, the Superior Court may conduct a hearing *de novo* on such issue.

- e. An electronic recording of the hearing shall be made, and an accurate transcription thereof shall constitute the administrative record for purposes of an appeal.
 - f. The hearing shall be confidential and no report of the proceedings may be released to the public or press, except by permission of the recipient, his or her counsel and with the approval of the presiding hearing officer.
- G. Notice: protective proceedings. In all cases where an administrative finding of clinical incapacity is made, the head of the mental health facility shall be notified immediately. If treatment is authorized for a 60-day period pursuant to subsection E(2) (c) or subsection F(11) of this rule, the head of the mental health facility or designee shall, within such 60-day period, notify the family, public guardian or other appropriate party of the potential need for protective proceedings. No renewal of treatment pursuant to subsections E(2)(c) or F(11) shall be authorized unless and until the notice required by this subsection has been given and documented.
- H. Emergency treatment
- 1. Definition. An emergency is defined as a situation where, as a result of a recipient's behavior due to mental illness, there exists a risk of imminent bodily injury to the recipient or to others.
 - 2. Declaration of emergency. A licensed physician [or physician extender] may declare an emergency when he reasonably believes an emergency exists as defined in subsection G(1) above, and when
 - a. A recognized form of treatment is required immediately to ensure the physical safety of the recipient or of others; and
 - b. No-one legally entitled to consent on the recipient's behalf is available; and
 - c. A reasonable person concerned for the physical safety of the recipient or of others would consent under the circumstances.
 - 3. At no time may a physician or physician extender declare an emergency merely because the recipient refuses treatment.
 - 4. Documentation. When an emergency is declared, documentation of the emergency shall be immediately entered into the recipient's permanent treatment record and, if declared by a physician extender, endorsed within 24 hours by the physician. Such documentation by the physician or physician extender shall include the following:

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- a. A description of the behaviors that he has observed, and that created the emergency;
 - b. The period, not to exceed 72 hours, during which the medication may be administered;
 - c. The expected benefits of the order; and
 - d. The specific behaviors or physical responses that staff should monitor and record, and the means they should use.
5. Emergency treatment. Following a declaration of emergency pursuant to subsection H(2) above, a licensed physician or a person acting under his or her direction may administer a recognized form of treatment over the recipient's objection and absent his or her informed consent. Treatment imposed following a declaration of emergency may continue for a period not to exceed 72 consecutive hours.
 6. Notice and review. The administrative head of the facility and the Clinical Director or his or her equivalent shall be notified, as soon as possible, of any emergency. Any renewal of emergency treatment requires review by and the written authorization of the Clinical Director of a mental health institute or his or her equivalent in any other mental health facility. Additionally, an order for continued medication may be entered only upon compliance with the foregoing provisions of this sub-section and, if the recipient lacks capacity, only upon consent of the guardian or initiation of administrative hearing proceedings described in sub-section (F) above.
- I. Electroconvulsive Therapy (ECT). ECT treatment shall not be administered to a recipient except as provided in these rules. The authorized treating professional seeking to administer ECT treatment shall:
 1. Obtain written informed consent for such procedure according to the procedures outlined in Section IV of this part from:
 - a. the recipient, or
 - b. from a court of competent jurisdiction, in the case of a clinically incapacitated recipient, or
 - c. from a guardian or other legal decision-maker for an incapacitated recipient who has a guardian;
 2. ECT treatment shall not be authorized pursuant to Section IV(E)-(H) of this part.

- J. Psychosurgery. Psychosurgery shall only be performed on an adult recipient upon order of a court of competent jurisdiction.
- K. Documentation. All documentation required by this rule shall be made a part of the recipient's clinical chart;

VI. BASIC RIGHTS

- A. Recipients have the right to freedom of association and communication.
- B. Recipient's Right to Visitors
 - 1. Each facility shall establish the most liberal visiting policies that are administratively feasible.
 - a. Each facility shall establish regular daily visiting hours. Such hours shall be prominently posted in the facility. Visitation during these hours shall not require prior notification or request by either the recipient or the visitor except when such visits would conflict with regularly scheduled therapeutic activities of which the recipient has been notified.
 - b. Recipients have the right to refuse or terminate visitation from specific visitors or all visitors.
 - 2. Suitable areas shall be provided by the facility for privacy during visitation.
 - 3. The facility shall provide unrestricted visitation by a recipient's attorney, clergy, professional service provider co advocate of the rights protection or advocacy services of the Maine mental health system, accompanied by a sign language interpreter, if needed, at any reasonable time.
 - 4. Exceptions
 - a. When a physician or licensed clinical psychologist treating a recipient determines, in consultation with the treatment team, that denial of access to a particular visitor or visitors, except those visitors listed in subsection 3 above, is necessary for treatment, or for security purposes in the case of forensic recipients, such professional may, for a specific limited and reasonable period of time, deny such access.

- i. A written order denying such visitation including the reasons for the denial, shall be entered into the recipient's permanent treatment record.
- ii. Any limitation of this right shall be explained to the recipient and to the specifically restricted visitor, and when appropriate to the recipient's family or any other regular visitors. Those same people shall be immediately notified, if possible, when the restrictions on visitation have been lifted.
- iii. Any limitation on visitation may be appealed by the recipient or by the specifically restricted visitor, if aggrieved, through the grievance mechanism as outlined in Section V.

C. Recipient's Right to Communicate by Mail

1. No facility shall censor, delay or restrict incoming or outgoing letters or packages.

Incoming letters and packages shall be delivered sealed and unopened to the recipient, and outgoing letters and packages shall be mailed in like manner.

2. Writing materials and postage funds adequate to mail at least one letter per day shall be provided to inpatient recipients who are unable to procure such items.
3. Exceptions
 - a. If staff of a facility reasonable believes that mail contains contraband, such mail may, upon the written order of a physician or Chief Administrative Officer, be subjected to physical examination in the recipient's presence if appropriate.
 - b. Any illegal items found during such art examination may be confiscated by the facility.
 - c. Any other contraband shall be held in safekeeping, and returned to the recipient upon discharge, except that no medication shall be released without the authorization of a physician.
 - d. Any exception to the right to communicate by mail under subsection (a) above must be explained to the recipient. The justification for any such exception, and an itemized list of any

materials confiscated must be documented in the recipient's permanent treatment record.

- e. Additional procedures may be developed to assure security in the cases of forensic recipients.

D. Recipient's Right to Communicate by Telephone.

1. Each inpatient and residential treatment facility shall provide all recipients reasonable access to telephones for placing and receiving confidential calls, including access to telecommunication devices for the deaf, when necessary.
2. Each inpatient and residential treatment facility shall assure, at any reasonable time, a recipient's access to a telephone for contact with a particular designated family member, clergy, professional service provider, or personally designated representative. Reasonable time means from the hours of 7:00 a.m. - 10:00 p.m., daily. Telephone access to an advocate of the rights protection and advocacy service or to an attorney shall be assured at all times.
3. Each inpatient facility shall provide use of telephones at no charge, or telephone usage funds in reasonable amounts, to recipients who would otherwise be unable to communicate with family or friends by telephone.
4. Exceptions
 - a. Upon the recommendation of a physician or licensed psychologist, the chief administrator of the facility may restrict a recipient's right to communicate by telephone when the facility is notified by a person receiving calls, that the person is being harassed and wishes the calls to be curtailed or halted. Telephone restrictions All apply only to those persons so notifying the facility.
 - b. Upon the recommendation of a physician or licensed psychologist, the chief administrator of the facility may restrict or monitor a recipient's right to communicate by telephone, if it is determined that the recipient has made obscene or threatening phone calls, or for other security reason in the case of forensic recipients.
 - c. If a physician or licensed psychologist determines, in consultation with the treatment team, that restrictions on asking or receiving telephone calls, except to those listed in 2 above, is necessary for treatment purposes, the physician or licensed clinical, psychologist may restrict the recipient's right to communicate for a specific

limited and reasonable period of time, not to exceed one week without reauthorization.

- i. Any such restrictions shall become incorporated in the recipient's treatment plan, and be a focus of treatment, pursuant to Section IX(F).
 - ii. An explanation of any such restrictions shall be given to the recipient's regular callers as designated by the recipient. The recipient's designated regular callers, so requesting, shall be immediately notified, if possible, when the restrictions on communication by telephone are lifted.
 - iii. Any limitation on telephone calling may be appealed by the recipient or specifically restricted caller, if aggrieved, through the grievance mechanism as outlined in Section V.
- E. Recipients are entitled to receive individualized treatment, to have access to activities necessary to the achievement of their individualized treatment goals, to exercise daily, to recreate outdoors, and to exercise their religion.
- F. At no time shall the entitlements or basic human rights set forth in this Section be treated as privileges that the recipient must earn by meeting certain standards of behavior.

VII. FREEDOM FROM UNNECESSARY SECLUSION AND RESTRAINT

A. Seclusion

1. Seclusion means the placement of a recipient alone in an isolation room from which exit is denied.
2. Seclusion may be employed only in the following instances:
 - a. when absolutely necessary to protect the recipient from causing physical harm to self or others; and
 - b. to prevent further serious disruption that significantly interferes with other recipients' treatment. Behaviors causing serious disruption that interferes with others' treatment may include uncontrollable screaming, public masturbation, indecent exposure and uncontrolled intrusiveness on other recipients. Use of seclusion may be appropriate in these circumstances if the behaviors cannot be controlled through lesser restrictive means than seclusion and if the behaviors will likely be controlled with

the use of seclusion. Seclusion may not be used solely to address the comfort, convenience or anxiety of staff; to address factors related to ward or unit dynamics; to control a recipient's mild obnoxiousness, rudeness, obstinacy, use of profanity or other unpleasantness; nor as discipline for resolved behaviors.

Seclusion under these circumstances shall be employed in the following manner:

- i. if the recipient is examined in person by a physician or physician extender to the implementation of seclusion; or
 - ii. by a registered nurse in telephone consultation with a physician or physician extender.
3. Seclusion may be used only if less restrictive measures are inappropriate or have proven to be ineffective.
4. The decision to place a recipient in seclusion shall be made by a physician or physician extender and shall be entered as a medical order in the recipient's records.
5. All recipients must be examined before being placed in seclusion in accordance with the following:
 - a. If the physician or physician extender is not immediately available to examine the recipient, the recipient may be placed in seclusion following an examination by a registered nurse if the registered nurse finds that the recipient poses a risk of imminent harm to self or others or following an examination by the nurse and with telephone consultation from the physician or physician extender in order to prevent further serious disruption that significantly interferes with other recipients' treatment. Any recipient placed in seclusion under these circumstances shall be kept under constant observation while awaiting an examination by a physician or physician extender.
 - b. The examination by the registered nurse shall be conducted in accordance with a protocol approved by the chief of psychiatry or medicine and by the Director of Nursing. The protocol must include the following:
 - i. A list of indicators or organic causes of changed behaviors.
 - ii. Elements for assessment including but not limited to known medical disorders;

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- a. the recipient's medications including URN administration,
 - b. mental status, with observation of behavior, speech, affect and suicidal/homicidal ideation;
 - c. brief neurological examination: pupil size and reactivity, gait, limb movement and strength;
 - d. vital signs; and
 - e. cognition using a standard tool.
 - iii. Provision for completion as soon as is clinically sound, those elements of assessment that require the recipient's cooperation and that the nurse may not be able to perform immediately due to the recipient's condition.
- c. A physician or physician extender shall personally evaluate the recipient within 30 minutes after the recipient has been placed in seclusion. If the evaluation does not take place within 30 minutes, the reasons for the delay shall be documented in the recipient's record. This provision applies to all recipients, including those placed in seclusion during the night. Any recipient placed in seclusion shall be kept under constant observation while awaiting an examination by a physician or physician extender. The physician examination must be conducted as follows:
- i. At Augusta Mental Health Institute the physician or physician extender examination shall be conducted in person in all instances.
 - ii. At all other facilities, the physician examination may be conducted via telephone consultation with the registered nurse and shall include consideration of the results of the nurse's formal assessment. The physician may order seclusion on the basis of this consultation and shall enter any additional orders for further assessments or treatment as appropriate. Thereafter a physician or physical extender shall examine the recipient in person:
 - a. within 1 hour when the registered nurse requests that a physician evaluate the recipient in person;

- a. The indication for use of seclusion, i.e. whether a danger to self, others, or serious disruption of other recipients' treatment;
 - b. A description of the behaviors that constitute the recipient's danger to self, others, or serious disruption of other recipients' treatment;
 - c. A description of less restrictive alternatives used or considered, and a description of why these alternatives proved ineffective or why they were deemed inappropriate upon consideration.
13. All orders for the extension of seclusion shall include documentation as for an original order. If the recipient is examined outside of the seclusion room, progress notes shall additionally state where the recipient was examined and the clinical reasons for selecting the site.
14. Every recipient placed in seclusion shall be released, unless clinically contraindicated, at least every two hours to eat drink, bathe, toilet and to meet any special medical orders.
15. Recipients placed in seclusion shall be given maximum observation and in no instance shall they be visually monitored less often than every 15 minutes.
16. A description of the recipient's behavior as observed shall be noted on the progress record/check sheet every 15 minutes.
17. The total amount of time that a recipient spends in seclusion may not exceed 24 hours unless:
 - a. Thee recipient is reassessed in accordance with the protocol described at 5(b) above;
 - b. The recipient is examined, at Augusta Mental Health Institute, by the director of psychiatry or clinical services and, in other hospitals, by a chief of psychiatry or medicine or his or her physician designee. In cases where the chief or director is the treating physician, he or she shall appoint another physician to conduct hit required examination;
 - c. The order extending seclusion beyond a total of 24 hours is entered by the director of psychiatry or clhical services or by the chief of psychiatry or medicine following the examination of the recipient and consultation with the other examiners; and
 - d. The recipient's guardian or designated representative, if any, and if available, has been notified.

18. Records required by the above provisions shall be a part of the recipient's permanent record. At the mental health institutes, copies shall be forwarded to the medical director, the clinical services director and the recipient advocate. At all other facilities, copies shall be forwarded to the chief of psychiatry or medical services. For a period of one year following adoption of these regulations, these facilities shall submit summaries or copies of reports of each use of seclusion to the Division of Licensing of the Department of Mental Health and Mental Retardation. Said reports to DMHMR shall be submitted on a quarterly basis, shall not contain information identifying the recipient by name but shall be reported in a manner to permit the reader to discern whether individual recipients have been secluded on repeat occasions.
19. Seclusion may be ordered on the basis of a recipient's self-report, provided the physician extender otherwise verified that the recipient meets the criteria of paragraph 2 above and provided the decision is otherwise clinically appropriate.

B. Restraint

1. Restraint is the immobilization of a recipient's arms, legs or entire body through the use of an apparatus that is not a protective device as described in sub-section VI.C below.
2. Restraint may be employed only when absolutely necessary to protect the recipient from serious physical injury to self or others and shall impose the least possible restriction consistent with its purpose.
3. Restraint may be used only after less restrictive measures have proven to be inappropriate or ineffective. The extent to which less restrictive measures are attempted at the time of the incident will be governed by the degree of risk of physical harm to the recipient or others.
4. The decision to place a recipient in restraint shall be made by a physician or a physician extender and shall be entered as a medical order in the recipient's records.
5. All recipients must be examined before being placed in restraint in accordance with the following:
 - a. If the physician or physician extender is not immediately available to examine the recipient, the recipient may be placed in restraint following examination by a registered nurse if the nurse finds that the recipient poses a risk of imminent harm to self or others.

- behaviors.
- b. The examination by the registered nurse shall be conducted in accordance with a protocol approved by the chief of psychiatry or medicine and by the Director of Nursing. The protocol must include the following:
 - i. A list of indicators for organic causes of changed behaviors.
 - ii. Elements for assessment, including but not limited to: known medical disorders;
 - a. the recipient's medications including PRN medications;
 - b. mental status, with observation of behavior, speech, affect and suicidal/homicidal deviation;
 - c. brief neurological examination: pupil size and reactivity, gait, limb movement and strength;
 - d. vital signs; and
 - e. cognition using a standard tool.
 - iii. Provision for completion as soon as is clinically sound, those elements of assessment that require the recipient's cooperation and that the registered nurse may not be able to perform immediately due to the recipient's condition.
 - c. A physician or physician extender must thereafter examine the recipient within 30 minutes of the recipient's having been placed in restraint. If the evaluation does not take place within 30 minutes, the reasons for the delay shall be documented in the recipient's record. This provision applies to all recipients, including those placed in restraint during the night. The physician examination must be conducted as follows:
 - i. At Augusta Mental Health Institute the physician or physician extender examination shall be conducted in person in all instances.
 - ii. At all other facilities, the physician examination may be conducted via telephone consultation with the registered nurse and shall include consideration of the results of the registered nurse's formal assessment. The physician may order seclusion on the basis of this consultation and shall

enter any additional orders for further assessments or treatment as appropriate. Thereafter a physician shall examine the recipient in person:

- a.* within 1 hour when the registered nurse requests that a physician evaluate the recipient in person;
 - b.* within 1 hour when the information is suggestive of organic causes that could lead to harm to the recipient;
 - c.* within 1 hour if the recipient has not had a physical examination during the current hospital stay; and
 - d.* within six hours in all other instances.
6. Documentation of the physician or physician extender's examination and, if applicable, the registered nurse's assessment must be entered in the recipient's file.
7. Staff who place recipients in restraint shall have documented training in the proper techniques, in less restrictive alternatives to restraint and in the detection of organic causes of behavioral disturbances.
8. As soon as possible, staff should make reasonable efforts to notify the recipient's guardian, or designated representative, if any, that the recipient has been placed in restraint and the reasons therefor.
9. Each order for initiation or extension of restraint shall state the time of entry of the order. It shall state the number of hours the recipient may be restrained, not to exceed six, and the conditions under which the recipient may be sooner released.
10. No PRN orders for restraint may be written and no treatment plan may include its use as a treatment approach.
11. The need for a recipient's continuation in restraint shall be re-evaluated every two hours by a nurse. The nurse shall examine the recipient in person. This examination may be conducted with the recipient free of restraints. The nurse shall note the clinical reasons for selecting whether the recipient is examined in or free of restraints. The nurse shall assess the recipient to determine whether he or she continues to pose a danger of imminent injury to self or others. If the nurse finds such danger and that the recipient continues to require restraint, restraint use may be continued if the physician's or physician extender's order has not yet lapsed. Should

the recipient not need continued restraint, the nurse shall release the recipient even if the time frame of the original order has not yet elapsed.

12. A special progress/check sheet record shall be maintained for each use of restraint and shall include the following documentation:
 - a. The indication for use of restraint.
 - b. A description of the behaviors that constitute the recipient's danger to self or others.
 - c. A description of less restrictive alternatives used or considered, and a description of why these alternatives proved ineffective or why they were deemed inappropriate upon consideration.
13. In all facilities, the recipient shall be examined in person by a physician or physician extender before any order for restraint is extended. All orders for the extension of restraint shall include documentation as for an original order, but shall additionally state whether the recipient was examined in or free of restraints and the clinical reasons therefor.
14. Every recipient placed in restraint shall be frequently monitored and released as necessary to eat, drink, bathe, toilet, and to meet any special medical orders. Recipients in restraint shall have each extremity examined and the restraint loosened, sequentially, no less frequently than every 15 minutes. In instances in which blanket wraps are utilized for restraint, the recipient will be released and examined no less frequently than every hour.
15. Recipients in restraint shall be kept under constant observation.
16. A description of the recipient's behavior as observed shall be noted on the progress record/check sheet every 15 minutes.
17. The total amount of time that a recipient spends in restraint may not exceed 24 hours unless:
 - a. The recipient is reassessed in accordance, with the protocol described at 5(b) above.
 - b. The recipient is examined, at Augusta Mental Health Institute, by the director of psychiatry or clinical services and in other hospitals, by a chief of psychiatry or medicine or his or her physician designee. In cases where the chief or director is also the treating physician, he or she shall appoint another physician to conduct the required examination.

- c. The order extending restraint beyond a total of 24 hours is entered by the director of psychiatry or clinical services or by the chief of psychiatry or medicine following his or her examination of the recipient and consultation with the other examiners.
 - d. The recipients guardian or designated representative, if any, has been notified.
18. Records required by the above provisions shall be made a part of the recipient's permanent record. At the mental health institutes, copies shall be forwarded to the medical director, the clinical services director and the recipient advocate. At all other facilities, copies shall be forwarded to the chief of psychiatry or medical services. For a period of one year following adoption of these regulations, these facilities shall submit summaries or copies of reports of each use of restraint to the Division of Licensing of the Department of Mental Health and Mental Retardation. Said reports to DMHMR shall be submitted on a quarterly basis, shall not contain information identifying the recipient by name but shall be reported in a manner to permit the reader to discern whether individual patients have been restrained on repeat occasions.
19. If a recipient communicates via sign language, consideration will be given to restraining the recipient in such a manner as to permit the use of hands for communication purposes.

C. Protective Devices.

1. Protective devices that are used for medical reasons to ensure a recipient's safety and comfort, to provide recipient's stability during medical procedures, facilitate medical (non-psychiatric) treatment or safeguard health in the treatment of a health-related problem are exempt from the operation of the foregoing procedures governing the use of restraints. The following procedures for use of protective devices may never be used, however, as a substitute for those governing restraint or seclusion.

Examples of some protective devices are: bed-padding or bolsters to maintain a recipient's body alignment; devices for the immobilization of fractures; devices to permit the safe administration of intravenous solutions or to prevent their removal; protective equipment, such as mitts, to prevent the aggravation of the medical condition through scratching, rubbing or digging; helmets to protect the head from falls due to unsteadiness, seizures or self-injurious behavior; seat belts or vest restraints to prevent ambulation when it is medically contra-indicated or to permit a recipient, who for medical reasons could not do so unassisted, to remain in a seated position.

The use of protective devices shall be subject to the following:

- a. The decision to use a protective device shall be made by a physician who has examined the recipient prior to its use. The decision shall be entered as a medical order in the recipient's record.
- b. When ordering use of a protective device, the physician shall select a device that interferes with the recipient's free movement and ability to interact with his or her environment to the least degree necessary to achieve the medical purpose for which the device is ordered.
- c. Staff who use protective devices shall have the documented training in their application.
- d. The need for the use of a protective device shall be reevaluated biweekly by a physician who examines the recipient. Orders for devices that immobilize recipients shall be re-evaluated daily. If the physician determines that continued use of the protective device is clinically indicated, further use may be ordered. The order for extension of use shall be entered as a medical order in the recipient's record.
- e. Protective devices that hamper a recipient's free movement, such as mitts or vest restraints, shall be removed every two hours, so that the recipient may be permitted free movement, unless the physician's order indicates that removal would interfere with the recipient's health care. The physician shall indicate in his or her order the level of staff supervision and assistance necessary during the recipient's periods of free movement. Where protective devices have been routinely used, the recipient's treatment plan will address ways of reducing or eliminating their use.
- f. A special progress record/checksheet shall be maintained for each use of protective devices that hamper a recipient's free movement. These checksheets shall be used to document the recipient's relief from the device every two hours and shall include a. description of the recipient's condition as observed during the period of free movement
- g. Every recipient to whom a protective device has been applied shall be frequently monitored and assisted as necessary to meet personal needs and to participate in treatment and activities.

RIGHTS OF RECIPIENTS OF MENTAL HEALTH SERVICES

PART C

RIGHTS IN OUTPATIENT SETTINGS

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PART C. RIGHTS IN OUTPATIENT SETTINGS

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These rules [Part C] are applicable to all outpatient agencies or programs that are licensed or funded by the Department of Mental Health & Mental Retardation to provide mental health services to recipients. Part C should be read in conjunction with Part A, Rules of General Applicability.

II. INDIVIDUALIZED SUPPORT PLANNING PROCESS

- A. The individualized support planning (ISP) process will result in the development of a life plan based upon the wants and needs of the recipient.
- B. All recipients with severe and prolonged mental illness have the right to an ISP presentation and, if they so choose, an ISP.
- C. For those recipients who accept the ISP process, the following stages will occur:
 1. A life plan will be developed with the recipient, based upon the recipient's vision of his or her future and will include consideration of all areas that the recipient deems relevant. The time frame of the life plan will be defined by the recipient.
 2. A list of needs will be developed with the recipient, including those things that need to occur for the recipient to move toward his or her vision of the future. This list should include those needs that appear as unlikely to be met at the time the list is developed.
 3. The recipient will select the areas that he or she wishes to target for immediate activity, in order to move toward his or her life plan.
 4. Action plans will be developed in instances in which recipients and providers agree to work toward the achievement of a goal. The action plan will be consistent with the recipient's life plan, priority needs and targets. The action plan will contain the following:
 - a. Measurable outcomes;
 - b. Criteria for success;
 - c. Time frames; and
 - d. Assignment of responsibilities.

- D. All unmet needs identified in the ISP process will be reported to the Division of Mental Health.
- E. ISP's will be reviewed with the recipient no less frequently than every 90 days and revised as needed.

III. INDIVIDUALIZED TREATMENT OR SERVICE PLAN

- A. Recipients have the right to an individualized treatment or service plan. For recipients who have an ISP, the ISP process will provide the foundation of the development of the treatment or service plan.
- B. Treatment or service plans shall, in instances in which the recipient has an ISP, be based upon the life plan, needs, targets and action plans developed in the ISP process. Treatment or service plans shall be based upon an individualized assessment of the recipient's housing, financial, social, recreational, transportation, vocational, educational, general health, dental, emotional and psychiatric and/or psychological strengths and needs as well as their potential need for crisis intervention and resolution services. Each facility or agency shall My consider the least restrictive appropriate treatment and related services taking into account factors that are supportive of each recipient's exercise of his or her basic rights, consistent with each individual's strengths, needs and treatment requirements, pursuant to this section and sections IV and V of these rules. Such considerations shall include accommodation of particular needs involving communication and physical accessibility to all treatment programs.
- C. The recipient or guardian, shall be fully and actively involved in the development or revision of the treatment or service plan. Upon the request of the recipient, the recipient's representative or family members designated by the recipient shall be included in the development or revision of the treatment or service plan. Each agency program or facility shall give 10 days' notice of any treatment or service planning; meetings, to the recipient's guardian, and designated representatives. If the meeting is being convened to address an emergency, notice reasonable for the circumstances shall be required. Invited persons shall be notified that, if they are unable to attend a treatment or service planning meeting, they may submit information in writing for consideration at the meeting.
- D. Treatment or service plans shall be developed within 30 days of initiation of service and shall thereafter be reviewed and revised no less frequently than every 90 days. Plans may be reviewed more frequently as necessary to address substantial changes in a recipient's life, such as hospitalization.
- E. Treatment or service plans shall be developed by a team consisting of the recipient and others among whom the recipient has authorized the exchange of

information and who are needed to ensure that the recipient's needs are adequately assessed and that appropriate recommendations are made, based upon a comprehensive assessment of the recipient. The plan shall contain but need not be limited to:

1. A statement of the recipient's specific strengths and needs. The treatment or service plan should include a description of any physical handicap and any accommodations necessary to provide the same or equal services with benefits as those afforded non-disabled individuals.
 2. A description of services to assist the recipient in meeting identified needs. Goals shall be written for each service. Short-range objectives shall be stated such that their achievement leads to the attainment of overall goals. Objectives shall be stated in terms that allow objective measurement of progress and that the recipient, to the maximum extent possible, both understands and adopts.
 3. A description of services based on the actual needs as expressed or approved by the recipient rather than -on -what services are currently available. If at the time of the meeting, team members know on the basis of reliable information that the needed services are unavailable, they shall note then as "unmet service needs" on the treatment or service plan and develop an interim plan based upon available services that meet, as nearly as possible, the actual needs of the recipient.
 4. A description of the manner of delivery of each service to be provided. The manner of delivery shall be one that maximizes the recipient's strengths, independence and integration into the community.
 5. A statement of the rationale or reason for utilizing the described treatment or services to meet such goals;
 6. A specification of treatment or service responsibility, including both staff and recipient responsibility and involvement to attain treatment or service goals; and
 7. Documentation of current discharge planning.
- F. Within one week of the meeting, the recipient shall be offered a written copy of the treatment or service plan. The recipient shall also be notified, by means he or she shall most likely understand, of the process to pursue, up to and including the right to file a grievance, if he or she disagrees with any aspect of the plan or the assessments upon which the plan is based, or is later dissatisfied with the plan's implementation.
- G. Limitations

1. Such a plan must describe any limitation of rights or liberties. Such a limitation shall be based upon professional judgment and may include a determination that the recipient is a danger to self or to others absent such limitation. Any limitation shall meet criteria outlined for the limitation in other sections of these rules.
 2. When any limitation occurs, the treatment plan shall address the specific limitation, and the restriction shall be subject to periodic review. When possible, the limitation shall be time specific.
 3. Whenever possible specific treatment shall be developed to address the basis of the limitation.
 4. Documentation regarding the limitation shall include documentation as per G.1., 2 and 3. above and shall include specific criteria for removal of the limitation.
- H. A copy of the treatment or service plan shall also be offered to the recipient's guardian, if any, and to recipient's representative, if confidentiality has been waived.
- I. All agencies shall maintain specific written guidelines describing their practices concerning development of treatment or service plans.
- J. Recipients who have had a community support worker assigned to them have the right to a variety of appropriate services from the community support worker, including the following, when pertinent to meeting a recipient's need for services:
1. assistance in locating services;
 2. continuing monitoring of the services provided;
 3. notification of ISR meetings and coordination of the ISP;
 4. participation in the recipient's hospital discharge planning meeting; and
 5. assistance in the exploration of lesser restrictive alternatives to hospitalization.
- K. Termination
1. Each recipient has the right to be informed of and referred to appropriate resources upon termination from a program.

2. Each recipient terminated from the outpatient agency after ten days or longer term of treatment has the right to a comprehensive termination plan, and to assisted referral to existing resources in such areas Such as transportation, housing, financial assistance, and mental health treatment. Recommendations made in termination plans shall not require the agency or department to provide recommended goods or service.
3. Notification
 - a. The recipient's representative, upon request of the recipient, and the recipient's guardian, shall be notified of ant if the representative or guardian is available, involved in any termination planning. Involvement may include, but not be limited to, participation in a termination planning meeting.

L. Exceptions

1. No treatment or service plan is required for recipients who solely received informal social support and recreation in drop-in mental healing programs or social clubs.
2. A recipient may choose not to be involved in developing his or her treatment or service plan and may refuse planning.
3. A legally responsible guardian shall be actively involved in treatment or service planning, to the maximum extent possible. A public guardian has an affirmative duty to be fully and actively involved in treatment or service planning.

IV. INFORMED CONSENT TO TREATMENT AND/OR SERVICES

- A. Recipients have the right to informed consent for all treatment and/or services.
- B. Statement of purpose. This rule has the following purposes:
 1. To promote respect for the individual autonomy and recipient participation in decision-making;
 2. To ensure that the informed consent of a recipient is obtained prior to treatment and/or services;
 3. To avoid the forcible imposition of any treatment and/or services;

4. To provide reasonable standards and procedural mechanisms for determining when to treat and/or serve a recipient absent his or her informed consent, consistent with applicable law and
 5. To ensure that the recipient is fully protected against the unwarranted exercise of the state's *parens patriae* power.
- C. Treatment and/or service of recipients. All recipients with unimpaired capacity have the right to consent to or to refuse treatment and/or services, absent an emergency. Treatment may be provided to a recipient only when:
1. Informed consent for such treatment and/or services has been obtained from the recipient; or
 2. The recipient has been judged by a court of competent jurisdiction to lack capacity to give informed consent to the particular treatment and/or services, and the informed consent of the recipient's guardian has been obtained; or
 3. The recipient has been found to lack clinical capacity to give informed consent to the particular treatment and/or services pursuant to subsections D and E of this rule, the recipient is willing to comply with treatment and/or services and the provisions of E(2) have been followed.
- D. Informed consent to treatment and/or services. Informed consent to treatment and/or services is obtained only where the recipient or his or her guardian possesses capacity to make a reasoned decision regarding the treatment and/or services and the recipient or his or her guardian is provided with adequate information concerning the treatment and/or services; and the recipient or guardian makes a voluntary choice in favor of the treatment and/or services. Informed consent must be documented in each case in accordance with this section.
1. Capacity

Capacity means sufficient understanding to comprehend the information outlined in section (D)(2) and to make a responsible decision concerning a particular treatment and/or service. Recipients are legally presumed to possess capacity to give informed consent to treatment and/or services unless the recipient has been judged by a court to competent jurisdiction to lack capacity generally or to lack capacity to give informed consent to a particular treatment and/or service.
 2. Adequate information. The licensed, certified or other qualified mental health professional recommending a particular treatment and/or service shall provide to the recipient, or guardian, all information relevant to the

formulation of a reasoned decision concerning such treatment and/or service. The recipient, or his or her guardian, shall have the right to have a person of his or her choice present during the presentation of this information, provided that the nominee can be available within time frames established for the service in question in the Licensing Standards, or within such other reasonable period as may be agreed upon; and the recipient, or guardian, shall be informed of this right. The information may be provided orally or in writing, shall be communicated in terms designed to be comprehensible to a lay person, and shall include, without limitation:

- a. An assessment of the recipient's condition and needs, including the specific signs, symptoms or behaviors that any medication is intended to relieve;
 - b. The nature of the proposed treatment and/or service, and a statement of the reasons why the professional believes it to be indicated in the recipient's case;
 - c. The expected benefits of the treatment and/or service and the known risks that it entails, including precautions, contraindications, and potential adverse effects of any medication;
 - d. The anticipated duration of the treatment and/or service;
 - e. A statement of reasonable alternatives to the proposed treatment and/or service, if any;
 - f. Information as to where the recipient may obtain answers to further questions concerning the treatment and/or service; and
 - g. A clear statement that the recipient has the right to give or withhold consent to the proposed treatment and/or service.
3. Voluntary choice. Consent to treatment and/or services must be given willingly in all cases, and may not be obtained through coercion or deception.

A recipient or guardian's initial refusal of treatment and/or services shall not preclude renewed attempts to obtain the recipient's willing consent; and a recipient or guardian's initial willing consent shall not preclude the recipient from validly withdrawing such consent at any time before or during treatment and/or service.

4. Documentation. The informed consent of a recipient or guardian to a particular treatment and/or service shall be documented to show:

- a. From whom consent is obtained, whether recipient, or guardian;
 - b. That adequate information, including at a minimum all the elements listed in section D(2) of this rule, was provided;
 - c. The signature of the recipient or, where applicable, the signature of a guardian, indicating consent, in the case of psychotropic medications only.
 - d. Exceptions. In cases of unanticipated treatment and/or service needs, the informed consent of a guardian may be obtained by telephone; but such oral consent shall be confirmed in writing in accordance with this section as soon as practicable.
- E. Recipients with clinical incapacity.

1. Administrative finding. Where a licensed, certified or other qualified mental health professional, recommending a particular treatment and/or service determines that, in his opinion, a recipient not having a guardian lacks clinical capacity to give informed consent to the treatment and/or service under subsection D of these rules, he or she shall, by means of a written statement to that effect, refer the recipient to a physician or licensed clinical psychologist not directly responsible for the recipient's treatment for an examination in regard to capacity.

The physician or clinical psychologist to whom the recipient is referred shall conduct the examination, and shall make a documented finding that the recipient either possesses or lacks clinical capacity to give informed consent to the particular treatment and/or service.

- a. Finding of capacity. Where the recipient is found to possess capacity to consent to treatment and/or service by the physician or licensed clinical psychologist, he shall be reined back to de licensed, certified or other qualified mental health professional recommending the treatment for the processing of his or her informed consent to or refusal of such treatment and/or service.
- b. Finding of clinical incapacity. Where the recipient is found to lack clinical capacity to consent to treatment and/or service by the physician or licensed clinical psychologist, he shall be referred back to the licensed, certified or other qualified mental health professional recommending the treatment for a documented determination as to whether the recipient, notwithstanding lack of clinical capacity, is willing to comply with or refuses the proposal treatment and/or service.

Such determination must be based upon the provision to the recipient of adequate information as required by subsection D(2) of this rule.

If recipient is willing to comply with treatment and/or services, the procedure outlined in subsection E(2) shall be followed. If any recipient refuses treatment and/or services, the procedure outlined in subsection E(3) shall be followed.

Nothing shall preclude the agency from pursuing guardianship in appropriate cases at any time after a determination of clinical incapacity.

- c. Notice. Where the recipient is found to lack clinical capacity pursuant to this section, the licensed certified or other qualified mental health professional recommending the treatment and/or service shall notify the following persons of such finding:
 - i. the rights protection and advocacy agency of the Maine mental health system;
 - ii. the recipient's next of kin, if the recipient does not object;
 - iii. the recipient's designated representative, if the recipient has waived his or her confidentiality with respect to such representative;
 - iv. the head of the mental health facility.

Such notice shall include a copy of the documented administrative finding, and shall state that the recipient has been found to lack clinical capacity to give informed consent to a particular treatment and/or service and that notwithstanding such finding, the recipient may refuse treatment and/or service, absent court adjudication of incapacitation.

2. Outpatient recipients with clinical incapacity, compliant. This subsection shall apply where it is determined pursuant to subsection (E)(1)(b) that an outpatient recipient with clinical incapacity is willing to comply with the proposed treatment and/or service.

In such case treatment and/or service may be provided only if:

- a. Protective proceedings are initiated in accordance with law;

- b. A licensed, certified or other qualified mental health professional follows the procedures outlined in subsection (D) and, where applicable, subsection (E) on at least an annual basis.
3. Recipients with clinical incapacity, refusing. This subsection shall apply where it is determined pursuant to subsection E(1)(b) above that a recipient with clinical incapacity is refusing the proposed treatment and/or service.
 - a. Alternative treatment meeting. The licensed, certified or other qualified mental health professional recommending the treatment and/or service and a representative of the treatment team shall meet with the recipient to explore the reasons for the recipient's refusal and to discuss any appropriate alternatives to the proposed treatment and/or service that may be available and that may include behavioral, psychological, medical, social, psychosocial or rehabilitative methods. The purpose of the meeting shall be to elaborate in an informal setting an alternative treatment and/or service that is both professionally justified and acceptable to the recipient. If agreement can be reached as to an alternative treatment and/or service, review by the Clinical Director or equivalent and approval by the head of the mental health facility, if appropriate, of such treatment shall be processed in accordance with subsection E(2) above.
 - b. No agreement. Where no agreement can be reached as to an alternative treatment and/or service, the licensed, certified or other qualified mental health professional recommending the proposed treatment and/or service shall report in writing to the head of the program concerning the outcome of the meeting.

The head of the program may conclude that the recipient's termination from services is the only available option.

- F. Electroconvulsive Therapy (ECT). ECT treatment shall not be administered to a recipient except as provided in these rules. The authorized treating professional seeking to administer ECT treatment shall:
 1. Obtain written informed consent for such procedure according to the procedures outlined in Part C, Section IV.D. 1., 2., 3., and 4.a.-d. of these rules from
 - a. the recipient, or
 - b. from a court of competent jurisdiction, in the cast of a clinically incapacitated recipient, or

- c. from a guardian or other legal decision-maker, in the case of a minor recipient or an incapacitated recipient; it ECT treatment shall not be authorized pursuant to Section III.E.-H. of this part.
 - G. Documentation. All documentation required by this rule shall be made a part of the recipient's clinical chart;
 - H. Seclusion and restraint are under no circumstances to be utilized in outpatient settings.
-

EFFECTIVE DATE:

October 1, 1984

AMENDED:

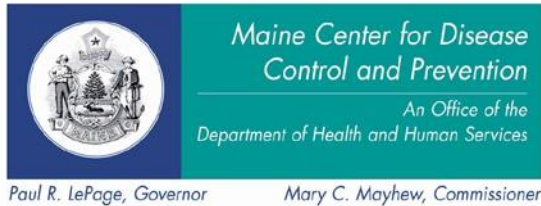
August 18, 1986

June 17, 1989

January 27, 1991 - Sec. B (III)(J)(5)

April 9, 1994

January 1, 1995



Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 287-8016; Fax: (207) 287-9058
TTY Users: Dial 711 (Maine Relay)

**Frequently Asked Questions-Rental Building Radon Testing
Relating to 14 MRS §6030-D as amended by LD 328/PL 324
(Revised Jan 30, 2014)**

Q: Who can test a rental building for radon?

A: According to 14 MRS §6030-D, radon testing must be conducted by a Maine-registered radon tester, except landlords can test “simple” buildings, and tenants can test the residence they occupy and areas to which they have access.

Q: Do radon tests have to be done in every unit, or every room, of a rental building?

A: No. The protocols for testing multifamily buildings require testing in each unit that is in contact with the ground, or when there is a basement, crawl space, parking garage, or commercial space below the residential rental units, in each unit on the lowest level of residential units. The protocols also require testing in 10% of units on each upper floor. When there are fewer than 10 units on upper floors, the protocols require testing of at least one unit on each upper floor. There are additional radon testing protocol requirements for testing common areas and for buildings with complicated structures and ventilation systems.

Q: What are the radon testing protocols?

A: For multifamily buildings (buildings with three or more residences), the protocols are the ANSI/AARST Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. (document designation: MAMF-2010.) For single family or duplex rental buildings, the protocols are the EPA Protocols For Radon And Radon Decay Product Measurements In Homes (EPA 402-R-93-003), Real Estate Testing Option. In addition to the protocols specific to multifamily or single family/duplex buildings, the EPA Indoor Radon And Radon Decay Product Measurement Device Protocols (EPA 402-R-92-004) must be followed for proper use of radon test devices. Note: 14 MRS §6030-D requires that ANYONE testing a rental building for radon must follow the protocols.

Q: Where can I get a copy of the protocols?

A: Both of the EPA protocols are available for download from the US EPA radon website, publications section (<http://www.epa.gov/radon/pubs/index.html>). The ANSI/AARST protocols can be purchased from AARST (the American Association of Radon Scientists and Technologists) online bookstore (<http://www.aarst.org/bookstore.shtml>). Currently, one free copy of the ANSI/AARST protocol can be ordered from the US EPA radon website, publications section.

Q: When does the radon testing requirement take effect?

A: The law that requires radon testing in residential rental buildings (14 MRSA §6030-D) took effect in September of 2009. All residential rental buildings must have completed radon testing by March 1, 2014.

Q: What happens if high radon is found in a residential rental building or apartment/unit?

A: As recently amended, 14 MRSA §6030-D gives the tenant or the landlord the option to terminate the lease if high radon is found and the landlord has decided not to mitigate (mitigate means take steps to reduce radon levels).

Q: How does a tenant find out what the radon levels are in the building or their apartment/unit?

A: 14 MRSA §6030-D requires the landlord to notify the tenant, in writing and within 30 days of receiving test results, of the radon levels. If high radon levels were found and the landlord has the radon levels mitigated before the 30 days is over, the landlord can notify the tenants of the post-mitigation radon levels within 30 days of receiving those. The model radon disclosure form can be downloaded from www.maineradiationcontrol.org, follow the link to the Radon Section, then download the Radon Disclosure Statement for Landlords.

Q: What is a “simple” building that can be tested by a landlord?

A: Under 14 MRSA §6030-D as recently amended, a landlord can test a building **which does not have any of the following:** an **elevator shaft**, an **unsealed utility chase or other open pathway** for air to move from the ground to upper levels of the building, a **forced hot air furnace or central air HVAC system**, or **private well water** unless the water has been tested for radon by a person registered under Title 22, chapter 165 (a Maine registered radon tester) and the results show a radon level acceptable to the Department of Health and Human Services. Additional limitations agreed upon by stakeholders are: **units which span multiple foundations** unless every room in the unit is tested (these can create complicated radon entry routes that require additional testing to locate); and **buildings or building complexes where more than nine units would be tested** when following the extended testing protocol (the required quality assurance plans, measurements and calculations when testing larger numbers of units per building make this no longer “simple”).

Q: I’ve heard that some landlords borrowed/rented a radon monitor to test their rental buildings “for their own information.” Can they use these results now that landlords are allowed to test simple rental buildings?

A: In most cases, no because testing usually was not done according to required protocols and violated several laws. However, a determination can be made on a case-by-case basis when the landlord can provide documentation to prove all of the following: 1) the monitor they used has successfully passed a device approval process and was on the list of approved radon test devices maintained by the National Radon Proficiency program (NRPP) or the National Radon Safety Board (NRSB); 2) any testing they did was conducted in accordance with the correct building protocols; 3) the radon monitor was placed according to the requirements of the correct building protocols and the device protocols; 4) the monitor was used according to the device protocols and manufacturers guidelines; 5) the monitor was calibrated at least as often as required by the protocols and the manufacturer; 6) the monitor had background checks at least as often as required by the protocols and the manufacturer; 7) the monitor had periodic device intercomparisons at least as often as required by the protocols and the manufacturer; and 8) device performance checks were done on the monitor by the landlord using it before each test (and maybe after each test, if required by the protocols or the manufacturer). *Note: due to the necessary record keeping and other quality assurance requirements associated with use of continuous radon monitors, stakeholders have agreed that landlord testing must be done with radon test devices which must be sent to a laboratory for analysis.*

Additional Facts

- The landlord or lessor of a residential rental property must provide written notice about radon hazards and disclose the results of the required radon testing to each tenant. This information must be told to potential tenants if they ask. The forms on radon hazards and for radon results disclosure can be downloaded from the Radon Section website (www.maineradiationcontrol.org, follow the link to the Radon Section)

- If a landlord does radon testing in their rental building(s), they must report that testing to the Department on forms approved by the Department. The approved forms can be downloaded from the Radon Section website (www.maineradiationcontrol.org, follow the link to the Radon Section)
- The reporting forms landlords must use to report radon testing to the Department; and the disclosure statement and radon hazard statement are on the Department's radon website (www.maineradiationcontrol.org, follow the link to the Radon Section).
- The tenant will have to sign an acknowledgment that they have received this disclosure.
- If a rental building/apartment/unit has high radon, and the landlord chooses not to mitigate, the tenant can terminate the lease when they give at least 30 day's notice.
- If a rental building/apartment/unit has high radon, and the landlord chooses not to mitigate, he landlord can terminate the lease when they give at least 30 day's notice.
- A tenant can request a re-test of radon in the building 10 years after the building was last tested, when the building does not have a mitigation system installed or if a mitigation system is installed but it is not functioning.
- If a tenant tests for radon in the residence they occupy, or hires a radon tester to do so, a copy of the results must be given to the landlord within 30 days after the tenant receives them.
- If a tenant does a radon test, the landlord cannot retaliate against them.
- When a tenant radon test finds radon levels of 4.0 pCi/l or higher, the landlord can choose to accept the tenant results and disclose them on the required disclosure forms; or can hire a registered radon tester to re-test and disclose the results of that test on the required disclosure forms. The landlord cannot re-test themselves.
- If a landlord or a person acting on behalf of a landlord does not provide the required radon notification, it is a breach of the implied warranty of fitness for human habitation in accordance with section 6021.
- If a landlord or person acting on behalf of a landlord falsifies a radon test result, it is a breach of the implied warranty of fitness for human habitation in accordance with section 6021.
- If a landlord or person acting on behalf of a landlord falsifies a radon test by testing in violation of radon protocols, it is a breach of the implied warranty of fitness for human habitation in accordance with section 6021.
- A person testing on behalf of the landlord can only be a payroll employee of the landlord. A property manager who wants to do radon testing must first become a registered radon tester.
- Due to the nature of mobile homes, radon testing is not required in mobile homes which are on public water **and** have wheels under them **and** do not have permanent, durable skirting (which creates the equivalent to a basement or crawlspace under the mobile home). Un-insulated wood planking or un-insulated plastic affixed to framing is not considered permanent or durable when determining the need for radon testing. A mobile home with poured concrete or masonry block foundation walls; or one with air-tight and insulated skirting, must be tested.

- If a landlord chooses to have mitigation done to reduce radon levels, mitigation must be conducted by a person registered with DHHS to conduct radon mitigation pursuant to Title 22, chapter 165 (the Maine Radon Registration Act).
- After mitigation has been successful, the landlord or lessor must disclose the new radon levels to tenants. It is not necessary to disclose high radon levels from before the radon mitigation occurred, only the lower radon levels from after the mitigation.
- Title 22, chapter 165 requires reporting to the Department of addresses for all rental buildings that are tested or mitigated for radon. This allows the Department to develop a database to help track which residential rental buildings have been tested as required.
- Residential rental buildings include college dormitories, nursing homes, or any other building containing residences which are rented; except seasonal rentals of 100 days or less where no lease extension can occur.

7/22/2015

Dear Client:

Thank you for your recent application for the Shelter Plus Care program. Your application for a rental subsidy was reviewed and you appear to be eligible at this time.

However, due to a lack of funding, we are unable to award you a voucher at this time. What happens now?

* We will contact you by mail as soon as a resource is available. You are eligible for a: **1 bedroom in Cumberland County** when a voucher become available.

* It is important for you to respond to update letter(s) in writing and provide us with any change of address and information requested so that we know whether or not you still need Shelter Plus Care resources.

* When we are able to serve you, we will contact you and anyone else you have approved in writing (to the most recent address on file that you have provided). At that time, we will work with you to determine if you are still eligible for the Shelter Plus Care program.

You have the right to appeal this decision. Should you choose to appeal this decision, you must follow the appeal process enclosed with this letter.

If you have any questions regarding this notification please do not hesitate to call me at 874-1080.

Sincerely,

Housing Specialist
Housing

Cc: _____

Enclosure: DHHS Housing Subsidy Appeals Procedure

DHHS HOUSING SUBSIDY APPEALS PROCEDURE

The Shelter Plus Care subsidy program is administered through The Department of Health and Human Services - Adult Mental Health Services. The Program is administered by a network of Local Administrative Agencies (LAA). The goal of the program is to empower consumer choice, independence, and control by helping to provide safe and decent housing, a foundation of recovery and hope. The Shelter Plus Care program recognizes that you may not agree with a Shelter Plus Care decision. In these cases, you have the right to appeal.

Informal Agency Processes or Mediation is an option available anytime throughout the process. Any individual filing an appeal has the right to have a designated representative or advocate throughout the entire process.

Below is a one-page overview of the Shelter Plus Care appeal process:

1. The applicant or tenant makes a written request, called a Level I Appeal, to the designated Shelter Plus Care representative at the LAA within ten (10) working days from the date of the decision or action s/he is appealing. The Level I Appeal should include the date or the filing of the appeal, the specific policy, procedure, decision, or action in disagreement, suggestions about possible ways to resolve the situation, and where and how the Applicant or Tenant may

Designated BRAP Representative and LAA Information:

Mary Haynes-Rodgers, Executive Director
Shalom House, Inc.
106 Gilman Street
Portland, ME 04102

2. Within ten (10) working days, the designated Shelter Plus Care representative responds in writing to the Level 1 Appeal. The Shelter Plus Care representative may request an extension of an additional five (5) working days, if necessary.
3. If the Applicant or Tenant is not satisfied with the outcome of the Level 1 Appeal, s/he may appeal within ten (10) working days by filing a written Level II Appeal to the DHHS Adult Mental Health Housing Resource Development Manager, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-4243, fax (207) 287-1022, TTY (207) 287-2000.
4. The DHHS Adult Mental Health Housing Resource Development Manager conducts an investigation and provides a written response to the Applicant or Tenant within ten (10) working days from the date that s/he receives the appeal. The DHHS Adult Mental Health Housing Resource Development Manager may request an extension of an additional five (5) working days.
5. If dissatisfied with the Level II response, the Applicant or Tenant may appeal to the Commissioner of DHHS - Adult Mental Health Services. The written appeal must be sent within ten (10) working days from the date on the letter of the Level II decision. Sent to: Commissioner of DHHS - Adult Mental Health Services, 11 State House Station, Augusta, Maine 04333-0011, phone (207) 287-3707, fax (207) 287-3005, TTY (800) 606-0215.
6. The Commissioner may decide to refer this appeal, called a Level III Appeal, to the Department of Labor Division of Administrative Hearing Unit within five (5) working days. The Department of Labor Division of Administrative Hearings will begin preparation for a hearing and will contact the Applicant or Tenant.
7. The Commissioner receives an impartial recommended decision from the Department of Labor about the matter under dispute. The Commissioner may adopt, modify, or overturn the decision. The Commissioner's decision is the final agency action within DHHS - Adult Mental Health Services.
8. If the Applicant or Tenant remains dissatisfied with the outcome of the Level III ruling, the Applicant or Tenant may appeal to the Maine Superior Court.

Filing a Grievance is another option for you. If you believe there has been a possible violation of the Rights of Recipients of Mental Health Services you may file a Grievance by following the DHHS Grievance Process Guide For Recipients of Mental Health Services. A copy of this guide is available to you upon request.

ASSET WORKSHEET

Instructions: Please complete if household currently has assets. Include assets for all household members. Amounts listed in worksheet should match attached backup documentation.

Head of Household: _____

ASSETS INCLUDE:

1. **Current amounts in savings accounts and the average balance for the last six months for checking accounts.** Also include cash held at home or in a safe deposit box.
2. Cash value of revocable trusts. A revocable trust can be changed by the grantor at any time and is therefore counted as an asset.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
4. Stocks, bonds, Treasury Bills, certificates of deposit, money market funds.
5. IRA, Keogh and similar retirement savings accounts, even though the withdrawal would result in a penalty.
6. Some contributions to company retirement/pension funds. Include contributions while an individual is employed, count only the amount the family can withdraw without retiring or terminating employment. After retirement or terminating, count as an asset any amount the employee elects to receive as a lump sum.
7. Surrender value of whole life or universal insurance policy.
8. Personal property held as an investment (such as jewelry or antiques).
9. **Inheritances, lottery winnings, capital gains, insurance settlements and other lump sum amounts are considered assets.**
10. Assets disposed of for less than fair market value during the two years preceding certification or re-certification. The amount counted as an asset is the difference between the cash value and the amount actually received.
11. Mortgages or deed of trust held by a family member. The value of the asset is determined by calculating the unpaid principal at the end of the 12-month period following certification. Each year this balance will decline as more principal is paid off.

TYPE OF ASSET	TOTAL VALUE	PENALTIES	CASH VALUE (TOTAL VALUE MINUS PENALTIES)	INTEREST RATE	ACTUAL ASSET INCOME (MULTIPLY CASH VALUE BY INTEREST RATE)
TOTALS:				N/A	

Imputed Value = CASH VALUE x 2% = USE IMPUTED IF TOTAL CASH VALUE IS OVER \$5000 AND GREATER THAN ACTUAL ASSET INCOME

OR

Total Actual Asset Income = USE ACTUAL IF TOTAL CASH VALUE IS UNDER \$5000 OR GREATER THAN IMPUTED VALUE

SPC REPRESENTATIVE SIGNATURE

DATE

Maine DHHS Shelter Plus Care Chronic Homeless History Form

Instructions: Use this form when verifying Chronic Homeless status. List each episode of homelessness from the past 3 years in the chart below and **ATTACH** verification from a service provider/third party or a self affidavit for each episode of homelessness.

Self affidavits should be used rarely and only when third party documentation is not available.

Documentation from a service provider/third party must be attached for the current episode of homelessness.

Name: _____

Start Date	End Date	Type of Homelessness	Location or Shelter Name	City and State	Documentation Attached?
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit
		<input type="checkbox"/> Places not meant for human habitation / Streets <input type="checkbox"/> Emergency Shelter			<input type="checkbox"/> Third Party <input type="checkbox"/> Self Affidavit

 Staff Name Title Organization

 Signature Date

LAA Staff Use Only: Does this person meet HUD's Chronic Homeless Definition? Yes No

 Signature LAA Date

Authorization to Release Information

We are committed to the privacy of your health information. Please read this form carefully.

<input type="checkbox"/> Office of MaineCare Services	<input checked="" type="checkbox"/> Substance Abuse and Mental Health Services
<input type="checkbox"/> Office for Family Independence including Medical Review	<input type="checkbox"/> Office of Child and Family Services
<input type="checkbox"/> Maine Centers for Disease Control and Prevention	<input type="checkbox"/> Office of Aging and Disability Services
<input type="checkbox"/> Dorothea Dix Psychiatric Center	<input type="checkbox"/> Office of Administrative Hearings
<input type="checkbox"/> Riverview Psychiatric Center	<input type="checkbox"/> Other:

Individual's Name:	Individual's Date of Birth:
	Individual's Social Security Number:

Individual's Address:

Street Town/City State Zip Code

Records to be released, including written, electronic and verbal communication:

- All Healthcare, including treatment, services, supplies and medicines
- Claims Information Billing, payment, income, banking, tax, asset, and/or other information regarding eligibility for DHHS program benefits such as MaineCare
- Other: RENTAL ASSISTANCE & HOUSING INFORMATION
- Limit to the following date(s) or type(s) of information:
(e.g. "lab test dated June 2, 2016" or "hospital records from 1/1/16 - 1/15/16")

I authorize the DHHS office(s) checked above to: Release my information to: Obtain my information

from: Name: _____

Address: _____
Street Town/City State Zip Code

Fax No., where applicable: _____ Phone No. to verify Receipt of Fax _____

By initialing below, I agree to disclose the following types of information from my records:

_____ **Mental health services**

_____ **Drug or alcohol use/abuse program services**

_____ **HIV infection status or test results:** Maine law requires us to tell you that releasing this information may have implications. Positive implications may include giving you more complete care, and negative implications may include discrimination if the data is misused. DHHS will protect your HIV data, and all your records, as the law requires.

Please release the information noted on Page 1 for the following purpose(s):

- For a legal matter, including an administrative hearing To see if I qualify for insurance coverage or benefits
 For coordination of my care A Personal Request **Other (note below):**
Release and obtain personal information for statistical and billing purposes.

I permit DHHS to release and/or obtain my records as noted on this form. I understand and agree to the following:

- This form will expire one year from the date I sign below, unless I revoke (take back) my permission sooner by completing, signing and sending in the Revocation Form found on the DHHS website at <http://www.maine.gov/dhhs/privacy/index.shtml>. I may call DHHS at 207-287-3707 and ask for the office where I receive services if I need help revoking this form.
- I understand that taking back my permission to release my information does not apply to the information that was already shared after I signed this form.
- If I take back my permission to release my information, or if I refuse to release some or all of my healthcare or insurance information, that may result in improper diagnosis or treatment, denial of insurance coverage or a claim for health benefits, or other adverse consequences.
- This form permits the people or offices listed on Page 1 to speak to each other for the purpose(s) on this form.
- If I am disclosing healthcare information, I agree that records of any other providers (such as doctors, hospitals, and counselors) in my file are included in this release.
- Unless I am applying for benefits, DHHS will not condition my treatment, payment for services, or benefits on whether I sign this form.
- I have the right to make a written request to review my records. If I wish to receive a copy of my healthcare or billing information, a fee may be charged as permitted by law.
- If I want to review my mental health program or provider records before they are released, I must check **THIS BOX**. I understand that the review will be supervised.
- DHHS offices will keep my information confidential as required by law. If I give my permission to share my records with people who are not required by law to keep them private, they may no longer be protected by federal confidentiality laws.
- If alcohol or drug treatment or program records are included in this release, federal law requires the person sharing those records to include a notice saying that such information may not be re-released or shared without my written permission, unless required or permitted by law.
- I am signing this form voluntarily, and I have the right to a signed copy of this form if I request one.

If requesting that electronic records be transmitted by email, please **clearly** print the email address below:

I understand that DHHS systems may not be able to send my information securely through email. I understand that email and the internet have risks that DHHS cannot control and that the information possibly could be read by a third party. I accept those risks and still request that DHHS send my information by email. **INITIAL HERE** _____

Date: _____ Signature _____

Personal Representative's authority to sign: _____

EMPLOYMENT WORKSHEET

Instructions: Please complete for each household member who is currently employed. Attach pay stubs for 4 complete weeks of work and list in chart below or use an employment verification form completed by employer.

Household member name: _____

Is the household member the head of household? Yes No

If No, name of head of household: _____

How many hours are being worked per week? _____ Hours per week

Employment type: Permanent Temporary Seasonal

SOURCE	PAY PERIOD	GROSS AMOUNT	<i>EXAMPLE</i>
			\$150
			\$250
			\$125
			\$75
	TOTAL:		\$600
	NUMBER OF PAYCHECKS:		4
	AVERAGE PAYCHECK: (TOTAL DIVIDED BY NUMBER OF PAYCHECKS)		\$150
	FREQUENCY PAID: (WEEKLY, BIWEEKLY, MONTHLY, ETC)		WEEKLY
	NUMBER OF PAY PERIODS PER YEAR:		52
	ANNUAL AMOUNT: (MULTIPLY AVG BY PAY PERIOD)		\$7800
	ADJUSTED MONTHLY AMT: (ANNUAL AMT DIVIDED BY 12)		\$650

SPC REPRESENTATIVE SIGNATURE

DATE

**HOUSING ASSISTANCE PAYMENT CONTRACT AMENDMENT
(HAP AMENDMENT)
BRAP AND SHELTER PLUS CARE**

Based on the recent housing subsidy recertification and/or contract rent change for

_____ at _____
(Tenant Name) (Unit Address)

the following changes have been made to the HAP Contract.

This document amends the Housing Assistance Payment Contract entered into between

_____ and _____
(LAA) (Owner/Agent)

Term of Amendment to HAP Contract

The term of this amendment shall begin on _____.
(Effective date of change)

Amendments to the HAP Contract shall be as follows:

The total monthly rent payable to the owner during the term of this contract is called the "contract rent".

The contract rent to owner is \$ _____ per month.

The amount of the tenant rent payment by the tenant to the owner is \$ _____ per month.

The amount of the Housing Assistance Payment by the LAA to the owner is \$ _____ per month.

Changes in Household Member Composition shall be as follows:

_____	<input type="checkbox"/> Add	<input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add	<input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add	<input type="checkbox"/> Remove
_____	<input type="checkbox"/> Add	<input type="checkbox"/> Remove

Signatures:

Print or Type Name and Title of Signatory

Print or Type Name of LAA

Signature

Date (mm/dd/yyyy)

SHELTER PLUS CARE PROGRAM HOUSING ASSISTANCE PAYMENTS CONTRACT

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Shelter Plus Care assistance under the Shelter Plus Care (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 582.

The local voucher program is administered by a Local Administrative Agent (LAA). The HAP contract is an agreement between the LAA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).
See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the LAA.

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all LAA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the LAA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The LAA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

Section 6. Housing Assistance Payment and Contract Start Date

Enter the initial amount of the monthly housing assistance payment and Contract Start Date.

Section 7. Tenant Rent Payment and Security Deposit

Enter the initial amount of the monthly tenant rent payment. Enter the Security Deposit amount and payer source.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Housing Assistance Payments Contract (HAP Contract) Shelter Plus Care Voucher Program

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

- Part A: Contract Information
- Part B: Body of Contract
- Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the LAA.

5. Initial Contract Rent to Owner

The initial contract rent to owner is: \$ _____ per month.

6. Initial Housing Assistance Payment and Contract Start Date

The HAP contract term commences on _____. This date must be after the unit passes Housing Quality Standard inspection (HQS) and has been determined by the LAA to be in compliance with the Fair Market Rent. The amount of the housing assistance payment by the LAA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the LAA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

7. Initial Tenant Rent Payment and Security Deposit

The amount of the tenant rent payment by the tenant to the owner is \$ _____ per month. The amount of the monthly tenant payment to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

The amount of Security Deposit required for this unit is \$_____.

The Security deposit will be paid by ___LAA, ___Tenant or ___No Security Deposit is required.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". **Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.**

Item	Specify fuel type	Provided by (O or T)	Paid by (O or T)
Heating	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> Other	Owner	
Cooking	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> Other	Owner	
Water Heater	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Bottle Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal <input type="checkbox"/> Other	Owner	
Other Electric		Owner	
Water		Owner	
Sewer		Owner	
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (Specify)			

Signatures:

Local Administrative Agency

Owner

Print or Type Name of LAA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail HAP Payments to:

Name

Address (street, city, State, Zip)

Housing Assistance Payments Contract (HAP Contract) Shelter Plus Care Voucher Program

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the LAA and the owner. The HAP contract is entered to provide assistance for the family under the Shelter Plus Care voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 582).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the LAA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Shelter Plus Care voucher program. The housing assistance payments by the LAA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Shelter Plus Care voucher program.
- b. The owner is responsible for screening the family's suitability for tenancy. The LAA is not responsible for such screening. The LAA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the LAA may exercise any available remedies. LAA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The LAA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the LAA and the LAA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the LAA.
- e. The LAA may inspect the contract unit and premises at such times as the LAA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The LAA must notify the owner of any HQS defects shown by the inspection.

4. Term of HAP Contract

- a. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease or occupancy agreement is terminated by the owner or the tenant.
 - (2) The LAA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the LAA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The LAA may terminate the HAP contract if the LAA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
 - (6) The LAA may terminate the HAP contract if the LAA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
 - (7) If the family breaks up, the LAA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
 - (8) The LAA may terminate the HAP contract if the LAA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. If a lease is present it shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the LAA in accordance with HUD requirements.

- b. The LAA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the LAA must consider:
- (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The LAA must redetermine the reasonable rent when required in accordance with HUD requirements. The LAA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the LAA any information requested by the LAA on rents charged by the owner for other units in the premises or elsewhere.

7. LAA Payment to Owner

a. When paid

- (1) During the term of the HAP contract, the LAA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The LAA must pay housing assistance payments promptly when due to the owner.
- (3) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The LAA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out except as follows:
 - (a) Vacated units - If the Individual moves from the Contract Unit without giving Notice to Vacate in accordance with the Lease, and the Owner immediately notifies the LAA of the vacancy the Owner shall receive up to one month's housing assistance payment due under the Contract for so much of the month as the Unit remains vacant.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of LAA payment to owner

- (1) The amount of the monthly LAA housing assistance payment to the owner shall be determined by the LAA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the LAA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The LAA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of LAA responsibility.

- (1) The LAA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The LAA shall not pay any claims by the owner against the family, except as noted in Part C Tenancy Addendum Section 8d.

f. **Overpayment to owner.** If the LAA determines that the owner is not entitled to the housing assistance payment or any part of it, the LAA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Shelter Plus Care or Bridging Rental Assistance Program assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. If the contract unit is leased to the tenant: The lease or Occupancy Agreement must be in accordance with the HAP contract and program requirements. If a lease is in place, the owner has provided the lease to the LAA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the LAA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the LAA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination.

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation or disability in connection with the HAP contract.
- b. The owner must cooperate with the LAA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Shelter Plus Care.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans/grants made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan/grant.
- b. If the LAA determines that a breach has occurred, the LAA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The LAA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the LAA to the owner may require the owner to take corrective action, as verified or determined by the LAA, by a deadline prescribed in the notice.
- c. The LAA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The LAA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the LAA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The LAA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. LAA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the LAA or HUD may reasonably require.
- b. The LAA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or LAA under Part B.
- b. The tenant or the LAA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The LAA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the LAA (except a LAA commissioner who is a participant in the program);
 - (2) Any employee of the LAA, or any contractor, sub-contractor or agent of the LAA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the LAA and DHHS.
- f. The conflict of interest prohibition under this section may be waived by the DHHS Housing office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the LAA.
- b. If the owner requests LAA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the LAA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the LAA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The LAA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under the DHHS Housing Subsidy programs;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal or State housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the DHHS Housing Subsidy programs, or for units leased under any other Federal or State housing program; or
 - (5) Has a history or practice of renting units that fail to meet State or local housing codes
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the LAA. The new owner must give the LAA a copy of the executed agreement.

15. Protected Health Information.

The purpose of this clause is to establish the permitted and required uses and disclosures by the owner and any protected health information (PHI) that the owner may possess by reason of the owner's relationship with the LAA.

- a. To the extent the owner may obtain information in the course of its duties under the agreement, the owner agrees:
 - (1) to maintain the same level of security and privacy with respect to PHI as required under the applicable policies and procedures of the LAA; and
 - (2) to comply with any security or privacy requirements for the PHI that may be imposed pursuant to the Health Insurance Portability and Accountability Act (HIPAA) or other applicable laws or regulations.
- b. Uses and Disclosures: Except as specifically authorized in writing by the individual who is the subject of the PHI, or as required by law, the owner will maintain the confidentiality of all PHI in accordance with the provisions of this clause and of the HIPAA Privacy Rule. Owner hereby agrees the owner:
 - (1) Will not use or further disclose the PHI, except as permitted or required by this contract or as required by law;
 - (2) Will use appropriate safeguards to keep the PHI confidential;
 - (3) Will report any inappropriate disclosure of the PHI of which Owner becomes aware;
 - (4) Will ensure the Owner's agents or sub-landlord's (including any person to whom PHI may be disclosed hereunder) also agree to the same restrictions that are contained in this clause;
 - (5) Will make available to the individual an accounting of any disclosures of the PHI;
 - (6) Will make the Owner's internal practices and records available to the Secretary of DHHS for the purposes of determining Owner's compliance with the requirements of this clause and of the HIPAA Privacy Rule; and
 - (7) Upon termination of the Agreement, will return or destroy all PHI information related to the tenant.

16. Written Notices.

Any notice by the LAA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the LAA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 582.

Housing Assistance Payments Contract (HAP Contract) Shelter Plus Care Voucher Program

Part C of HAP Contract: Tenancy Addendum

1. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the LAA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the LAA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

2. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the LAA housing assistance payment.
- b. Each month, the LAA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the LAA in accordance with HUD requirements for a tenancy under the Shelter Plus Care voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the LAA housing assistance payment under the HAP contract between the owner and the LAA. A LAA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the LAA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease and Part A of this contract.
- f. The owner must immediately return any excess rent payment to the tenant.

3. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

4. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances.** The owner must provide all utilities needed to comply with the HQS.

c. **Housing services.** The owner must provide all housing services as agreed to in the lease.

5. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity.**
 - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that 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;
 - (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or
 - (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Nothing in this section may be construed to limit the authority of a Local Administrative Agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (4) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the Local Administrative Agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or Local Administrative Agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (5) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the Local Administrative Agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (6) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the LAA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

6. LAA Termination of Assistance

The LAA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the LAA terminates program assistance for the family, this shall not affect the families other rights under the lease or occupancy agreement.

7. Family Move Out

The tenant must notify the LAA and the owner before the family moves out of the unit.

8. Security Deposit

- a. The owner may collect a security deposit from the tenant for an amount not to exceed one month's rent.

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease. Eligibility for re-imbursement requires the owner to allow the LAA to conduct a move-out inspection.
- c. The owner must give the tenant and the LAA a list of all items charged against the security deposit. This list must include documentation and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the party who paid the security deposit.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant. Upon receipt of written documentation of such claims and demonstration of proof of attempts to collect such debt from tenant, the owner may request reimbursement from the LAA for an amount not to exceed two month's rent minus the security deposit collected.

9. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation or disability in connection with the lease.

10. Conflict with Other Provisions of Lease

In case of any conflict between the provisions of the tenancy addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the tenancy addendum shall control.

11. Changes in Rent

The owner must notify the Tenant and LAA of any changes in the amount of the rent to owner at least forty-five days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the LAA in accordance with HUD requirements.

12. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

13. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the LAA and the owner. The LAA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any LAA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Shelter Plus Care tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Shelter Plus Care program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

LAA. Local Administrative Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Shelter Plus Care voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the LAA housing assistance payment to the owner.

Shelter Plus Care. The Shelter Plus Care (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 582.

Voucher program. The Shelter Plus Care voucher program. Under this program, HUD provides funds to an LAA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Maine HMIS Release of Information

Client Name: _____

DOB: _____

I agree to allow HMIS Staff to: Release To: <input type="checkbox"/> Obtain From: <input type="checkbox"/>
Person or Agency: Maine HMIS (MHSA-Maine Homeless Management Information System)
The purpose of this release: Allow entry of personal data into the Maine HMIS system

Please check and initial one of the following:

_____ **I DO NOT:** want any of the information about me and my family/household members entered in to the Maine HMIS System.

_____ **I DO:** authorize Shalom House Inc. HMIS Registered Users to enter the following information about me and my family/household members into the Maine MHIS system.

_____ Service received

_____ Income amounts and sources

_____ Living situation and housing history
(Upon entry/exit)

_____ Education (ages 5-17 only)

_____ Employment Status

_____ Military History

_____ Demographics (Name, DOB, Race, Ethnicity, and Social Security Number)

_____ Psychosocial History (Status and treatment of: HIV/AIDS, Mental Health, and Drug & Alcohol)

_____ Other: _____

- Right to Refuse: I understand that I may refuse authorization to disclose some or all of the information in my treatment record, but that such a refusal may result in improper diagnosis or treatment, denial of coverage or a claim for health benefits or insurance, or other adverse consequences.
- Right to Revoke: I understand that I have the right to revoke this authorization at any time, provided that I do so in writing or verbally.
- Right to Review: I understand that I have the right to inspect or copy any information to be used and/or disclosed under this authorization.
- I understand that the above information may be covered by the rules of the Maine Department of Health and Human Services (the "Rights of Recipients of Mental Health Services"). I waive my right to review this information prior to its disclosure.

THIS RELEASE/AUTHORIZATION WILL EXPIRE ON: _____
(not to exceed 1 year from date signed)

This Authorization shall be in force and effect until the expiration date noted above, at which time this authorization to use or disclose my protected health information expires.

I choose to willingly release the information stated above. I understand the information will be used only for the purposes indicated and cannot be released to anyone else without my written consent unless otherwise provided for in legislation regarding protected health information and confidentiality of mental health records.

CLIENT SIGNATURE: _____
(or Guardian)

DATE: _____

WITNESS: _____

DATE: _____

Inspection Form

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract		Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Project Number

A. General Information

Street Address of Inspected Unit

City _____ County _____ State _____ Zip _____

Name of Family _____ Current Telephone of Family _____

Current Street Address of Family

City _____ County _____ State _____ Zip _____

Number of Children in Family Under 6 _____

Name of Owner or Agent Authorized to Lease Unit Inspected _____ Telephone of Owner or Agent _____

Address of Owner or Agent

- Housing Type (check as appropriate)
- Single Family Detached
 - Duplex or Two Family Row
 - House or Town House
 - Low Rise: 3,4 Stories, Including Garden Apartment
 - High Rise; 5 or More Stories
 - Manufactured Home
 - Congregate
 - Cooperative
 - Independent Group Residence
 - Single Room Occupancy
 - Shared Housing
 - Other:(Specify)

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stair ripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

HousingChoiceVoucherUnits If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition. If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable. If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

HousingChoiceVoucherUnits If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive." Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

8. General Health and Safety

8.1 Access to Unit

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

“Adequate covered facilities” includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). “Approvable by local public agency” means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check “Inconclusive.” Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

“Loose, broken, or missing steps” should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

“Other hazards” would be conditions such as bare electrical wires and tripping hazards.

HousingChoiceVoucherUnits If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings).

Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check “Not Applicable.”

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would “seriously and continuously endanger the health or safety of the residents” are:

other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),

evidence of flooding or major drainage problems,

evidence of mud slides or large land settlement or collapse,

proximity to open sewage,

unprotected heights (cliffs, quarries, mines, sandpits),

fire hazards,

abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1	Access to Unit Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2	Exits Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3	Evidence of Infestation Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4	Garbage and Debris Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5	Refuse Disposal Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6	Interior Stairs and Common Halls Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7	Other Interior Hazards Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8	Elevators Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9	Interior Air Quality Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10	Site and Neighborhood Conditions Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11	Lead-Based Paint: Owner Certification If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

Inspection Checklist

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection	Date of Last Inspection (mm/dd/yyyy)		PHA
Initial	Special	Reinspection	

A. General Information		Housing Type (check as appropriate) Single Family Detached Duplex or Two Family Row House or Town House Low Rise: 3, 4 Stories, Including Garden Apartment High Rise: 5 or More Stories Manufactured Home Congregate Cooperative Independent Group Residence Single Room Occupancy Shared Housing Other
Inspected Unit	Year Constructed (yyyy)	
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/>	Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms
<input type="checkbox"/>	Fail		
<input type="checkbox"/>	Inconclusive		

Inspection Checklist					Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Window Condition				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear ____ Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
4.10	Smoke Detectors					
5. All Secondary Rooms (Rooms not used for living)						
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)**1. Living Room**

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent?\$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O =Owner or T =Tenant) Range _____Refrigerator _____Microwave_
6. Is there anything else you want to tell us? (specify) Yes No

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
------------------	-----------	---------------------------------	---------------------------

Type of Inspection	Initial	Special	Reinspection
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Item Number	Reason for "Fail" or "Pass with Comments"	Rating
-------------	---	--------

Continued on additional page Yes No

Sample Move Out Inspection

NAME OF FAMILY:	DATE OF INSPECTION:
DATE FAMILY MOVED IN:	DATE FAMILY MOVED OUT:
ADDRESS OF INSPECTED UNIT:	NAME/ADDRESS OF OWNER/AGENT:
	PHONE:
INSPECTOR:	

List any damage and note condition of apartment.

Living Room:

Condition of floor/carpet:

Wall Condition:

Ceiling Condition:

Window Condition:

Light globes/bulbs present:

Other damage:

Kitchen:

Condition of floor/carpet:

Wall Condition:

Ceiling Condition:

Window Condition:

Light globes/bulbs present:

Stove Condition:

Cupboards/Counters:

Refrigerator:

Sink:

Other damage:

Bathroom:

Condition of fixtures (i.e., toilet, medicine chest, mirror, sink, etc):

Wall Condition:

Floor Condition:

Ceiling Condition:

Master Bedroom:

Condition of floor/carpet:

Wall Condition:

Ceiling Condition:

Window Condition:

Light globes/bulbs present:

Other damage:

Other Bedrooms:

Condition of floor/carpet:

Wall Condition:

Ceiling Condition:

Window Condition:

Light globes/bulbs present:

Other damage:

Hallways:

Condition of floor/carpet:

Wall Condition:

Ceiling Condition:

Window Condition:

Light globes/bulbs present:

Other damage:

Comment on overall cleanliness of the unit:

Is there trash or debris present which landlord must remove?

Are there signs of rodent/insect infestation?

Are pet smells present?

Other comments:

I, _____, agree that the above is an accurate description of the condition of the unit at the time of move-out. The cost to repair the damage listed above and any unpaid tenant rent may be deducted from the security deposit.

Landlord/Agent

Date

LAA Representative

Date

Income Increase Form

Head of Household: Yes No If No, Name of Head of Household: _____

First Name: _____ MI: _____ Last Name: _____ Suffix: _____

LAA: _____ Grant: _____ Effective Date: _____

Please check all sources of income that apply and enter amounts received for those sources per month.

Receiving Income	Source of Income <i>(Check all that apply)</i>	Income Amount per month
<input type="checkbox"/> Yes <input type="checkbox"/> No	Earned Income	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Unemployment Insurance	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Supplemental Security Income (SSI)	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security Disability Income (SSDI)	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	VA Service Connected Disability Compensation	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Private Disability Insurance	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Worker's Compensation	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Temporary Assistance for Needy Families (TANF)	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	General Assistance	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Retirement Income From Social Security	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	VA Non-Service Connected Disability Pension	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Pension or Retirement Income from Another Job	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Child Support	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Alimony or Other Spousal Support	\$
<input type="checkbox"/> Yes <input type="checkbox"/> No	Other – Specify Source _____	\$
	TOTAL MONTHLY INCOME	\$

Note: This form should be used for income amount increases that do not exceed the \$500 rule but must be recorded in HMIS. Individuals that have income increases less than \$500 are not responsible for a Housing Assistance Payment (HAP) reduction until Annual Recertification. Verification of an income increase, for the purposes of this form only, can be verbal or a written self-affidavit. All written verification should be attached to this form and sent to the CAA with monthly certification paperwork.

MEDICAL EXPENSE WORKSHEET

Instructions: Please list anticipated medical expenses paid directly by the tenant that are not covered by insurance or are not reimbursable. Only expenses anticipated for the **next** 12 months can be counted.

Allowable Examples: Ongoing prescription medication costs, scheduled surgery in the next year, insurance premiums paid out of pocket, anticipated dental work, etc.

Household member name: _____

Is the household member the head of household? Yes No

If No, name of head of household: _____

Attach backup documentation for each amount listed in chart:

	Source	Amount listed	Frequency	Annual Amount
Medicare Insurance:				
Other Health Insurance:				
Prescription Medicines:				
Prescription Medicines:				
Prescription Medicines:				
Other:				
Other:				
Total:				

SPC REPRESENTATIVE SIGNATURE

DATE

13. Prior Living Situation

Where were you living before being housed with this subsidy? (CHOOSE ONLY ONE)

How many days?

Homeless Situations:

<input type="checkbox"/>	Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport, tent, camping site or anywhere outside)	
<input type="checkbox"/>	Emergency shelter, including hotel or motel paid for with emergency shelter voucher	
<input type="checkbox"/>	Safe Haven	
<input type="checkbox"/>	Interim Housing	

Institutional Situations:

<input type="checkbox"/>	Foster care home or foster care group home	
<input type="checkbox"/>	Hospital (non-psychiatric)	
<input type="checkbox"/>	Jail, prison or juvenile detention facility	
<input type="checkbox"/>	Long-Term Care Facility or Nursing Home	
<input type="checkbox"/>	Psychiatric hospital or other psychiatric facility	
<input type="checkbox"/>	Substance abuse treatment facility or detox center	

Transitional and Permanent Housing Situations

<input type="checkbox"/>	Hotel or motel paid for <u>without</u> emergency shelter voucher	
<input type="checkbox"/>	Owned by client, no ongoing housing subsidy	
<input type="checkbox"/>	Owned by client, with ongoing housing subsidy	
<input type="checkbox"/>	Permanent housing for formerly homeless persons (such as SHP, S+C, or SRO Mod Rehab)	
<input type="checkbox"/>	Rental by client, no ongoing housing subsidy	
<input type="checkbox"/>	Rental by client, with VASH housing subsidy	
<input type="checkbox"/>	Rental by client, with other (non-VASH) ongoing housing subsidy	
<input type="checkbox"/>	Staying or living in a family member's room, apartment or house	
<input type="checkbox"/>	Staying or living in a friend's room, apartment or house	
<input type="checkbox"/>	Transitional housing for homeless persons (including homeless youth)	

14. What was your housing status prior to program entry? (CHOOSE ONLY ONE)

<input type="checkbox"/>	<p>Literally Homeless</p> <p>Examples:</p> <ul style="list-style-type: none"> Place not meant for habitation (e.g., a vehicle, abandoned building, bus/train/ station/airport or anywhere outside) Emergency shelter, including hotel or motel paid for with emergency shelter voucher A hospital or other institution, if the person was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution; Fleeing a domestic violence situation.
<input type="checkbox"/>	<p>Imminently losing housing: Are currently housed and not literally homeless, per above definition; Are imminently losing their housing, whether permanent or temporary; Have no subsequent housing options identified; and Lack the resources or support networks needed to retain current housing or obtain temporary or permanent housing.</p> <p>Examples:</p> <ul style="list-style-type: none"> Being evicted from a private dwelling unit (including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations); Being discharged from a hospital or other institution; Living in housing that has been condemned by housing officials and is no longer considered meant for human habitation;
<input type="checkbox"/>	<p>Unstably housed and at-risk of losing housing: Are currently housed and not literally homeless or imminently losing their housing, per above definitions; Are experiencing housing instability, but may have one or more other temporary housing options; and Lack the resources or support networks to retain or obtain permanent housing.</p> <p>Examples:</p> <ul style="list-style-type: none"> Frequent moves because of economic reasons; Living in the home of another because of economic hardship; Being evicted from a private dwelling unit (including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations); Living in a hotel or motel not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations; Living in severely overcrowded housing; Being discharged from a hospital or other institution; or Otherwise living in housing that has characteristics associated with instability and an increased risk of homelessness.
<input type="checkbox"/>	<p>Stably housed: In a stable housing situation and not at risk of losing this housing</p>

15. If coming from a Homeless Situation:

How many separate times have you been *on the streets or in a shelter* in the past 3 years? _____

Approximate Date Homelessness Started: ____/____/____

16. Where was the last apartment, room, or house you lived in for 90 days or more?

Town/City: _____ State: _____ Zip Code: _____

17. Are you currently employed? Yes No

17a. **If yes**, how many hours are you working per week? _____hours

Employment Type: Permanent Temporary Seasonal

17b. **If No**, are you currently looking for work? Yes No

18. Are you a victim or survivor of domestic violence? Yes No

18a. **If yes, when:** Within the past three months ago Three to six months ago
 From six to twelve months ago More than a year ago
 Don't Know Refused to Answer

18b. **If yes**, are you currently fleeing? Yes No Refused

19. Are you presently attending school? (For children ages 5-17 only) Yes No

19a. **If yes**, Name of School/District where student is Enrolled/Seeking enrollment:

19b. **If no**, Date last enrolled in school _____
Month/Day/Year

19c. **Do you have a McKinney-Vento Homeless Assistance Liaison?** Yes No

Tenant's Certification: By signing below, I certify that the information contained in this form is true and complete to the best of my knowledge and belief. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, eviction, formal investigation, legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.

TENANT or HOUSEHOLD MEMBER or GUARDIAN SIGNATURE

DATE

SUBSIDY REPRESENTATIVE SIGNATURE

DATE

DHHS SUBSIDY PROGRAM HOUSEHOLD MEMBER MOVE-OUT FORM

Instructions: Please complete for each household member who leaves or is removed from the household.

HOUSEHOLD MEMBER NAME _____

MOVE OUT DATE _____

APPLICANT (VOUCHER HOLDER) _____

GRANT _____

1. Reason for Leaving	
<input type="checkbox"/> Completed program	<input type="checkbox"/> Non-compliance with program
<input type="checkbox"/> Criminal activity / violence	<input type="checkbox"/> Non-Payment of Rent / occupancy charge
<input type="checkbox"/> Death	<input type="checkbox"/> Reunification (Children only)
<input type="checkbox"/> Disagreement with rules/persons	<input type="checkbox"/> Other, (Explanation Required):
<input type="checkbox"/> Left for housing opportunity before completing program	
<input type="checkbox"/> Needs could not be met	

2. Destination	
<input type="checkbox"/> Deceased	<input type="checkbox"/> Rental by client, no ongoing housing subsidy
<input type="checkbox"/> Emergency shelter, including hotel or motel paid for with emergency shelter voucher	<input type="checkbox"/> Rental by client, VASH Subsidy
<input type="checkbox"/> Foster care home or foster care group home	<input type="checkbox"/> Rental by client, other (non-VASH) ongoing housing subsidy
<input type="checkbox"/> Hospital (non-psychiatric)	<input type="checkbox"/> Staying or living with family, permanent tenure
<input type="checkbox"/> Hotel or motel paid for <u>without</u> emergency shelter voucher	<input type="checkbox"/> Staying or living with family, temporary tenure (e.g., room, apartment or house)
<input type="checkbox"/> Jail, prison or juvenile detention facility	<input type="checkbox"/> Staying or living with friends, permanent tenure
<input type="checkbox"/> Owned by client, no ongoing housing subsidy	<input type="checkbox"/> Staying or living with friends, temporary tenure (.e.g., room apartment or house)
<input type="checkbox"/> Owned by client, with ongoing housing subsidy	<input type="checkbox"/> Substance abuse treatment facility or detox center
<input type="checkbox"/> Permanent supportive housing for formerly homeless persons (such as SHP, S+C, or SRO Mod Rehab)	<input type="checkbox"/> Transitional housing for homeless persons (including homeless youth)
<input type="checkbox"/> Place not meant for habitation (e.g., a vehicle, an abandoned building, or anywhere outside)	<input type="checkbox"/> Other, Specify:
<input type="checkbox"/> Psychiatric hospital or other psychiatric facility	

3. Is household member employed? Yes No

If employed, select tenure: Permanent Seasonal Temporary

If employed, how many hours are they working per week? _____ Hours

4. Currently looking for employment or increased employment hours? Yes No

DHHS SUBSIDY PROGRAM
HOUSEHOLD MEMBER MOVE-OUT FORM

5. Income & Other Assistance Sources

<u>Income Sources:</u>	<u>Monthly Amount:</u>	<u>Other Assistance Sources:</u>
<input type="checkbox"/> No financial resources		<input type="checkbox"/> None
<input type="checkbox"/> Supplemental Security Income (SSI)	\$ _____	<input type="checkbox"/> Food Stamps
<input type="checkbox"/> Supplemental Security Disability Income (SSDI)	\$ _____	<input type="checkbox"/> Medicare
<input type="checkbox"/> Social Security	\$ _____	<input type="checkbox"/> MaineCare
<input type="checkbox"/> Employment income	\$ _____	<input type="checkbox"/> Veterans Health Care
<input type="checkbox"/> Unemployment benefits	\$ _____	<input type="checkbox"/> WIC
<input type="checkbox"/> General Public Assistance (GA)	\$ _____	<input type="checkbox"/> Other;
<input type="checkbox"/> Temporary Aid Needy Families (TANF)	\$ _____	Specify: _____
<input type="checkbox"/> State Supplement	\$ _____	
<input type="checkbox"/> Other, Specify: _____	\$ _____	

Subsidy Representative Signature

Agency

Date

**Shelter Plus Care/BRAP
Payment Contract**

Client Name: _____ Date: _____

Address: _____

Payee Name (if applicable): _____

Payee Address: _____

I acknowledge that I owe a total of \$_____ to _____ for [Check Applicable Items]

___ SPC Active Security Deposit \$_____ Grant Name _____

___ SPC Lost Security Deposit Debt \$_____ Grant Name _____

___ SPC Additional Damages Debt \$_____ Grant Name _____

___ SPC Rent/Utility Subsidy Overpayment \$_____ Grant Name _____

___ BRAP Active Security Deposit \$_____

___ BRAP Lost Security Deposit \$_____

___ BRAP Additional Damages \$_____

___ BRAP Rent/Utility Subsidy Overpayment \$_____

To be eligible to move to another unit or to gain admission to any other DHHS Subsidy program (or be re-admitted to any said program), I understand that I must either a) pay back one hundred percent (100%) of my debt to the specific DHHS Subsidy program or b) enter into a documented payment plan to pay back my debt for a period not to exceed twelve (12) months.

Since I am unable to pay my entire debt at this time, I agree to pay back the remaining balance over a Period not to exceed twelve (12) months per the terms my Tenant Responsibility Agreement.

Therefore, to pay this balance, I agree to make payments of \$_____ per month.

My first payment is due by the _____ of _____, 20____.

day month year

Payments will be made using check or money order by the _____ of each month and will be mailed to or dropped off (during regular business hours, Monday-Friday, 9:00am – 5:00pm) at:

By signing below, I agree to pay as agreed to above. I understand that I am also responsible for paying my monthly tenant rent to the landlord in addition to the payments towards the unpaid balance I owe to _____. These payments to _____ must be made monthly so as not to jeopardize my subsidy, that is, to allow the rental subsidy _____ is paying to my landlord to continue.

Procedure: <input type="checkbox"/> Copy to Client <input type="checkbox"/> Copy to File <input type="checkbox"/> Copy to Accounting Current Grant _____
--

Tenant/Guardian Date

LAA Representative Date

PORTABILITY REQUEST FORM

The initial LAA is responsible for filling out both the **Initial LAA** portion and the **Receiving LAA** portion. Once complete the initial LAA will send via email, mail or secure file to the CAA for approval.

If a portable household is already participating in the voucher program, income eligibility is not re-determined.

NOTE: Program participants who have been a victim of domestic violence, dating violence, sexual assault, or stalking may retain rental assistance and move to a different CoC for safety.

Initial LAA

First Name: _____ Last Name: _____ Date: _____ Debt: _____

Initial LAA: _____ City/Town: _____ County: _____ Grant: _____

Unit Size: _____ FMR: _____ Last Month Billed: _____ HAP Amount: _____

Contact Person: _____ Phone: _____ Fax: _____

Receiving LAA

First Name: _____ MI: _____ Last Name: _____ Date: _____

Receiving LAA: _____ City/Town: _____ County: _____

Grant: _____ Unit Size: _____ FMR: _____ First Month eligible to bill: _____

Contact Person: _____ Phone: _____ Fax: _____

Note: If the billing month changes at any point in the portability process a new form must be completed and re submitted.

Office Use Only:

Disposition of Request: Approved Denied

Signature: _____ **Date:** _____

CAA Representative

SHELTER PLUS CARE RENTAL CALCULATION FORM

TENANT NAME: _____

EFFECTIVE DATE:	DATE HOUSEHOLD FIRST HOUSED:
HOUSEHOLD ADDRESS:	ACTION PROCESSED: <input type="checkbox"/> MOVE IN CERT <input type="checkbox"/> UNIT TRANSER <input type="checkbox"/> ANNUAL RECERT <input type="checkbox"/> INTERIM RECERT <input type="checkbox"/> GROSS RENT CHANGE
CHECK APPLICABLE GRANT: <input type="checkbox"/> ME 1 <input type="checkbox"/> ME 2 <input type="checkbox"/> ME 3 <input type="checkbox"/> ME 6 <input type="checkbox"/> ME10 <input type="checkbox"/> ME 19 <input type="checkbox"/> ME 20 <input type="checkbox"/> ME 22 <input type="checkbox"/> ME 23 <input type="checkbox"/> PORT5 <input type="checkbox"/> PORT 6 <input type="checkbox"/> PORT 7 <input type="checkbox"/> PORT 8 <input type="checkbox"/> PORT 12 <input type="checkbox"/> PORT 13 <input type="checkbox"/> PENOB 1 <input type="checkbox"/> PENOB 6 <input type="checkbox"/> SB SHI <input type="checkbox"/> YCSPI II SB <input type="checkbox"/> YCSPI SB-13 <input type="checkbox"/> OTHER: _____	CIRCLE UNIT SIZE (WRITE IN AS NEEDED) SRO EFF 1BR 2BR 3BR 4BR _____ HOUSEHOLD SIZE: _____ <u>LANDLORD NAME/ADDRESS:</u>

INCOME:	EMPLOYMENT (USE WORKSHEET)	SSI/SSDI	TANF	STATE SUPP.	ASSETS (USE WORKSHEET)	OTHER (LIST)	TOTAL
MONTHLY							

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

Tenant Initials: _____ Date: _____

Rep Initials: _____ Date: _____

SHELTER PLUS CARE RENTAL CALCULATION FORM

37. HOUSEHOLD COMPOSITION:

Household Member Name	Relationship to Applicant	SNAPS	MaineCare	Medicare	Other Assistance Source(s)
	SELF	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

TENANT’S CERTIFICATION: I/We certify that the information contained on this Rental Calculation Form is true and complete to the best of my/our knowledge and belief. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, eviction, formal investigation, legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.

TENANT SIGNATURE

DATE

OTHER ADULT SIGNATURE

DATE

SHELTER PLUS CARE REPRESENTATIVE

DATE

SPC REQUEST FOR TENANCY

TENANT NAME: _____ PHONE: _____

Landlord/Agent Contact Name: _____ Phone: _____

Requested Start Date of Lease: _____ Proposed Rent: \$ _____

Unit Address: _____ Is the Unit Vacant? Yes No

Is the Electricity on? Yes No

Type of Unit: Single Family Detached Row House/Semi Detached
 Duplex/Two Family Apartment - (1-4 Stories)
 Mobile Home Apartment - (5 or more Stories)

Number of Bedrooms _____	Building Age Pre-1978 <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------	--

Heat: <input type="checkbox"/> Tenant <input type="checkbox"/> Oil <input type="checkbox"/> Owner <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Kerosene <input type="checkbox"/> Wood	Hot Water: <input type="checkbox"/> Tenant <input type="checkbox"/> Oil Electric <input type="checkbox"/> Owner <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/>	Cooking (Stove) <input type="checkbox"/> Tenant <input type="checkbox"/> Electric <input type="checkbox"/> Owner <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane	Electric: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner	Sewer: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner Water: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner
--	---	--	---	--

Is the tenant responsible for any other expenses? Yes No

If yes, please list/explain: _____

Is there any chipping, peeling, or cracking paint on the interior or exterior of the building? Yes No

Landlord/Agent print EXACTLY how Housing Assistance Payment (HAP) Check is to be made out. This should match the information listed on the W-9.



Landlord/Agent Signature: _____ Date: _____

OFFICE USE ONLY: DO NOT WRITE BELOW THIS LINE				Housing Specialist: _____		
Location Designation <input type="checkbox"/> CC-Portland HMFA <input type="checkbox"/> CC-Cumberland HMFA <input type="checkbox"/> CC-Bridgton Area <input type="checkbox"/> YC-York HMFA <input type="checkbox"/> YC-Kittery/Berwick HMFA <input type="checkbox"/> Other:	Unit Size Approved _____	Reason for Inspection <input type="checkbox"/> Initial Move-In <input type="checkbox"/> Unit Transfer	Children Under 6? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Rent \$ _____ \$ _____	Utility Allowance _____	Is Tenant Eligible for a Sec. Dep.? If so, list amount to be pd. <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Date Forwarded to Housing Inspector: _____				Date and Time of Schedule Inspection: _____		

Security Deposit Acknowledgment Form

TENANT NAME: _____ GRANT: _____

APARTMENT ADDRESS: _____

LANDLORD NAME & ADDRESS: _____

I acknowledge my request for a Security Deposit to be paid on my behalf to my landlord in the amount of

\$ _____ (tenant initials)

I understand a new security deposit will not be granted in a new unit unless 100% payment for previous security deposit debt has been received. I will be responsible for any debt to lost Security Deposit and Damage Claims due to tenant damages in the unit or back rent owed. _____ (tenant initials)

The landlord agrees upon termination of lease or habitation at the above address to notify _____ (LAA), and must request a move-out inspection prior to cleaning or making repairs to the unit. The landlord agrees to return the security deposit IN FULL unless monies from said deposit are required for tenant back rent and/or to repair damages to the above premises cause by the tenant. Within 30 days, the landlord agrees to notify the LAA of the disposition of the security moneys and to provide an itemized explanation for any portion of the security deposit not returned to the LAA. _____ (landlord initials)

Tenant/Guardian

Date

Landlord

Date

LAA Representative

Date

LAA use only:

Please check one of the following after tenant moves from unit:

Security Deposit balance was returned by Landlord: \$ _____

Damage claim was approved for \$ _____

Security Deposit was forgiven due to: _____

Damage Claim/Debt Letter Sent to Tenant on: _____

Monthly Maximum Social Security Payment

I, _____ self-certify that I receive a Social Security
Tenant or household member

Payment of _____ that meets the published monthly standard Social Security Payment.

I certify that the information above is true and complete to the best of my knowledge and belief. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, formal investigation, and legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.

_____	_____
Tenant or household member Signature	Date
_____	_____
LAA Representative Signature	Date

State Supplement

I, _____ DO DO NOT receive the _____ State Supplement.
Tenant or household member dollar amount

I certify that the information above is true and complete to the best of my knowledge and belief. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, formal investigation, and legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.

_____	_____
Tenant or household member Signature	Date
_____	_____
LAA Representative Signature	Date

Self-Certification of Income

Head of Household: Yes No If No, Name of Head of Household: _____

First Name: _____ MI: _____ Last Name: _____ Suffix: _____

LAA: _____ Grant: _____ Effective Date: _____

Please check all sources of income that apply and enter amounts received for those sources per month.

Receiving Income	Source of Income <i>(Check all that apply)</i>	Income Amount per month
<input type="checkbox"/> Yes <input type="checkbox"/> No	Earned Income	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Unemployment Insurance	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Supplemental Security Income (SSI)	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security Disability Income (SSDI)	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	VA Service Connected Disability Compensation	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Private Disability Insurance	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Worker's Compensation	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Temporary Assistance for Needy Families (TANF)	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	General Assistance	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Retirement Income From Social Security	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	VA Non-Service Connected Disability Pension	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Pension or Retirement Income from Another Job	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Child Support	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Alimony or Other Spousal Support	\$ _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Other – Specify Source _____	\$ _____
TOTAL MONTHLY INCOME		\$ _____

TENANT'S CERTIFICATION: I/We certify that the information contained on this Self – Certification of Income Form is true and complete to the best of my/our knowledge and belief. Intentionally submitting false or incomplete information about income could result in termination of subsidy.

TENANT SIGNATURE

DATE

GUARDIAN SIGNATURE

DATE

SUBSIDY REPRESENTATIVE

DATE

Shelter Plus Care
Application for Housing Assistance

1. Name: _____

1a. Maiden Name or previous names (if applicable) _____

2. County Preferred: _____

3. Mailing Address: _____

4. Telephone Number: _____

5. Gender:

Male Female Transgender MTF Transgender FTM Gender Non-Conforming

6. Social Security Number: _____

7. DOB: _____

8. Veteran: Yes No

9. Are you Hispanic or Latino? Yes No

10. Race (check all that apply):

American Indian or Alaskan Native
 Black or African-American
 White or Caucasian

Asian
 Native Hawaiian or Pacific Islander
 Other: _____

11. Correspondence: Do you want us to copy all correspondence (i.e. acceptance letter, denial letter, debt information) to your referral source or other service provider? If yes, please provide name, address and phone number

Payee: Yes No _____

Service Provider: Yes No _____

Case Manager: Yes No _____

Guardian: Yes No _____

12. Disabilities: (Information below should match Disability Verification form). Please check all that apply.

Severe mental illness (SMI) AIDS-related disease Physical Disability Brain Injury

Chronic alcohol abuse Chronic drug abuse Developmental Disability

Other: Specify: _____

13. Current Housing: The U.S. Department of Housing and Urban Development requires documentation of homelessness and disability. *(Attach verification of living situation verification on agency letterhead stating location, length of stay and date of homelessness; include title of person completing the verification.)*

- Chronically Homeless: Documented Literal Homeless (Homeless continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where combined occasions total at least 12 months)
- Long Term Stayer: Documented Literal Homeless *(180 nights out of the past 365 days)*
- Living in a place not designed for habitation
- Living in emergency shelter or hotel with emergency funds
- Transitional housing for homeless persons
- Victim of Domestic Violence Situation
- Other*: Specify: _____

****Please note eviction proceedings and living with family and friends do not meet the qualification guidelines for Shelter Plus Care***

14. Household Information: # of Household Members who will be residing in the unit: _____

**Please note: Each individual who will be residing in the unit must complete a Household Member Form*

15. Applicant Income & Other Assistance Sources

Income Sources

Monthly Amount:

No financial resources \$ _____

Supplemental Security Income (SSI) \$ _____

Social Security Disability Income (SSDI) \$ _____

Social Security \$ _____

Employment income \$ _____

General Public Assistance (GA) \$ _____

Unemployment benefits \$ _____

Temporary Aid Needy Families (TANF) \$ _____

State Supplement \$ _____

Other (Source): _____ \$ _____

TOTAL Monthly INCOME: \$ _____

Other Assistance Sources

- None
- SNAP / Food Stamps
- Medicare
- Medicaid (MaineCare)
- SCHIP
- VA Medical Services
- WIC
- TANF (Child Care / Transp.)
- Indian Health Services
- Employer Provided Insurance
- Other (Source): _____

All application information is true and correct to the best of my knowledge. I give my consent to release the above information to persons or agencies involved with the program for the purpose of determining program eligibility, as well as coordination of locating an apartment, calculating housing assistance, and providing appropriate services.

This consent will automatically expire in one year or on _____.

Applicant Signature

Date

Guardian Signature (If applicable)

Date

Guardian Address & Phone Number: _____

Prepared/Reviewed by: _____

Please sign name and credentials

Agency: _____

Telephone: _____

OFFICE USE ONLY

Application Completed On: ___/___/___

Was applicant accepted into program: ___Yes ___No

Was applicant verified as chronic homeless: ___Yes ___No

Was applicant verified as a Long Term Stayer: ___Yes ___No

If denied, please describe reason: _____

Other Comments: _____

Local Administrative Agency: _____

Representative Signature

Date

Grant: _____ **Slot assigned:** /_____/_____

Slot Size: _____

Date Housed in program: _____/_____/_____

Worker Assigned: _____

DISABILITY VERIFICATION FORM

INSTRUCTIONS:

A qualified professional with one of the following credentials (MD, DO, LCPC, LCSW, APRN-BC, NP, PA, Psychologist; or any other person Licensed by the State of Maine to diagnose and treat persons with the conditions listed below) must complete this form. For example, LADC staff may complete this form only for applicants with a qualified substance abuse disability.

Name: _____ DOB: _____

SECTION 1: APPLIES TO INDIVIDUALS WITH PSYCHIATRIC DISABILITIES, CHRONIC SUBSTANCE ABUSE (alcohol or drug abuse), POST-TRAUMATIC STRESS DISORDER, BRAIN INJURY, AND HIV/AIDS

A person shall be considered to have a disability if he or she has an impairment that:

- (a) is expected to be of long-continued and indefinite duration **AND**
- (b) substantially impedes the person's ability to live independently **AND**
- (c) could be improved by more suitable housing conditions **AND**
- (d) is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury.

If a, b, c, and d above are true then please check "Yes" otherwise check "No" YES NO

SECTION 2: APPLIES TO INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES

The above named individual has a chronic and severe developmental disability which:

- (a) is attributable to a mental and/or physical impairment or combination mental and physical impairments; **AND**
- (b) was manifested before the person attained age 22; **AND**
- (c) is likely to continue indefinitely; **AND**
- (d) results in substantial functional limitations in three (3) or more of the following areas of major life activity: self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; and economic self-sufficiency; **AND**
- (e) reflects the individual's need for a combination and sequence of special interdisciplinary or generic services, individualized support, or other forms of assistance that are of lifelong, or extended duration and are individually planned and coordinated.

If a, b, c, d and e above are true then please check "Yes" otherwise check "No" YES NO

OR

(f) An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, maybe considered to have a developmental disability without meeting three or more of the criteria described in the above paragraphs through the definition of "developmental disability" in this section if the individual, without services and supports, has a high probability of meeting these criteria later in life.

If f, please check "Yes" or "No" YES NO

SECTION 3: Applies to all applicants

The individual named above is an individual with (a): (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Psychiatric Disability | <input type="checkbox"/> Chronic Alcohol Abuse |
| <input type="checkbox"/> HIV/AIDS | <input type="checkbox"/> Chronic Substance Abuse |
| <input type="checkbox"/> Post-Traumatic Stress Disorder | <input type="checkbox"/> Brain Injury |
| <input type="checkbox"/> Developmental Disability | <input type="checkbox"/> Physical Disability |
| <input type="checkbox"/> Other Disability _____ | |

Name and credentials of Provider

Agency and Telephone Number

Signature

Date



MAINE HOMELESS MANAGEMENT INFORMATION SYSTEM
AUTHORIZATION FOR DISCLOSURE OF HEALTH AND/OR PERSONAL INFORMATION

For: _____
(First Name) (Middle) (Last Name) (Date of Birth)

READ FIRST: _____ ("Participating Agency") participates in a federally funded Maine State Housing Authority ("MaineHousing") program for persons who are homeless. Such participation includes collecting and entering into a Maine Homeless Management Information System ("HMIS") certain personal and demographic information Participating Agency maintains for homeless persons it serves, and such information can also include health care information (such as needs assessment information used to establish your level of housing needs and services) if Participating Agency is a licensed health care provider. Information entered and maintained in the HMIS about you can then be accessed and used by MaineHousing and other participating agencies to evaluate outcomes and the effectiveness of MaineHousing's program in reducing homelessness. Authorizing Participating Agency to collect and enter into the HMIS personal and health care information about you may reduce or eliminate the need for you to be screened repeatedly by each participating agency from which you seek services (i.e., minimize the number of times you have to "tell your story"), allow you to receive services more quickly, and enhance MaineHousing's and participating agencies' ability to provide you with more effective coordinated services to meet your housing needs. If you wish to authorize Participating Agency to disclose your personal and/or health care information to MaineHousing and other participating agencies through the HMIS, please complete and sign this form. Participating agencies who are "covered entities" under HIPAA, may use and disclose your health care information only for purposes authorized by the federal HIPAA Privacy Standards and applicable Maine health care confidentiality law, pursuant to this authorization, and pursuant to each participating agency's own Notice of Privacy Practices, which is posted at each participating agency and should be offered to you by each participating agency from which you obtain services.

By signing below, I acknowledge, understand and agree that:

- ✓ My and my dependent children's (identified below) personal and health care information and records are protected by federal and state laws and regulations governing the confidentiality of client records and cannot be disclosed without my written authorization unless otherwise provided for in such laws and regulations. All agencies that participate in the Maine HMIS have an obligation to keep confidential my personal information, identifying information, records, and any health care information, they maintain about me and my dependent children as listed on this form below.
- ✓ *Unless I strike out this sentence*, I intend for this authorization to include disclosure of (i) any mental and behavioral health information maintained by any participating agency that is a licensed mental health agency, facility or program (which I have the right to review at any reasonable time before deciding to authorize its disclosure on this form); (ii) any mental and behavioral health information related to mental health services provided to me by licensed mental health professionals (i.e., psychiatrists, psychologists, clinical nurse specialists, social workers and counseling professionals) at a participating agency; and (iii) any HIV information maintained about me by any participating agency (which disclosure of HIV information could have adverse consequences, including loss or denial of employment, health insurance benefits, life insurance benefits, and other forms of discriminatory treatment, whether lawful or unlawful).
- ✓ *Unless I strike out any of the following*, I intend this authorization to include (i) the disclosure of records and information the disclosing agency has received from other agencies, healthcare providers or facilities, and (ii) subsequent disclosures of information that are within the scope of this authorization.

- ✓ This authorization is also intended to include disclosure of my historical record contained within the HMIS.
- ✓ I authorize the disclosures permitted by this authorization to be made through the HMIS, by fax, mail or orally, as deemed most appropriate by the parties authorized to share my information.
- ✓ None of the parties authorized to share my information under this authorization will receive any payment or other remuneration in exchange for disclosing my information, except as may be allowed by law.
- ✓ I may refuse to authorize the disclosure of some or all of the personal or health care information described on this form concerning me or any of my listed dependents below to any of the other collaborating Maine HMIS participating agencies. However, I understand that my refusal could result in improper services or other adverse consequences.
- ✓ Participating Agency will not condition services or treatment on whether I sign this authorization.
- ✓ I may revoke this authorization at any time, in writing, by notifying the Participating Agency in the manner described in Participating Agency's Notice of Privacy Practices, except to the extent that Participating Agency or other persons or entities have already acted in reliance on it. Revocation WILL NOT be retroactive.
- ✓ There is the potential that information disclosed pursuant to this authorization may be redisclosed by persons or entities receiving the information and that, as a result, the information may no longer be protected.
- ✓ Data derived from my information will be used by MaineHousing to report to funders, the Maine Department of Health & Human Services, and for advocacy purposes.
- ✓ All information collected on the Client Profile, Entry, Interim, and Exit Assessments, and the Shelter/Home to Stay prioritization tool will be shared with MaineHousing and other participating agencies through the HMIS to aid and assist service providers in obtaining housing and services for me and/or my household.
- ✓ I have a right to a copy of this signed authorization.

I have read the foregoing information, or it has been read to me, and I have had the opportunity to ask questions about it and any questions that I have asked have been answered to my satisfaction.

By signing below, I give permission to the Participating Agency identified above to disclose to and obtain from MaineHousing and the other Maine agencies participating in the Maine HMIS identified on Exhibit A attached, any personal information and health care information that any of these participating agencies maintain about me, or about any of my dependent children who are not authorized by law to authorize such disclosure on their own behalf. I authorize such disclosures for purposes of evaluating my housing service needs, coordinating the delivery of housing services to me, for evaluating outcomes and the effectiveness of the MaineHousing's emergency shelter homeless program in reducing or eliminating homelessness, and for the other uses and purposes described elsewhere on this form above.

This authorization will automatically expire in thirty (30) months, unless I revoke it earlier. To the extent that this authorization authorizes disclosure of any mental health information maintained by a licensed mental health agency, facility or program, this authorization will automatically expire in one (1) year with respect to the disclosure of such mental health information, unless I revoke it earlier.

Signature of Client, Guardian, Health Care Power of Attorney
or Health Care Surrogate

Date

Provider Use:

- _____ did not give permission to share and exchange information with other Maine HMIS participating agencies for the purpose of evaluating services needed and to coordinate service delivery.
- _____ gave limited permission to share and exchange information with other Maine HMIS participating agencies for the purposes of evaluating services needed and to coordinate service delivery.

EXHIBIT A
Maine Homeless Management Information System
AUTHORIZATION FOR DISCLOSURE OF HEALTH AND/OR PERSONAL INFORMATION

PARTICIPATING AGENCIES

Aroostook Mental Health Services, Inc.
The Bangor Area Homeless Shelter
Bread of Life Ministries, Inc.
Catholic Charities Maine
City of Portland
Area IV Mental Health Services Coalition (Common Ties Mental Health Center)
Community Health and Counseling Services
Community Housing of Maine, Inc.
Employment Specialists of Maine, Inc.
H.O.M.E., Incorporated
Homeless Services of Aroostook
Kennebec Valley Mental Health Center
Knox County Homeless Coalition
Maine Department of Health and Human Services
Maine State Housing Authority
Mid-Maine Homeless Shelter, Inc.
New Beginnings, Inc.
Penobscot Community Health Center
Preble Street
Portland Housing Authority
Rumford Group Homes, Inc.
Rural Community Action Ministry
Shalom House, Inc.
Shaw House
Sweetser
Tedford Housing
York County Shelter Programs, Inc.
Washington Hancock Community Agency
Western Maine Homeless Outreach
YANA Inc.
U.S. Department of Veterans Affairs
Veterans Inc.
Volunteers of America Northern New England, Inc.

***Applicant Initials:** _____

DHHS SUBSIDY PROGRAMS
BRAP / SPC Household Member Form

Instructions: Please complete a Household Member form for each individual who will be residing in the unit.

**If form is not completely filled out, the LAA reserves the right to return the application.*

1. Household Member Name: _____

2. Program: BRAP Shelter Plus Care

3. Relationship to HOH: _____

4. Gender: M F Transgender M to F Transgender F to M Gender Non-Conforming

5. Date of Birth: _____ 6. Social Security Number: _____

7. Are you a Veteran? Yes No

8. Are you Hispanic or Latino? Yes No

9. Race (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> American Indian or Alaskan Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African-American | <input type="checkbox"/> Native Hawaiian or Pacific Islander |
| <input type="checkbox"/> White or Caucasian | <input type="checkbox"/> Other: _____ |

10. Do you have a Disabling Condition? Yes No

If yes:

- | | | |
|---|--|---|
| <input type="checkbox"/> Severe Mental Illness | <input type="checkbox"/> HIV/AIDS | <input type="checkbox"/> Developmental Disability |
| <input type="checkbox"/> Alcohol Abuse | <input type="checkbox"/> Drug Abuse | |
| <input type="checkbox"/> Chronic Health Condition | <input type="checkbox"/> Physical Disability | |

11. Income and Other Assistance Sources:

Income Sources:

- | | |
|---|--------------------------|
| <input type="checkbox"/> No Financial Resources | Monthly Amount: \$ _____ |
| <input type="checkbox"/> Supplemental Security Income (SSI) | \$ _____ |
| <input type="checkbox"/> Social Security Disability Income (SSDI) | \$ _____ |
| <input type="checkbox"/> Social Security Retirement | \$ _____ |
| <input type="checkbox"/> Employment income | \$ _____ |
| <input type="checkbox"/> General Public Assistance (GA) | \$ _____ |
| <input type="checkbox"/> Unemployment Benefits | \$ _____ |
| <input type="checkbox"/> Temporary Aid Needy Families (TANF) | \$ _____ |
| <input type="checkbox"/> State Supplement | \$ _____ |
| <input type="checkbox"/> Other (Source): _____ | \$ _____ |

Other Assistance Sources:

- | |
|--|
| <input type="checkbox"/> None |
| <input type="checkbox"/> SNAP/Food Stamps |
| <input type="checkbox"/> Children's State Health Program (SCHIP) |
| <input type="checkbox"/> Medicare |
| <input type="checkbox"/> MaineCare |
| <input type="checkbox"/> Veterans Health Care |
| <input type="checkbox"/> Employer-Provided Health Insurance |
| <input type="checkbox"/> Indian Health Services |
| <input type="checkbox"/> WIC Insurance |
| <input type="checkbox"/> Other (Source): _____ |

TOTAL MONTHLY INCOME: \$ _____

12. Where are you currently residing?

- Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport, tent, camping site, or anywhere outside)
- Emergency shelter, including hotel or motel paid for with emergency shelter voucher
- Safe Haven
- Foster care home or foster care group home
- Hospital (non-psychiatric)
- Jail, prison or juvenile detention facility
- Long-Term Care Facility or Nursing Home
- Psychiatric hospital or other psychiatric facility
- Substance abuse treatment facility or detox center
- Hotel or motel paid for without emergency shelter voucher
- Owned by client, no ongoing housing subsidy
- Permanent housing for formerly homeless persons (such as SHP, S+C, or SRO Mod Rehab)
- Rental by client, no ongoing housing subsidy
- Rental by client, with VASH housing subsidy
- Rental by client, with other (non-VASH) ongoing housing subsidy
- Staying or living in a family member's room, apartment or house
- Staying or living in a friend's room, apartment or house
- Transitional housing for homeless persons (including homeless youth)

Length of Stay: _____ | Zip Code: _____

15. If coming from a Homeless Situation:

How many separate times have you been on the streets or in a shelter in the past 3 years? _____

Approximate Date Homelessness Started: ____/____/____

18. Are you a victim or survivor of domestic violence? Yes No

18a. If yes, when:

- Within the past three months ago
- From six to twelve months ago
- Don't Know
- Three to six months ago
- More than a year ago
- Refused to Answer

18b. If yes, are you currently fleeing? Yes No Refused

Tenant's Certification: By signing below, I certify that the information contained in this form is true and complete to the best of my knowledge and belief.

APPLICANT or HOUSEHOLD MEMBER (18+) or GUARDIAN SIGNATURE

DATE

Statement of No Income

Instructions: Please complete this form for each adult household member who has no income source.

Household Member Name: _____

Are you the head of household? Yes No

If No, Name of Head of Household: _____

I am NOT receiving any income at this time. I understand that I am responsible for:

1. Reporting any income I receive; and
2. Paying a portion of my income as rent.

I agree to contact my Subsidy Representative when I begin to receive income. Failure to report any or all income in a timely manner may result in loss of eligibility to participate in this program.

Please provide a brief explanation of what efforts are currently being taken to gain income. If you have applied for benefits, include the approximate date of application.

Tenant/Household Member

Date

LAA Representative

Date

Subsidy Termination Request Form

LAA: _____ Grant: _____ Date of Request: _____

HOH Name: _____ Date of Last Contact: _____

Reason for Termination Request:

- Criminal activity / violence, (Explain):

- Disagreement with rules/persons, (Explain):

- Non-Payment of Rent, (Explain):

- Abandoned Unit, Effective Date : _____ (Explain):

- Death, Date: _____ **Household members have the right to retain rental assistance until the expiration of the lease.** (Explain):

- Other, (Explain):

*Attach all relevant documentation for subsidy termination to Subsidy Termination Request Form.
All termination requests must be approved by the CAA prior to termination of assistance.*

Office Use Only:

Disposition of Request: Approved Denied Denied with Client Conditions

Conditions: _____

Signature: _____ **Date:** _____
CAA Representative

DHHS SUBSIDY SUPPORT SERVICES FORM

Instructions: Please complete the following questions for each household member (adults and children). This form should be completed at the time of **Move In** and **Annual Review**.

1. **Effective Date of Certification:** _____

2. **Household Member Name:** _____

3. **Are you the Head of Household?** Yes No

3a. **If No, Name of Head of Household:** _____

4. **Grant Name:** _____

5. **Do you have a Mental Health Condition?**

- Yes, is of long and indefinite duration and **substantially impairs** ability to live independently
- Yes, is of long and indefinite duration and **does not substantially impair** ability to live independently
- No

6. **Do you now, or have you had in the past, an Alcohol Abuse Problem?**

- Yes, I currently have an alcohol abuse problem of long and indefinite duration that substantially impairs my ability to live independently.
- Yes, I have had an alcohol abuse problem in the past, but not currently.
- No

7. **Do you now, or have you had in the past, a Drug Abuse Problem?**

- Yes, I currently have a drug abuse problem of long and indefinite duration that substantially impairs my ability to live independently.
- Yes, I have had a drug abuse problem in the past, but not currently.
- No

8. **Do you have HIV/AIDS?** Yes No Unknown Refused

9. **Do you have a Developmental Disability?** Yes No

(A severe, chronic disability of an individual that is attributable to a mental or physical impairment or combination of a mental and physical impairment. Is likely to continue indefinitely, manifests before the age of 22 and results in substantial functional limitations in three of the major life activities: self-care, receptive and expressive language and learning.)

10. **Do you have a Physical Disability?** Yes No

11. **Do you have a Chronic Health Condition?** Yes No

(Example: heart disease, severe asthma, diabetes, arthritis-related conditions, traumatic brain injury, post-traumatic distress syndrome, dementia, severe headache/migraine, cancer, chronic bronchitis, liver condition, stroke, emphysema, etc.)

12. **Are you currently receiving services and/or treatment for any of the following conditions?**

- None
- Substance abuse; Alcohol and/or Drug abuse (Case Management, Treatment Clinics, Support Groups, etc.)
- Developmental disability (Case Management, Life Skills, etc.)
- HIV/AIDS (Case Management, Medical Treatment, Support Groups, etc.)
- Physical disability (Medical Treatment, Physical Therapy, Occupational Therapy, etc.)
- Mental health condition (Case Management, Life Skills, Therapy, Peer Support, Psychiatry, etc.)
- Chronic Health Condition (Medical Treatment, Case Management, Physical Therapy, Social Support, etc.)
- Other; Specify: _____

13. Are you currently looking for employment or increased employment hours? Yes No

14. Are you a victim/survivor of domestic violence? Yes No

14a. If yes, when:

Within the past three months ago
From six to twelve months ago
Don't know

Three to five months ago
More than twelve months ago
Refuse to answer

15. Are you presently attending school? (For children in grades pre-school – 12th only) Yes No

15a. If yes, Name of School/District where student is Enrolled/Seeking enrollment:

15b. If no, Date last enrolled in school _____
Month/Day/Year

**SHELTER PLUS CARE
TENANT RESPONSIBILITY AGREEMENT**

TENANT: _____

LAA: _____

1. **Rent Payments:** Rent is due the 1st of each month. The Tenant's rent is paid to landlord. If the Tenant does not pay the rent, the landlord/property manager will have the right to begin eviction by giving the Tenant a 7-Day Notice to Vacate. The S3C Program will not pay the Tenant's portion of the rent.
2. **Disturbing the Peace:** The Tenant agrees not to cause or allow on the premises any excessive nuisance, noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants in the building or violates any state law or local ordinance.
3. **Certification:** Tenant will report all current income for every member of the household, provide verification of all income, report the names of all individuals living in the unit, and notify LAA of any changes to household income and/or household composition within 10 business days of such change. Tenant will comply with annual and/or interim re-certification procedures including but not limited to: verification of household composition and income and completing releases of information. Failure to furnish true, accurate, and complete information, now or in the future, will result in one or more of the following: termination from program, eviction, formal investigation, legal action. Intentionally submitting false or incomplete information, including but not limited to submitting false household income and/or composition, is a crime.
4. **Visitor/Household Member:** S3C considers any individual(s) who stays in the unit for fourteen (14) days or more per month to be a member of the household. Any failure to report such individual(s) to LAA may result in legal action, collection activity, and/or immediate termination from the SPC program.
5. **Security Deposits:** SPC may pay the full security deposit on a unit. The Tenant will be responsible to pay for any damages that occur during their tenancy. If the Landlord does not return the Security Deposit paid by SPC after tenant moves out, due to some fault of the Tenant (i.e. damages, unpaid rent), then SPC will not pay another Security Deposit for the Tenant for another apartment unless repayment is made on the initial Security Deposit. Acceptance to another DHHS sponsored housing subsidy source requires repayment of program debt, including but not limited to past due rent and damages.
6. **Unit Concerns:** If there is a problem or concern after the Tenant has moved into the unit, it is the Tenant's responsibility to contact the landlord. If the Tenant is not successful in having the matter resolved to their satisfaction, then the Tenant should contact their LAA Representative for assistance.
7. **Moving:** In accordance with the Lease or Rental Agreement, a tenant may move from the current unit to another unit only if a thirty-day (30 day) written notice has been submitted by the first day of the month previous to the move, to both the landlord and LAA.
8. **Continuing Assistance:** If Tenant leaves an apartment and wants to continue to receive assistance from SPC, the Tenant must keep the LAA Representative informed of such plans. If the Tenant leaves an apartment and does not move into another apartment with SPC assistance within 30 days, and does not maintain contact with their LAA Representative, the tenant will be terminated from the SPC assistance. After that 30-day period, the tenant will need to reapply for SPC assistance, if reinstatement is desired.
9. **Eviction:** If a tenant is evicted from a SPC subsidized unit, the tenant may be terminated from the SPC.
10. **Building Rules:** Tenant agrees to follow the terms and conditions of the Lease or Rental Agreement between the Landlord and Tenant. Tenant also agrees to abide by all building rules and guidelines set by manager/owner of the building.
11. **Debt Repayment:** Tenants who owe any debt (damages or back rent) to a DHHS administered housing subsidy program (Bridging Rental Assistance Program and/or Shelter Plus Care), may be considered for admission to any

DHHS administered housing subsidy program or transfer to another apartment within the program providing that one of the following minimum criterion has been met:

- 100% of account balance must be paid before move in and/or unit transfer; or
- Establishment of a legally assigned Representative Payee and a documented payment plan not to exceed 12 months; or
- Charges have been adjudicated through the SPC Appeals or DHHS Grievance Process.

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

12. Problem Solving Options: If a problem related to your Shelter Plus Care Program subsidy exists you can seek to solve it in several different ways. You have the right to use the formal DHHS Appeals or DHHS Grievance process if you are dissatisfied. Typically, dispute resolution processes include Informal Agency Processes, Mediation Services, DHHS Housing Subsidy Appeals Procedure or DHHS' formal grievance process.

I acknowledge receipt of:

- Protect Your Family from Lead In Your Home Brochure*
- DHHS Housing Subsidy Appeals Procedure*
- DHHS Rights of Recipients of Mental Health Services Manual*

I read or have had the above information read to me and understand this Agreement. I understand that any violation of this Agreement may be cause for legal action, collection activity, and/or immediate termination from the S+C program.

Tenant

LAA Representative

Date

Date

Revised 04/2008, 11/01/2009, 05/01/2010. 10/1/2010

DHHS SUBSIDY TERMINATION

Tenant Name: _____

Grant: _____

Unit Address: _____

Is this a Ported Slot? Yes No

If yes, include When/Where: _____

Move Out Date: _____

Forwarding Address: (if different)

Final Payment Date: _____

Final Look Date: _____

Termination Date: _____

1. Reason for Leaving	
<input type="checkbox"/> Aged Out (Youth Only)	<input type="checkbox"/> Needs could not be met
<input type="checkbox"/> Completed program	<input type="checkbox"/> Non-compliance with program
<input type="checkbox"/> Criminal activity / violence	<input type="checkbox"/> Non-Payment of Rent / occupancy charge
<input type="checkbox"/> Death	<input type="checkbox"/> Reached maximum time allowed
<input type="checkbox"/> Disagreement with rules/persons	<input type="checkbox"/> Reunification
<input type="checkbox"/> Found Placement (Youth Only)	<input type="checkbox"/> Other, (Explanation Required):
<input type="checkbox"/> Left for housing opp. (Emergency Shelter Exit Only)	
<input type="checkbox"/> Left for housing opp. before completing program	

2. Destination	
<input type="checkbox"/> Deceased	<input type="checkbox"/> Rental by client, VASH Subsidy
<input type="checkbox"/> Emergency shelter, including hotel or motel paid for with emergency shelter voucher	<input type="checkbox"/> Rental by client, other (non-VASH) ongoing housing subsidy
<input type="checkbox"/> Foster care home or foster care group home	<input type="checkbox"/> Staying or living with family, permanent tenure
<input type="checkbox"/> Hospital (non-psychiatric)	<input type="checkbox"/> Staying or living with family, temporary tenure (e.g., room, apartment or house)
<input type="checkbox"/> Hotel or motel paid for <u>without</u> emergency shelter voucher	<input type="checkbox"/> Staying or living with friends, permanent tenure
<input type="checkbox"/> Jail, prison or juvenile detention facility	<input type="checkbox"/> Staying or living with friends, temporary tenure (.e.g., room apartment or house)
<input type="checkbox"/> Owned by client, no ongoing housing subsidy	<input type="checkbox"/> Substance abuse treatment facility or detox center
<input type="checkbox"/> Owned by client, with ongoing housing subsidy	<input type="checkbox"/> Transfer to other LAA, Specify LAA:
<input type="checkbox"/> Permanent supportive housing for formerly homeless persons (such as SHP, SPC, or SRO Mod Rehab)	<input type="checkbox"/> Transitional housing for homeless persons (including homeless youth)
<input type="checkbox"/> Place not meant for habitation (e.g., a vehicle, an abandoned building, or anywhere outside)	<input type="checkbox"/> Other, (Explanation Required):
<input type="checkbox"/> Psychiatric hospital or other psychiatric facility	
<input type="checkbox"/> Rental by client, no ongoing housing subsidy	

3. Is tenant employed? Yes No

If employed, select tenure: Permanent Seasonal Temporary

If employed, how many hours are they working per week? _____ Hours

4. Currently looking for employment or increased employment hours? Yes No

DHHS SUBSIDY TERMINATION

5. Tenant paid debt, in full, before final move-out? Yes No

If No, how much is tenant's final debt? _____

6. Letter of Termination Sent to Tenant on: _____

7. Letter of Termination Sent to Landlord on: _____

8. Income & Other Assistance Sources

<u>Income Sources:</u>	<u>Monthly Amount:</u>	<u>Other Assistance Sources:</u>
<input type="checkbox"/> No financial resources		<input type="checkbox"/> None
<input type="checkbox"/> Supplemental Security Income (SSI)	\$	<input type="checkbox"/> Food Stamps
<input type="checkbox"/> Supplemental Security Disability Income (SSDI)	\$	<input type="checkbox"/> Medicare
<input type="checkbox"/> Social Security	\$	<input type="checkbox"/> MaineCare
<input type="checkbox"/> Employment income	\$	<input type="checkbox"/> Veterans Health Care
<input type="checkbox"/> Unemployment benefits	\$	<input type="checkbox"/> WIC
<input type="checkbox"/> General Public Assistance (GA)	\$	<input type="checkbox"/> Other;
<input type="checkbox"/> Temporary Aid Needy Families (TANF)	\$ _____	Specify: _____
<input type="checkbox"/> State Supplement	\$ _____	
<input type="checkbox"/> Other, Specify: _____	\$ _____	

LAA Representative Signature

Agency

Date

Complete a Household Member Move Out Form for each additional member of the household.