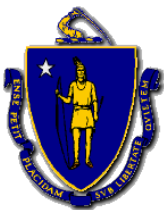


MA Department of Mental Health Rental Subsidy Program (DMHRSP) Guidance



MASSACHUSETTS

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

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I. SCOPE AND PURPOSE

This guidance by the Department of Housing and Community Development (DHCD) is intended to elaborate on the Massachusetts Department of Mental Health Rental Subsidy Program (DMHRSP) regulations (760 CMR 38.00) and the administration of the program by the Department of Mental Health (DMH) and DHCD. This DHCD guidance provides additional details on how Administering Agencies (AAs), such as Local Housing Authorities (LHAs) and Regional Administering Agencies (RAAs), are to administer this program.

The DMHRSP regulations 760 CMR 38.00 should be referenced when using this guidance. In addition, the Department of Mental Health's (DMH) DMHRSP guidelines elaborates on how DMH Case Managers and Service Providers are to participate and assist the Clients and the AAs in the DMHRSP program. For a copy of DMH's guidelines, please contact one of the DHCD or DMH representatives listed below.

If you have any questions, please contact Stephanie Kan, AHVP & DMHRSP Coordinator at DHCD (617-573-1222, Stephanie.Kan@mass.gov).

II. CONTACTS

A. Department of Housing and Community Development (DHCD)

Director, Bureau of Rental Assistance – Brendan Goodwin; Brendan.Goodwin@mass.gov, 617-573-1210

AHVP & DMHRSP Coordinator – Stephanie Kan; Stephanie.Kan@mass.gov, 617-573-1222

B. Department of Mental Health (DMH)

Central Office

Director of Community Services – Kim Clougherty, Kim.Clougherty@mass.gov, 617-626-8164

Housing & Homeless Specialist – Joe Vallely, Joseph.Vallely@mass.gov, 617-626-8075

Area Housing Coordinators

Northeast MA – Gary Comeau, Gary.N.Comeau@mass.gov, 978-863-5010

Metro Boston – Jeff Chasse, Jeffrey.Chasse@mass.gov, 617-626-9240

Southeast MA – Mark Bilton, Mark.Bilton@mass.gov, 508-897-2023

Central MA – Arthur Ellis, Arthur.Ellis@mass.gov, 774-420-3146

Western MA – Chris Zabik, Christopher.Zabik@mass.gov, 413-587-6301

Please see *DMH Areas Map* or visit <https://www.mass.gov/guides/find-which-dmh-office-covers-your-city-or-town> to determine the appropriate DMH Area Housing Coordinator.

Site Offices

To locate the local site office for a town, please see *DMH Areas Map* or visit <https://www.mass.gov/guides/find-which-dmh-office-covers-your-city-or-town>

III. 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 non-profit 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.

Appropriate Unit Size For Tenant based vouchers, the size of a residence unit is appropriate for a Household (as defined below) if the unit meets all the following criteria: (See *Issuance, Determining Appropriate Unit Size, Tenant based* section for more details).

- a) Household members of the opposite sex, excepting husband and wife (or those in a similar living arrangement), do not have to share a bedroom, provided that children of the opposite sex younger than eight years old shall share a bedroom and provided that other household members of the opposite sex may elect to share a bedroom.
- b) Persons of the same sex shall share a bedroom, provided that a household member, 21 years of age or older, may elect not to share a bedroom with his or her child, grandchild, or legal ward and provided that a household member does not have to share a bedroom if a consequence of sharing is or would be a severe adverse impact on his or her mental or physical health and if the administering agency receives reliable medical documentation as to such impact of sharing.
- c) Each bedroom shall contain at least 50 square feet of floor space for each occupant and a minimum of 70 square feet and shall meet all other applicable requirements of 105 CMR 410.00 Minimum Standards of Fitness for Human Habitation (State Sanitary Code: Chapter II) for a room occupied for sleeping purposes. No bedroom shall be shared by more persons than the number permissible under Appropriate Unit Size.
- d) In calculating the appropriate unit size, only bedrooms may be considered available to be used for sleeping purposes by household members; the kitchen, bathroom and hallways shall not be deemed available for sleeping purposes by any household member.

Client A person who is: (1) 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 (2) 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 and is participating in the Sponsor based program.

Client/Tenant A Client who enters into a lease directly with an owner of a Housing Unit and is participating in the Tenant based program.

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.

Contract Unit A unit composed of a single Housing Unit and one or more Residence Units; Includes a separate signed lease and monthly Contract Rent.

CORI/SORI Criminal Offender Record Information/Sex Offender Registry Information

Department of Mental Health (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.

Department of Mental Health Rental Subsidy Program/DMH Rental Subsidy Program (DMHRSP) 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.

DHCD The Massachusetts Department of Housing and Community Development

DHCD Coordinator The DMHRSP Coordinator at DHCD, as listed in Contacts above

DMH Coordinator The DMH Area Housing Coordinator, as listed in Contacts above

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

Fair Market Rent (FMR) HUD determined fair rate in the unsubsidized rental market, specific for each year and town; found at <https://www.huduser.gov/portal/datasets/fmr.html>

Household

- a) A DMH Client must be the Head of Household and, for Tenant based participation, must also be the voucher holder
- b) A Household consists of either: (See *Issuance, Determining Household Size* section for more details)
 - i) One person, who is the Client
 - ii) Two or more people who live or will live regularly in a unit as their primary residence; or
 - (1) Whose income and resources are available to meet the Household's need
 - (2) Who are either related by blood, marriage, or operation of law, or who have otherwise evidenced a stable interdependent relationship

(3) May Include more than one DMH Client, but not more than one DMHRSP voucher holder

- c) A Temporarily Absent Household Member shall be deemed to be a Household member.
- d) A child who is subject to a joint custody arrangement and resides in the unit more than 50% of the time is a Household member.
- e) A full-time, live-in Personal Care Attendant (PCA), as defined below, if approved by the AA, shall be deemed a Household member for purpose of determining the appropriate Voucher Size and shall be granted one additional bedroom.

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.

Lease Up The final stage of the leasing process, usually involving an appointment where the Tenant (the Service Provider for Sponsor based or the Client for Tenant based) and Service Provider (Sponsor based) or DMH Case Management (Tenant based) meet to review the terms of program participation and sign the leasing documents as well as following with obtaining the Property Owner's signature of the leasing documents.

Maximum Allowable Rent (MAR) The maximum rent which may be paid to the owner of a Housing Unit according to 760 CMR 38.07 and applicable DHCD guidance.

Occupancy Agreement (OA) For Sponsor based participation, 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 guidance and DMH guidelines.

Occupancy Charge (OC) 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 (PA) For Tenant based participation, 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 guidelines.

Personal Care Attendant (PCA)

- a) Under DMHRSP, a PCA is a person who resides with a Household member with a disability and:
 - i. Who is paid for their services to a Household member, subject to verification, with a disability;
 - ii. Whose income is not available for the needs of any Household member;
 - iii. Who provides necessary assistance in activities of daily living to such a Household member insofar as they require such assistance on due to their disability;

- iv. Who is not obligated for support of any Household member; and
 - v. Who would not be residing in the unit except to provide such necessary assistance to the Household member.
- b) DMHRSP does not count the income or assets of a PCA (as defined above) in determining Household income. A Household may include a person who provides assistance to a Household member with a disability and who does not fit the definition above, but in that case, the income and assets of that person would be counted in determining Household's net income.
- c) Note also that a Household may have several part-time PCAs instead of one full-time PCA. This is allowed, although only one bedroom may be added to the Voucher Size for a PCA, even the services are provided by several different individuals.

Property Owner (PO) The owner of a Contract Unit

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, and as thereafter renewed.

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 guidance and DMH guidelines.

Service Provider (SP) 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).

Sponsor In the Sponsor based program, a Service Provider that enters into lease as Tenant with the Property Owner and an Occupancy Agreement with the Client

Sponsor based When the Service Provider enters into a lease as Tenant with the Property Owner and an Occupancy Agreement with the Client. In the regulations 760 CMR 38.00, often referred to as "Service Provider as Tenant" and Client/Resident.

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

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

Tenant based When the Client enters into a lease directly with the Property Owner. In the regulations 760 CMR 38.00, often referred to as "Client as Tenant" or "Client/Tenant."

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.

Utility Allowance (UA) Projection of monthly utility expenses by the Tenant outlined in Request for Lease Approval form (RFLA) and per the local utility chart provided by the AA; Used in the calculation of Maximum Allowable Rent, but not the Occupancy Charge

Voucher A contract document between an AA and a Tenant (Sponsor based Service Provider or Tenant based Client) 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 (VPC) An agreement between an AA and the owner of a Housing Units 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.

Written Communication Any physical hard copy or electronic communication (secured when necessary) sent between multiple parties where the date and author are clearly indicated, including mailed letters, email, memos, reports, computer files, and other written documents.

IV. INTRODUCTION

A. The Program

The Massachusetts Department of Mental Health Rental Subsidy Program (DMHRSP) is a state funded program that helps address the housing needs of DMH clients across Massachusetts. DMHRSP is a program administered jointly by the Department of Housing and Community Development (DHCD) and the Department of Mental Health (DMH). DHCD creates and promulgates the regulations and guidance for administering the rental subsidy vouchers. DMH is responsible for selecting Service Providers and Clients to participate in the program, and provides guidance on the required community residential support and case manager services.

There are two types of participation available in this program, Sponsor Based and Tenant Based. For Sponsor based participation, a Service Provider selected by DMH is awarded a voucher and enters into a lease for a unit directly with the Property Owner as the Sponsor. The Service Provider selects DMH Client(s) to reside in the Unit. The Client(s) must meet DHCD eligibility requirements and receive DMH services from the Sponsor. For Tenant based participation, a Client with DMH Case Management services receives the voucher and the Client directly enters into a lease with the Property Owner. All rental assistance funds must be used for units located within Massachusetts.

B. DHCD's Role

The DHCD, DMHRSP Coordinator provides global guidance regarding administering the program, monitoring and reporting, and fiscal planning and review. Further authority lies with the Director of the Bureau of Rental Assistance. DHCD has updated the regulations 760 CMR 38.00 in Fiscal Year 2019 (July 2018) and created this guidance to better coordinate and direct all stakeholders on how to utilize this program effectively and efficiently.

C. DMH and Service Provider/DMH Case Manager's Role

DMH is responsible for establishing the criteria and process for assigning DMHRSP Sponsor based vouchers to DMH contracted Service Providers and Tenant based vouchers to DMH Clients. DMH coordinates with DHCD, and the DMH Areas on the utilization of vouchers and their allocation statewide.

DMH Central Office is responsible for working with DHCD on regulatory compliance, policy development and fiscal monitoring. DMH Central Office is also responsible for allocating DMHRSP vouchers among DMH's Areas. DMH Areas are responsible for managing their allocated vouchers and for selecting Service Providers for Sponsor based vouchers and Clients for Tenant based vouchers in accordance with DHCD regulations and DMH procedures. The DMH Area Housing Coordinators are responsible for working with DMH Service Providers, Case Managers, and the Administering Agencies on the entry and lease up process and tenancy issues.

DMH selected Service Providers or DMH Case Managers provide support services to Clients residing in housing supported by Sponsor based and Tenant based vouchers.

D. Administering Agency's Role

Administering Agencies (AAs) are responsible for the management of processing referrals and administering the vouchers, including determining program income eligibility; processing and coordinating new units, performing or approving inspections as appropriate, rent increase requests, leasing documents, payments, and other occupancy and program participation related matters; and coordinating termination procedures. In addition, AAs provide necessary billing and financial reporting to DHCD, as well as cooperate with DHCD/DMH utilization monitoring. All AAs are expected to administer both Sponsor based and Tenant based vouchers.

E. Communication

Open and prompt communication between stakeholders is strongly encouraged to ensure that the program runs well and that Client's needs are met. Email communications (secured when necessary) to DHCD and DMH are preferred to facilitate speedier responses and allow for tracking.

V. ELIGIBILITY

This is clarification of 760 CMR 38.05 and 38.06.

A. Service Provider/AA Assignment and Client Selection

The Department of Mental Health (DMH) has the primary authority and responsibility to determine which Clients and Service Providers are to be referred for DMHRSP vouchers, how the vouchers are allocated between Sponsor based and Tenant based as well as among DMH Areas, and how housing Support Services are provided to Clients.

1. Sponsor Based

For Sponsor based rental assistance, DMH is responsible for selecting the Service Providers (Sponsors) that will receive the DMHRSP vouchers and assigning the DMH Area in which the voucher should be utilized. The Service Providers are responsible for locating an eligible unit and entering into a lease for

the Unit as the Tenant. Once an appropriate unit is located, the corresponding AA will be assigned by DMH/DHCD; generally the participating local LHA, if any, or the participating regional RAA, if not. Service Providers, in collaboration with DMH, are responsible for selecting the Clients that will reside in the Units and participate in the DMHRSP program. The Clients selected must meet the general program eligibility requirements and be served by the Service Providers under their DMH contracts for community services. Please refer to DMH's own guidance for details.

2. Tenant Based

For Tenant based rental assistance, DMH is responsible for selecting Clients who meet the Tenant based eligibility requirements to receive the DMHRSP vouchers. The AA will be assigned according to the target town in which the Client wishes to live within the assigned DMH Area at the time of initial referral, as directed by the DMH Area Housing Coordinator; generally the participating local LHA, if any, or the participating regional RAA, if not. These Clients will be assigned a DMH Case Manager by DMH. With the assistance of the DMH Case Managers (and in collaboration with the Service Provider when transitioning from Sponsor based participation), the Clients are responsible for their own housing search and for choosing and submitting a potential unit that will meet the DMHRSP rental criteria. The Clients will sign the leases directly with the Property Owners and reside in the Units. Please refer to DMH's own guidance for details.

B. General Eligibility

Upon receipt of a Client referral, the AA is responsible for confirming program eligibility. For Sponsor based participation as a Client/Resident, pursuant 760 CMR 38.05 and 38.06 (1), this includes making positive identification of the Client and the client's household members, if any, and verifying the Client's and the Client's household's income eligibility. For a Tenant based voucher, in addition to 760 CMR 38.05, it also includes completing a CORI/SORI and other specified prior conduct reviews to determine if the Client meets the requirements as outlined in 760 CMR 38.06 (2).

1. Positive Identification

For both Sponsor based and Tenant based, the AA must confirm the identity of the Client and each household member through proper documentation. This information also facilitates the required income verification and, for Tenant based participation, the required CORI/SORI and specified prior conduct review.

The AA must make a photocopy of all the necessary documentation provided and keep that information in the Client's file. The AA does not need to inspect the originals of such documents as long as the copies are legible and unaltered. Any combination of acceptable documentation (see below) can be used to confirm this required information:

1. Photo ID (only for the Client/Head of Household and any other adults 18yrs and older residing in unit)
2. Legal Name
3. Date of Birth
4. Social Security Number (if any)

- For example, for the Client/Head of Household or any adult member 18yrs and older, any government issued photo ID listed below + a social security card (if any social security number) is acceptable.
- For example, for any children under 18yrs old, a combination of birth certificate and social security card (if any social security number) is acceptable.

Photo ID

Photo ID is required for the Client/Head of Household and any adult 18yrs and older residing in the unit. All IDs must be valid and not expired. Acceptable government issued photo IDs include, but are not limited to:

- Driver's License – any state
- State ID card – any state
- Passport – US or foreign
- Permanent Resident Immigration Card or similar detailed photo immigration documentation
- US Military ID

The following are *NOT* acceptable:

- Any of the above that is expired or otherwise not valid
- Any of the above that have been altered, illegible, damaged to make any pertinent portion (photo, legal name, etc.) not visible or legible.
- City or shelter ID, student ID, employee ID, Transportation ID

Legal Name

Confirmation of legal name is required for every household member. Acceptable documents include, but are not limited to, above acceptable photo ID, birth certificate, social security card, name change certificate, or marriage/divorce certificate. If small discrepancies occur, it is the AA's discretion to either accept the more rigorous document (ex. social security card over state ID), request a signed "one in the same" statement from the member clarifying the discrepancy and confirming that he/she is the same person on all documents, or request additional documentation.

Date of Birth

Confirmation of date of birth is required for every household member. When a birth certificate is not available, ideally the AA shall obtain a copy of every household member's birth certificate to confirm date of birth. A passport, immigration card, or other government-issued photo ID is acceptable. For very young children, the AA may also accept a mother's letter provided by a hospital at the time of the child's birth in lieu of a birth certificate.

Social Security Number

Confirmation of social security number, if any, is required for every household member. Each adult household member must authorize the use of their social security number, if any, to verify income for the purposes of determining eligibility and calculating occupancy charge. The ideal verification of a social security number is someone's social security card, but other verification may be accepted, such as official correspondence from the Social Security Administration which clearly states both full legal name and social security number.

Special Circumstances

In special circumstances where the types of identification listed above are not feasible due to an extreme situation, such as, but not limited to, when all documents are lost in fire or natural disaster, or fleeing domestic violence or for asylum, or are stolen, a notarized self-certification or witness statement is *temporarily* acceptable. The Client and Service Provider/DMH Case Manager must make all due efforts to replace them with the above acceptable forms of verification as soon as possible. The AA is responsible for following up and obtaining the required documents in a timely manner.

Compliance Deadline

Positive identification requirements are immediately effective for all new entries. All existing Sponsor based Clients must be in compliance within fifteen (15) months from the issuance of this guidance, preferably at the next recertification/reexamination/relocation.

2. Income Eligibility

The AA must determine income eligibility pursuant 760 CMR 38.05 (1) (a), which references 760 CMR 5.06. A description of how to calculate household income is found in 760 CMR 6.05. The AA may request that the Client or Service Provider/DMH Case Manager provide a summarizing form, such as an Income Eligibility Determination, referral, or application form. However, the Client/Household is required to provide income, asset, and deduction verifications as well as social security number (when applicable) and Authorization for Release of Information for Wage Match. In addition, the AA must complete a Wage Match check and request third party verifications in order to independently verify income and assets.

Income and Asset Verification

The Client/Household must provide the AA with verifications of all income and assets. This can include, but is not limited to, paystubs, benefit letters, bank statements, Department of Revenue (DOR) printouts, and notarized letters. Where income is recurring, verification must cover consecutive periods. At the AA's discretion, the Client/Household may provide additional verification if income is sporadic, seasonal, or highly variable.

For standard Social Security (SS) only, (**not** including Supplemental Security Income (SSI), Social Security Disability Income (SSDI), or State Supplemental Income (SSP)), pensions with non-varying payments, and other types of annual non-varying payments, the AA may accept the annual benefit letter. These are usually mailed at the end of each calendar year and outline the benefits for the next calendar year. The AA may use this letter for the full calendar year described in the letter and is generally dated within the last twelve (12) months. It is the AA's discretion to determine whether

the verification reasonably demonstrates that the payment amounts are unlikely to change for the year and are paid on a specified schedule, and to request additional documentation if there is any reasonable concern for inaccuracy or subsequent change.

For all other income and asset documentation, **including** Supplemental Security Income (SSI), Social Security Disability Income (SSDI), or State Supplemental Income (SSI), the verification must be dated within the last ninety (90) days.

For any adult Household Member claiming zero income, the Household Member must sign a statement acknowledging that they are claiming zero income. If the entire Household is claiming zero income, each adult must sign a statement acknowledging that they are claiming zero income. The AA shall contact the Client/Household every six (6) months to inquiry about the Household's current income situation and request updated bank statements. The AA shall also verify income of said Household Members with the Department of Unemployment Assistance and the Department of Transitional Assistance (DTA) every six (6) months.

Deduction Verification

To be referred to DMHRSP by DMH, the individual must be authorized for DMH services pursuant to 104 CMR 29.00. This means the individual must meet the clinical criteria set forth in 104 CMR 29.04 (2) and be determined to need a DMH Service. Therefore, the AA can presume the disability status without further verification and can provide a disability deduction as part of the Occupancy Charge calculation.

For all other types of deductions, the Client/Household may only deduct actual expenditures and only cover a consecutive twelve (12) month period. A receipt (**not** a bill or court order) that shows actual payment already made is required. The receipt should be from the payee/provider (ex. pharmacy, school) and must list item/service, date of service, amount, and confirmation of payment received. AAs may accept detailed paystubs and benefit letters if the deduction is automatically withheld from pay or benefits (ex. insurance premium).

3. Other Documents

The AA may need additional documents in order to determine eligibility, administer the program, and provide information required by DHCD. This may require, but is not limited to, requiring Clients to sign an Authorization for Release of Information. The AA must minimize the requested documents to only those necessary to administer the program and to provide information required by DHCD. Clients/household members and Service Providers/DMH Case Managers must comply with completing and signing all necessary documents.

4. Monitoring and Reporting

AAs must report income, unit, and household demographic data required by DHCD for the state rental assistance programs, including the DMHRSP, pursuant to 760 CMR 61.00 ("Data Collection for Government Assisted Housing in Massachusetts") and DHCD directives for reporting (available at <http://www.mass.gov/hed/housing/ph-manage/lha-data-collection.html>). Per the reporting directives, while AAs are required to ask each Client and household member for certain data, it must also provide an option to decline to answer the questions specifically regarding race, ethnicity,

and age that are not required to determine eligibility. Clients/household members and Service Providers/DMH Case Managers must comply with providing all other required information.

C. Tenant Based Eligibility

This is clarification of 760 CMR 38.06 (2) for Tenant based participation, where the Client is the Tenant and signs the lease with the Property Owner. This is in addition to the above [General Eligibility](#) requirements.

1. Specified Prior Conduct and CORI/SORI

Who

In addition to the above [General Eligibility](#) requirements, the AA shall determine the Client/household member's Tenant based program eligibility according to 760 CMR 38.06 (2), which includes review of specified prior conduct and both CORI and SORI checks for the Client/Head of Household and all adult household members 18yrs and older. The AA must obtain a signed Authorization for Release of Information from each applicable person prior to initiating the review.

The AA is required to perform these reviews as part of the application process and to reconfirm eligibility, as applicable, for every Client and adult household member (regardless of whether they have a social security number) for Tenant based participation only.

Specified prior conduct and CORI/SORI background checks are not to be performed by the AA for Sponsor based Clients.

How

When determining eligibility for the Tenant based program, the AA must review the Criminal Offender Record Information (CORI) of each adult Household member. CORIs shall be obtained from the MA Department of Criminal Justice Information Services (DCJIS). The Applicant's identifying information shall be verified using government issued photo ID and other documents outlined in the [Positive Identification](#) section.

The last six digits of the social security number are required to run a CORI, so if a Client or adult household member does not have a social security number, you should enter "0"s (zeros) on the CORI submission form. For more information, contact the Department of Criminal Justice Information Services at www.mass.gov/criminal-record-check-services, icori.info@state.ma.us, or 617-660-4640.

The AA must also review the Sexual Offender Registry Information (SORI) of each adult Household member. This information shall be obtained from the Massachusetts Sex Offender Registry Board (SORB) at <http://www.mass.gov/sorb> and the United States Department of Justice National Sex Offender Public Registry at <http://www.nsopr.gov/>.

Due diligence inquiry on any potential Specified Prior Conduct issues that AA becomes aware of (see [What](#) below).

What

Specified Prior Conduct

Specified prior conduct relates to tenancy, payment, application and program participation history, etc. as outlined in 760 CMR 38.06 (2) (d) – (e). The AA may disqualify a Client/household member at initial application and thereafter if the Client/household member:

- owes back rent, damages or vacancy loss payments to an AA for which they have not entered into a repayment agreement, or has failed to stay current with a repayment agreement
- misrepresented or falsified any information required to be submitted as part of their application and fails to establish that the misrepresentation or falsification was unintentional
- has a judgment for possession of premises leased from an AA or from a Property Owner under a State funded housing program entered against them by a court for good cause
- has failed to comply with the terms of a Tenant based Voucher or lease documents
- 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 (1) year
- has failed to provide information reasonably necessary for the AA to process the their application
- intends to live somewhere other than the eligible Housing Unit as their primary residence

Please see 760 CMR 38.06 (2) (e) and the [Mitigation](#) section below regarding how to determine under what circumstances a finding may be worthy of disqualification.

CORI/SORI

In addition, per 760 CMR 38.06 (2) (c) – (f), the AA is required to perform both CORI and SORI background checks as part of the application process and to reconfirm eligibility, as necessary (see [When](#) section below), for every Client and adult household member (regardless of whether they have a social security number). An AA may consider criminal activity when determining Applicant eligibility such as criminal activity which, if repeated, 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, as well as:

- Drug-related criminal activity that occurred in the three years prior to application, such as the illegal manufacture (except for methamphetamine), sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture (except for methamphetamine), sell, distribute or use the drug.
- Violent criminal activity that occurred in the three years prior to application, such as crimes that involved the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

- Egregious crimes, which are extremely bad crimes where the scars of such crimes have a life-long effect on the victim, their families, and the community. Examples of such crimes may include, but are not limited to, sexual molestation, rape, sexual slavery, enforced prostitution, indecent assault and battery with intent to rape, murder (first, second, or third degree), and manslaughter (voluntary or involuntary).
- Any sex offenses that require the Applicant to register as a level 2 or 3 sex offender.

Please see 760 CMR 38.06 (2) (e) – (g) and the [Mitigation](#) section below regarding how to determine under what circumstances a finding may be worthy of disqualification.

Illegal Use of Controlled Substances

The AA may disqualify a Client/household member at any time if the Client/household member is a current illegal user of one or more controlled substances as defined by 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 credible showing that the person has permanently ceased all illegal use of controlled substances.
- The ability to disqualify a current illegal user of controlled substances shall not apply to Applicants for housing provided through a treatment program for illegal users of controlled substances.
- Illegal use of a controlled substance must be more likely than not based on reliable information. Allegations of illegal use of a controlled substance must be substantiated.
- Marijuana is not a controlled substance.

Per 760 CMR 38.06 (2) (f), a mandatory disqualification is required if the Client/household member has been convicted for drug-related criminal activity for the manufacture or production of methamphetamine. The Client/household member must be provided the opportunity to provide evidence of the inaccuracy of the findings (but not mitigation) in an in person conference prior to disqualification. See [Timeliness and Procedures](#) section and [Mitigation](#) section below on how to proceed.

Lifetime Sex Offender

Per 760 CMR 38.06 (2) (f), a mandatory disqualification is required if the Client/household member is a sex offender that is subject to lifetime registration in Massachusetts.

In Massachusetts, whether a person is a lifetime registrant depends on the crime they committed, **Not** on whether they are classified as level 1, 2, or 3. Section 178G of M.G.L.c.6 states that the duty to register ends twenty (20) years after conviction, adjudication, or release from jail, unless the person has committed certain types of crimes, in which case they must register for their lifetime. The above is a summary: For a complete definition of the offenses that require lifetime registration, see www.mass.gov/sorb, and 803 CMR 1.00.

The Client/household member must be provided the opportunity to provide evidence of the inaccuracy of the findings (but not mitigation) in an in person conference prior to

disqualification. See [Timeliness and Procedures](#) section and [Mitigation](#) section below on how to proceed.

When

Entry

Review of specified conduct and CORI/SORI is required during the application process to determine initial eligibility for a Tenant based Client/household member at entry, including when a new adult wishes to join an eligible household. A subsequent review is also necessary if a Client/household member is found eligible but not issued a voucher within sixty (60) days or another subsequent cause such as listed below occurs.

Minors Becoming Adults

When a minor household member turns 18 years old, both specified prior conduct and CORI/SORI reviews are required to confirm continued eligibility as an adult. The AA must complete this following their 18th birthday and no later than the next recertification. The AA must obtain a signed Authorization for Release of Information from each applicable person prior to initiating the review.

Subsequent Cause

Once a Tenant based Client/household member is found eligible, a subsequent CORI/SORI review must only occur if the AA receives a credible notification that a potentially disqualifying incident may have subsequently occurred, or that any of the information provided during the application process was false, misrepresented, or missing. This may include, but is not limited to:

- Report of a Client/Household member's arrest
- Report of a Client/Household member being imprisoned in a correctional facility
- Credible report that a Client/Household member has committed a crime
- Credible report that a Client/Household member provided false or misleading information, or omitted information related to a past CORI/SORI or specified prior conduct issue

In such cases, the AA may review only the new information in question and should not consider other issues that have already been mitigated and that are not immediately pertinent to the new issue at hand.

- For example, the Client is referred for the Tenant based program in January. The CORI/SORI lists three prior convictions for drug possession, but the AA mitigates all three and finds the Client eligible. The Client leases up and begins participation in March. In September, the AA is notified that the Client had been arrested in August. The AA reruns the CORI/SORI and the only new item is an arrest for drug possession in August. The AA must contact the Client and DMH Case Manager to mitigate this August arrest and may take the other three convictions into account in the mitigation process,

but will not need to re-address the other three convictions that were already reviewed and mitigated.

- For example, the Client is referred for the Tenant based program in January. The CORI/SORI lists one prior conviction for burglary. In addition, the AA receives notice that the Client was terminated from another rental assistance program with another AA due to an incident of threatening and abusive behavior towards that AA's employee in the prior June. The Client provides a support letter from a manager at that previous AA which allows the current AA to mitigate this issue, as well as other documents to mitigate that burglary conviction, and the AA finds the Client eligible. The client leases up and begins participation in March. In April, the AA discovers that the support letter had been falsified. The AA now must reopen that issue to reconsider for mitigation, as well as the issue of the falsification of the document, but will not need to address the unrelated burglary conviction that was already reviewed and mitigated.

Transfers

When a voucher is transferred between AAs, the receiving AA will not review specified prior conduct and CORI/SORI, except in the standard case where they have cause to do so, as outlined immediately above.

Timeliness and Procedure

Refer to 760 CMR 38.06 (2) for procedures. The AA's initial review of specified prior conduct and both CORI and SORI is expected to occur within two weeks of receiving the Tenant based Client referral.

Next, the AA must provide an opportunity for mitigation, such as scheduling a conference to review the findings, if necessary, with the Client/household member and DMH Case Manager/Service Provider for a date no later than one (1) week after its initial review and with at least four (4) days notice, allowing for rescheduling and reasonable accommodation requests by the Client/household member as necessary and reasonable. If the finding is one that would lead to a mandatory disqualification, the AA is still required to provide the opportunity to review the findings and provide evidence of inaccuracy. When an AA decides to disqualify a Client/household member, an in person conference must be provided at some point prior to the disqualification. At the conference, the AA must give the Client/household member and DMH Case Manager/Service Provider a copy of the findings to review and time to submit mitigating evidence or proof of inaccuracy. The AA must also make the findings available to these parties by secure means at request (ex. securely picking up in person).

If additional documentation is required by the AA for the purpose of mitigation, the AA will allow a reasonable period, generally one to two weeks, for the Client/household member and DMH Case Manager/Service Provider to provide the requested documentation. Upon receipt of that requested documentation, the AA should make a decision or a request for additional documentation or information within one week.

In the case of denial, the notice must be sent in writing to the Client with a copy to the Service Provider, if applicable, and DMH Case Manager. It must outline the reason for the denial and include notice of availability of reasonable accommodation and ability to appeal or provide

additional supportive documentation to the AA within a reasonable and specified period, generally within 2-3 weeks. While additional documentation or later resubmission of the same request can be reviewed by the same determining party, appeals should be reviewed by an appropriate second party within the AA according to the formal grievance/appeal procedures for each AA.

Grievance/appeal procedures should follow those outlined in the [Termination, Appeals](#) section. Any existing AA denial of eligibility notices and procedures must comply with the requirements outlined herein or be amended to do so. These notices and procedures are subject to DHCD approval.

Purpose and Confidentiality

The AA is reviewing prior conduct and the CORI/SORI for the purpose of determining a Client's eligibility to participate in the DMHRSP. It is not being done for the Property Owner or for the purpose of tenancy. Under no circumstances is the AA permitted to reveal any of the CORI/SORI or prior conduct findings or any of the review process and results regarding a Client or household member to the Property Owner or any party other than the Client/household member and the Service Provider/DMH Case Manager assisting the Client/household member. An Authorization for Release of Information is required for each Client/Adult Household Member prior to conducting this review.

Property Owner Background Checks

The Property Owner may perform an independent CORI/SORI or other background checks as part of Owner's standard tenancy application process if the Owner does so for all of their applicants. Requiring CORI/SORI or background checks for only DMHRSP participants is a violation of Massachusetts Fair Housing Law. Per Massachusetts General Laws Chapter 186 Section 15B (1) (b), Massachusetts Property Owners are not permitted to charge application fees or fees in order to perform these checks (although a brokerage fee paid to a licensed realtor is not prohibited).

2. Mitigation

AAs must consider mitigating circumstances when reviewing for possible disqualification for specified prior conduct (such as tenancy, payment, application and program participation history) in 760 CMR 38.06 (2) (d) and for both CORI and SORI in 760 CMR 38.06 (2) (c) and (d).

In addition, as referenced in 760 CMR 38.06 (2) (e) and (g) and above [Timeliness and Procedures](#) section, AAs are advised to follow a proper procedure for allowing each Client/household member the opportunity to show mitigating circumstances sufficient so that when the potentially disqualifying behavior is weighed against the mitigating circumstances, the AA is reasonably certain that the Client will not engage in any similar conduct in future. See [Mitigating Circumstances](#) section below.

If the finding is one that would lead to a mandatory disqualification as outlined in 760 CMR 38.06 (2) (f), the AA is still required to provide the opportunity to review the findings and provide evidence of inaccuracy (although mitigation would not be permitted) per 760 CMR 38.06 (2) (g).

The AA shall also permit the Client or adult household member to demonstrate the availability of a reasonable accommodation that would be available to the Client or adult household member in

private non-supportive housing as well as any supportive services or rehabilitation efforts that would be available. Please also see [Mitigation Examples](#) and [Reasonable Accommodations](#) sections.

An in person conference must be provided at some point prior to the disqualification whenever the AA decides to disqualify a Client/household member. At the conference, the AA must give the Client/household member and DMH Case Manager/Service Provider a copy of the findings to review and time to submit mitigating evidence or proof of inaccuracy. The AA must also make the findings available to these parties by secure means at request (ex. securely picking up in person).

It is the AA's discretion on whether clarifying or supportive documentation or an in person conference is needed in order to make a determination. All eligibility determinations must be made in a reasonable, consistent, and fair manner. Please see [Timeliness and Procedures](#) section above regarding standard steps and timeline.

Mitigating Circumstances

Per 760 CMR 38.06 (2) (e), mitigating circumstances may include, but are not limited to:

- Accuracy of the report of the offense
- Time that has passed since the offense
- Severity of the offense, including the degree of danger to themselves and others
- Disruption and inconvenience which a reoccurrence would cause
- Outcome of any offense or charge (ex. arrest vs conviction)
- Domestic violence situations
- Availability of reasonable accommodation or supportive services
- A description of the DMH services that are being provided to the client as part of the tenant based voucher
- Efforts of rehabilitation
- Likelihood of favorable conduct in the future

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.

Mitigation Examples

Here are some examples of where mitigation might occur:

- For example, a Client may provide clarifying documentation to show that the findings on the SORI website are actually for another person with the same name.
- For example, a Client who has a history of abusive and threatening behavior which was unreasonable and unwarranted towards an AA employee within the last twelve (12) months

might provide supportive documentation that the condition that lead to that behavior is now being treated and that reoccurrence is unlikely

- For example, it is common to see numerous charges imposed into a single incident for many of our Clients. The AA might see that those charges are all similar and small, such as listing each “assault with a dangerous weapon” for each small item (ex. can, shoe) that was thrown, and determine that it was unlikely to have significantly increased the severity or danger of the situation.
- For example, a Client who has a history of disturbances in their unit and at an AA might provide clarifying documentation to show that although they were present at those disturbances, the active perpetrator of those disturbances was a prior abusive partner, not the actual Client, and that the abusive partner is no longer part of their household and daily life. Another example is that this Client might also provide clarifying documentation to show that while they were actively involved in the disturbances, they did so out of fear of later retaliation by the abusive partner or to incite the involvement and hopefully assistance of the police or others. Another example is that this Client who was arrested for assault and battery against the former abusive partner might provide clarifying documentation that they did so in defense of themselves or others that were receiving abuse from said partner.
- For example, a Client who has a history of eviction or damages to the unit might provide clarifying documentation to show that the evictions and damages were a direct result of an untreated hoarding condition and request a reasonable accommodation to be accepted in the program with regular and ongoing support of and inspections by a hoarding team.
- For example, the AA might reasonably infer that a single conviction of sale of a small amount of controlled substance from a few years ago might be a subsequent result of the Client’s own past use of a controlled substance and thereby, might be presumed to not be an indicator of intent to continue such criminal activity in future if the Client has undergone or is undergoing successful rehabilitation.

3. Tenant-based Disqualification

If the AA determines that the Client meets the general eligibility but not the Tenant-based eligibility, DMH and the DMH Case Manager/Service Provider, if they deem appropriate, may refer the Client to a Service Provider for Sponsor-based participation instead, which includes receiving services from that Service Provider.

4. Tenant Based Eligibility Expiration

Tenant based eligibility is valid for up to sixty (60) days or until a new eligibility pertinent incident occurs (see [When](#) above), whichever sooner, at which time the AA must reconfirm eligibility before it can proceed to issuance.

VI. ISSUANCE

A. Sponsor Based

1. Voucher and Client Assignment

DMH assigns Sponsor based DMHRSP voucher to a Service Provider. Once the DMH Area Housing Coordinator has notified the appropriate AA, the AA will provide the Service Provider with an issuance packet that includes:

1. Written Sponsor based voucher between the AA and the SP (see [Operating Documents](#) and [Forms and Documents](#) sections), completed and signed by AA and SP with clear effective start date – Only necessary for first issuance to each SP
2. Request for Lease Approval form (RFLA; see [Operating Documents](#) and [Forms and Documents](#) sections)
3. List of Towns covered by AA (if more than one town; created by AA)
4. List of estimated rent ranges that may be considered (created by AA)

The Service Provider is responsible for submitting an eligible unit (see DMH Guidelines regarding timeliness) and entering into a lease for the unit as the Sponsor (see [New Unit Approvals](#) section).

For the first issuance to each Service Provider, a Sponsor based voucher between the AA and Service Provider must be completed. Each subsequent issuance will not require a new voucher, but rather an update of the addendum to the voucher which lists all the units where the voucher is being utilized. The AA must update the Sponsor based voucher as changes occur or at least monthly as needed and provide a copy to the Service Provider.

Simultaneously or as promptly following a submission of a unit as possible, the Service Provider, in collaboration with DMH, is responsible for selecting the Client(s) to reside in the unit and participate in the DMHRSP program and for referring that Client(s) to the AA for eligibility determination. The Service Provider is responsible for determining the household size and appropriate Residence Unit size for each Client's household (see [Determining Voucher and Residence Unit Size](#) section), and for confirming both household size and residence unit size via written notification to the AA for the purpose of calculating the Occupancy Charge and administering the program.

Once the AA has determined that a Client is eligible for the Sponsor based program, the AA will notify the Service Provider so the Service Provider can assist the Client in providing the necessary documents to the AA to complete the intake process and the Service Provider can proceed with lease up with the Client (see [New Unit Approvals](#) and [Operating Documents](#) sections).

2. Transfer

If the Sponsor based Service Provider wishes to utilize their voucher in another area, the Service Provider must submit the request to the DMH Area Housing Coordinator. If the DMH Area Housing Coordinator approves, the Coordinator must coordinate that transfer. See DMH Guidelines on when a transfer is appropriate and see below [New Unit Approvals](#) section regarding procedure.

If this is a transfer of a voucher between AAs within the same DMH area, the DMH Area Housing Coordinator must confirm that both AAs have been notified of the change

If the transfer includes moving to a different DMH Area, both the initiating and the receiving DMH Area Housing Coordinators must confirm this to the DHCD Coordinator. This is critical to ensure that each AA is able to requisition properly, in addition to allowing DHCD to better monitor and project expenditures.

For Sponsor based voucher transfers between Service Providers by DMH, please see [Occupancy, Change of Service Provider](#) section.

B. Tenant Based

1. Issuance Meeting and Packet

Once the AA has determined that a Client is eligible for the Tenant based program, the AA will meet with the Client and the DMH Case Manager/Service Provider to provide an issuance packet, which includes:

1. Written Tenant based voucher between the AA and the Client (see [Operating Documents](#) and [Forms and Documents](#) sections)
 - a. completed and signed by AA and with clear effective start date and expiration date and
 - b. a signed copy provided to all three (3) parties
2. Introduction and process explanation letter for the Client/Property Owner (created by AA)
3. Request for Lease Approval form (RFLA; see [Operating Documents](#) and [Forms and Documents](#) sections)
4. List of Towns covered by AA (if more than one town; created by AA)
5. List of estimated rent ranges that may be considered (created by AA)

In general, issuance meetings should occur within 5 business days of positively determining eligibility, allowing for rescheduling and reasonable accommodation as needed, but no later than sixty (60) days. See [Tenant based Eligibility Expiration](#).

At the issuance meeting and through this packet, the AA provides a general introduction to the DMHRSP program, outlines program participation requirements as detailed on the voucher, explains the housing search and lease up process, and issues a written voucher confirming that the Client has been found eligible and has a DMHRSP Tenant based voucher available for immediate use. The Client and AA sign the voucher, which includes the issuance date and the expiration date (see [Voucher Expiration](#) section immediately below). See [Determining Voucher and Residence Unit Size](#) section below for how to determine voucher size.

2. Voucher Expiration

With the assistance of the DMH Case Manager/Service Provider, the Client is responsible for the housing search and for choosing and submitting a potential unit that will meet the DMHRSP rental criteria (see [New Unit Approvals](#) section) before the voucher certificate expires. This certificate is effective as of the issuance date and valid for up to 120 days. If the Client has not located a viable unit

within 120 days, the Client may request a thirty (30) day extension, which the AA must automatically approve and respond with a written extension letter indicating new expiration date generally within five (5) business days or by the current expiration date, whichever is sooner. Additional extensions beyond a total of 150 days can only be granted by the AA as a reasonable accommodation (see [Reasonable Accommodations](#) section) with a new extension letter each time. The voucher may be utilized for a new Unit leasing up at any time after the issuance date, including after the certificate's expiration date only if the Client submitted the unit before the expiration date.

Once the expiration date has passed, the AA must send written notification, generally within ten (10) business days to the Client with copy to DMH Case Manager/Service Provider and the DMH Area Housing Coordinator that the Tenant based voucher has expired and that the Client is no longer eligible for the Tenant based program. DMH/DMH Case Manager/Service Provider is welcome to refer the Client for either the Tenant based or Sponsor based program again in the future, but the AA would need to complete a fresh eligibility review. If the Client is already in the Sponsor based program, the expiration of the Tenant based voucher will not affect their continued participation in the Sponsor based program. The DMH Area Housing Coordinator would refer the next appropriate Client for expired Tenant based Voucher.

When a potential unit is submitted, the voucher is held and effectively 'stops the clock.' If the potential unit is denied, the AA must provide notice to the Client and DMH Case Manager/Service Provider of the rejection (see [New Unit Approval](#) section for criteria and procedures) and of 'restarting the clock' and extending the expiration date on the voucher to allow them the remaining time that was still left on the voucher at the time when the unit was submitted.

For example, the expiration date is 3/31 and a unit is submitted on 3/10, which is 21 days before the expiration date. The unit is rejected on 4/15 (ex. PO refuses to make necessary repairs to pass inspection). The remaining 21 days begin on 4/16 (date notice given to Client and DMH Case Manager) so that the new expiration date is 5/6.

3. Voucher Reissuance

The AA must reissue the Tenant based Voucher when these situations occur:

- Relocation or Transfer of an active voucher (see [Transfer](#) section below)
- Change of Voucher Size, such as due to changes in household composition or reasonable accommodation (see [Determining Tenant based Voucher Size](#) section below)
- Reactivation following Suspension (see [Vacancies and Absences, Voucher Suspension, Reactivating Following Suspension](#) section)

This reissuance should follow the above procedures, except that it may be done remotely by sending the Voucher and issuance packet to the Client/DMH Case Manager, reviewing the program and process as necessary over the phone or email generally within one (1) week, and returning the signed Voucher to the AA within two (2) weeks.

4. Transfer

If the Tenant based Client wishes to utilize their voucher in another area, the DMH Case Manager/Service Provider must assist with submitting the request to the DMH Area Housing

Coordinator. If the DMH Area Housing Coordinator approves, the Coordinator must coordinate that transfer. See DMH Guidelines on when a transfer is appropriate and see [New Unit Approvals](#) section below regarding procedure.

If this is a transfer of a voucher between AAs within the same DMH area, the DMH Area Housing Coordinator must confirm that both AAs have been notified of the change

If the transfer includes moving to a different DMH Area, both the initiating and the receiving DMH Area Housing Coordinators must confirm this to the DHCD Coordinator. This is critical to ensure that each AA is able to requisition properly, in addition to allowing DHCD to better monitor and project expenditures.

C. Determining Voucher (Tenant based) and Residence Unit (Sponsor based) Size

1. Determining Tenant based Voucher Size

Determining Household Size

While the majority of the client population served by DMHRSP is single individuals, the DMHRSP is understanding of including a Client's support system such as spouse/spouse equivalents and family for Tenant based participation with DMH's support and pending applicable eligibility requirements.

See [Household in Definitions](#) section to determine who qualifies as members of the household. To elaborate:

- 1) A Household or Family consists of either:
 - a) One person, who is the Client
 - b) Two or more people who live or will live regularly in a unit as their sole residence whose income and resources are available to meet the Household's need; or
 - c) May include more than one DMH Client, but not more than one DMHRSP voucher holder
- 2) A Temporarily Absent Household Member shall be deemed to be a Household member. See 760 CMR 6.06 (3) *Provisions as to Occupancy and Use of Unit* for more details. DHCD may also issue guidance with regard to temporarily absent household members.
- 3) Unborn children are included in the Household size when determining Voucher Size.
- 4) A child who is subject to a joint custody arrangement and resides in the unit more than 50% of the time is a Household member.
- 5) In cases where Department of Children and Families (DCF) confirms that a child who was previously removed or new to join the family may be re/unified with the family pending only the securing of appropriate housing, the child may be counted as part of the family for the purpose of securing a residence unit of appropriate unit size for the reunified family. In cases where DCF confirms that the removal of a child is temporary and that family reunification is still a goal, the child shall be included in the Household.
- 6) A full-time, live-in Personal Care Attendant (PCA), if approved by the AA, shall be deemed a Household member for purpose of determining the appropriate Voucher Size and shall be

granted one additional bedroom. See [Personal Care Attendant in Definitions](#) section for more details.

Determining Appropriate Unit Size

See [Appropriate Unit Size in Definitions](#) section to determine the appropriate Voucher size for Tenant based households. To elaborate:

- 1) Two household members of the opposite sex may decide to share a bedroom, but do not have to share a bedroom, except for the following:
 - a) Husband and wife (or those in a similar living arrangement) are expected to share a bedroom, regardless of sex; and
 - b) Two children under the age of eight (8) are expected to share a bedroom, regardless of sex.
- 2) Two household members of the same sex are expected to share a bedroom, regardless of age, age difference, or relationship, except for the following:
 - a) Household members, age 21 or older, may elect not to share a bedroom with their child, grandchild, or legal ward; or
 - b) If a consequence of sharing a bedroom is or would have a severe adverse impact on their mental or physical health and the AA receives reliable medical documentation of such impact (see [Reasonable Accommodations](#) section)
- 3) A Household may request an additional bedroom as a reasonable accommodation for a disability (see [Reasonable Accommodations](#) section);
- 4) An approved Personal Care Attendant receives their own bedroom. Only one bedroom may be granted for PCAs per Household;
- 5) Each bedroom shall contain a minimum of 70 square feet, with at least 50 square feet of floor space for each occupant and shall meet all other applicable requirements of the State Sanitary Code for a room occupied for sleeping purposes.
- 6) The Household still has the ability to configure the sleeping arrangements of their Household in the manner of their choosing, provided it does not violate the State Sanitary Code.

This Household is eligible for a 3 bedroom Unit/Voucher:

| Relationship | Sex | Age | Bedroom |
|--------------|-----|-----|---------|
| Self | F | 33 | 1 |
| Husband | M | 31 | 1 |
| Son | M | 4 | 2 |
| Daughter | F | 7 | 2 |
| Mother | F | 55 | 3 |
| Cousin | F | 26 | 3 |

This Household is eligible for a 4 bedroom Unit/Voucher.

| Relationship | Sex | Age | Bedroom |
|---------------|-----|-----|---------|
| Self | F | 38 | 1 |
| Son | M | 17 | 2 |
| Son | M | n/a | 2 |
| Daughter | F | 19 | 3 |
| Granddaughter | F | 1 | 3 |
| Mother | F | 64 | 4 |

For Tenant based Households, the appropriate Voucher size must be listed on the Voucher and the Client/Household is eligible to lease a unit with the value of up to that voucher size. Tenant based Households may Not share a Housing Unit with any other persons outside of their Household (except for single individual Clients living in qualified SROs, which are each officially considered its own housing unit).

2. Determining Sponsor Based Residence Unit Size

Determining Household Size and Residence Unit Size

While the majority of the client population served by DMHRSP is single individuals, a Sponsor based Service Provider may consider including additional household members per DMH direction (see DMH Guidelines) and pending applicable eligibility requirements.

For Sponsor based households, the Service Provider is responsible for determining the household size and appropriate Residence Unit size for each Client's household, per the DMH guidelines and generally following the above sections, and for confirming both household size and residence unit size to the AA for the purpose of calculating the Occupancy Charge and administering the program.

For Sponsor based Households, the Residence Unit size is applied to the Household regardless of the total Voucher size awarded to the Service Provider. Sponsor based Households may share a Housing Unit with other Sponsor based Households if deemed appropriate by DMH. For example, the Service Provider may utilize a two bedroom Sponsor based voucher in a two bedroom unit and place two households of one bedroom each in that unit.

VII. OCCUPANCY

Sponsor based participation is where the Service Provider is the tenant and signs the lease with the Property Owner and the Client signs an Occupancy Agreement with the Service Provider. Tenant based participation is where the Client is the tenant and signs the lease with the Property Owner and the Client signs a Participation Agreement with the DMH Case Manager. All rental assistance funds must be used for units located within Massachusetts.

A. New Unit Approvals

New unit approvals are needed for units for newly activated vouchers, existing vouchers, and for transfers and relocations.

1. Service Provider/Client and Property Owner's Submission

- a. For Sponsor based vouchers, where the Service Provider is the tenant and signs the lease with the Property Owner and the Client signs an Occupancy Agreement with the Service Provider:
 - i. The DMH Area Housing Coordinator will notify the Service Provider when they can utilize a new voucher, an existing voucher, or a transfer of a voucher between AAs. For new vouchers, DMH/DHCD assigns the AA by the location of the unit (see [Eligibility, Service Provider/AA Assignment and Client Selection](#) section). If this is a transfer of a voucher between AAs, the DMH Area Housing Coordinator must notify both AAs of the transfer of the voucher between them (DHCD Coordinator will confirm the change in their respective voucher allocations). If the transfer includes moving to a different DMH Area, the initiating DMH Area Housing Coordinator must also coordinate with the receiving DMH Area Housing Coordinator. Also see DMH's Guidelines.
 - ii. The Service Provider must complete and sign the Request for Lease Approval (RFLA) form (see [Operating Documents](#) and [Forms and Documents](#) sections) with the Property Owner. The Service Provider must then provide the RFLA to the DMH Area Housing Coordinator for review within three (3) business days.
 - iii. The Property Owner must provide any necessary documents required by the AA in order to confirm ownership and arrange payments. These can be initially included with the RFLA to the Service Provider, or at the Property Owner's discretion, can be held to be provided directly to the appropriate AA upon the AA's request and review.
- b. For Tenant based vouchers, where the Client is the tenant and signs the lease with the Property Owner:
 - i. The above Sponsor Based procedure is followed except that a DMH Case Manager will be the contact instead of a Service Provider. Both may be involved when a client is transferring from Sponsor based to Tenant based.
 - ii. The Client must complete and sign the Request for Lease Approval (RFLA) form (see [Operating Documents](#) and [Forms and Documents](#) sections) with the Property Owner. The Client is ultimately responsible for ensuring that the RFLA is submitted to the DMH Case Manager/ Service Provider within three (3) business days.
 - iii. The same as Sponsor based a. iii. above as well as any inspection related documents (see [Inspections](#) section) requested by the AA.

- iv. The DMH Case Manager/Service Provider must promptly forward all documents received to the DMH Area Housing Coordinator for review within three (3) business days.

2. DMH Review and Response

- a. The DMH Area Housing Coordinator reviews the request to ensure that the unit is appropriate for the Client (Sponsor based only), that it is within the applicable DMH area, assigned to the correct Service Provider (Sponsor based)/Client (Tenant based) and correct AA, and that the use of the voucher for the unit is fiscally feasible. The DMH Area Housing Coordinator is expected to complete the review and notify of the decision within five (5) business days. See DMH Guidelines for details.
- b. If approved, the DMH Area Housing Coordinator will notify (preferably via email):
 - i. The DHCD Coordinator, of the following:
 - A. Approval of the utilization of a new voucher, an existing voucher, or a transfer of a voucher between AAs or between DMH areas
 - B. If this is a transfer
 - 1. Of a voucher between AAs within the same DMH area, the DMH Area Housing Coordinator must confirm that both AAs have been notified of the transfer of the voucher between them (DHCD Coordinator will confirm the change in their respective voucher allocations).
 - 2. If the transfer includes moving to a different DMH Area, both the initiating and the receiving DMH Area Housing Coordinators must confirm this to the DHCD Coordinator (email cc is sufficient). This is critical to ensure that each AA is able to requisition properly, in addition to allowing DHCD to better monitor and project expenditures.
 - 3. Details of the transfer
 - ii. The AA, and:
 - A. Forward the necessary request documents with their written approval for review
- c. If Not approved, the DMH Area Housing Coordinator must provide written notification to the Service Provider/DMH Case Manager that the unit has not been approved and the reasons why. For Tenant based vouchers, the DMH Coordinator must also copy the AA and the DMH Case Manager/Service Provider must notify the Client immediately. A new unit will need to be located.

3. AA Review and Response

- a. Upon receipt of the necessary documents and the DMH Area Housing Coordinator's approval, the AA must use the New Unit Review Form (see [Operating Documents](#) and [Forms and Documents](#) sections) to evaluate whether the contract rent requested meets all of the Maximum Allowable Rent criteria:

- i. The requested rent must be reasonable as determined by the AA's market analysis:
 - A. Each AA must create its own uniform process to fairly and accurately compare rents for comparable units
 - B. AAs must only compare rents of DMHRSP units to rents of unsubsidized units (not subsidized units or a mix of subsidized and unsubsidized units)
 - C. AAs must determine whether a unit is comparable based on elements such as, but not limited to, size, location, condition (grade), appliances and utilities provided, building type, amenities, and special needs such as accessibility
 - D. For larger units (ex. 7-12 bedrooms), the AA must find several of the largest unsubsidized comparisons that are available (at least 4-5bed with comparable amenities, location, etc.), then add 15% for each additional bedroom (ex. 5 bed = 4 bed x 1.15; 6 bed = 4 bed x 1.30) before completing their usual range analysis.
 - E. DMH, Service Providers/DMH Case Managers, and Property Owners are welcome to provide any comparisons they would like to the AA, but the AA has the discretion of deciding which units are comparable and to be used in their analysis pursuant to the above criteria
- ii. And the requested rent cannot exceed 110.0% of the applicable Fair Market Rent (FMR) schedule minus an allowance for tenant paid utilities (subject to reasonable accommodation, see [Reasonable Accommodation](#) section):
 - A. Determining the applicable FMR

- 1. The current or upcoming FMR that would be effective for the date of the lease up or rent increase must be applied. The FMRs become effective on 10/1 with the federal fiscal year. For example, if the rent increase request is submitted in September 2018 to be effective beginning November 2018, then the FY19 FMR (effective 10/1/2018-9/30/2019) that would be effective in November 2018 should be applied.
- 2. The applicable FMR for the town in which the unit is located must be applied (regardless of location of AA or SP).
- 3. The FMR is based on the number of bedrooms of the unit, the approved residence unit/voucher size, or number of approved clients, whichever is the lesser. For example, if a voucher is

approved for occupancy of up to a one bedroom but a two bedroom unit is submitted to be leased, the one bedroom FMR applies. If a studio unit is submitted for the same one bedroom voucher, the studio FMR applies.

4. Historically, SRO FMRs or alternative payment standards may have been applied to some group living environments (GLEs) in a multi-bedroom unit. In these cases, the SRO FMR or payment standard multiplied by the number of bedrooms (ex. SRO FMR x 5 for a 5 bedroom unit) was applied in place of the multibed FMR or payment standard (ex. 5 bedroom FMR for a 5 bedroom unit). Moving forward, the AA should be very clear and accurate about applying the multibed FMR instead in such cases. The AA should contact the DHCD Coordinator for assistance in determining whether a unit qualifies as a SRO or multi bedroom unit.
5. Search by city and year on the HUD website (<https://www.huduser.gov/portal/datasets/fmr.html>). A SRO FMR is 75% of the Studio/Efficiency FMR. For units larger than 4 bedroom, add 15% for each additional bedroom (ex. 5 bed FMR = 4 bed FMR x 1.15; 6 bed FMR = 4 bed FMR x 1.30).

B. Calculating the Utility Allowance

1. As with the determination of the date of the applicable FMR, the current or upcoming utility chart that would be effective for the date of the rent increase must be applied
2. AA provides the local utility chart, either for the region or specific town. Another local utility chart can be used if consistently done. For example, if Metro Housing | Boston is administering a unit in Arlington, the AA may choose to use either their own regional Metro chart or Arlington's chart, but must consistently do so for all DMHRSP units.
3. Calculate the tenant paid utility allowance for the appropriate bedroom size (as in c and d above).
4. For larger units that are not listed in the utility chart, the AA shall continue the pattern of calculation in the utility chart for the appropriate unit size (rather than multiplying a smaller bedroom) – Contact the DHCD Coordinator for assistance. See example:

| From Existing Chart | | | | Calculated by Continuing the Pattern | | | | | |
|---------------------|-------|-------|-------|--------------------------------------|-------|-------|-------|-------|--------|
| 1 bed | 2 bed | 3 bed | 4 bed | 5 bed | 6 bed | 7 bed | 8 bed | 9 bed | 10 bed |
| 10 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 |

Note: The 10 bed rate is calculated by continuing the pattern from 4 bed up through 10 bed (Not 1 bed x 10 or 2 bed x 5, etc.)

C. Calculating the Maximum Allowable Rent

1. The utility allowance must be subtracted from the 110.0% FMR to determine the maximum allowable rent. Remember that utility allowance is not used in calculating the Client's Occupancy Charge. In a Sponsor based unit, the utility allowance must be used to calculate the maximum allowable rent even if the Service Provider decides not to pass along the utility costs to the Client.

iii. Rent Denials

- A. If the requested contract rent does NOT meet All maximum allowable rent criteria, then the AA may deny the request by sending a written notice to the Property Owner with a copy to the Service Provider/DMH Case Manager, Client (if Tenant based), and DMH Area Housing Coordinator
- B. The AA, at their discretion, may first offer a lower rent increase that meets the criteria directly to the Property Owner
 1. The AA must also notify the Service Provider at the same time, as the Service Provider may assist with discussions with the Property Owner at the AA and Service Provider's discretion
 2. The Property Owner must be notified that they have five (5) business days to respond before an automatic denial is sent
 3. Be sure to record any alternative offer and response on the New Unit Review Form. If the Property Owner accepts the alternative offer, the AA shall follow approval procedures below. If the Property Owner declines, the AA shall proceed with denial
- C. For Tenant based vouchers, when a potential unit is submitted, the voucher is held and effectively 'stopped the clock.' If the unit is denied, the AA must provide notice to the Client and DMH Case Manager/Service Provider of 'restarting the clock' and extending the expiration date on the voucher to allow the Client the remaining time that was still left on the voucher at the time when the unit was submitted. See [Issuance, Tenant based, Voucher Expiration](#) section for more details.

iv. Rent Approvals

- A. If the AA approves the requested contract rent, then the AA may proceed with the below
- b. The AA must obtain inspection documents per the below [Inspections](#) section

- c. The AA must confirm ownership and/or obtain all necessary documents for payment arrangements as applicable per Section VII A (1) (a) iii & (b) iii.
- d. Once the entire process is complete, the AA may proceed to lease up
 - i. For both Sponsor based and Tenant based participation, the Client's Occupancy Charge must be calculated by the AA:
 - A. Per 760 CMR 38.07 (3), a Client's net household income shall be determined in the manner provided in 760 CMR 6.05 (2), (3) and (4) and the [Income Eligibility](#) section and the Client will pay an Occupancy Charge based on the below:
 - 1. If the Client does Not pay for heat or any utilities, the Client shall pay 35% of their net household income as an Occupancy Charge.
 - 2. If the Client pays for heat with or without any other utilities listed on the RFLA, the Client shall receive a heat deduction (prorated if it is a Sponsor based unit shared with other Clients/households) and pay 30% of their net household income as an Occupancy Charge. See *Heat Deduction Chart* in [Operating Documents](#) and [Forms and Documents](#) sections.
 - 3. If Client pays for any other utilities listed on the RFLA but not heat, the Client shall pay 30% of their net household income as an Occupancy Charge.
 - 4. In the rare Sponsor based case where the Service Provider as Tenant must pay for any heat or utilities but chooses not to pass on any such expense to the Client(s) residing there:
 - i. The heat and utilities are used for calculating the maximum allowable rent to the Property Owner, but the Client(s) will pay 35% of their net household income as Occupancy Charge and will Not receive the heat deduction
 - ii. The Service Provider must notify the DMH Area Housing Coordinator and the AA with the initial submission of the new unit, and with each new Client submitted to move into the unit
 - iii. If the AA learns that the Occupancy Charge was incorrectly calculated due to lack of notification from the Service Provider, the AA must recalculate correctly going forward, providing both Client(s) and Property Owner proper notice with a copy to the Service Provider. At the AA's discretion, the AA may also recover the resultant subsidy overpayment from the Service Provider.

- B. In addition, to be referred to DMHRSP by DMH, the individual must be authorized for DMH services pursuant to 104 CMR 29.00. This means the individual must meet the clinical criteria set forth in 104 CMR 29.04(2) and be determined to need a DMH Service. Therefore, the AA can presume the disability status without further verification and can provide a disability deduction as part of the Occupancy Charge calculation.
 - C. AA will provide written notification of the approved rent, occupancy charge, and subsidy amounts to the Property Owner, Service Provider/DMH Case Manager, and Client
- ii. For Sponsor based units where the Service Provider is the tenant on lease, the AA will provide the leasing documents to the Service Provider, who will promptly complete the lease up meeting with the Client, generally within three (3) business days. Also see [Operating Documents, Leasing Documents](#) section.
 - A. The AA will provide:
 - 1. Sponsor based Lease (to which the PO's Addendum can be added, if PO prefers), OR Lease Addendum (to be added to PO's Lease, if PO prefers) between the SP and PO. The SP is responsible for obtaining any PO Lease/Addendum.
 - 2. Voucher Payment Contract marked for Sponsor based program between PO and AA
 - 3. Rent share notification to PO, SP, and Client (i. C. above)
 - 4. If not yet done so, Sponsor based Voucher between AA and SP
 - 5. For items 1-2, at the AA's discretion, the AA may either provide the fully prepared documents or just the information necessary (lease start and end dates, approved contract rent, utilities breakdown, etc.) for the Service Provider to create the documents. Items 3-4 must be created and provided by the AA. The AA is responsible for confirming that the documents are correctly completed. If not, the AA must notify the SP within three (3) business days of receipt and the SP has ten (10) business days to provide correct documents before payments can be released.
 - B. The effective start date must be the same on all of the leasing documents (except the Voucher) for a newly leased up sponsor based unit.
 - C. The Service Provider will sign the Lease and/or Lease Addendum as outlined in A above. The Service Provider will obtain the Property Owner's signature on the Lease or Lease Addendum and Voucher Payment Contract, and obtain and sign the PO's lease or addendum as applicable (per A.1. above). If not yet done so, the SP must also sign and return the Sponsor based Voucher.

- D. Simultaneously or promptly after, the Service Provider must complete a lease up meeting with the Client. At that time, the SP must clearly explain the program obligations, including tenancy and participation issues, to the Client.
 - E. The Service Provider must provide written notification (preferably email) to the AA of the date the Client moved in (not to predate the lease) and return all of the signed leasing documents to the AA no later than 60 days or in time to access the appropriate fiscal year's funds, whichever is sooner. Payments cannot be released until all the necessary leasing documents and move in confirmation are received by the AA. AA will provide the final fully signed and executed copies to all signees of each document. Also see [Operating Documents, Leasing Documents](#) section.
 - F. The AA will update the Addendum to the SP's Sponsor based voucher listing all the units where the voucher is being utilized. This must be done at least monthly or as needed.
- iii. For Tenant based units where the Client is the tenant on lease, the AA will provide the leasing documents to the DMH Case Manager/Service Provider, who will promptly complete the lease up meeting with the Client, generally within three (3) business days. Also see [Operating Documents, Leasing Documents](#) section.
- A. The AA will provide:
 - 1. Tenant based Lease (to which the PO's Addendum can be added, if PO prefers), OR Lease Addendum (to be added to PO's Lease, if PO prefers) between the Client and PO. The CM/SP is responsible for obtaining any PO Lease/Addendum.
 - 2. Voucher Payment Contract marked for Tenant based program between PO and AA
 - 3. Rent share notification to PO, CM/SP, and Client (i. C. above)
 - 4. For items 1-2, at the AA's discretion, the AA may either provide the fully prepared documents or just the information necessary (lease start and end dates, approved contract rent, utilities breakdown, etc.) for the Service Provider/DMH Case Manager to create the documents. Item 3 must be created and provided by the AA. The AA is responsible for confirming that the documents are correctly completed. If not, the AA must notify the CM/SP within three (3) business days of receipt and the CM/SP has ten (10) business days to provide correct documents before payments can be released.
 - B. The effective start dates on all these documents must be the same. See section iv and v below for more details.

- C. At the lease up meeting, the DMH Case Manager/Service Provider must review the DMH participation expectations, DMHRSP program requirements, and detailed lease terms to the Client.
 - D. At the lease up meeting, the Client will sign the Tenant based Lease and/or Lease Addendum as outlined in A.1. above.
 - E. Then the DMH CM/SP will send the signed Lease and/or Addendum (per A.1. above) and the Voucher Payment Contract to the Property Owner.
 - F. The Property Owner must sign all of the Lease and/or Lease Addendum (per A.1. above) and Voucher Payment Contract and then return all documents to the AA in order to finalize the approval and release payments. It is the DMH CM/SP's responsibility to ensure that this is completed.
 - G. All fully signed leasing documents must be returned to the AA no later than 60 days or in time to access the appropriate fiscal year's funds, whichever is sooner. Payments cannot be released until all the necessary leasing documents are received by the AA. AA will provide the final fully signed and executed copies to all signees of each document. Also see [Operating Documents, Leasing Documents](#) section.
- iv. For both Sponsor based and Tenant based, approved new units can be leased up any date following the approval of the inspection (see [Inspections](#) section) and this full review process. The new auto-renewing lease must be used. Under no circumstances are the leasing documents to be made effective or any payments made for any period prior to the actual date of final approval per the criteria in VII (A) (2) and (3).
 - v. Furthermore, for both Sponsor based and Tenant based, the date the new leasing documents become effective should be as close as possible to the actual possession (receiving keys) and occupancy (moving in) by the Tenant (for Sponsor based, this would preferably be both Service Provider and Client). Payments are not to be made for any period where the Tenant did not have access or use of the unit. If an AA reasonably expects that a Tenant and/or Client will not be receiving keys and moving in for some time after the unit is approved, the lease up appointment can occur at any time after the approval but the leasing documents cannot be effective any earlier than that anticipated possession/move in date. The AA must prorate subsidy payments for the staggered occupancy of multiple Sponsor based Clients in one unit, as full payments cannot be provided when part or all of the unit is vacant at the start of a lease (see [Vacancy](#) section).
 - vi. The AA is expected to fully complete the request (review, obtaining inspection and other documents, decision, notification, and leasing) within 10-15 business days for Sponsor based units and 10-20 business days for Tenant based units.
 - vii. As always, the AA must send electronic copies of the Lease (preferably via email) to the Service Provider/DMH Case Manager, DMH Area Housing Coordinator, and the

DHCD Coordinator. This will also serve as notification of AA's approval and completion of the new unit process, including transfers, etc. A copy of all relevant materials during this process must be kept for the record.

B. Transfers

At DHCD and DMH's discretion, both Sponsor based and Tenant based vouchers are transferrable between AAs, both within the same DMH Area and between different DMH Areas. See DMH Guidelines on when a transfer is appropriate and see above [New Unit Approvals](#) section regarding the procedure.

As outlined above, whenever transferring a voucher, whether currently actively utilized or not, between AAs within the same or different DMH Areas, the applicable DMH Area Housing Coordinator(s) must approve and notify the DHCD Coordinator. This is critical in order to ensure that each AA requisitions properly and DHCD can monitor and project expenditures.

C. Change of Service Provider

1. Sponsor based

Sponsor based Vouchers are awarded to the Service Provider, so a change in Service Provider means a transfer of the Sponsor based Voucher to a new Service Provider in addition to a change of Tenant on the Lease.

1. Notification of Service Provider Change

a. DMH Notification to AA

The DMH Area Housing Coordinator must provide written notification to the AA for each DMHRSP subsidized unit where there is a Service Provider change. This serves as DMH's approval of the sponsor based voucher transfer between Service Providers. AAs will only receive this notification if there is a Service Provider change. Please keep a copy in the file. The notification must include:

1. Unit Address(es)
2. Terminating Service Provider Contact Information
3. New Service Provider Contact Information
4. Effective Date of Change
5. Originating from the DMH Area Housing Coordinator's email (or Signed and Dated by Housing Coordinator if printed and mailed)
6. Copy to Terminating SP, New SP, and DHCD Coordinator

b. Service Provider Notification to Property Owner

The terminating Service Provider must provide their own written notification of the change of SP to the Property Owner (PO). It is best practice for the new Service Provider to also provide a notification with their contact information to the Property Owner. AAs will not receive a copy of either notice.

2. Amending Leasing and Program Documents

Per the usual procedure, all the below documents (see [Operating Documents](#) and [Forms and Documents](#) sections) must be fully signed and executed before the AA can release payments:

a. Change of Service Provider Form

This form effectively serves as a lease amendment, an assignment of the lease to the new Service Provider, and a mutual termination of the old Service Provider. Therefore, it must be signed by all parties (PO, Old SP, New SP, and AA).

b. Lease Extension

If the current lease expires on the same date as the effective date of the change of Service Provider, then a new auto-renewing lease extension with a notation of the new Service Provider (3rd checkbox) is required.

c. Sponsor based Voucher

AA will update the Sponsor based voucher addendum for both Service Providers to correctly reflect this change. This must be completed within a month of the effective date.

3. Providing Documentation

Once all documents are fully signed and executed, the AA should provide the below copies. Joint emails with electronic documents are preferable for all parties except the Property Owner.

For the Property Owner, only send the documents specified below via separate email or mail for confidentiality. The new Service Provider is also welcome to help provide these copies to the Property Owner.

Also see [Operating Documents](#) and [Forms and Documents](#) sections.

a. AA to Terminating Service Provider

1. Change of Service Provider Form
2. Updated Sponsor based Voucher

b. AA to New Service Provider

1. Change of Service Provider Form
2. Original Lease
3. Most Recent Lease Extension
4. For each unit, list of all clients, rent shares, and subsidy amounts (ex. most recent rent share letters), and any vacancies
5. Updated Sponsor based Voucher

c. AA to Property Owner

1. Change of Service Provider Form

2. Lease Extension, when applicable

d. AA to DMH

1. Change of Service Provider Form
2. Lease Extension, when applicable

e. AA to DHCD

1. Change of Service Provider Form
2. Lease Extension, when applicable

f. File

Remember to keep a copy of each and every document of this process in the file.

2. Tenant based

Change of Service Provider does not apply to the Tenant based program.

D. Change of Property Owner

Both the old and new leasing documents include clauses requiring the automatic assignment/transfer to the new Property Owner upon a sale, etc. of the unit so that the new PO is automatically bound by the same Lease and Voucher Payment Contract. Therefore, a change in PO in and of itself does not warrant or permit a breaking of the lease, changing any terms of the lease (ex. contract rent amount), or a notice to quit. However, the new PO has the same abilities to request a notice to quit for good cause or agree to a mutual termination at any time as any other PO.

Per both the old and new versions of the Lease and the new Voucher Payment Contract, the exiting PO is required to obtain the signed agreement from the new PO (a simple letter signed by both POs is sufficient). The existing PO is required to notify the AA of the change of PO including this agreement. The AA will promptly send a request, generally within seven (7) business days, to the new PO for any documents or signatures necessary to update their records and arrange payments. Even if the formal agreement is not signed, the new PO is still bound under the same terms. The AA will send formal notification to the new PO with a copy to the Tenant and Service Provider once the AA has confirmed and processed the change. For Sponsor Based, the Service Provider must pass on any new PO emergency contact information to the Client. Notification to DMH Area Housing Coordinator or DHCD is not needed.

Immediately upon receiving notification of the potential change, the AA will suspend all payments as of the effective change date and hold any further payments until the process is completed and the new PO is confirmed, at which time the AA will release all accrued payments to the new PO. If any payments were sent to the exiting PO after the effective date of the PO change, the new PO must recover those payments directly from the exiting PO.

E. Inspections

This is clarification of 760 CMR 38.04 and 38.09.

1. Sponsor based Units

New and existing Sponsor based units, where the Service Provider is the tenant in a lease with the Property Owner, shall be inspected by DMH Community Licensing. It is the AA's responsibility to confirm that DMH Community Licensing has approved a new unit within the last twelve (12) months prior to initial lease up, as well as annually thereafter.

It is DMH's responsibility to proactively schedule annual reinspections of Sponsor based units and to submit the final approved report to the AA in a timely manner to avoid suspension of payments until the unit can be confirmed habitable.

2. Sponsor based to Tenant based Units

In cases where a Client is currently participating in the Sponsor based program but has now been determined by DMH and the Service Provider to be ready to transition to Tenant based participation and is remaining in the same unit, a valid DMH Community Licensing inspection within the last twelve (12) months may be utilized for that initial transition only.

For new Clients entering the program directly into Tenant based participation or if transitioning from Sponsor based to Tenant based participation but in a different unit, a new inspection is required as specified below in the [Tenant based Units](#) section.

For all Sponsor based to Tenant based transitioned units where DMH Community Licensing inspection was initially accepted, subsequent inspections are not necessary unless there is concern regarding habitability or compliance with the State Sanitary Code. In that case, a municipal Board of Health or HQS inspection (at the AA's discretion) must be requested, passed, and submitted to the AA (DMH Community Licensing is unable to inspect existing Tenant based units). After that, the subsequent Tenant based unit inspection requirements apply as specified below in the [Tenant based Units](#) section.

For all Sponsor based to Tenant based transitioned units where a municipal Board of Health inspection or a Housing Quality Standard inspection by the AA were initially accepted, the subsequent Tenant based unit inspection requirements apply as specified below in the [Tenant based Units](#) section.

The Service Provider/DMH Case Manager is responsible for notifying the Property Owner and Client of these requirements. The AA is responsible for ensuring that they receive the document and for completing the process as specified below in the [Tenant based Units](#) section.

3. Tenant based Units

New and existing Tenant based units, where the Client is the tenant in a lease directly with the Property Owner, must have a valid municipal Board of Health inspection certificate indicating that the unit is in compliance with the State Sanitary Code or, at the AA's discretion, a Housing Quality Standard (HQS) inspection performed by the AA prior to the lease up. The AA must notify the Property Owner promptly of whether the Property Owner must provide a Board of Health inspection or the AA will perform an HQS inspection. HQS performed by another AA and DMH Community Licensing cannot be accepted.

New units must pass inspection no more than sixty (60) days prior to the lease up, or after the unit became vacant and available, whichever is lesser. An initial inspection is no longer valid once the unit has been inhabited and vacated again (such as between tenants; except for the very specific Sponsor based transition situation above) or there has been a violation, regardless if the inspection was recently performed. For example, if a unit is inspected and leased up to a new client, who then vacates a month later, the unit must be prepared again by the Property Owner and a new inspection performed and cleared before a new client can be leased up in that unit.

A valid inspection must be in place for the duration of the occupancy, although this may not require an annual reinspection depending on the type of inspection utilized. AAs must be sure to check with the inspecting agency and document in file so that it is clear at any given time whether a valid inspection is still in place.

These options are provided so that there is not undue burden on the AA while still offering the AA the flexibility to do so at its discretion in order to minimize reliance on other organizations and avoid any prolonged delays.

4. Lead Certificate

Whenever a child(ren) under six (6) years old is or will live in the unit old and in a structure constructed prior to 1978, the Property Owner must provide a Letter of Compliance from a licensed lead testing company stating that the housing or building is in compliance with the Massachusetts Lead Law, M.G.L., c. 111, §§190-191. If the structure was constructed in or after 1978, the Property Owner must provide a copy of the original Building Permit. The AA must review the certification or building permit to confirm current validity.

5. Lease Date Limitation

Under no circumstances is the lease to be made effective or any payments made for any period prior to inspection approval, including lead approval as applicable. See [New Unit Approvals, AA Review and Response](#) Section VII. A. 3. d. iv-v above for more details.

F. Operating Documents

Here are more details of Operating Documents listed in 760 CMR 38.08.

1. Vouchers

a. Sponsor Based

Sponsor based vouchers are awarded to the Service Provider as determined by the DMH Area and via a written voucher issued by the AA. At the first issuance with each Service Provider, the Sponsor based voucher must be signed by the SP and AA and have an issuance/effective date. The Addendum to the voucher will list all units where the voucher is currently being utilized and must be updated by the AA as the voucher is transferred to new units (at least monthly or as changes occur, whichever later). See [Issuance](#) section for more details and [Forms and Documents](#).

New Document Implementation

The new voucher must be implemented at the first issuance with each new Service Provider.

For Service Providers that currently hold Sponsor based vouchers, the AA must replace the Agreement for Financial Assistance (a separate document for each specific unit) with the new Sponsor based Voucher form including an up to date addendum listing all the associated units. The AA must complete this for all units/vouchers within fifteen (15) months of the issuance of this guidance.

AA must update Sponsor based voucher addendums at least monthly or as changes occur, including unit and Service Provider transfers, and provide a copy to the Service Provider.

b. Tenant Based

Tenant based vouchers are awarded to the Client as referred by the Service Provider/DMH Case Management and confirmed eligible by the AA. A written voucher is issued by the AA upon confirmation of eligibility and is valid for a limited period. See [Issuance](#) section for more details and [Forms and Documents](#).

2. Request for Lease Approval (RFLA)

A Request for Lease Approval (RFLA) must be submitted for each new unit. It must be completed and signed by the Property Owner and Tenant (Service Provider for Sponsor based, or Client for Tenant based). Please see [New Unit Approvals, Service Provider/Client and Property Owner's Submission](#) section as well as the [Forms and Documents](#).

3. Heat Deduction Chart

The Heat Deduction Chart outlines the amount of deduction provided dependent on unit/voucher size when the Client pays for heat. It also indicates appropriate Occupancy Charge based on whether utilities are paid by the Client. The heat deduction is only used to calculate the Occupancy Charge, which the utilities allowance is only used to calculate the Maximum Allowable Rent. This is a reference document and is not a form to be completed. See [New Unit Approvals, AA Review and Response](#), Section VII. A. 3. d. i. A. for details on how to calculate the Occupancy Charge.

4. New Unit Review Form

The New Unit Review Form is an internal form used by the AA to determine whether a new unit can be approved for the DMHRSP. Please see [New Unit Approvals, AA Review and Response](#) section as well as the [Forms and Documents](#).

5. Rent Increase Review Form

The Rent Increase Review Form is an internal form used by the AA to determine whether a rent increase request can be approved under the DMHRSP policy. Please see [Rent Increase Policy, AA Review and Response](#) section as well as the [Forms and Documents](#).

6. Leasing Documents

See [New Unit Approvals, AA Review and Response](#) Section VII. A. 3. d. iv-v above for details on appropriate effective dates on leasing documents.

In addition, all leases should be for a minimum of 11mos+ and renew for 12mo intervals. For example, a lease that begins 5/15/2017 should end on 4/30/2018, then auto-renew for 5/1/2018-4/30/2019, and so on.

a. Sponsor based

For new and existing Sponsor based units, where the Service Provider is the tenant in a Lease with the Property Owner, the AA must execute the following:

1. Auto-renewing Sponsor based Lease or Lease Addendum between the Service Provider and the Property Owner
 - a. Either the DMHRSP standard Sponsor based Lease, to which the Property Owner's Addendum (regarding pets, smoking, etc.) can be added, if Property Owner prefers
 - b. Or, if the Property Owner prefers, the Property Owner's own Lease plus the DMHRSP Sponsor based Lease Addendum
 - c. DMHRSP Lease or Addendum supersedes the Property Owner's lease or addendum
2. Auto-renewing Voucher Payment Contract marked for Sponsor based program between the AA and Property Owner
3. Lease Extension and Amendments as needed for Rent Increases, Change of Service Provider, and other changes

See [Forms and Documents](#) for templates of these documents. Copies of the Lease must be sent (preferably via email) to both the DMH Area Housing Coordinator and the DHCD Coordinator.

For existing Sponsor based units, follow [New Document Implementation](#) section below.

The Service Provider will also execute an auto-renewing Occupancy Agreement with each Sponsor based Client, which does not need to be provided to the AA or DHCD.

b. Tenant based

For Tenant based units, where the Client is the tenant in a Lease with the Property Owner, the AA must execute the following:

1. Auto-renewing Tenant based Lease or Lease Addendum between the Client and the Property Owner
 - a. Either the DMHRSP standard Tenant based Lease, to which the Property Owner's Addendum (regarding pets, smoking, etc.) can be added, if Property Owner prefers
 - a. Or, if the Property Owner prefers, the Property Owner's own Lease plus the DMHRSP Tenant based Lease Addendum
 - b. DMHRSP Lease or Addendum supersedes the Property Owner's lease or addendum
2. Auto-renewing Voucher Payment Contract marked for Tenant based program between the AA and Property Owner

3. Lease Extension and Amendments as needed for Rent Increases and other changes

See [Forms and Documents](#) section for templates of these documents. Copies of the Lease must be sent (preferably via email) to both the DMH Area Housing Coordinator and the DHCD Coordinator.

The DMH Case Manager will also execute an auto-renewing Participation Agreement with each Tenant based Client, which does not need to be provided to the AA or DHCD.

c. New Document Implementation

For the past several years, non-renewing leases have been used for a period of either one year or multiple years, which required separate extensions to be performed each year or every several years upon the expiration of the existing lease. In order to minimize errors and reduce the required efforts for both the Service Provider and AA, auto-renewing Leases, Lease Addendums, Occupancy Agreements, Participation Agreements, and Voucher Payment Contracts will now be used. Please follow this implementation plan:

New Lease Ups

Effective immediately, all new lease ups including transfers and relocations must utilize an auto-renewing DMHRSP Lease, or PO Lease + DMHRSP Lease Addendum, which will automatically renew for a one year period at a time regardless of the length of the original Lease. Multiple year Leases may still be used but after the initial term, the Lease will automatically annually renew. New lease ups must utilize all the required documents listed in [a](#) & [b](#) above. See [Forms and Documents](#) section.

Expiring Existing Leases

Effective immediately, for all existing Leases that are expiring, the AA must implement a fresh auto-renewing DMHRSP Lease, or PO Lease + DMHRSP Lease Addendum, which will automatically annually renew regardless of the length of the original Lease. Multiple year Leases may still be used but after the initial term, the Lease will automatically annually renew. In addition, all the required documents as listed in [a](#) & [b](#) above must be utilized at the time of lease renewal. See [Forms and Documents](#) section.

Other Existing Leases

Effective immediately, all existing multiple year Leases that will not expire for at least another fifteen (15) months must be mutually terminated and replaced with a fresh auto-renewing DMHRSP Lease, or PO Lease + DMHRSP Lease Addendum, utilizing the same terms (contract rent, remaining period, etc.) as the original Lease, in order to implement the auto-renewal and other new policies. This will allow the Lease to automatically annually renew, regardless of the length of the original Lease period, at the end of the original Lease period. In addition, all the required documents as listed in [a](#) & [b](#) above must be utilized at the same time, written to be effective for the remaining period that the original Lease is effective.

Compliance Deadline

Following the schedules above for each type, all units must be covered by an auto-renewing DMHRSP Lease, or PO Lease + DMHRSP Lease Addendum, or Lease Amendment as well as any new operating documents as listed in [a](#) & [b](#) above within fifteen (15) months from the issuance

of this guidance. Please see the [Forms and Documents](#) section for examples of auto-renewing leases and addendums for auto-renewal.

G. Payment Arrangements

In the past, prior lease agreements have allowed for some flexibility regarding payment arrangements between the AA, Service Provider, Client, and Property Owner. Effective with the new leases, Tenant based and Sponsor based situations must adhere to their respective payment arrangements. Please see 760 CMR 38.07 for more details.

1. Sponsor based

For Sponsor based participation, where the Service Provider is the Tenant and signs the Lease with the Property Owner and the Client signs an Occupancy Agreement with the Service Provider, the Client must pay their Occupancy Charge as calculated per 760 CMR 38.07 (3) and (4) to the Service Provider, who must promptly forward it to the Property Owner per 760 CMR 38.07 (6) and (7). The AA pays the remaining Subsidy Portion to the Property Owner. The Service Provider is responsible for providing the full or missing payment to the Property Owner if the unit is leased but vacant, if the Client fails to pay the Occupancy Charge, or if the Client/Service Provider fails to complete any recertification/reexamination per 760 CMR 38.07 (5)-(7) (also see [Vacancy Payment](#) and [Annual Recertification and Interim Reexamination](#) sections as well as DMH guidelines for more details).

2. Tenant based

For Tenant based participation, where the Client is the Tenant and signs the lease directly with the Property Owner, the Client must pay their Occupancy Charge as calculated per 760 CMR 38.07 (3) and (4) directly to the Property Owner and the AA pays the remaining Subsidy Portion directly to the Property Owner per 760 CMR 38.07 (6) and (7).

3. Compliance Deadline

These changes in payment arrangements are effective with the signing of the newly updated Lease, Addendum, or Amendment (see [Leasing Documents](#) section above and [Forms and Documents](#) section below). AAs and Service Providers will have fifteen (15) months from the issuance of this guidance to ensure that everyone is in compliance.

H. Vacancies, Absences, and Lease Terminations

It is critical that Service Providers promptly notify the AA and DMH Area Housing Coordinator if any of the situations listed below have or will occur. This will help to avoid overpayments and underutilization of housing resources that could benefit other Clients.

1. Vacancies and Absences

a. Sponsor based

Notification

The Service Provider is responsible for notifying within three (3) business days the AA and DMH Area Housing Coordinator as soon as the Service Provider suspects the Client will or has permanently vacated the unit or be absent from the unit for thirty (30) days or more. It is also good practice to notify them

both as soon as the Service Provider becomes aware of an absence of two (2) weeks or more as well as when it is uncertain how long the absence may be.

In addition, it is good practice for the Service Provider to be in communication with the Property Owner during any notable absence of two (2) weeks or more so that the Property Owner is not confused about whether the Client intends to return.

Vacancy Payment

Vacancy payments are available for Sponsor based units for periods covered under the DMHRSP Sponsor based lease between the occupancy of different clients. AAs are permitted to provide up to one (1) additional month of the total contract rent following the month in which the vacancy of a Sponsor based unit occurs, unless the unit is otherwise occupied. The Service Provider must promptly notify the AA of the vacancy and request the vacancy payment in writing. The AA will issue the payment to the Property Owner at the end of the month in which the vacancy occurs. Should the unit become occupied before then, the vacancy payment for the occupied period must be returned by the PO to the AA per the AA's written request. The Service Provider is responsible for paying up to the total contract rent to the PO for any Sponsor based vacancy that occurs at the start of the lease or that extends beyond the allowable vacancy period above.

- For example, for a Sponsor based unit that is leased for 1/1-12/31, a Client vacates the unit on 5/20 and a new Client moves in on 8/1. The SP provides proper notification to the AA of the vacancy for June and July and request for vacancy payment. For May, the exiting client pays their Occupancy Charge and the AA pays the remainder as a rental subsidy both for the entirety of the month at the beginning of the month as usual. The AA pays a Vacancy Payment equal to the total contract rent for June at the end of June to the PO, and then the SP pays the total contract rent for July to the PO. Beginning August, the entering client pays their Occupancy Charge and the AA pays the remainder as a rental subsidy at the beginning of each month as usual.
- For example, for a Sponsor based 2 bedroom unit that is leased for 3/1-2/28, the first Client moves in on 3/3 and the second Client moves in on 4/2. The first Client pays their full Occupancy Charge for March forward. The second Client pays their full Occupancy Charge for April forward. The AA pays the prorated subsidy for only the first Client in March, then the full subsidy for both Clients in April forward. The SP pays the prorated vacancy for March to the PO.

b. Tenant based

Notification

The Client and DMH Case Manager are responsible for notifying within three (3) business days the AA and DMH Area Housing Coordinator as soon as the Client and/or DMH Case Manager suspect the Client will or has permanently vacated the unit or be absent from the unit for thirty (30) days or more consecutively or collectively in a twelve (12) month period. It is also good practice to notify them both as soon as the Client and/or DMH Case Manager becomes aware of an absence of two (2) weeks or more as well as when it is uncertain how long the absence may be.

In addition, it is good practice for the Service Provider or DMH Case Manager to be in communication with the Property Owner during any notable absence of two (2) weeks or more so that the Property Owner is not confused about whether the Client intends to return.

Voucher Suspension

Initiating the Suspension

Tenant based vouchers may be suspended for up to one year (12 months) if:

- The entire Household is unable to occupy the unit for more than thirty (30) days for reasons approved by the AA; and
- The Client is unable to look for housing for a set time period.

Vouchers must be suspended for a specific time period and suspensions cannot be open ended. While a Voucher is suspended, the AA shall not make any payments to any Property Owner or process any new unit requests on behalf of the Client and the suspended voucher cannot be reissued to another Client.

AAs may suspend Tenant based vouchers at the request of the Client/Head of Household and DMH Case Manager/Service Provider, but must provide a copy of written notification of their decision to the DMH Area Housing Coordinator and the DHCD Coordinator. The reasons for the suspension and the anticipated end date must be verified. This end date may be revised, as necessary, so long as the total suspension time does not exceed one year. Possible reasons the AA may suspend a Voucher may include, but are not limited to:

- Hospitalization
- In-patient treatment, including for substance abuse
- Emergency that requires temporary relocation
- Vouchers may not be suspended due to incarceration, although they may be suspended if a Client is arrested but is unable to pay bail, depending on the situation

Tenancy must first be terminated by the Property Owner or Client and the Client must have a Tenant based voucher issued to them before the voucher may be suspended. If the Client/Household does not vacate the unit prior to voucher suspension, the Client may be liable for the entire Contract Rent.

Reactivating following Suspension

A Client with a suspended voucher does not need to undergo eligibility review again prior to being reissued the Voucher. However, the AA must recertify the Household's composition and income prior to reissuing the Voucher. If the Client/Household is over-income when the Voucher is reissued to them, the Voucher shall still be reissued, but the Client/Household will receive a termination notice for being over-income (see 760 CMR 38.05 (2) (a) and (3) and [Termination](#) section). The AA can only review for possible CORI/SORI and other disqualifications if the AA receives notification of a potential disqualifying incident that may have occurred since the initial eligibility determination (see [Tenant based Eligibility, Specified Prior Conduct and CORI/SORI, When, Subsequent Cause](#) section). Any additional Household members require approval. If the AA approves for reactivation, the AA must

reissue the Voucher according to Tenant based issuance procedures (see [Issuance, Tenant based, Voucher Reissuance](#) section).

If the Tenant based Voucher cannot be reactivated before the end of the permissible suspension, the AA must terminate the Client from the Tenant based program (see [Termination](#) section). DMH/DMH Case Manager/Service Provider is welcome to refer the Client for either the Tenant based or Sponsor based program again in the future, but the AA would need to complete a fresh eligibility review.

Examples

- The Client, the only member of her Household, is in an accident on 6/14 and the doctors expect her to spend seven (7) months in the hospital and a rehabilitation clinic before she can return home. On 6/20 the AA approves the Client's request to terminate her Lease for cause and she gives her Property Owner notice. The AA does not make any payment to the Property Owner for July. The AA suspends the Client's Voucher for seven (7) months. Six and a half (6.5) months later, the Client lets the AA know that she is well enough to begin looking for housing. The AA recertifies the Client's household composition and income, and then reissues the Tenant based Voucher to the Client.
- The Client would like to travel out of country with his entire Household for twelve (12) weeks to celebrate various events and holidays with his extended family that live abroad. The AA denies his request to suspend his Voucher because the planned trip is not due to an emergency. If he takes the trip as planned with his family, even if he continues to pay his Occupancy Charge, the AA shall terminate his Tenant based Voucher for abandoning his unit.

2. Lease Terminations

Notification

For Sponsor based units, Service Providers are responsible for notifying the AA and DMH Area Housing Coordinator within three (3) business days when a Property Owner or the Service Provider decides to terminate the lease, not extend the lease, or has moved for eviction. For Tenant based units, Clients and/or DMH Case Managers are responsible for the same.

Occupancy Payment

Occupancy payments are available for approved Sponsor based and Tenant based units where an eligible Client resides. In situations where the lease has been terminated or there has been a notice to quit but an eligible Client continues to reside in the unit beyond the final termination date (for example, still in housing search to relocate or currently hospitalized and unable to relocate), the Client must continue to pay their Occupancy Charge and the AA must continue to pay the remainder as rental subsidy at the end of each month as long as the unit remains occupied and both the unit and the Client remain eligible.

For example, a PO provides a proper notice to quit (eviction) for 3/31 to the Tenant based Client. The AA has also provided proper notice of this Client's termination from the DMHRSP program effective 5/30. The Client continues to reside in the unit through 7/15. The AA may pay for the rental subsidy portion directly to the PO as an Occupancy Payment at the end of each month through May (March at

the end of March, April at the end of April, May at the end of May). The Client is responsible for the entirety of the contract rent for June and July.

I. Rent Increase Policy

1. Rent Increase Standards

1. This DMHRSP Rent Increase Policy applies to the entire program. Variations in the procedures based on whether the lease is Sponsor or Tenant based and whether it is multi-year, non-renewing, or auto-renewing are outlined below.
2. Rent Increases for units leased under the DMHRSP program are not automatic. All rent increase requests must be requested by the Property Owner, within parameters established by the Department of Housing and Community Development (DHCD) and will be reviewed on a case-by-case basis by the Administering Authority (AA). Rent increases can only be implemented after the AA issues an approval letter.
3. Rent increases may only take effect on the lease renewal date (for either a non-renewing or auto-renewing lease) or the lease anniversary date (for a multi-year lease).
4. Submission Criteria - A rent increase can be submitted by the Property Owner when **All of the below criteria** are met:
 - a. A rent increase has not been implemented within the last twelve (12) months; and
 - b. The rent increase is effective for the lease renewal date, or the anniversary date for a multi-year lease. Rent increases will only be considered for the renewal date, regardless of whether it is non-renewing or auto-renewing, and only for the anniversary date for a multi-year lease; and
 - c. The Property Owner provides proper written notice of two (2) full calendar months prior to the lease renewal date or the anniversary date as applicable. For example, the owner must submit the request by the end of August for a November renewal. The written notice must be sent to the Service Provider for Sponsor based leases and to the Client for Tenant based leases; and
 - d. The Property Owner requests for rent increases are unsolicited; and
 - e. The amount requested is expected to comply with the maximum allowable rent increase criteria as listed below
5. Maximum Allowable Rent Increase - In addition to the submission criteria as listed above, rent increases are **restricted to All three** of the following criteria (subject to [Reasonable Accommodations](#) section):
 - a. The requested rent must be reasonable as determined by the AA's market analysis per *Section VII. A. 3. a. i. of the [New Unit Approval, AA Review and Response](#)* section,
 - b. The requested rent cannot be more than a 5.0% increase of the current rent; and

- c. The requested rent cannot exceed 110.0% of the current or upcoming applicable Fair Market Rent (FMR) schedule minus an allowance for tenant paid utilities, as determined by *Section VII. A. 3. a. ii. of the [New Unit Approval, AA Review and Response](#)* section, with the addition of:
 - i. Group Living Environment (GLE) properties in the portfolio with existing rents calculated in the manner outlined in *Section VII. A. 3. a. ii. A. 4. of the [New Unit Approval, AA Review and Response](#)* section will be grandfathered; the current rent may be maintained, but may not increase unless and until the rent increase meets all of the Rent Increase Standards. The AA should contact the DHCD Coordinator for assistance in determining whether a unit qualifies as a SRO or multi bedroom unit, and whether additional leasing documents are required (see below [Rent Increase Procedures](#) *Section 3. c. vi.*).
 - ii. If the current rent is already at or above 110.0% of the applicable FMR minus the applicable utility allowance, no rent increase is allowed. However, the current rent does not need to be reduced.
- 6. Approved rent increases will be effective on the lease renewal date or the anniversary date, as applicable. Upon approval, the AA, Sponsor/Service Provider or Tenant/Client, and Property Owner will need to execute either a new updated Lease or Lease Amendment (see below [Rent Increase Procedures](#) *Section 3. c. vi.*).

2. Rent Increase Procedures

1. Property Owner's Request Submission

- a. The Property Owner must send a standard notification letter of a rent increase directly to the tenant on lease
 - i. The notification letter must include the unit address, current rent amount, new rent amount, effective date, and reasons for the increase, and be dated for the date mailed/delivered to the tenant
- b. For Sponsor based leases where the Service Provider is the tenant on the lease, the Property Owner must submit the notification letter to the Service Provider with a copy to the AA
- c. For Tenant based leases where the Client is the tenant on the lease, the Property Owner must submit the notification letter to the Client with a copy to the AA. A copy to the Service Provider/DMH Case manager may also be helpful to facilitate the request.
- d. In addition, the request should meet [Rent Increase Standards](#) *Sections 3, 4, and 5b* above in order to submit

2. Service Provider and Client's Responsibility

- a. When a Service Provider/DMH Case Manager receives the notification letter, they must submit it to the AA within three (3) business days

- b. When a Client receives the notification letter, they must contact the AA or Service Provider/DMH Case Manager within three (3) business days and may be asked to immediately forward it to the AA for review

3. AA's Review and Response

- a. AA must confirm that the Property Owner's notification letter was properly sent
 - i. If the notification letter was sent by the Property Owner to the tenant on the lease (either addressed directly to or copied), except that the AA did not receive a copy, the AA should honor the date of the notification letter and simply obtain a copy to proceed. (Please remind the Property Owner of the correct procedure).
 - ii. If the Property Owner sent the notification letter directly to the AA without notifying the tenant on the lease (either addressed directly to or copied), the notification letter cannot be honored. The Property Owner may send a new notification letter directly to the tenant on lease with copy to the AA with a new notification date and effective date and those dates must meet the criteria [Rent Increase Standards Sections 3 and 4](#) above. Any improper notices where either the tenant on lease did not receive notice, or the notice was improperly backdated will be denied. The AA should follow denial procedures below.
- b. The AA must complete the Rent Increase Review Form (see [Operating Documents](#) and [Forms and Documents](#) sections, which will evaluate whether the request meets All of the submission criteria ([Rent Increase Standards Sections 3 and 4](#) above) and the maximum rent increase criteria ([Rent Increase Standards Section 5](#) above)
 - i. See [Rent Increase Standards Section 5](#) above regarding how to calculate the maximum allowable rent increase
 - ii. Note that the utility allowance is only used to calculate the maximum potential rent limits. Utility allowances are Not used when calculating client occupancy charge
 - iii. The AA is expected to fully complete the request (review, decision, notification) within 30days as the AA must provide at least 30days notice to the PO and Tenant (and copy to the Service Provider) in accordance with the lease
- c. Approvals - If the request meets **All** of the submission criteria ([Rent Increase Standards Sections 3 and 4](#) above) and the maximum rent increase criteria ([Rent Increase Standards Section 5](#) above), then the AA shall send the approval documents
 - i. Approval Documents include the AA's Notification Letter of the approval and either the new updated Auto-Renewing Lease or the updated Lease Amendment (see [Operating Documents](#) and [Forms and Documents](#) sections). The AA must provide at least 30days notice to the Property Owner and Tenant on the lease (and copy to Service Provider) in accordance with the lease.
 - ii. For Auto-Renewing and Multi-year leases that are still in effect, the AA should provide the updated Lease Amendment (see [Operating Documents](#) and [Forms and](#)

[Documents](#) sections) with the rent increase effective on the renewal date or the anniversary date respectively

- iii. For Non-Renewing leases that are expiring, the AA should replace them with the updated Auto-Renewing lease (see [Operating Documents](#) and [Forms and Documents](#) sections) that continues the same renewal and expiration dates and includes the rent increase effective for the start of the new lease/renewal date
 - iv. For Sponsor based leases where the Service Provider is the tenant on lease, the AA will send the approval documents to the Service Provider. The Service Provider will sign the Lease/Amendment, obtain the Property Owner's signature, and then return it to the AA in order to finalize the approval and release payments. The Lease/Amendment must be returned to the AA no later than 60days or in time to access the appropriate fiscal year's funds, whichever is sooner.
 - v. For Tenant based leases where the Client is the tenant on lease, the AA will send the approval documents to the Property Owner. The Property Owner will sign the Lease/Amendment, obtain the Client's signature, and then return it to the AA in order to finalize the approval and release payments. The AA must also notify the Service Provider, as the Service Provider may assist with this process as appropriate. The Lease/Amendment must be returned to the AA no later than 60days or in time to access the appropriate fiscal year's funds, whichever is sooner.
 - vi. For special situations where units in group living environments were grouped together under a single lease (see [Rent Increase Standards Section 5. c. i.](#)), the AA will need to split the original lease into separate leases/amendments for each individual unit. The AA should contact the DHCD Coordinator for assistance in determining whether a unit qualifies as a SRO or multi bedroom unit, and whether additional leasing documents are required.
 - vii. A copy of the approval documents must also be sent to the Tenant, the Service Provider, the DMH Area Housing Coordinator, and the DHCD Coordinator (preferably via email).
 - viii. A copy of all relevant materials during this process must be kept for the record
- d. **Denials** – If the request does **Not** meet **All** of the submission criteria (Rent Increase Standards #3 & #4 above) and the maximum rent increase criteria (Rent Increase Standards #5 above), then the AA may deny the request
- i. If the reason for the denial is that it does not meet the submission criteria ([Rent Increase Standards Sections 3 and 4](#) above) and if there is still time for a sufficient notice for the renewal date, then at the AA's discretion, instead of an immediate denial, the AA may offer an acceptable alternative effective date that meets those criteria directly to the Property Owner
 - 1. For example, if the Property Owner sent notice to the Tenant on 9/15 for a rent increase effective 12/1, but the renewal date is not until 1/1, the AA may offer to approve the rent increase for 1/1

2. The AA must also notify the Service Provider at the same time, as the Service Provider may assist with discussions with the Property Owner at the AA and Service Provider's discretion
 3. The Property Owner must be notified that they have five (5) business days to respond before an automatic denial is sent
 4. Be sure to record any alternative offer and response on the Rent Increase Review Form. If the Property Owner accepts the alternative offer, the AA shall follow approval procedures above. If the Property Owner declines, the AA shall follow denial procedures below.
- ii. If the reason for the denial is that it does not meet the maximum rent increase criteria in [Rent Increase Standards Section 5](#) above), then at the AA's discretion, instead of an immediate denial, the AA may offer a lower rent increase that meets those criteria directly to the Property Owner
1. The AA must also notify the Service Provider at the same time, as the Service Provider may assist with discussions with the Property Owner at the AA and Service Provider's discretion.
 2. The Property Owner must be notified that they have five (5) business days to respond before an automatic denial is sent.
 3. Be sure to record any alternative offer and response on the Rent Increase Review Form. If the Property Owner accepts the alternative offer, the AA shall follow approval procedures above. If the Property Owner declines, the AA shall follow denial procedures below.
- iii. If an alternative offer is not applicable or is declined, the denial document is simply the AA's own Notification Letter of the denial, which must include the general reason(s) for denial, to the Property Owner. A copy must be sent to the Tenant and the Service Provider. You do Not need to send anything to DMH or DHCD. Unless the timing of the request prevents it, the AA must provide at least thirty (30) days notice to the Property Owner and Tenant (and copy to Service Provider).
- iv. A copy of all relevant materials during this process must be kept for the record.

VIII. ANNUAL RECERTIFICATION & INTERIM REEXAMINATION

This section is further clarification of CMR 760 38.07 (4) and (5).

A. Documents

The AA creates and provides a uniform packet of annual recertification/interim reexamination paperwork to the Service Provider for Sponsor based Clients and to the Client with a copy to the DMH Case Manager for Tenant based Clients. The recertification/reexamination includes verifying income and household composition and renewing documents. AAs must minimize the paperwork included to

only what is necessary to administer the program and report required information to DHCD (See [General Eligibility, Other Documents](#) and [Monitoring and Reporting](#) sections). Please remember that Sponsor based recertifications/reexaminations should not include any CORI/SORI questions (for convenience, AA's may use a standard form for both Sponsor based and Tenant based recertifications/reexaminations if they include a note indicating that Sponsor based Clients are exempt from CORI/SORI questions). The recertification/reexamination notice must be clear regarding what income and other verifications are needed (see the [Income Eligibility](#) section), the due date, and the possible consequences of late response or failure to complete.

B. Sponsor Based

For Sponsor based participation, where the Service Provider is the tenant on lease, the Service Provider is responsible for completing the annual recertification and any interim reexamination with each client and submitting to the AA in a timely manner. See 760 CMR 38.07 (4) and (5).

1. Annual Recertification

Per 760 CMR 38.05 (2) (b) and 38.07 (4) (a), a recertification must be completed at least once every twelve (12) months. The AA must notify the Service Provider at least 2-3 months in advance of the recertification date and allow the Service Provider at least three (3) weeks to complete and return the necessary materials. The AA must complete the data entry and provide notice to the Property Owner, Client, and Service Provider of the new Occupancy Charge amount at least one (1) month in advance of the recertification date.

- For example, the AA provides the recertification paperwork on 1/1, the SP returns it with all necessary documentation/verifications by due date 2/1, the AA completes the entry and sends notice to Client, PO, and SP by 3/1 for recertification effective 4/1.

Per 760 CMR 38.07 (5), failure of the Service Provider to complete the Sponsor based recertification prior to the recertification date will result in the AA withholding all payments effective as of the recertification date until the recertification is completed. In addition, per 760 CMR 38.05 (2) (b), the Sponsor based Client's continued eligibility is becomes unconfirmed.

Continued failure of the Service Provider to complete the Sponsor based recertification following several requests by the AA will result in the termination of the Sponsor based Voucher held by the Service Provider at the unit associated with that Client. The AA must send a copy of at least the final warning letter to the DMH Area Housing Coordinator prior to proceeding with termination. If still incomplete by the due date on the final warning letter, the AA must proceed with termination of the Service Provider from the Sponsor based Voucher for that unit (remove unit from the Voucher Addendum – See [Operating Documents, Vouchers](#) and [Forms and Documents](#) sections) and the Service Provider is then entirely responsible for the unit and the Client. Also see [Terminations](#) and [Reasonable Accommodations](#) sections below.

2. Interim Reexamination

A Sponsor based interim reexamination is required at relocation as well as with household changes and income changes outlined in 760 CMR 38.07 (4) (b) and (c). Follow the procedures listed under [Annual Recertification](#) section above. For relocations, the AA cannot release any payment until this process is completed per [New Unit Approval](#) Section VII. A. 3. d. i. and failure to complete in a timely manner may

result in termination. For income changes, following the above and 760 CMR 38.07 (4) (b) and (c), the AA can retroactively adjust payments as appropriate when the reexamination is completed timely, but failure to complete in a timely manner following several requests by the AA will result in the suspension of payments and possibly termination per the above procedure.

C. Tenant Based

For Tenant based participation, where the Client is the tenant on lease, the Client with assistance from the DMH Case Manager is responsible for completing the annual recertification and any interim reexamination and submitting to the AA in a timely manner. The AA must copy the DMH Case Manager on all requests and notices to the Client. The DMH Case Manager will assist the Client with this process as appropriate. See 760 CMR 38.07 (4) (a).

1. Annual Recertification

Per 760 CMR 38.05 (2) (b) and 38.07 (4) (a), a recertification must be completed at least once every twelve (12) months. The AA must notify the Client and DMH Case Manager at least 2-3 months in advance of the recertification date and allow the Client and DMH Case Manager at least three (3) weeks to complete and return the necessary materials. The AA must complete the data entry and provide notice to the Property Owner, Client, and DMH Case Manager of the new Occupancy Charge amount at least one (1) month in advance of the recertification date.

- For example, the AA provides the recertification paperwork on 1/1, the Client returns it with all necessary documentation/verifications by due date 2/1, the AA completes the entry and sends notice to Client, PO, and CM by 3/1 for recertification effective 4/1.

Per 760 CMR 38.05 (2) (b), failure of the Client and DMH Case Manager to complete the Tenant based recertification prior to the recertification date will result in the AA holding all payments effective as of the recertification date until the recertification is completed.

Continued failure of the Client and DMH Case Manager to complete the Tenant based recertification following several requests by the AA (with copy to the DMH Case Manager) will result in the termination of the Tenant based voucher held by the Client. The AA must provide a clear written final warning letter with clear reason and due date to both the Client and DMH Case Manager prior to proceeding with termination. If still incomplete by the due date on the final warning letter, the AA must proceed with termination and the Client will be entirely responsible for the full contract rent from the recertification date forward. See [Terminations](#) and [Reasonable Accommodations](#) sections below.

2. Interim Reexamination

A Tenant based interim reexamination is required at relocation as well as with household changes and income changes outlined in 760 CMR 38.07 (4) (b) and (c). Follow the procedures listed under [Sponsor based Interim Reexamination](#) section above.

IX. TERMINATIONS

A. Causes for Termination

A Client will remain eligible until the circumstances outlined in 760 CMR 38.05 (2) occur. Depending on whether Sponsor based or Tenant based, potential reasons for termination may include, but are not limited to:

- Income – Exceeding income limit, Failure to report income
- New Subsidy – Withdrawing from DMHRSP in order to utilize a different subsidy program
- Lease, Occupancy Agreement, or Participation Agreement Violations – Eviction with cause, nonpayment of rent, noncompliance with program participation, failure to permit inspection, etc.
- For Tenant based Clients, other conduct issues that occur after initial eligibility determination or that were not available at initial eligibility review – subsequent CORI/SORI violations, discovery of intentionally falsified or misrepresented information submitted as part of Client's application or participation, subsequent abusive or threatening behavior towards AA, DMH, or Service Provider employee, etc. (see [Tenant based Eligibility, Specified Prior Conduct and CORI/SORI, When, Subsequent Cause](#) section).
- Failure to recertify
- Voluntary Withdrawal from Program

Also refer to the Lease, Occupancy Agreement (DMH), Participation Agreement (DMH), and DMH guidelines for further details on what constitutes reasonable cause (see [Operating Documents](#) and [Forms and Documents](#) sections). Remember that mitigating circumstances, reasonable accommodations, repayment agreements, and conditional reinstatements must also be considered where reasonable and appropriate (see [Reasonable Accommodations](#) section).

B. Termination Procedures

1. Notice and Procedure

As outlined in 760 CMR 38.05 (3), each AA shall provide its own formal termination notices and procedures. Service Providers and DMH Case Management must also provide their own formal termination notices and procedures. Any such termination procedure must include warning letters, proper written notice to all applicable parties, notice of the opportunity to request a reasonable accommodation, and the opportunity for grievance/appeal. Termination by AAs shall follow the procedures and grievance/appeal procedures outlined in 760 CMR 6.00 and in the Termination Procedures section. Termination by Service Providers and DMH shall follow DMH procedures as detailed in DMH Guidelines and when applicable, regulation 104 CMR 29.16. Any existing AA termination notices and procedures must comply with the requirements outlined herein or be amended to do so. Termination notices and procedures are subject to DHCD approval.

2. Initiating Termination

Program Ineligibility

If at any time the AA determines that an active Client is no longer eligible based on an applicable criteria outlined in 760 CMR 38.05 (2) with the exception of service related criteria, it may initiate the termination of both Sponsor based and Tenant based Clients (ex. exceeding the income limit, utilizing another subsidy program). See below.

Sponsor Based

In DMHRSP, the Sponsor based voucher is held by the Service Provider and the Service Provider in consultation with DMH selects the eligible Client to reside in the units. Sponsor based termination is the termination of the voucher provided to the Service Provider, for reasons such as for failure to complete a sponsor based recertification, and can be completed by the AA with notice to the DMH Area Housing Coordinator. Please see [Sponsor based Recertifications](#) section.

Sponsor based termination also can refer to the termination of the residency and the housing component of the services of a Sponsor based Client. For Sponsor based Clients, per 760 CMR 38.06 (1), the Service Provider must promptly notify the AA any time a Client is no longer eligible for the program and/or the Client's residence and the housing component of their services has been ended by the Service Provider. Per 760 CMR 38.07 (3) (a) and (c), if the reason for termination is income or general program ineligibility as determined by the AA, the AA must notify the service provider and follow the AA's standard termination procedure of the Client for ineligibility. The AA must send a copy to the Service Provider and the Service Provider must follow the DMH procedures regarding termination as set forth in the DMH Guidelines. Per 760 CMR 38.07 (3) (b), for any other service related reasons, such as tenancy violations and program noncompliance that are outlined in the Occupancy Agreement, the Service Provider must terminate the Client following the Community Residency Tenancy Law M.G.L c.186, §17A and the procedures set forth in the DMH Guidelines. The Service Provider must provide written notification of a termination to the AA and DMH Area Housing Coordinator with sufficient notice so that AA may appropriately end payments (but will Not proceed with formal termination).

Tenant Based

For Tenant based Clients, per 760 CMR 38.06 (2), the DMH Case Manager must promptly notify the AA any time a Client is no longer eligible for the program and the AA must initiate the termination process according to each AA's standard procedure. Per 760 CMR 38.07 (3) (a) and (c), if the reason for termination is income or general program ineligibility as determined by the AA, the AA may complete the termination per their standard procedure. Per 760 CMR 38.07 (3) (b), for termination for reasons other than due to general program ineligibility, such as tenancy violations that are outlined in the lease or program noncompliance that is outlined in the Voucher and Program Participation Agreement, the DMH Case Manager must complete termination in accordance with DMH Guidelines and regulations. The Case Manager must provide written notification to the AA and DMH Area Housing Coordinator prior to the AA beginning the DMHRSP termination process. The AA will then send a formal notice of termination from the DMHRSP program including language stating:

“We have been notified by [DMH Case Manager/Service Provider] that the Department of Mental Health has terminated the housing component of your service plan with you. DMH

services in a housing component are a requirement of the DMHRSP program per 760 CMR 38.05 (1) (b) and (2) (d), therefore, we must terminate your voucher and participation from the DMHRSP program. To appeal DMH's decision to terminate their housing component of services with you, please contact the applicable DMH Area Director pursuant 104 CMR 29.16 by contacting [DMH Case Manager/Service Provider] or visiting <https://www.mass.gov/guides/find-which-dmh-office-covers-your-city-or-town>."

Also see [Tenant based to Sponsor based Termination](#) section below for additional options.

3. Appeals

Where to Appeal

Terminations by DMH or its service providers for Tenant based are appealable. Per 760 CMR 38.07 (3) (b), appeals may be directed to DMH to the applicable DMH Area Director for resolution pursuant 104 CMR 29.16. DMH must notify the AA within three (3) business days of their receipt of the appeal received as well as upon making a final decision, within three (3) business days. See [Initiating Termination](#) section above for more details and [Appeals to DMH](#) section below for process.

Per 760 CMR 38.07 (3) (a) and (c), only terminations originating with the AA due to income or general program ineligibility as determined by the AA can be appealed to the AA and subsequently to DHCD (see [Appeals to AA/DHCD](#) section below for process).

Once the appeal is submitted, the appeal/grievance procedures of the applicable agency (DMH or AA) will apply.

Reactivating Payments and Voucher During Appeal

When an appropriate appeal is received by the AA, either directly to the AA or through notification from DMH/SP of an appeal to DMH, the AA must continue to make payments while the appeal is pending (if it would be normally appropriate if not for the termination) and consider that voucher active until a final determination is made. The voucher cannot be reissued or reallocated until the termination is fully confirmed.

A. Appeals to DMH

Per 760 CMR 38.07 (3) (b), DMH regulation 104 CMR 29.16 applies to all DMH appeals.

When the participant has exhausted all levels of the DMH appeal process, the SP/CM/DMH must notify the AA that the termination has been upheld. The AA must then notify the Client that the AA is mandated to terminate the DMHRSP rental subsidy/voucher effective thirty (30) days from the date of notification and the rental subsidy will stop at that time.

B. Appeals to AA/DHCD

1. Submitting an Appeal

All appeals related to DMHRSP termination must be initiated by the Client in writing and be mailed or delivered to the AA or DMH, whichever appropriate per [Where to Appeal](#), at its main office (or elsewhere, if so specified) within fourteen (14) calendar days after the date of the termination notice.

From this point forward in the appeal process, appeals to DMH will follow DMH's policy and procedures. Appeals to AA will continue as below.

The AA shall have discretion to permit an appeal to be initiated late. The AA shall permit additional time for initiation of an appeal if the AA finds that there was a good reason for late initiation of the appeal (such as a [Reasonable Accommodation](#)) and that the late initiation would not cause prejudice to the AA. All appeals must be initiated within six (6) months of the date of the Termination Notice or the date on which the Client first became aware or should have become aware of the subject matter of the appeal.

2. Hearing Date and Notice of Hearing

Two or more AAs may share staffing responsibilities to conduct appeal hearings.

An appeal hearing regarding whether good cause exists for terminating a Voucher shall be scheduled within twenty-one (21) days or as soon as reasonably practical after the date on which the AA receives the appeal.

The AA shall give reasonable advance written notice (at least seven (7) calendar days) of the time and place of the hearing to the Client, Service Provider/DMH Case Manager, and the Client's representative (if any). The AA, the Hearing Panel, or the Hearing Officer may reschedule a hearing by agreement or upon a showing by the Client or AA that rescheduling is reasonably necessary.

If a Client fails to appear at an appeal hearing without prior notice unless due to an emergency, the AA may give the Client one more opportunity to attend an appeal hearing. If the Client fails to attend two appeal hearings, the appeal shall be dismissed and the AA's initial decision shall be final.

3. Pre-Hearing Examination of Relevant Documents

Prior to an appeal hearing the AA shall give the Client or their representative a reasonable opportunity to examine AA documents which are directly relevant to the appeal. Following a timely request, the AA shall provide copies of such documents to Client.

4. Persons Entitled to be Present

At the hearing the AA and the Client may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or they shall be excluded. Service Provider/DMH Case Manager may also be present and may be asked to provide information or documents pertinent to the appeal.

The following is DHCD's policy:

- All appeal hearings shall be private unless the Client requests that it be open to the public.
- If the Client requests an open hearing, the hearing shall be open to the public unless the Hearing Panel or the Hearing Officer otherwise orders.
- The AA and the Client shall be entitled to specify a reasonable number of persons who may be present at a private hearing.
- A challenge to the presence of any such person shall be decided by the Hearing Panel or the Hearing Officer.

5. Procedure at Grievance Hearings

A Hearing Panel or the Hearing Officer shall conduct the appeal hearing in a fair manner without undue delay. The Hearing Panel or the Hearing Officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the Client and the AA shall be entitled to question each other's witnesses.

Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The members of the Hearing Panel or the Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and AA rules and policies. The panel members or the Hearing Officer may request the AA or the Client to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

6. Written Decision and Effect of Decision

Within fourteen (14) calendar days following the hearing or as soon thereafter as reasonably possible the Hearing Panel or the Hearing Officer shall provide the AA with a written decision on the appeal, describing the factual situation and ordering whatever relief, if any that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based only on the evidence presented at the appeal hearing and such additional information as may have been requested by the panel members or the Hearing Officer. The AA shall forthwith mail or otherwise deliver a copy of the decision to the Client and/or their representative. The copy of the decision shall also include information on how the Client may request a review by the AA's board or other equivalent body and a timeframe for doing so. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the AA and shall be open to public inspection.

7. Review by the AA's Board or Other Equivalent Body

The Client or the AA may request review of the decision by the AA's Board or other equivalent body, as designated by the AA. It is DHCD's policy that the AA require that the request be made in writing within fourteen (14) calendar days of the date the decision was mailed or otherwise delivered to the Client.

The AA's Board may review the decision, or the AA may appoint another equivalent body, subject to approval by DHCD. It is DHCD's policy that the body that reviews the decision shall:

Have extensive knowledge of DMHRSP, the DMHRSP Budget Line Item language and regulations, and all DHCD guidance regarding DMHRSP;

- Have extensive knowledge of related laws, regulations, and AA policies and procedures;
- Not consist, entirely or in part, of the Hearing Panel or Hearing Officer that issued the decision;
- Not have a vested interest, financial or otherwise, in the decision or the subject matter; and
- Maintain confidentiality surrounding the Client and all personal information.
- The other equivalent body does not need to be an AA employee or Board.
- Two or more AAs may share responsibilities for reviewing decisions.
- An equivalent body may be, but is not limited to, an appointed review board or the Executive Director of the AA.

The other equivalent body does not need to be an AA employee or Board. Two or more AAs may share responsibilities for reviewing decisions.

The Board or other equivalent body shall promptly decide whether to uphold, set aside or modify the decision after permitting the AA and Client to make oral presentations and submit documentation. The Board or other equivalent body may also permit the Hearing Officer or Hearing Panel to make a presentation. The decision of the Board or other equivalent body shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board or other equivalent body, when rendered, shall specify a reason showing that there has been no undue delay.

8. Review by DHCD—AA Terminations Only

Per 760 CMR 38.07 (3) and [Where to Appeal](#) section above, only terminations originating with the AA due to income or general program ineligibility as determined by the AA and have completed the above process can subsequently appeal to DHCD. **DHCD only reviews appeals filed regarding termination of DMHRSP assistance. If the Service Provider/DMH Case Management terminates a Client from the DMHRSP program for any reason, that termination shall not be reviewable by the AA or DHCD and must be submitted to DMH.** DHCD does not review any other types of appeals or grievances.

In the event that the AA's Board or other equivalent body shall make a material change in a decision of the Hearing Panel or Hearing Officer, upon written request of the AA or Client made within fourteen (14) days of mailing or other delivery of the decision, DHCD shall review the decision of the Board or other equivalent body. DHCD may request written documentation from the parties. DHCD will review all submitted materials and will render a written decision after consideration of the facts presented upholding, setting aside or modifying the decision of the Board or other equivalent body.

9. Effect of a Decision on an Appeal

The last rendered decision on an appeal shall be binding between the AA and the Client with respect to the particular circumstances involved in the Client, provided that a Client must exhaust all administrative remedies prior to seeking review in court. If a Client does not timely pursue the appropriate administrative remedy in accordance with the appeal process and timeframes specified above, that level of review shall be deemed waived.

If a court has jurisdiction to determine a matter which has been subject to decision on an appeal, the court's determination on the matter shall supersede the decision on the appeal. As between the AA and any person who was not a Client, the decision on an appeal shall have no binding effect.

C. Tenant based to Sponsor based Termination

If the reason for termination makes the Client ineligible for Tenant based participation but does not disqualify the Client for Sponsor based participation, then at the DMH Case Manager and DMH Area Housing Coordinator's discretion, the DMH Case Manager can submit a written request with supportive documentation to the DMH Area Housing Coordinator, with a copy to the AA, to transfer the Client from Tenant based participation to Sponsor based participation. See DMH guidelines for details.

If approved, the DMH Area Housing Coordinator will notify the AA and the DHCD Coordinator. The AA and Service Provider must then complete the Sponsor based participation procedures, including new

leasing documents and payment arrangements (See [Sponsor Based Eligibility](#) and [New Unit Approval](#) sections).

- For example, a Client had been in good standing for the last year, but their mental health disability had recently worsened, causing them to damage the unit and threaten the Property Owner and neighbors. The AA was unaware of the mitigating circumstances, had provided all the necessary warnings and followed proper procedures for termination. The DMH Case Manager became aware of the full situation only after termination was initiated by the AA. The DMH Case Manager has subsequently assisted the Client with receiving additional assistance in the treatment of the disability so that they do not expect a reoccurrence of this behavior. However, the Property Owner had already successfully evicted the Client and that eviction is now on record, so that it is very difficult for the Client to secure another unit for Tenant based housing. In this case, at the AA's discretion and with proper documentation provided by the DMH Case Manager and Client, the AA could withdraw the termination and allow the Client to remain in the Tenant based program. However, since it may now be very difficult to secure a new Tenant based unit, DMH may alternatively approve for the Client's voucher to be transferred from Tenant based to Sponsor based, so that a Service Provider may sponsor them to secure a unit as well as provide increased supportive services.

D. Reasonable Accommodations in Terminations

See [Reasonable Accommodations](#) section below for further information including procedures. Some termination specific examples of reasonable accommodations are:

- For example, a client who is being evicted due to repeated nonpayment or late payment of rent directly caused by a disability may request to avoid termination and set up a representative payee or prescheduled automatic bank payments.
- For example, a Client who has suffered from substance abuse in the past and recently had limited abuse of an illegal controlled substance might demonstrate their intent by participation in an associated support or rehabilitation program.
- For example, a Client who has recently caused a disturbance at the AA but otherwise has not committed any abusive and threatening behavior towards any employee of the AA or Service Provider in the past might provide supportive documentation that a mental health or other disability directly lead to that behavior and is now being treated so that reoccurrence is unlikely.
- For example, a Client who is terminated for not permitting the required inspection of their unit or of repeatedly failing inspections might provide supportive documentation to show that this is a result of a hoarding or other disability and request a reasonable accommodation to avoid termination, have temporarily modified inspection criteria with a plan to return to full compliance of a normal inspection, and set up regular and ongoing support and inspections of a hoarding team.

X. REASONABLE ACCOMMODATIONS

A. Purpose

A person with a disability may require special accommodations in order to have equal access to the DMHRSP program. Reasonable accommodations are available to any Clients and household members with a disability. The types of reasonable accommodations the AA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service. Requests for accommodations will be considered reasonable if they do not create an undue financial and administrative burden for the AA, or result in a fundamental alteration in the nature of the program or service offered.

B. Confidentiality

As always, medical and disability information must be treated with the upmost confidentiality. The AA must request only information that is necessary to evaluate the disability related need for the accommodation. The AA will not inquire about the nature or extent of any disability. Any sensitive information or documentation that the AA receives that is deemed unnecessary for this purpose will be immediately and confidentially returned or disposed of. The AA may accept sensitive documentation that is appropriately redacted to remove any unnecessary information for the purpose of reviewing the request.

C. Submitting a Request

As with any program, reasonable accommodation requests are always available for consideration for any component of the DMHRSP program at any time. For example, reasonable accommodations may be available for, but not limited to, the eligibility, occupancy, and termination process (please see each section for examples).

A Client/household member with a disability must first ask for a specific change to a policy or procedure as an accommodation of their disability before the AA will treat a Client/household member differently than anyone else. The Client/household member must explain what type of accommodation is needed to provide the Client/household member with the disability full access to the AA's programs and services.

The Client/household member, or the DMH Case Manager/Service Provider at the Client/household member's request, may submit a written or verbal request for a specific accommodation along with any necessary supportive documentation to the AA. No party may submit a request on behalf of a Client/household member without the Client/household member's explicit consent, so consent should be documented in the request. If a Client/household member indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, this should be treated as a request for a reasonable accommodation, even if no formal request is made.

D. Criteria

1. What to Include

A reasonable accommodation request may include a formal or informal written or verbal request from the Client/household member, or another representative with the Client/household member's explicit consent.

If the need for the accommodation is not readily apparent or already known to the AA, the AA may ask the Client/household member to provide supportive documentation from an appropriate healthcare provider who is competent regarding the Client/household member's disability for which the Client/household member needs that particular accommodation.

The request and supportive documentation must:

1. If another party is making the request, explicitly confirm Client/household member's consent
2. Clearly outline a specific change to a policy or process as an accommodation of their disability
3. Confirm the disability for which the provider is treating (but does not need to define or provide specific details of the disability except as directly related to the accommodation requested. To preserve the Client/household member's privacy, please only provide the minimal details needed)
4. Explain the relationship between the disability and the need for the specific accommodation requested. There must be an identifiable and direct relationship, or nexus, between the requested accommodation and the individual's disability.

Please note that if the disability and the subsequent need for accommodation has already been provided, is already known, or is readily apparent (ex. when the AA can easily determine that a Client/household member is vision impaired or uses mobility devices), additional supportive documentation from a healthcare provider may not be needed. In addition, the AA may use its discretion in determining that a new request, whether formal or informal, is similarly apparent based on a previously approved request, and therefore not require a new request or additional supportive documentation. Once a reasonable accommodation request has been approved, it remains valid and in place and the AA should not ask for the Client/household member to reconfirm or revalidate it at any time.

2. Appropriate Examples

- For example, an orthopedic surgeon who is treating the Client for a permanent physical disability may indicate the Client's need for an accessible unit (elevator, stair lift/ramp, bath bars, etc.) based on the limited mobility caused by said disability. As availability of accessible units is typically limited, a reasonable accommodation may be requested to review the contract rent and rent reasonableness with consideration of this. (This may not require an additional healthcare provider's supportive documentation if it is readily apparent).
- For example, a primary care physician may confirm a hearing impairment which requires the use of a service animal and request that the service animal be permitted in the unit and be considered for medical deductions.
- For example, a clinician may confirm a traumatic brain injury which severely diminishes the Client's memory and request that all interactions with the Client be in writing or followed with written documentation and that the Client be permitted additional time to respond to requests for necessary documentation.
- For example, a Client may provide hospital discharge summary or bill showing pertinent dates and redacted of unnecessary sensitive information to show that they were hospitalized for

several weeks and therefore did not receive and reply to a recertification request or termination notice by the deadline or were not able to be present for an inspection or meeting.

- For example, a physician's office may provide a schedule of medical appointments and therapy sessions related to the Client's disability to show that this causes the Client to have very limited time for housing search and request a voucher extension.
- For example, a household member who uses a mobility device requests to complete reexamination and lease up appointments remotely via mail and phone, or to send an authorized representative in their place (such as the Client or head of household), rather than coming into the office (This will likely not require an additional healthcare provider's supportive documentation as it is readily known).

Please see each section throughout this guidance for additional examples, but remember that reasonable accommodations are not limited to these examples or sections.

3. Inappropriate Examples

- For example, a chiropractor provides supportive documentation for a mental health condition (Not an appropriate healthcare provider for the specified disability)
- For example, a clinician states that the Client simply has a disability and therefore should be allowed a higher maximum allowable rent (no direct nexus between the disability and the accommodation. This is especially true as all DMHRSP Clients have a disability).
- For example, an orthopedic nurse practitioner indicates that the household member has a disability due to his amputation, but also is sensitive to smells and cannot have carpet in their unit as it irritates his sense of smell (no direct nexus between the accommodation and the disability).

E. AA Review and Response

1. Additional Criteria

In addition to the above criteria, the AA must also consider whether the requested accommodation is:

1. Reasonably feasible, and can be reasonably accomplished by the AA without undue financial or administrative burden
2. Not a fundamental change to the nature of the program
 - a. Does not change the pivotal intent and foundation of the program (such as the target population to be assisted by the program or the way that the program is meant to assist that population), or potentially create an unfairness in the administration of the program (especially since all of the DMHRSP Clients are persons with disabilities)
 - b. This is especially true regarding eligibility and voucher utilization

2. Timeliness

The AA must review the request in a timely fashion, generally within fourteen (14) business days, requesting additional documents or information as necessary. An inappropriately prolonged delay may

be considered a denial. Likewise, an approval that is not followed by the necessary action within an appropriate period may be considered a denial.

The Client/household member, healthcare provider, and anyone asked to provide supportive documentation are also expected to respond to any request from the AA for additional supportive documentation in a timely fashion, generally within seven (7) business days. If the Client/household member has been notified of failure to do so and there is still no response, the AA may deny the request based on lack of necessary information to make a decision, with the understanding to immediately reopen the request if the supportive documentation is later provided.

3. Approval

The AA should review the information provided to determine whether it meets both direct nexus criteria (see [Criteria, What to Include](#) section above) and program considerations (see [AA Review and Response, Additional Criteria](#) section above). The AA may request (additional) supportive documentation as necessary to make a determination (see [Confidentiality](#); [Criteria, What to Include](#); and [AA Review and Response, Timeliness](#) sections).

In addition, the AA may use its discretion in determining that a new request, whether formal or informal, is similarly apparent based on a previously approved request, and therefore not require a new request or additional supportive documentation. Once a reasonable accommodation request has been approved, it remains valid and in place and the AA should not ask for the Client/household member to reconfirm or revalidate it at any time.

The AA must review and respond to the request in writing within a timely fashion, generally within fourteen (14) business days. The written approval must be sent to the Client/household member with a copy to the Service Provider/DMH Case Manager. If the accommodation requires significant financial or programmatic change, a copy should also be sent to the DMH Area Housing Coordinator and the DHCD Coordinator.

4. Denial

The AA may deny any request that does not meet both direct nexus criteria (see [Criteria, What to Include](#) section above) and program considerations (see [AA Review and Response, Additional Criteria](#) section above).

Additional Denial Examples

- For example, request to waive the eligibility requirement of being a DMH Client. (DMHRSP is a program that was specifically created to address the DMH population)
- For example, request to use the voucher outside of the state (funds for this state rental assistance program must be used within the state)
- For example, a cardiologist requests to avoid termination because that the household member is not feeling well with increasingly high blood pressure and return to homelessness would be detrimental (the reasoning does not address the original cause for termination and to keep Client/household member in the program to avoid other situations would be unfair change to the program and a financial burden)

The AA may request (additional) supportive documentation as necessary to make a determination (see [Confidentiality](#) and [Criteria, What to Include](#) sections). If the Client/household member fails to do so in a timely manner, generally within seven (7) business days, the AA may deny the request based on lack of necessary information to make the decision, pursuant [AA Review and Response, Timeliness](#) section.

Denials must outline the reason for the denial and include notice of availability of reasonable accommodation and ability to appeal or provide additional supportive documentation to the AA within a reasonable and specified period. The denial must be sent in writing to the Client/household member with a copy to the Service Provider/DMH Case Manager. While additional documentation or later resubmission of the same request can be reviewed by the same determining party, appeals should be reviewed by an appropriate second party within the AA according to the formal grievance/appeal procedures for each AA.

Grievance/appeal procedures should follow those outlined in [Termination, Appeals](#) section. Any existing AA grievance notices and procedures must comply with the requirements outlined herein or be amended to do so. Grievance notices and procedures are subject to DHCD approval.

XI. LANGUAGE ASSISTANCE PLAN (LAP) FOR LIMITED ENGLISH PROFICIENCY (LEP)

A. Purpose

For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by DMHRSP. In general, an LEP person is someone who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

B. Language Assistance Plan (LAP)

The AA is required to take steps to communicate with LEP persons who need services or information in a language other than English, which this guidance refers to as a Language Assistance Plan (LAP). AAs must provide LAP access to any DMHRSP Clients and household members, both applicants and participants, with LEP.

In order to determine the level of access needed by LEP persons, the AA will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by DMHRSP
- The frequency with which LEP persons come into contact with the program
- The nature and importance of the program, activity, or service provided by the program to people's lives
- The resources available to the AA and costs

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the AA.

1. Verbal Interpretation

Where feasible, the AA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other AAs, and will standardize documents. Where feasible and possible, the AA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the AA. The interpreter may be a family member or friend.

2. Written Translation

As resources allow, the AA should review forms, letters and documents used in DMHRSP to determine which are vital to providing meaningful access to non-English speaking and LEP persons. AAs are expected to translate vital documents into languages regularly encountered (any language spoken by at least 5% of the population served within the program, including both applicants and participants).

Translation of other documents, if needed, can be provided orally, upon request and arranged by AA or the Client/household member similar to verbal interpretation above.

XII. FORMS AND DOCUMENTS

A. DHCD and DMH Forms and Documents

In an effort to reduce fraud, waste, and abuse, DHCD is making certain program documents available only to AAs. AAs shall receive these forms directly from DHCD. AAs shall make forms available to Service Providers/DMH Case Managers, Clients, Property Owners, and other parties as required for DMHRSP administration. Forms that DHCD will provide to AAs directly are listed below.

- DMH Areas by Town; or <https://www.mass.gov/guides/find-which-dmh-office-covers-your-city-or-town>
- Referral Form – This is an optional DMH document for internal use only
- Sponsor based Voucher
- Tenant based Voucher
- Sponsor based Lease
- Sponsor based Lease Addendum
- Tenant based Lease
- Tenant based Lease Addendum
- Voucher Payment Contract - For both Sponsor and Tenant based
- Sponsor based Occupancy Agreement – This is a DMH document and for DMH and Service Provider internal use only
- Tenant based Participation Agreement– This is a DMH document and for DMH and Service Provider internal use only
- Request for Lease Approval (RFLA)
- Heat Deduction Chart
- New Unit Review Form – Internal use only
- Rent Increase Review Form – Internal use only
- Change of Service Provider Form (Sponsor based Lease Amendment)
- General Lease Amendment – For both Sponsor and Tenant based, for rent increases and other changes to the Lease

B. AA and Other Documents

To provide flexibility and allow for adapting to existing processes and computer/technical systems, other documents and forms that are not listed above as provided by DHCD or DMH may be created by the AA or the utilizing party, including but not limited to application forms, release forms, CORI/SORI related notifications and documents, expiration letters, housing search packets, property owner forms and letter, appointment notifications, recertification notices, document request letters, rent increase request letters, change in household composition requests, change in income notifications, zero income statements, rent share or rent change letters, warning letters, decision/denial/approval letters, termination letters, reasonable accommodation request letters and documents, and language assistance plan related notifications and documents. Please contact the applicable AA or other pertinent party for such documents and forms.