

760 CMR 38.00: DEPARTMENT OF MENTAL HEALTH RENTAL SUBSIDY PROGRAM

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38.01: Scope and Purpose

(1) 760 CMR 38.00 establishes standards and procedures for the provision of rental assistance under the Department of Mental Health Rental Subsidy Program.

(2) The following additional regulations are applicable: 760 CMR 5.00: *Eligibility and Selection Criteria*, and 760 CMR 6.00: *Occupancy Standards and Tenant Participation for State-aided Housing*, except as otherwise provided in 760 CMR 38.00 and DHCD guidance.

38.02: Definitions

Administering Agency (AA). A local housing authority established under M.G.L. c. 121B, § 3, or comparable provision of earlier general laws or special act; or a regional administering agency, a nonprofit corporation, or other entity under contract to DHCD to administer the DMH Rental Subsidy Program, which agrees to administer the DMH Rental Subsidy Program for eligible Housing Units leased both to Service Providers and to Client-tenants.

Client. A person who is:

- (a) enrolled either in a DMH operated or contracted service having residential support services or DMH case management, pursuant to 104 CMR 29.00: *Application for DMH Services, Referral, Service Planning and Appeals*; and
- (b) approved to participate in the DMH Rental Subsidy Program either as a Client-resident or as a Client-tenant.

Client-resident. A Client who resides in a Residence Unit within or constituting a Housing Unit leased to a Service Provider.

Client-tenant. A Client who enters into a lease directly with an owner of a Housing Unit.

Contract Rent. The total monthly rent to be paid to the property owner as specified in the DMH Rental Subsidy Program lease or other contract governing the use of the Housing Unit to house a Client(s). The Contract Rent includes the Occupancy Charge for each Client occupying a Residence Unit within the Housing Unit and the subsidy amount paid by the AA. The Contract Rent will be determined in part on whether the owner or Tenant pays the costs of Utilities.

DHCD. The Massachusetts Department of Housing and Community Development.

DMH. The Massachusetts Department of Mental Health, a department within the Executive Office of Health and Human Services for the Commonwealth of Massachusetts. DMH is responsible for selecting Service Providers and Clients, for allocating rental assistance subsidy funds and for performing inspections of Housing Units leased to Service Providers.

DMH Rental Subsidy Program. A program to assist low-income Clients to live in a residential community setting through the provision of supportive residential services or case management and a rental subsidy. DHCD provides a rental subsidy and DMH provides case management or supportive residential services either directly or through contracted Service Providers.

38.02: continued

Eligible Property. A building; development; rooming, lodging, or boarding house; or private residence which meets the requirements of 760 CMR 38.04.

Household. A Client who resides regularly as a single individual or with one or more persons in a Residence Unit as their primary residence and whose income and resources are available to meet their mutual needs. A Household may include more than one individual receiving DMH services. A Household may also include a full-time equivalent live-in Personal Care Attendant approved by the AA, as provided in DHCD guidance.

Housing Unit. All or part of an Eligible Property containing at least one Residence Unit. A Housing Unit may be an SRO.

Immediate Family. The spouse, child, parent, grandparent, grandchild, aunt, uncle, niece, nephew, brother, sister, brother-in-law, sister-in-law, guardian or Household member of an owner of an Eligible Property.

Maximum Allowable Rent. The maximum rent which may be paid to the owner of a Housing Unit in accordance with 760 CMR 38.07 and applicable DHCD guidance.

Occupancy Agreement. An agreement between a Service Provider and a Client-resident that sets forth the terms for a Client-resident's occupancy of a Residence Unit within or constituting a Housing Unit for which the Service Provider is the Tenant, consistent with DHCD and DMH guidance.

Occupancy Charge. The portion of the monthly Contract Rent that is the responsibility of the Household of a Client in accordance with 760 CMR 38.07.

Participant Agreement. An agreement between DMH and a Client-tenant that sets forth the terms for a Client-tenant's participation in the DMH Rental Subsidy Program, consistent with DMH guidance.

Personal Care Attendant. A person who, in accordance with DHCD guidance:

- (a) resides with a Client as a Household member solely for the purpose of providing necessary services to the Client or other Household member;
- (b) is not obligated to support the Client or other Household members and whose income is not available for the needs of any Household member; and
- (c) is paid to provide necessary services to the Client(s), or other Household member(s), including assistance in activities of daily living.

Rental Assistance. The subsidy program authorized by M.G.L. c. 121B, §§ 42 through 44A, and St. 1991, c. 138, § 2, Line Item 5046-1000.

Residence Unit. One or more rooms in which one Household resides, including an SRO, which makes up all or part of an eligible Housing Unit pursuant to 760 CMR 38.03. If a Residence Unit does not constitute the entire Housing Unit, a Household in a Residence Unit may have rights to use common areas within the Housing Unit. The appropriate size of a Residence Unit for a Household shall be determined in accordance with DHCD and DMH guidance.

Service Provider. An entity under contract to DMH that is authorized by DMH to participate in the DMH Rental Subsidy Program, or DMH itself, if it exercises the right to act as Service Provider; which provides services to Clients and may enter into a lease or other contract directly with an owner for use of a Housing Unit by Client-resident(s).

Single Room Occupancy Unit (SRO). A Housing Unit that consists of a single room dwelling used by one individual for living, sleeping, and eating that need not contain food preparation or sanitary facilities, or both, if common facilities are available for use by the occupant of the dwelling.

38.02: continued

State Sanitary Code. 105 CMR 410.00: *Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II).*

Tenant. A Client-tenant or Service Provider who enters into a lease agreement with the owner of a Housing Unit.

Utilities. Electricity; any other fuel for heat, hot water or cooking; water; sewer; and any other utility or service approved by DHCD pursuant to DHCD guidance.

Voucher. A contract between an AA and a Tenant which certifies eligibility for the DMH Rental Subsidy Program and sets forth associated program requirements, guidelines, and benefits, and specifies the number and size of Residence Units for which rent is subsidized pursuant to the Voucher in accordance with DHCD guidance.

Voucher Payment Contract. An agreement between an AA and the owner of a Housing Unit that sets forth the terms and conditions for the subsidy payments by the AA to the owner on the Tenant's behalf under the DMH Rental Subsidy Program, consistent with DHCD guidance.

38.03: Eligible Housing Unit and Residence Unit

- (1) An eligible Housing Unit must:
 - (a) be located in an Eligible Property pursuant to 760 CMR 38.04;
 - (b) contain one or more Residence Units and associated common space, if applicable;
 - (c) be available for lease to a Tenant;
 - (d) be reserved for occupancy by one or more eligible Clients' Households pursuant to 760 CMR 38.05; and
 - (e) be in compliance with the requirements of the State Sanitary Code and any other applicable state statute, regulations, code or local ordinance.
- (2) An eligible Residence Unit must:
 - (a) be located in an eligible Housing Unit pursuant to 760 CMR 38.03(1); and
 - (b) be occupied by a Client(s) or subject to a grace period for vacancy based on DHCD guidance.

38.04: Eligible Property

- (1) An Eligible Property shall:
 - (a) have one or more eligible Housing Units;
 - (b) be in compliance with local zoning requirements or be exempt from such requirements; and
 - (c) not be owned by the applicable AA.
- (2) Inspections of Eligible Properties.
 - (a) Housing Units leased to a Service Provider shall be inspected and approved by DMH licensing, in accordance with 104 CMR 28.14: *Licensing and Operational Standards for Community Services*, and DMH guidance, before initial occupancy and annually thereafter.
 - (b) Housing Units leased to a Client-tenant shall be inspected and approved before initial occupancy by the municipal board of health for compliance with the State Sanitary Code or by the AA consistent with DHCD guidance, except as otherwise provided in DHCD guidance.

38.05: Client Eligibility

- (1) To be initially eligible for the DMH Rental Subsidy Program, a Client must:
 - (a) be financially eligible as determined by the AA pursuant to 760 CMR 5.06(1), 760 CMR 38.07(3) and DHCD guidance;
 - (b) participate in DMH operated or contracted supportive residential services or case management as determined by or pursuant to 104 CMR 29.00: *Application for DMH Services, Referral, Service Planning and Appeals* and DMH guidance;

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- (c) not be the owner or manager of the Eligible Property, a member of the owner's or manager's Immediate Family, or residing in a Household with a member of the owner's or manager's Immediate Family; and
 - (d) be selected as a Client-resident or Client-tenant pursuant to 760 CMR 38.06.
- (2) A Client will remain eligible for the DMH Rental Subsidy Program until such time as one or more of the following occurs:
- (a) Six months have passed after the first date on which both of the following conditions are met:
 - 1. The Client's net Household income, as determined by the AA in accordance with 760 CMR 38.07(3) and (4), exceeds the limits specified in 760 CMR 5.06(1), in accordance with DHCD guidance; and
 - 2. The Client's Occupancy Charge is equal to, or greater than, the Contract Rent.
 - (b) The Client fails to comply with the recertification requirements in 760 CMR 38.07(4), in accordance with DHCD guidance.
 - (c) The Client applies for and receives another housing subsidy, such as a voucher issued pursuant to 760 CMR 49.00: *Massachusetts Rental Voucher Program*, or Section 8 of the Housing Act of 1937, 24 CFR 982, in accordance with the following and pursuant to DHCD guidance:
 - 1. If the Client applies for and receives another housing subsidy for use at the same Housing Unit, the Client may remain in the same Housing Unit but is ineligible for the DMH Rental Subsidy upon:
 - a. the completion of execution of all required documents for the initiation of subsidy payments through the other housing subsidy; and
 - b. the initiation of subsidy payments through the other housing subsidy.
 - 2. If the Client applies for and receives another housing subsidy that the Client intends to utilize at a different location, the Client remains eligible until the earlier to occur of:
 - a. the completion of execution of all applicable lease and subsidy documents for the Client to reside at the different location and the initiation of subsidy payments through the other housing subsidy; or
 - b. the expiration of the maximum time period allowed for a housing search under the applicable subsidy program, unless the Client is then referred by DMH to continue or renew eligibility for the DMH Rental Subsidy Program as a result of loss of the other subsidy.
 - (d) The Client ceases to participate in DMH supportive residential services or case management, as applicable, pursuant to 104 CMR 29.00: *Application for DMH Services, Referral, Service Planning and Appeals*, or otherwise violates the Occupancy Agreement or Participant Agreement applicable to the Client, in accordance with DMH guidance.
 - (e) The Client otherwise no longer qualifies as a Client-resident or Client-tenant under 760 CMR 38.06.
- (3) Procedures for termination of a Client's participation in the DMH Rental Subsidy Program:
- (a) Notices and procedures regarding termination of a Client's participation in the DMH Rental Subsidy Program based on the Client's ineligibility pursuant to 760 CMR 38.05(2)(a), (b), (c), or (e) (other than ineligibility determined by DMH) shall comply with 760 CMR 38.06(1)(d) or 38.06(2)(i), as applicable, and the grievance procedures set out in 760 CMR 6.00, except as otherwise established by DHCD guidance. Each AA shall establish termination notices and procedures subject to DHCD approval that include proper written notice to all applicable parties, including notice of the opportunity to request a reasonable accommodation and the opportunity for grievance and appeal.
 - (b) Notices and procedures regarding termination of a Client's participation in the DMH Rental Subsidy Program based on the Client's ineligibility pursuant to 760 CMR 38.05(2)(d) or (e) (for ineligibility determined by DMH) shall comply with 760 CMR 38.06(1)(e) or 38.06(2)(j), as applicable, and the requirements set out in 104 CMR 29.00: *Application for DMH Services, Referral, Service Planning and Appeals* and DMH guidance.

38.05: continued

(c) Notices and procedures regarding termination of a Client's participation as a Client-tenant in the DMH Rental Subsidy Program pursuant to 760 CMR 38.06(2) shall comply with 760 CMR 38.06(2)(i) and the grievance procedures set out in 760 CMR 6.00: *Occupancy Standards and Tenant Participation for State-aided Housing*, except as otherwise established by DHCD guidance. Each AA shall establish termination notices and procedures subject to DHCD approval that include proper written notice to all applicable parties, including notice of the opportunity to request a reasonable accommodation and the opportunity for grievance and appeal.

38.06: Selection of Client-residents and Client-tenants; Continued Occupancy or Participation

(1) Client-residents.

(a) If the Service Provider holds the lease for a Housing Unit, the Service Provider is responsible for the selection of the Client-resident(s) for the Residence Unit(s) within that Housing Unit in accordance with DMH guidance. The Client must meet the eligibility standards set forth in 760 CMR 38.05.

(b) Continued occupancy by a Client-resident in a Residence Unit for which the Service Provider is the Tenant shall be determined by the Service Provider, pursuant to applicable DMH guidance.

(c) The Service Provider shall promptly notify the AA in writing any time there will be a change in occupancy of a Residence Unit by a Client-resident.

(d) The AA shall notify DHCD and DMH in writing any time the AA has determined a Client-resident to be ineligible for the DMH Rental Subsidy Program.

(e) The Service Provider shall promptly notify the AA, DMH and DHCD in writing any time the Service Provider has determined a Client-resident to be ineligible for the DMH Rental Subsidy Program.

(2) Client-tenants.

(a) A Client who meets the eligibility standards set forth in 760 CMR 38.05 as determined by the AA and who has been approved by DMH for participation in the DMH Rental Subsidy Program as a Tenant may apply for tenancy in a Housing Unit.

(b) The AA shall determine the Client's eligibility for tenancy in a Housing Unit and may deny the Client's application as set forth in 760 CMR 38.06(2)(d) through (g) and DHCD guidance.

(c) In determining eligibility of a Client for tenancy in a Housing Unit, the AA shall check Criminal Offender Record Information (CORI) and Sex Offender Registry Information (SORI) of the Client and their Household members who are 18 years of age or older in accordance with applicable state and federal law.

(d) The AA may disqualify a Client for tenancy in a Housing Unit under 760 CMR 38.06(2) at initial application and thereafter if the Client:

1. owes back rent, damages or vacancy loss payments to an AA for which he or she has not entered into a repayment agreement, or has failed to stay current with a repayment agreement;
2. misrepresented or falsified any information required to be submitted as part of the Client-tenant's application and the Client fails to establish that the misrepresentation or falsification was unintentional;
3. has a judgment for possession of premises leased from an AA or from an Owner under a state funded housing program entered against them by a court for good cause;
4. has engaged in criminal activity which, if repeated by the Client, would interfere with or threaten the rights of others to be secure in their persons or in their property or the rights of other tenants to peaceful enjoyment of their units and the common areas;
5. has failed to comply with the terms of a Client-tenant Voucher or lease documents;
6. has directed abusive or threatening behavior which was unreasonable and unwarranted towards an AA employee during the application process or any prior application process within one year;
7. has failed to provide information reasonably necessary for the AA to process the Client's application;
8. intends to live somewhere other than the eligible Housing Unit as their primary residence; or

38.06: continued

9. is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C, § 1. A person's illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for Housing Units provided through a treatment program for illegal users of controlled substances.

(e) Prior to disqualifying a Client as a Tenant under 760 CMR 38.06(2), the AA shall permit the Client to show mitigating circumstances, which may include rehabilitation or rehabilitating efforts, sufficient so that when the potentially disqualifying behavior is weighed against the mitigating circumstances, the AA is reasonably certain that the Client or their Household member will not engage in any similar conduct in the future. The AA shall also permit the Client to demonstrate the availability of a reasonable accommodation that would be available to the Client in private, non-supportive housing. In making this determination, the AA shall consider all relevant circumstances including:

1. the accuracy of the CORI and SORI;
2. the severity of the potentially disqualifying conduct;
3. the amount of time which has elapsed since the occurrence of such conduct;
4. the degree of danger, if any, to the health, safety and security of others or to the security of the property of others;
5. the disruption and inconvenience which a reoccurrence would cause;
6. the likelihood that the applicant's behavior in the future will be substantially improved, including the degree to which prior disqualifying conduct was related to a mental or physical disability and the extent by which intervening treatment or medication has eliminated a significant risk of substantial harm to persons or property, and the extent and nature of DMH support services the Client is expected to receive so that he or she will not pose a direct threat during his or her tenancy;
7. in the case of use of an illegal substance, whether the Client is participating in or has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully; and
8. available reasonable accommodations.

The greater the degree of danger, if any, to the health, safety and security of others or to the security of property of others or to the physical condition of the housing, the greater must be the strength of the showing that a reoccurrence of behavior which would have been disqualifying will not occur in the future.

(f) An AA must disqualify a Client for tenancy under 760 CMR 38.06(2) at initial application or thereafter if CORI or SORI of the Client or a Household member shows a conviction for the one of the following crimes and the Client is unable to provide evidence proving that the CORI and/or SORI is inaccurate in its listing of convictions:

1. the applicant has been convicted for drug-related criminal activity for the manufacture or production of methamphetamine; or
2. the applicant is a sex offender subject to lifetime registration in Massachusetts.

(g) Prior to disqualifying a Client as a Client-tenant under 760 CMR 38.06(2) due to information found on a CORI or SORI, the AA must schedule a conference with the Client to review the information, even if the CORI or SORI shows conviction for a crime that would lead to a mandatory rejection under 760 CMR 38.06(2)(f). At the conference, the Client must be given a copy of the CORI and/or SORI to review and given time to submit evidence of mitigating circumstances (except in the case of a crime that would lead to a mandatory rejection under 760 CMR 38.06(2)(f)), or evidence proving that the CORI and/or SORI is inaccurate in its listing of convictions.

(h) A Client determined eligible for tenancy under 760 CMR 38.06(2) remains eligible for as long as the Client meets the applicable requirements of 760 CMR 38.05(2) and 38.06(2), the terms of the Voucher, and any lease or other program documents.

(i) The AA shall notify DHCD and DMH in writing any time the AA has determined the Client-tenant to be ineligible for the DMH Rental Subsidy Program.

(j) DMH shall promptly notify the AA and DHCD in writing any time DMH has determined a Client-tenant to be ineligible for the DMH Rental Subsidy Program.

38.06: continued

(k) The terms of a Client-tenant's lease agreement shall be established in accordance with DHCD guidance. A Client-tenant's continued occupancy of a Housing Unit as Tenant shall be determined in accordance with the Client-tenant's lease agreement. Loss of eligibility for the DMH Rental Subsidy Program under 760 CMR 38.05 alone shall not be a basis for the termination of a Client-tenant's lease. Notices and procedures regarding termination of a Client-tenant's lease shall comply with the lease provisions and DHCD guidance.

(l) A Client-tenant may apply for and utilize other applicable housing subsidies. A Client-tenant who applies for and receives another housing subsidy, such as a voucher issued pursuant to 760 CMR 49.00: *Massachusetts Rental Voucher Program* or Section 8 of the Housing Act of 1937, 24 CFR 982, and utilizes that voucher either at the same Housing Unit or at a different Housing Unit pursuant to a lease, is ineligible for the DMH Rental Subsidy Program while receiving that other subsidy, in accordance with DHCD guidance.

(m) A determination that a Client is not eligible for tenancy as a Client-tenant under 760 CMR 38.06(2) shall not in itself make a Client ineligible as a Client-resident for the DMH Rental Subsidy Program under 760 CMR 38.06(1).

38.07: Contract Rent; Occupancy Charge; Subsidy Amount

(1) Consistent with DHCD guidance, the AA shall determine and authorize the amount of the Contract Rent for the Housing Unit that will include one or more Residence Units. The Contract Rent may include the cost of Utilities and shall not exceed the Maximum Allowable Rent for the Housing Unit.

(2) The Contract Rent is exclusive of:

- (a) any charge for meals, laundry, or other services provided by the Service Provider or the owner; and
- (b) any charge for residential services, counseling, training, therapy or treatment provided to the Client.

(3) A Client's net Household income shall be determined in the manner provided in 760 CMR 6.05(2), (3) and (4). Each Client shall pay an Occupancy Charge for a Residence Unit, which shall be 30% of the Client's net Household income if the Client must pay for any Utilities; or which shall be 35% of the Client's net Household income if the Client is not required to pay for any Utilities.

(4) The Occupancy Charge for a Residence Unit shall be determined, re-determined and verified as follows:

(a) At the time of initial eligibility and at least once in every 12 month period thereafter, the AA shall determine the Client's net Household income and monthly Occupancy Charge. If the Service Provider is the Tenant, the Service Provider shall provide the AA with reliable third-party verification of all the necessary information about income within the time period required by the AA, and the Client-resident shall provide to the Service Provider the verification information requested by the Service Provider within the time period required by the AA, in accordance with DHCD guidance. If the Client is the Tenant, the Client-tenant shall provide the AA with the verification information within the time period required by the AA, in accordance with DHCD guidance. The AA shall then determine whether the Client's Occupancy Charge must be adjusted or whether the Client is no longer financially eligible pursuant to 760 CMR 38.05(2)(a), and notify the Service Provider, the Client, and DMH, in accordance with DHCD guidance.

(b) If the Service Provider is the Tenant, the Service Provider shall inform the AA of all increases or decreases in the Client-resident's monthly Household income of 30% or more within 30 days of such increase or decrease. If the Client is the Tenant, the Client-tenant shall inform the AA of all increases or decreases in the Client-tenant's monthly Household income of 30% or more within 30 days of such increase or decrease in accordance with DHCD guidance. When the AA determines that the Client's Occupancy Charge should be adjusted, the AA shall notify the Service Provider, the Client, and DMH, in accordance with DHCD guidance.

38.07: continued

(c) Any change in financial eligibility shall be effective six months after which conditions were met pursuant to 760 CMR 38.05(2)(a). Any increase in a Client's Occupancy Charge shall be effective on the first payment date of the second month following the report to the AA and verification of the new income information. Any decrease in a Client's Occupancy Charge shall be effective on the first payment date following the report to the AA and verification of the new income information.

(5) Failure of the Service Provider to timely comply with the requirements of 760 CMR 38.07(4)(a) through (c), shall result in loss of the Voucher for which the Service Provider did not meet the requirements, consistent with DHCD guidance.

(6) The Occupancy Charge shall be paid monthly by the Client, to the Service Provider when the Service Provider is the Tenant, and to the owner when the Client is the Tenant. When the Occupancy Charge is paid to the Service Provider, the Service Provider shall promptly forward it to the owner. The AA will pay the subsidy portion of the rent (Contract Rent minus Occupancy Charge) directly to the owner.

(7) Subsidy Amount.

(a) Where a Residence Unit is occupied by a Client, the amount of the subsidy equals the Contract Rent (or prorated portion in the case of a Residence Unit that is only a portion of a Housing Unit) minus the Occupancy Charge.

(b) Where a Residence Unit is vacant during a grace period established in accordance with DHCD guidance, and the Service Provider is the Tenant, the amount of the subsidy equals 100% of the Contract Rent (or prorated portion in the case of a Residence Unit that is only a portion of a Housing Unit).

(c) Where a Residence Unit is vacant beyond a grace period established in accordance with DHCD guidance, and the Service Provider is the Tenant, the amount of subsidy equals \$0 and the Service Provider is responsible for 100% of the Contract Rent.

38.08: Operating Documents

(1) The documentation for Housing Units with the Service Provider as Tenant shall consist of:

(a) a written lease or other contract, including any addendum, executed by the Service Provider and the owner of the Housing Unit, all in the form prescribed by DHCD, which shall include all applicable provisions governing the use of the Housing Unit to house Client-residents and provisions for financial assistance for the Housing Unit;

(b) a Voucher Payment Contract executed by the owner of the Housing Unit and the AA in the form prescribed by DHCD;

(c) a Voucher executed between the Service Provider and the AA in the form prescribed by DHCD which shall include an addendum listing all Housing Units eligible under the Voucher; and which shall provide the circumstances and manner in which, in the event of a Client-resident's loss of eligibility for the DMH Rental Subsidy Program, the level of subsidy payments authorized by the voucher shall be reduced or terminate accordingly and the Service Provider shall be responsible for the balance of rent under the lease; and

(d) An Occupancy Agreement in the form prescribed by DMH, consistent with DHCD guidance, executed by the Service Provider and the Client-resident.

(2) The documentation for Housing Units with the Client as the Tenant shall include:

(a) a written lease and any addendum, all in the form prescribed by DHCD in accordance with DHCD guidance, executed by the Client-tenant and the owner of the Housing Unit;

(b) a Voucher Payment Contract executed by the owner of the Housing Unit and the AA in the form prescribed by DHCD;

(c) a Voucher executed between the Client-tenant and the AA in the form prescribed by DHCD which shall provide that in the event of the Client-tenant's loss of eligibility for the DMH Rental Subsidy Program, the subsidy payments authorized by the Voucher shall terminate and the Client-tenant shall be responsible for the full rent under the lease; and

(d) a Participant Agreement in the form prescribed by DMH, consistent with DHCD guidance, executed by the Client-tenant and DMH.

38.08: continued

(3) Housing Units must be approved according to the following procedure, pursuant to DMH and DHCD guidance prior to the execution of a lease for a DMH Rental Subsidy Program Housing Unit.

(a) Where the Housing Unit will be leased to a Service Provider, the Service Provider shall submit to DMH a request for lease approval on a form prescribed by DHCD.

(b) Where the Housing Unit will be leased to a Client-tenant, the Client shall, with the assistance of the Service Provider or DMH case manager, as applicable, submit to DMH a request for lease approval on a form prescribed by DHCD.

(c) Once DMH has authorized the request for lease approval, DMH will submit the request with its approval to the AA for final approval in accordance with DHCD guidance.

38.09: Responsibilities of the Administering Agency

The AA shall:

(1) execute all documents identified in 760 CMR 38.08(1) and (2) or other contracts governing use of Housing Units to house Clients as prescribed by DHCD guidance;

(2) ensure that Eligible Properties and Housing Units satisfy the requirements of 760 CMR 38.04;

(3) determine the eligibility of Clients in accordance with 760 CMR 38.05 and 38.06 and DHCD guidance;

(4) determine Occupancy Charges in accordance with 760 CMR 38.07(3) and (4);

(5) determine the appropriate Contract Rents for Housing Units and make subsidy payments to owners of Housing Units, in accordance with 760 CMR 38.07 and DHCD guidance;

(6) confirm inspections of Housing Units by DMH, the AA or the municipal board of health, as applicable, pursuant to 760 CMR 38.04(2) and DHCD guidance; and

(7) comply with financial and data reporting requirements of DHCD.

38.10: Waiver

DHCD may waive the provisions of 760 CMR 38.00, in whole or in part, when in the judgment of DHCD strict compliance with such provision will be inconsistent with the public interest and with the purposes of M.G.L. c. 121B. No waiver shall be made if it conflicts with any mandatory provision of any statute.

REGULATORY AUTHORITY

760 CMR 38.00: M.G.L. c. 121B, §§ 42 through 44A; c. 23B, § 6; St. 1991, c. 138, § 2, Line Item 5046-1000 and St. 2018, c. 154, § 2, Line Item 7004-9033.