Linkages
Permanent Supportive Housing Program

A Pilot Initiative of the Behavioral Health Purchasing Collaborative

Program Policies and Procedures Manual

REVISED NOVEMBER 2008

November 2008
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Program Background
The New Mexico Behavioral Health Purchasing Collaborative’s (the Collaborative) Permanent Supportive Housing Program (“Linkages”) is a state funded pilot initiative designed to provide rental subsidies and supportive services to vulnerable populations to link them to affordable quality housing with community-based, individualized services. Linkages will target consumers with demonstrated housing needs prioritizing individuals with serious mental illnesses including Native Americans living off reservation.

In creating this program, the Collaborative recognizes that permanent supportive housing is an extremely effective intervention that can provide a cost effective, quality living situation for those with precarious housing situations.

For the purposes of Linkages, the Collaborative defines permanent supportive housing as decent, safe, integrated rental housing in the community. It is housing that is affordable to individuals with extremely low or no incomes. In permanent supportive housing, the consumer has all the rights and obligations of tenancy.

The Collaborative embraces the knowledge that for many consumers, access to quality, community-based supportive services can ensure a successful tenancy in the housing. As such, the housing through this initiative is linked with voluntary and flexible community-based supportive services to support tenancy and address other needs.

What is Permanent Supportive Housing?
Permanent supportive housing is decent, safe, integrated rental housing in the community. It is housing that is affordable to individuals with low or no incomes. In permanent supportive housing, the consumer has all the rights and obligations of tenancy.

Ideally, permanent supportive housing is affordable, meaning tenants pay no more than 30 percent of their income toward housing costs.

Permanent supportive housing recognizes that for many consumers, access to quality, community-based supportive services can ensure a successful tenancy in the housing. As such, the housing is linked with voluntary and flexible supportive services to support tenancy and address other needs.
Chapter One

Introduction

Program Summary

In Fiscal Year 2007, New Mexico’s Behavioral Health Purchasing Collaborative (the Collaborative) initiated the Road Map to a Supportive Housing Plan. One immediate result of this Road Map was an initial appropriation of $300,000 in the 2007 State Budget to be used to initiate a pilot permanent supportive housing rental subsidy program for persons with serious mental illness including Native Americans living off reservation. Reflecting the housing needs and supportive service capacity throughout New Mexico Linkages will be piloted in three regions (North Central, Central, and Southwest). The three regions and the Housing Administrators in these regions will be identified through a competitive Request for Proposals issued by the New Mexico Mortgage Finance Authority on November 29, 2007.

The collaboration of local housing organizations, supportive service providers, state agencies including members of the Collaborative, the New Mexico Mortgage Finance Authority (MFA), the Supportive Housing Coalition of New Mexico (SHC-NM), and the statewide services entity, Value Options of New Mexico (VONM) is the backbone of this permanent supportive housing initiative. State resources identified above will fund the rental subsidies and related housing costs such as security deposits and utility deposits. Existing supportive services, funded through Value Options or other community-based initiatives, will provide program participants with a range of services to help them obtain and remain in their independent housing. Service providers assist individuals with various housing related needs including communication with their landlord. Participants will be supported in pursuing treatment, case management, educational and job training opportunities, if they choose.

For eligibility, individuals must have a documented serious mental illness as defined in Chapter Two. Ten percent of the available units will be targeted to Native Americans living off reservation. Program participants pay 30 percent of their adjusted income towards rent and the Linkages program subsidizes the remaining portion of the rent. Participants are able to choose their own living units within one of the three pilot regions, provided the units meet Housing Quality Standards, pass a Rent Reasonableness comparison and fall within the Fair Market Rent guidelines established for the area by HUD. While Linkages is a permanent supportive housing project, its limited scale and resources can be expanded if the subsidies ultimately serve as a bridge to other mainstream housing resources such as the Section 8 Housing Choice Voucher Program.

This Program Manual outlines the policies and procedures used by the Collaborative, MFA, Value Options, local housing organizations, local support services agencies, and other service providers to administer this rental subsidy program grant. For further information regarding the Collaborative’s Linkages Permanent Supportive Housing Pilot program, please contact:

Name: Richard Chavez
Agency: The New Mexico Mortgage Finance Authority
Address: 344 4th Street SW
Albuquerque, New Mexico 87102
Phone: (505) 767-2270

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1 The local Housing Administrator can pay up to 100 percent of the FMR or seek a waiver from MFA to pay more than 110 percent of FMR when local market conditions, client housing needs or other circumstances justify such waiver. (see Chapter 8 for additional information)
Chapter Two: Eligibility

This chapter outlines the population eligible to receive assistance under the Linkages pilot program.

Eligibility criteria for Linkages are threshold criteria; they are nondiscretionary and not subjective. Applicants who do not meet these criteria are not eligible for the program. In addition to the threshold eligibility criteria, Linkages participants must be determined to be qualified for the program. The eligibility criteria and other program qualifications are outlined below.

**Program Eligibility**

To be initially eligible for Linkages, the applicant must be homeless or precariously housed; have a serious mental illness; and be extremely low-income. Each of these terms is defined below.

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**Eligible Population**

The Linkages program requires that participants in the program meet the following criteria:

1. Homeless or precariously housed;
2. Disabled with a serious mental illness;
3. Extremely low income.

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**I. Homeless or Precariously Housed**

**Definition of Homeless or Precariously Housed**

In general, for the Linkages pilot program a person is considered homeless or precariously housed if, without this assistance, he or she would have to spend the night in a homeless shelter or in a place not meant for human habitation. This includes:

- Persons living on the street, in emergency shelters, or in transitional housing programs for the homeless;
- Persons with a legal eviction notice, or other similar legal circumstances in which they are to lose their housing imminently; and
- Individuals with serious mental illness who are inappropriately living in an institution or other facility may be considered homeless if no other housing placement is available or appropriate.

At no time can Linkages funds be used to supplant existing local, state, or federal permanent housing sources.
II. Serious Mental Illness

*Linkages* targets consumers with serious mental illness as defined by the State of New Mexico. Pursuant to Section 1912 of the Public Health Service Act, as amended by Public Law 102-321, “adults with a serious mental illness” are persons, age 18 and over, who *currently or at any time during the past year*, meet BOTH of the following criteria:

**Criterion 1. Eligible Diagnosis**
Adults included in the target population must have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM-IV (see attached list), including:

1) Schizophrenia and Other Psychotic Disorders, Mood Disorders, PTSD, Somatoform Disorders, Dementia due to Alzheimer’s, Factitious Disorders, Dissociative Disorders, Eating Disorders, Impulse-Control Disorders not elsewhere classified, Personality Disorders; Developmental Disability when co-occurring with one of the above diagnosis.

2) Dual or multiple diagnoses. To include the co-existing conditions of mental illness and substance abuse; and, developmental disabilities and mental illness.

3) Exclusions as the sole diagnosis. (See attached list of DSM-IV codes for the following excluded categories).
   (a) Disorders usually first diagnosed in infancy, childhood or adolescence
   (b) Delirium, dementia (not due to Alzheimer’s), amnesic, and other cognitive disorders.
   (c) Mental disorders due to a general medical condition
   (d) Other conditions that may be a focus of clinical attention
   (e) V codes

The following diagnosis is excluded unless it is a co-existing condition with mental illness:
- Substance Abuse

**AND**

**Criterion 2. Level of Functional Impairment**
Adults whose eligible diagnosis has resulted in functional impairment, which substantially interferes with, or limits, one or more major life activities shall be included in the target population.

Functional impairment is defined as difficulties that substantially interfere with, or limit, role functioning in one or more major life activities, including;
- Basic living skills (e.g., eating, bathing, dressing)
- Instrumental living skills (e.g., maintaining a household, managing money, getting around the community, taking prescribed medication)
- Functioning in social, family, and vocational/educational contexts

“Substantially interfere with” is measured by the Global Assessment of Functioning (GAF) scale. Individuals who have a score of 50 or lower on the GAF are considered to be substantially impaired.
Chapter Two

Eligibility

III. Extremely Low Income

All applicants for the pilot are subject to the U.S. Department of Housing and Urban Development (HUD) Income Limits for Extremely Low Income persons. HUD Income Limits are specific to geographical areas and number of persons in the family. The Income Limits are updated every year. Income for each applicant must fall at or below the Extremely Low Income Limit in order to be initially eligible for the pilot. Once a person has been accepted into the program, income limits cannot exceed those of HUD’s Section 8 Housing Choice Voucher Program. A list of income limits is included in Appendix 1. For current, updated income limits, please visit http://www.huduser.org/datasets/il.html.

In addition to the above three eligibility requirements: 1) homeless or precariously housed; 2) serious mental illness; and 3) extremely low income the Linkages program seeks to address the specific housing needs of tribal members with serious mental illnesses who are living off reservation. To this end, Linkages will set aside 10 percent of the subsidized units for this population. To meet this category, an individual would need to, within one year of participation in the program, provide a verification of their tribal status with a Certificate of Degree of Indian Blood and also verification from the tribe to verify tribal status and verify threat they do not live on the reservation. MFA will track and monitor the Linkages program to ensure that the set-aside is met.

The Program Eligibility Form on page 7 should be included in all Program Participant files along with accompanying documentation.

Qualification Criteria

It is the underlying foundation of the Linkages program that persons with serious mental illness can live successfully and independently in the community. This includes persons who are dually diagnosed with long-term, chronic alcohol and substance use histories, persons with criminal records, and persons with poor housing and credit histories and other experiences that often deem them unsuitable for housing programs. Linkages aims to include as many of these persons as possible through a philosophy and service practice of a Housing First approach.

As such, when determining whether a person is qualified for the Linkages program, the Support Services Agency, will make that determination based on a limited number of disqualification categories. These include:

- Conviction for sexual assault or molestation;
- Conviction of a violent crime within the past five years;
- Conviction for assault and battery with a dangerous
weapon;
- Conviction for distribution or trafficking of illegal drugs; or
- Other history that indicates there is a likelihood of physical violence to staff or other participants.
- Unwillingness to sign the Tenant Responsibility Form
- Unwillingness to sign the Program Participation Agreement
- History of unpaid rent or unpaid apartment damages to the Housing Administrator agency or Support Services Agency
Linkages Pilot Program Eligibility Form

Instructions: The Linkages Pilot Program must serve persons who meet program regulation eligibility. All programs must maintain documentation on file to prove a person’s eligibility. Note: this form is to be used as a checklist and guide for program staff. It does not serve as a substitute for the required documentation that should be collected and maintained in each participant’s file.

Participant Name: ____________________________________________

Section A: Homeless Verification:

Linkages may only accept persons who are in one of the following homeless situations prior to entering the program (check one and attach appropriate documentation):

- In places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings. Please attach a signed and dated letter verifying such status including letters from referring agencies or self-reporting.
- In an emergency shelter. Please attach a signed and dated letter from a shelter staff person or other social service agency that can verify the shelter stay.
- In transitional housing. Please attach a signed and dated letter from the transitional provider verifying the current stay.
- Is being evicted from a private dwelling unit. Please attach a signed and dated letter verifying the eviction proceedings.
- Is being discharged from an institution in which the person has been a resident and has not subsequent residence nor resources. Please attach a signed and dated letter from the institution verifying unsuccessful attempts to secure other housing options.

Section B: Disability Verification:
All Linkages participants must be diagnosed as having a serious mental illness as defined by the State of New Mexico. Attach appropriate documentation such as a letter from a medical doctor, licensed social worker, psychiatrist/psychologist, State service agency confirming serious mental illness.

Section C: Native Americans living off reservation
Ten percent of the Linkages program units are set aside for Native Americans living off reservation who have a serious mental illness. To meet this category, an individual would need to provide, within one year of participation in the program, a verification of their tribal status with a Certificate of Degree of Indian Blood and also verification from the tribe to verify tribal status and verify that they do not live on the reservation. Verbal verification is acceptable to accept an individual into the program; written verification should be secured for participant files.

Section D: Extremely Low Income
The Housing Administrator will conduct an income certification and provide written verification of the participant’s extremely low income status.

Name of staff confirming eligibility ___________________________ Date: _____________
Agency ___________________________
Linkages Permanent Supportive Housing Plan: Program Policies and Procedures

Chapter Three: Roles and Responsibilities/Methods of Operation

This chapter seeks to outline the roles and responsibilities of the various participating agencies regarding the Linkages program to ensure that all program elements are initiated and implemented as required by the Collaborative.

The key players in the Linkages program are the Housing Administrators, the Statewide Entity/Services Administrator (Value Options), and the Support Services Agencies. The roles and responsibilities of each are outlined below.

### Region Specific Information to be included here:

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<thead>
<tr>
<th>Role</th>
<th>Contact Person</th>
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<tbody>
<tr>
<td>Housing Administrator Agency</td>
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<td>HA Contact Person</td>
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<td>Support Services Agency</td>
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<td>Support Services Agency Contact Person</td>
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<td>Value Options Regional Office</td>
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<td>VO Regional Office Contact Person</td>
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### Housing Administrator

The general role of the Housing Administrator is to ensure that housing units meet housing quality standards and rent limits, landlords receive payment for the unit and tenants are appropriately charged for their share of the unit. The Housing Administrator could be a local Public Housing Authority or a non-profit housing developer/manager.

**The general tasks of the Housing Administrator include:**

1) Overall administration of the rental assistance components of the Linkages as outlined below and in this administrative plan;

2) Assist VO and HAS to provide outreach to appropriate community organizations including agencies working with mental health consumers to alert them to the availability of resources;

3) Provide outreach to potential clients of the Housing Administrator’s existing waiting list(s) to notify them of the availability of this new housing resource and how to apply if they feel they are eligible;

4) Establish procedures for the fair selection of recipients;

5) Establish and maintain relations with local landlords, public housing authorities, and property managers; and

6) Maintain a separate waiting list for the Linkages program in its region.
Chapter Three

Roles and Responsibilities/Methods of Operation

Specific responsibilities of the Housing Administrator:

1) The Housing Administrator receives a Certification of Eligibility and a completed housing application from the Support Services Agency, verifies income and eligibility requirements, and approves or denies the application.
   
   (a) If approved, Housing Administrator sends a letter to the applicant, informing the applicant that he/she has 60 days in which to initiate subsidy (See Sample Letter, Appendix 2). Copy of letter sent to Support Services Agency.
   
   (b) If denied, Housing Administrator sends a letter to the applicant, stating the reason for denial and informing the applicant of the Subsidy Appeals Procedure. (See Sample Letter, Appendix 3). Copy of letter sent to Support Services Agency.

2) Housing Administrator creates and maintains a Linkages waiting list of eligible applicants.

3) If applicable, Housing Administrator receives written extension request from Support Services Agency or client and may grant up to one 30-day extension. In extenuating circumstances (e.g., hospitalization or other treatment programs), supported by third party verification, a second 30-day extension may be granted. No applicant may be given more than 120 days to find suitable housing. Applicants who have not initiated subsidy within 120 days of program acceptance must reapply. (See Chapter 5 Extensions)

4) Housing Administrator completes initial Housing Quality Standards (HQS) inspections on units located by recipients (See Chapter 9, “Housing Quality Standards”), informs the landlord and/or property manager of any deficiencies and/or needed repairs, and establishes a timeline for completion of repairs and/or deficiencies. (See Sample Letter, Appendix 4)

5) Housing Administrator negotiates unit price that meets HUD’s ‘rent reasonableness’ test with landlord and/or property manager, if applicable. (See Chapter 8)

6) Housing Administrator conducts initial income certification with recipient. (See Appendix 5)
   
   (a) Rental Calculation Form completed (Chapter 7) and;
   
   (b) Release of Information Forms signed. A standard HIPAA compliant release will be acceptable. If unavailable, please use the sample release. (See Sample Release, Appendix 6) and;
   
   (c) Tenant Responsibility Form signed and attachments distributed (See Chapter 11, “Tenant Responsibility Agreement”) and;
   
   (d) Household Composition/Fraud Statement (See Chapter 6 Household Definition and Unit Size) and;
   
   (e) Housing Quality Standard form completed and signed (See Chapter 9 Housing Quality Standards); and

   (f) Income Verification form(s)

7) Housing Administrator executes Housing Assistance Payments (HAP) Contract with the landlord/property manager. (See Chapter 12, Housing Assistance Payments Contract)

8) It is required that all Linkages program participants enter into an initial Lease or Rental Agreement with their landlord of a term of at least 6 months. This agreement is automatically renewable upon expiration, except on prior notice by either the tenant or landlord. (See Chapter 13 Occupancy)
9) Housing Administrator prepares the Monthly Request Form to request funds from MFA. (See Chapter 15 Monthly Request Form). Funds to be requested include monthly rent payment, security deposits on newly rented units, and utility deposits on newly rented units.

10) Housing Administrator disburses monthly HAP to landlords/property managers in accordance with HAP Contracts.

11) Housing Administrator completes interim certifications with recipients, as necessary. (See Chapter 16, “Annual and Interim Re-Certifications”)

12) Housing Administrator completes annual re-certification:
   (a) Rental Calculation Form completed (See Appendix 5) and;
   (b) Release of Information Forms signed a standard HIPAA compliant release will be acceptable. If unavailable, please use the sample release. (See Sample Release, Appendix 6) and;
   (c) Tenant Responsibility Form signed (See Chapter 11, “Tenant Responsibility Agreement”) and;
   (d) Household Composition/Fraud Statement (See Chapter 6 “Household Definition and Unit Size”) and;
   (e) Support Services Survey and;
   (f) Housing Quality Standard form completed and signed; and
   (g) Income Verification form(s).

13) Housing Administrator processes move-out inspections, as applicable. (See Chapter 9, “Housing Quality Standards”)

14) Housing Administrator processes Termination of Subsidy Forms, as applicable. (See Chapter 17 “Subsidy Termination” and Appendix 7 Sample Termination Notice and Housing Subsidy Appeals Procedure)

15) Housing Administrator assures that staff members receive HQS and other HUD certified relevant training.

16) Housing Administrator establishes and maintains relations with local landlords, property managers, General Assistance Offices, Support Services Agencies and the Statewide Entity (Value Options).

17) Housing Administrator maintains complete files on all recipients. Denied or closed files must be retained for the greater of 5 years or the time frame put forth in the Housing Administrator agency file destruction policy. If any litigation, claim, or audit is started before the expiration period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

18) Housing Administrator utilizes Linkages application form and data as an official application for other housing programs administered by the Housing Administrator and automatically screens candidate for those programs.
Statewide Entity

The Statewide Entity’s serves in the role of the service administrator to ensure the provision of quality; appropriate, individualized, community-based supportive services for consumers of the Linkages program.

The general tasks of the Statewide Entity include:

1) Provide outreach to community organizations including organizations working with mental health consumers and the Local Collaborative to alert them to the availability of resources;
2) Provide oversight to the Support Services Agency on prescreening process including tenant initial application, tenant screening, and initial determination of eligibility;
3) Coordinate the provision of services with Support Services Agency and other local service providers to ensure tenant receives quality, appropriate, community-based services;
4) Ensure the Support Services Agency provides each consumer receives assistance in locating, securing, and establishing safe and decent housing;
5) Ensure each consumer receives one or more home visits monthly by the Support Services Agency to identify early problems regarding tenancy;
6) Ensure the Support Services Agency has developed an up to date crisis plan with each consumer including correct contact information for emergencies;
7) Ensure services aimed at maintaining tenants in their housing in the community are available; and
8) Ensure the Support Services Agency provides move-in and eviction prevention assistance including direct financial support for these purposes to the extent funds are available.

Specific responsibilities of the Statewide Entity:

1) Monitor the Support Services Agency performance through planning, initial occupancy and ongoing operations.
2) Evaluate program to assess services provided to consumers including percentage of time or specific services that are reimbursable through other funding sources.
3) Co-facilitate meetings with the MFA between the Housing Administrator and the Support Services Agency as needed to avoid or resolve problems. This includes working with the Housing Administrator and the Support Services Agency to resolve disputes regarding Linkages program rules.
4) Facilitate meetings between Support Services Agency and other service providers as needed to avoid or resolve problems.
5) Facilitate training of Support Services Agency.
6) Expend resources as approved and provided by the collaborative for use in this pilot to support the Support Services Agencies.
Chapter Three

Roles and Responsibilities/Methods of Operation

7) Work with MFA to develop process and respond and resolve consumer appeals or grievances regarding denial of program eligibility.

8) Ensure that the Support Services Agency works with each consumer to assure housing support is included in the tenant’s services/treatment plan and connects consumers to appropriate community Service Providers.

9) Ensure the Support Services Agency recruits landlords with assistance from the Housing Administrator to participate in the Linkages Program. This participation requires the landlords meet HQS standards and are willing to become part of the local Housing Authority Section 8 program if they are not already participating in this program.

Support Services Agency

The general role of the Support Services Agency is to provide Linkages consumers with assistance to obtain and maintain their housing.

Each designated Support Services Agency will work with potential consumers to complete the Linkages application including the Initial Application and the Housing Application; assist the consumer to obtain all required documentation, and provide support and guidance to the consumer through the screening process. The Support Services Agency will also work with each eligible consumer to identify appropriate housing units, obtain needed supplies and furniture, and to move into the unit.

The Support Services Agency will be responsible for completing a basic housing support checklist each month (see Appendix 8) that identifies any problems with the safety or condition of the unit and resolution of any problem, a confirmation that rent was paid in a timely manner and that the tenant is meeting his or her basic rental obligations.

The Support Services Agency will make certain each tenant applies for a Section 8 Housing Choice Voucher after they have been made eligible for Linkages and that when a voucher becomes available the tenant transfers to that Section 8 voucher.

Specific responsibilities of the Support Services Agency include:

1) The SSA receives or assists a consumer to complete an initial Application for the Linkages program. The HSA can refer a consumer to the Support Services Agency for assistance completing applications and obtaining necessary documentation.

2) The SSA determines eligibility for the program based on the Linkages program criteria regarding: serious mental illness and housing need and appropriateness for the program.

3) The SSA works with the consumer or Housing Services Agency to ensure that all applicable information is received and documented including: client disability; client income; etc.

4) Approve initial eligibility and complete a Certificate of Eligibility.

5) When rental subsidies are available; forward Certificate of Eligibility, Housing Application Information, and other related documents to the Housing Administrator for Step Two processing. Keep consumer and the Support Services Agency informed of status.
Chapter Three

Roles and Responsibilities/Methods of Operation

6) When consumer approved by the Housing Administrator, assist or ensure each consumer receives assistance from the Support Services Agency to locate (housing search for eligible units), secure (negotiating lease) and move into an eligible unit (obtaining furnishings, physical move into unit; orientation to unit, neighborhood). Although the Support Services Agency will have the direct responsibility to work with the consumer on these activities, the Statewide Entity must oversee and ensure such activities are provided.

7) Review Tenant Responsibility Document with consumer and Housing Administrator and secure consumer signature.

8) Review Program Participation Agreement with consumer and Support Services Agency and secure consumer signature.

9) The SSA will turn all approved tenant applications into a Linkages Program Participant File that includes the applications, related documentation, Program Participation Agreement, and Tenant Responsibility Document. Ensure that all required forms are complete and signed.

10) Work with Housing Administrator to resolve disputes regarding participant eligibility or ongoing participation in program.

11) Complete initial Support Services training and be a part of the Value Options housing support training network;

12) Identify staff who will serve as liaison to landlords;

13) Assure designated staff conducts at least one monthly home visit and completes a monthly housing support checklist; (See Appendix 8 for checklist)

14) Adhere to basic requirements listed below; and provide Pre-Tenancy Support, Move-In Assistance and Post-Tenancy Support as described in Chapter 19.

15) Assist consumer to complete all required applications and assist consumer to obtain necessary documentation.

16) Assist consumer to attend all necessary meetings with SSA or Housing Administrator as required to process application.

17) Assist consumer to request any Reasonable Accommodation from either the HSA, Housing Administrator or landlords.

18) Assist consumer to locate appropriate housing.

19) Assist consumer to request, as needed, a 30 day extension, to locate a housing unit (see Chapter 5).

20) Assist consumer to obtain needed housing supplies, furniture and other materials to move safely into housing unit.

21) Provide move-in orientation to consumer regarding rights and responsibilities of tenancy, neighborhood features and amenities, transportation options, etc.

22) Assist the consumers to apply for a Section 8 Housing Choice Voucher and other available permeable housing subsidies/programs.

23) Other services outlined in Chapter 18.
The purpose of the Linkages Application is to collect relevant applicant information necessary to assist in determining eligibility and selecting participants. As such, the Linkages will implement a two-step application process.

**Step One: Application Process**

The Support Services Agency obtains a completed application (see Appendix 10) from applicants that includes information on mental health disability, other service needs, income, housing history, criminal records and other core information to assist in determining initial eligibility and qualification for the program.

The Support Services Agency will interview each eligible applicant. The interview will take place at the offices of the Support Services Agency or other convenient location (e.g., other service provider, emergency shelter, etc.). If the applicant is unable to come to the office (e.g., they are hospitalized), the Support Services Agency will go to the applicant to conduct the interview.

The Support Services Agency staff will use the Linkages interview form (see Appendix 9) to guide the interview. The program will ask the applicant if they are currently and illegally using a controlled substance and if they have been convicted of the illegal manufacture or distribution of drugs. The Support Services Agency will also ask the applicant about their criminal history and any convictions or pending cases in this state or any other. The Support Services Agency will explain that most convictions are not grounds for disqualification but some are.

The applicant will be provided with an opportunity to ask questions about the Linkages program. Applicants are encouraged to bring family members, friends, case managers or other individuals for support during the interview.

The Support Services Agency will review program requirements with the applicant. In addition to being eligible for the program, applicants must also be qualified. A qualified applicant is someone whose criminal record does not deem them unqualified. In addition, a qualified applicant must agree to sign the Tenant Responsibility Form (appendix 11), the Program Participant Agreement (Appendix 12), and agree to at least one monthly in-home visit by the Support Services Agency.

The Linkages Program understands that eligible applicants are likely to have difficult tenancy histories and therefore would not qualify for housing using traditional criteria such as nonpayment of rent or poor tenancy behavior. Linkages will generally not disqualify applicants who have such histories. However, applicants will be disqualified for certain behaviors including but not limited to:

- Conviction for sexual assault or molestation;
- Conviction of a violent crime within the past five years;
- Conviction for assault and battery with a dangerous weapon;
- Conviction for distribution or trafficking of illegal drugs; or
- Other history that indicates there is a likelihood of physical violence to staff or other participants.
Chapter Four

The Support Services Agency reviews the application information and interview information and determines initial program eligibility.

For consumers determined eligible in Step One, the Support Services Agency will forward the related Step 2 Housing Application (see Appendix 13) to the Housing Administrator for Step 2 screening with a certification of eligibility forwarded with the application.

For consumers determined not eligible, the Support Services Agency will send a letter to the consumer with a copy to the Statewide Entity’s Housing Specialist in the Department of Recovery and Resiliency. stating why the consumer was determined ineligible. The letter (see Sample, Appendix 3) will provide the consumer with the name, address of the representative for follow-up, grievance or appeal.

Name: Michael Huber  
Agency: Value Options  
Address: 2440 Louisiana Blvd NE  
Albuquerque, New Mexico 87110

Step 2: Housing Application Processing Procedures

The Housing Administrator receives the completed Housing Application and Certificate of Eligibility from the Support Services Agency and reviews the submitted materials and performs the following:

- The Housing Administrator conducts Tenant Income Certification and calculates tenant payment of rent and determines eligibility for program based on income.
- Housing Administrator and Support Services Agency review Tenant Responsibility Form (Appendix 11) and Program Participant Agreement (Appendix 12) with prospective tenant (and Support Services Agency or other service provider if possible) and gets form signed.
- Housing Administrator and Support Services Agency works with Tenant and Service Provider to review apartment options, allowable rent levels, etc.
- Housing Administrator approves application and provides Tenant with authorization to locate housing unit/assignment of rental subsidy.
- Housing Administrator notifies SA and Support Services Agency of approval and provides authorization with program time limits to locate available unit.
- Support Services Agency notifies applicant of approval and authorizes applicant to work with Support Services Agency on housing search, to finalize program documents, and to move into unit.

General Application Guidelines

All Applications must be complete, containing verifications that are no older than 90 days. Applications that are accepted must be filed at the Support Services Agency’s office and the Housing Application sections also filed at the housing office of the Housing Administrator, separate from any clinical record(s); Applications that are denied should be retained and filed together by the Support Services Agency and Housing Administrator.

Applicants that are approved and authorized to locate housing work with the Support Services Agency on housing search and other steps outlined in Chapter 18.
Step One and Step Two Application forms are included in Appendices 10 and 13, as well as the Forms Section of this Policies and Procedures Manual.
S A M P L E

Certificate of Eligibility

This herein certifies that _____________________________(name) has met eligibility criteria for the Linkages program regarding target population.

This Certificate herein authorizes the Housing Administrator to initiate Step Two: Application Processing as outlined in the Linkages Program Manual.

Signed: ________________________________

Dated: ________________________________
The goal of \textit{Linkages} is to provide permanent supportive housing to consumers with serious mental illness who are homeless. \textit{Linkages} resources are limited and it is the goal of the program to maximize utilization while recognizing the unique challenges consumers may face in locating and securing appropriate housing units. As such, time limits are incorporated into \textit{Linkages} rules that limit the amount of time between when consumers are approved for a subsidy and begin utilizing that subsidy. This chapter addresses the applicant/program participants’ timeframes to utilize an awarded rental subsidy and available extensions to this policy.

The applicant has 60 days from the time of assignment to use a rental subsidy. If the rental subsidy is not utilized the applicant or the Support Services Agency may request one 30-day extensions. Extensions must be submitted in writing to the Housing Administrator. Extensions will be granted to applicants when it is shown that housing is actively being sought or for other good cause (i.e., hospitalization, family emergencies, etc). If an extension is not requested or approved, then the rental subsidy will be re-assigned. In extenuating circumstances, a second 30-day extension can be requested in writing (extreme situations) and reviewed by the Housing Administrator for approval. No applicant will receive more than 120 days maximum to locate a housing unit.

Current tenants moving between units will have 30 days to find a new unit. If the slot is not utilized the applicant or their service provider(s) may request up to three 30-day extensions.
Chapter Six: Household Definition and Unit Size

All households served by the Linkages program must meet program eligibility requirements as outlined in Chapter Two. This chapter provides the Housing Administrator with guidance on how to define households, unit size requirements, and other related criteria.

I. Household Definition

For the purposes of the Linkages program, a household is one or more persons occupying a housing unit. Family means all persons living in the same household who are related by birth, marriage or adoptions.

In calculating annual household income, income from each member of the household is to be considered based on existing HUD guidelines (see Appendix 14).

II. Household Composition

Upon application and entry into the program, all persons expected to reside in the household must be identified. At any time, changes in household composition must be reported to the Housing Administrator within 10 days of such change. At this point, Housing Administrator will work with the household to determine whether Linkages can continue to meet their housing needs.

III. Live-in Aide

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

- Is determined essential to the care and well-being of the person; and
- Is not obligated for the financial support of the person; and
- Would not be living in the unit except to provide the necessary supportive services

The household must provide a licensed professional’s certificate that the live-in aide is essential to the care or well-being of the tenant.

A relative may be a live-in aide but must meet all of the requirements listed above.

A live-in aide qualifies for occupancy only so long as the individual needs support services and may not qualify for continued occupancy as a remaining household member.

The income of a live-in aide is not counted as a part of the household income.
Chapter Six

IV. Unit Size

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

- Number of persons
- Relationship of persons
- Gender and age of persons
- Need to avoid overcrowding, maximize the use of space, and minimize the subsidy costs
- Generally, no more than two persons are required to occupy a bedroom.

Roommates/Relationships

The Linkages program generally does not allow for roommates.

However, the Linkages program recognizes that this is a permanent housing project and that over time, participants may enter into relationships, marry or reunite with a partner. The Project will allow a participant to request that an individual move in with them when the individual meets the following criteria:

- Individual plans to live in the unit as their primary residence;
- The individual’s income and resources are available to meet the household’s needs; and
- The two individuals are related either by marriage or operation of law or have otherwise evidence of a stable inter-dependent relationship.

When this is the case, the participant must notify the Support Services Agency, in writing, that an individual meeting the above definition will be moving in with them. The individual does not need to be eligible for the program and is not a program participant. However, Support Services Agency will work to screen the potential occupant in the same manner as the original participant including conducting a criminal record check and landlord references. The individual in question may not move into the unit until such screening is complete and the move has the approval of the HAS & HA; such approval will not be unreasonable withheld.

In addition the Support Services Agency will work with the program participant to obtain landlord approval if required by the lease/occupancy agreement. Any prospective occupant 18 years of age or older must agree to sign a Tenant Responsibility Form. The Housing Administrator will calculate the participant’s new rent based on the combined income of both occupants.

Change in Family Composition

During their participation in the program, participants may experience a change in family composition resulting from circumstances such as birth of a child, reunification with other children, disability, etc. A family in this situation can request approval to move to a larger unit and receive a larger rental subsidy. Families seeking to reunify with their children can work with the SSA to time movement to a larger unit.
Chapter Six

Household Definition and Unit Size

to allow for the reunification prior to the change in custody when the larger unit is a requirement of custody. The HA should track the increased rental payment and its impact on the overall Linkages budget.

When the change in family composition results in the need for a smaller unit, the HA will not evaluate such circumstances, unless requested to by the family, until the annual recertification process.

The change in family composition may impact the tenant’s required rent payment. When such a change would result in a decrease in the tenant payment, the tenant can request and the HA must undertake a recertification of income and rent payment as outlined in Chapter 7. When it would result in an increase in payment, the HA will not initiate the recertification until the scheduled annual recertification process.
Chapter Seven: Income and Asset Information/Rent Calculations

All *Linkages* participants will be required to pay a portion of their income toward rent. For those consumers with zero income, no tenant payment is required. To determine the tenant portion of the rent, the Housing Administrator will conduct an initial income certification. The *Linkages* program uses the same method for calculating household income as the Section 8 Housing Choice Voucher Program as laid out in a regulation 24 CFR Part 5. The regulation is provided in Appendix 14. **it is not permissible for the HA to institute a minimum rent policy for the Linkages program.**

**Determination of Total Tenant Payment**

The Housing Administrator will calculate the tenant’s share of the rent or the Total Tenant Payment. Consistent with 24 CFR Part 5, the participant’s monthly rent will be the higher of: 30 percent of the occupant’s monthly adjusted income, or 10 percent of the occupant’s monthly gross income, whichever is greater. The 10 percent of gross income rule is applicable only when the occupant has an excessive amount of deductions (i.e., in the range of 50 percent of their income); **therefore, a participant’s rent share will generally be 30 percent of their income.**

Monthly adjusted income is the occupant’s annual income less all applicable HUD allowances depending on the age of the individual and medical expenses. Participant income will be calculated in accordance with HUD regulations, using the HUD prescribed form (see Appendix 15).

In addition to verification of income, the Housing Coordinator will require documentation in order to allow adjustments to gross income including documenting medical expenses with bills, canceled checks and/or receipts.

The participant will be notified of their rent share during the orientation and during any annual or interim review.

**Rent Payment**

Payment of rent is one of the most fundamental components of the *Linkages* program. Participants will be required to pay their share of the rent directly to the landlord as outlined in their lease/occupancy agreement. The lease/occupancy agreement will outline when rent must be paid, what form of payment is acceptable (e.g., check, money order). Support Services Agency staff are responsible to work with tenants to ensure that rent is paid according to the lease/occupancy agreement.

**Disability Allowance**

Since Linkages targets households whose head of household has a serious mental illness, it is anticipated that the majority of Linkages participants will be eligible to receive the Elder or Disabled Persons Family Allowance of $400.
Verification of Tenant Income

All Linkages applicants and program participants are required to verify their income at the time of application and at least annually thereafter. Whenever possible, written third-party verification of income will be used. Oral third-party verification may be used but should be followed by written third-party verification when possible. Self-declaration should only be used if there is no other way to verify the information. The applicant will sign a release form at the time of application and at the time of annual review giving the Linkages program authorization to collect all relevant income information.

If third-party verification is not possible, some acceptable alternative methods of income verification including:

- Consecutive pay stubs;
- Notarized self-statement, followed up by oral verification when possible; and
- Other records as are reasonable to be used at the discretion of the Housing Coordinator.

Use of verification other than third-party should be accompanied by written explanation in the participant’s record.

Verifications are valid for 90 days from the date of the verification. For interim re-certifications, only those factors that have changed must be re-verified.

Social Security benefits should always be verified even if the tenant is claiming zero income.

Sample Release forms for Verification of Income included in the appendices.

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. Each of the italicized phrases in this definition is key to understanding the requirements for calculating annual income:

- **Gross amount.** For those types of income counted, gross amounts (before any deductions have been taken) are used;

- **Income of all adult household members.** The Part 5 definition of annual income contains income “inclusions” – types of income to be counted – and “exclusions” – types of income that are not considered (for example, income of minors); and

- **Anticipated to be received.** The Part 5 annual income is used to determine eligibility and the amount of Federal assistance a family can receive. The property or program manager must, therefore, use a household’s expected ability to pay, rather than past earnings, when estimating housing assistance needs.
Whose Income to Count

Knowing whose income to count is as important as knowing which income to count. Under the Part 5 definition of annual income, special consideration is given to income earned by the following groups of people:

- **Minors.** Earned income of minors, including foster children (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, TANF payments and other benefits paid on behalf of a minor) is included.
- **Live-in aides.** If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of the source, is not counted. Except under unusual circumstances, a related person does not qualify as a live-in aide.
- **Persons with Disabilities.** Exclude from annual income certain increases in the income of a disabled member. These exclusions from annual income are of limited duration. The full amount of increase to a qualified family’s annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, the property or program manager is required to exclude from annual income 50 percent of any increase in income. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. This is also called the “earned income disregard”.

Anticipated Income

Part 5 regulations require that the Housing Administrator project a household's annual income. In order to accomplish this, a "snapshot" of the household's current circumstances can be used to project future income.

Housing Administrators can then assume that a household's current circumstances will continue for the next 12 months, unless there is verifiable evidence to the contrary.

For example, if a head of household is currently working for $7.00 per hour, 40 hours per week, the Housing Administrator should assume that this person would continue to do so for the next year. Thus, estimated earnings for this person would be $7.00 per hour multiplied by 2,080 hours, or $14,560 per year.

As a general rule, this method should be used even when it is not clear that the type of income currently received will continue in the coming year.

For example, assume a household member has been receiving unemployment benefits of $100 per month for 16 weeks at the time the manager is determining their income. It is unlikely that the person will continue on unemployment for another 52 weeks. However, because it is not known whether or when the person will find employment, the manager should use the current circumstances to anticipate annual (gross) income. Income for this person would therefore be $100 per week x 52 weeks, or $5,200.

The exception to this rule is when documentation is available or provided that shows current circumstances are about to change. For example, an employer might report that an employee currently makes $7.50 an hour, but a negotiated union contract will increase this amount to $8.25 an hour eight weeks from the date of assistance. In such cases, income can be calculated based on the information provided. In this example, this household member’s income would be:

\[
\begin{align*}
$7.50/\text{hour} \times 40 \text{ hours/week} \times 8 \text{ weeks} &= $2,400 \\
$8.25/\text{hour} \times 40 \text{ hours/week} \times 44 \text{ weeks} &= $14,520 \\
$2,400 + $14,520 &= $16,920
\end{align*}
\]
Chapter Seven

Income and Asset Information/Rent Calculations

- **Temporarily absent family members.** The income of temporarily absent family members is counted in the Part 5 definition of annual income – regardless of the amount the absent member contributes to the household. For example, a construction worker employed at a temporary job on the other side of the state earns $600 per week. He keeps $200 per week for expenses and sends $400 per week home to his family. The entire amount ($600 per week) is counted in the family’s income;

- **Adult students living away from home.** If the adult student is counted as a member of the household in determining the household size, the first $480 of the student’s income must be counted in the family’s income. Note, however, that the $480 limit does not apply to a student who is the head of household or spouse (their full income must be counted); and

- **Permanently absent family members.** If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.

**Types of Income to Count**

At its most basic level, the Part 5 definition of annual income is made up of the types of household income that are:

- Included in the definition of (“inclusions”)
- Excluded from the definition (“exclusions”)

Charts D and E (see Appendix 15) provide a comprehensive list of income that is included and excluded from calculations of annual income under Part 5. This list comes directly from the Federal regulations at 24 CFR 5.609. HUD updates this list when changes are made by Congress. Program administrators generally are expected to implement changes within 60 days of publication in the Federal Register. Search the Federal Register for changes to the Part 5 definition of annual income.

**Assets**

In general terms, an asset is a cash or non-cash item that can be converted to cash. Chart F (Appendix 15) summarizes items that are and are not to be considered assets. (Note: it is the income earned – e.g., interest on a savings accounts, not the value of the asset that is counted in annual income.)
Actual Income from Assets
Assets can generate income, and for the purpose of determining an applicant’s income, the actual income generated by the asset (e.g., interest on a savings or checking account) is what counts, not the value of the asset. The income is counted, even if the household elects not to receive it. For example, if an applicant elects to reinvest the interest or dividends from an asset, it is still counted as income.

As with other types of income, the income included in annual income calculation is the income that is anticipated to be received from the asset during the coming 12 months. Several methods may be used to approximate the anticipated income from the asset. For example, to obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account. Alternatively, if the value of the account is not anticipated to change in the near future and the interest rate has been stable, a copy of the IRS 1099 form showing past interest earned can be used.

Many managers are surprised to learn that checking account balances (as well as savings account balances) are considered an asset. This rule is not intended to count monthly income as an asset, but rather, is recognition that some households keep assets in their checking accounts. To avoid counting monthly income as an asset, managers should use the average monthly balance over a six-month period as the cash value of the checking account.

Expenses

Dependent allowance
$480 is allowed for each household member for each household member who is 17 years or younger, disabled, or is a full-time student. The head spouse, foster child or adult live-in attendant, unborn child or child that has not joined the family are never counted as dependents.
A full-time student is defined as an individual carrying a full-time course load and is enrolled in a certificate or degree program at an institution.

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

1) Care is necessary to allow a family member to go to work or school,
2) No adult household member capable of providing care is available,
3) Expenses are not paid to a family member living in the unit,
4) The expense is not reimbursed by an agency or individual outside the household, and
5) Amount deducted reflects reasonable child care expenses and does not exceed the amount earned by a working family member.

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

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

**Medical Expenses**

S+C participants are eligible for a medical expense deduction due to their disabled status. The medical expenses of all family members are counted.

Medical expenses include all expenses anticipated to be incurred during the 12 months following certification/re-certification, which are not covered by an outside source, such as insurance.

They may include:
- Services or doctors and health care professionals
- Services of healthcare facilities
- Medical insurance premiums or cost of an HMO
- Prescription or non-prescription medicines
- Transportation to treatment
- Dental expenses
- Eyeglasses, contact lenses, hearing aids and batteries
- Live-in or periodic medical assistance such as nursing services, assisted animal and its upkeep
- Monthly payment on accumulated medical bills
- Medical care or a permanently institutionalized family member only if his or her income is included in the annual income
- Long-term care insurance premiums

Anticipated medical expenses may be based on the medical expenses the family paid in the 12 months preceding the certification less any one time non-recurring expenses.

The allowable medical expense deduction is that portion of the total medical expenses in excess of 3 percent of the total gross annual income.

**Disability Allowances**

**Allowance for Disabled Household Member**

 Owners may deduct anticipated cost for attendant care and/or auxiliary apparatus for disabled family members that exceed 3 percent of annual income if such expenses:
Chapter Seven

Income and Asset Information/Rent Calculations

1) Enable one or more family members to work
2) Are not reimbursed by an agency or individual outside the household
3) Are not paid to a family member living in the unit and
4) Do not exceed the earned income of the household member enabled to work.

Attendant care includes: homecare, housekeeping and errand services, interpreter service, etc
Auxiliary apparatus includes: wheelchairs, ramps, adaptation to vehicles, special equipment, etc if directly related to allowing the disabled person or other family member to work.

**Assets Do Not Include**

1) Personal property not held as an investment.
2) Assets that are a part of an active business or farming operation. Note: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the tenants’ main occupation.
3) Assets a tenant legally owns but are not accessible by the tenant (e.g., a battered spouse owns a home with her husband, but because of the domestic situation, she receives no income from the asset and cannot convert it to cash).
4) Assets that are not effectively owned by the applicant (i.e., when asset is held in tenant name); however,
   a) Asset and income from the asset accrue to someone else; and
   b) That other person is responsible from paying taxes on the income;
   c) Not to be confused with joint ownership.
5) Value of life insurance policies.

The Income Calculation Form found in Appendix 5 can be used and retained in Participant files with back up documentation.
A key component of the Linkages program is renting housing units from private landlords in the community. Linkages must assure that the rents charged by these private landlords are comparable to other rents in the community and do not exceed reasonable market standards for quality, affordable housing. This chapter outlines how the Housing Administrator will ensure that unit rents meet program requirements.

**Unit Rent Amount**

Linkages involves renting housing units from landlords in the private housing market. Program regulations restrict how much rent a private landlord can charge for rent if they want to participate in Linkages.

Essentially there are two guidelines that must be followed in order to approve the rent a landlord wants to charge for a particular housing unit.

**Guideline 1: Rent Reasonableness**

The Housing Administrator must ensure that rents are reasonable in relation to comparable units. Comparability should consider location, size, type, quality, amenities, facilities, and management services. If the owner has both assisted and unassisted units, assisted rents may not exceed the unassisted rents. Specifically, program operators must determine whether the rent being charged for an assisted unit is both:

- Reasonable in relation to rents being charged for comparable unassisted units with similar features and amenities; and
- Not more than rents currently being charged by the same owner for comparable unassisted units.

In order to determine comparability, the Housing Administrator will conduct a rent reasonable review for the units to be funded by Linkages. This review would look at units or buildings with similar features and characteristics in the same neighborhood as the subject unit and obtain information on what rents are being charged for those comparable units.
Chapter Eight

Rent Amount/Utility Allowance/Security Deposit

Sample Rent Reasonableness Review

A Linkages participant wants to rent a 0-bedroom unit in the Shady Hill neighborhood of the town that is located in a building with four other units, laundry facilities, and the unit has an eat-in kitchen. The Housing Administrator will need to try to identify similar units in the Shady Hill neighborhood and determine what rent is being charged for those units.

Below is an example of a completed rent reasonableness chart for the Shady Hill example.

<table>
<thead>
<tr>
<th>1. Address</th>
<th>Unit #1</th>
<th>Unit #2</th>
<th>Unit #3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>19 Jones Ave.</td>
<td>15 Center St.</td>
<td>7 Adams Rd.</td>
</tr>
<tr>
<td>2. Square Feet</td>
<td>550 SF</td>
<td>575 SF</td>
<td>580 SF</td>
</tr>
<tr>
<td>3. Number of BRs</td>
<td>0 BR</td>
<td>0 BR</td>
<td>0 BR</td>
</tr>
<tr>
<td>4. Location: Accessibility to Services</td>
<td>Shopping Park</td>
<td>Shopping</td>
<td>Shopping</td>
</tr>
<tr>
<td>5. Unit Type</td>
<td>Studio</td>
<td>Studio</td>
<td>Studio</td>
</tr>
<tr>
<td>6. Quality – Meets Standard</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Amenities (List)</td>
<td>Air Conditioning</td>
<td>Cable TV Hookup</td>
<td>None</td>
</tr>
<tr>
<td>8. Facilities (List)</td>
<td>Laundry</td>
<td>Laundry</td>
<td>None</td>
</tr>
<tr>
<td>9. Date Built</td>
<td>1960</td>
<td>1956</td>
<td>1973</td>
</tr>
<tr>
<td>10. Mgmt. &amp; Maint. Services</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>11. Gross Rent (including utilities)</td>
<td>$410</td>
<td>$405</td>
<td>$400</td>
</tr>
<tr>
<td>12. Allowance for tenant supplied utilities</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>13. Fair Market Rents</td>
<td>$413</td>
<td>$413</td>
<td>$413</td>
</tr>
</tbody>
</table>

In this example, the reasonable rent for a 0-bedroom unit in this area would range from $400 to $410 per month.

The grantee or sponsor should keep documentation that demonstrates rent reasonableness. HUD has created a suggested rent reasonableness checklist form to document the review. (See Appendix 16 for the Rent Reasonableness Checklist.)

Guideline 2: Fair Market Rent

Linkages funding is based on the FMRs as established by HUD, which are updated annually. Annual FMRs can be obtained at http://www.huduser.org/datasets/fmr/fmr2008p/FY2008P_FMR_SCHEDULEB.pdf.

Although projections are based on the FMRs, Linkages will allow rents (including utilities) of up to 110 percent of applicable Fair Market Rent (FMR) or the rent shown to be ‘reasonable’ for the area in which the apartment is located.

MFA expects the HA to be aggressive in negotiating the best rent. Securing the lowest possible rents will result in savings for the program and thus allow more people to be served by the Program.

Linkages Permanent Supportive Housing Plan: Program Policies and Procedures
Chapter Eight

Rent Amount/Utility Allowance/Security Deposit

When an HA determines a reasonable rent that exceeds 110 percent of FMR, the HA must seek a waiver from the MFA. MFA can authorize a waiver of the FMR limit (i.e., exceed 100 percent) when it is determined that local housing conditions and/or tenant housing needs would unduly delay or prevent the tenant from securing a unit. Rents exceeding FMR when approved via a HA waiver, must still meet rent reasonableness standards. When a waiver is approved, the HA must notify the SA as this will affect overall regional budget. To request a waiver the HA should submit a written request to:

Name: Richard Chavez  
Agency: The New Mexico Mortgage Finance Authority  
Address: 344 4th Street SW  
Albuquerque, New Mexico 87102  
Phone: (505) 767-2270

Utility Allowance

Housing Administrators are encouraged to work with landlords to include the utilities in the rental amount. If a landlord is willing to include the utilities in the rental amount, the Utility Allowance is $0. If, however, a landlord is not willing to do so, a Utility Allowance can be included in the rental calculations when determining Tenant Rent and Assistance Payment. Housing Administrators should use their standard Utility Allowances or the ones approved by the local housing agency.

Either the tenant or the HA may assume responsibility for the payment of the utility allowance to the respective utility company. It is the responsibility of the Housing Administrator to develop a written policy regarding this issue to ensure consistency with all program recipients under the Housing Administrator’s jurisdiction. Housing Administrators should work with each landlord and participant to ensure that the utility deposit required is the most cost effective that can be achieved. Program funds can be used to cover utility deposit payments.

Once a tenant has selected an apartment, and the apartment has passed a certified HQS inspection and is within the ‘Rent Reasonable’ range, the Rental Calculation Form must be completed.

Example:

- Round to the nearest whole dollar. For example at .49 cents and below round down to the nearest whole dollar, at .50 cents and above round up to the nearest whole dollar.
- Mary has selected an apartment that is $400/month.
- Electricity is not included.
- Given her household size, the jurisdictional Utility Allowance is $30 per month for electricity.
- The unit has an electric stove, giving an additional allowance of $10. The total Utility Allowance in this case is $40 ($30.00+$10.00).
- Her income is $550 per month.
- The Total Tenant Rent (30 percent of her adjusted income) is $153.00; therefore, her rent payment after the Utility Allowance is: $113 ($153.00-$40.00).
- The Rental/Housing Assistance Payment (HAP) is $287 ($400.00-$113.00).
Security Deposit

A landlord may charge a reasonable deposit from a tenant, which may be used to cover the cost of any damages caused to the premises by the tenant during the term of residency. (New Mexico Law §47-8-18). Under an annual lease or occupancy agreement, if the landlord receives a deposit from the tenant in an amount greater than one month’s rent, the landlord is required to pay the tenant annually interest equal to the passbook interest permitted to savings and loan associations in New Mexico on such deposit. §47-8-18(A)(1). Under the terms of a lease or occupancy agreement for less than one year, the owner cannot demand or receive a deposit that is more than the amount of one month’s rent. §47-8-18(A)(2).

When the lease or occupancy agreement calls for a security deposit and the tenant does not have the means to pay the security deposit, Linkages resources are available to pay the security deposit in whole or in part.

When a tenant vacates a housing unit, the landlord may apply the deposit toward the payment of rent owed to the landlord and the amount of damages that the owner has suffered through the tenant’s noncompliance with the rental agreement and/or obligations under the Uniform Owner-Resident Relations Act. The deposit should not be retained to cover normal wear and tear. §47-8-18(C). Normal wear and tear is deterioration that occurs based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises. §47-8-3(J). Uncleanliness is not normal wear and tear. §47-8-3(J). The landlord must provide the tenant and Housing Administrator with an itemized written list of the deductions from the deposit and the balance of the deposit, if any, within thirty days of the date of termination of the rental agreement or the tenant’s departure, whichever is later. §47-8-18(C).

If the landlord fails to provide the tenant and Housing Administrator with such written statement and to refund the balance of the deposit within thirty days of termination, the landlord forfeits the right to withhold any portion of the deposit, forfeits the right to assert any counterclaim in any action brought by the tenant or Housing Administrator to recover the deposit, is liable for the tenant’s court costs and attorneys’ fees, and forfeits the right to assert an independent claim against the tenant for damage to the rental property. §47-8-18(D). A landlord who retains a deposit in bad faith is also liable for a $250.00 civil penalty, which is payable to the tenant. §47-8-18(E)

Relocation to another Unit

Linkages strongly encourages the SSA and HA to work with consumers to identify an initial housing unit that best meets the consumer’s needs in terms of location, housing type, amenities, and service needs. At times, it may be determined that the initial unit may not be appropriate in terms of client service needs and safety. When the SSA determines for consumer safety or relevant service needs, that a consumer should move to another unit prior to the end of the lease term, Linkages can approve this request to relocate the consumer. In such cases where the SSA determines the move is justified, Linkages funds can be used to pay for a new security deposit, utility deposits, or application fees. In general, with SSA approval, each consumer can be approved for one relocation using Linkages resources. The HA and SSA need to track such moves as they relate to the overall budget. . .
Linkages seeks to ensure that all program participants reside in units that provide for their health and safety. As such, Linkages has adopted the U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) health and safety regulations. All units receiving a Linkages rental subsidy must meet HQS standards. This chapter outlines how the Housing Administrator can determine whether units meet Housing Quality Standards.

**Initial**

The Housing Administrator must ensure that an inspection is conducted by an HQS trained inspector or co-signed by an HQS certified inspector prior to a tenant moving into a unit. Tenants cannot move into units until the unit has passed HQS. Assistance will not be provided for units that fail to meet the HQS. Owners of units that fail to meet HQS will be given 30 days to correct any deficiencies and then the HA will reinspect to see that all deficiencies have been corrected.

The HQS long form 52580-A must be utilized on initial inspections (Appendix 17).

**Annual**

Inspections must occur at least annually for all Linkages subsidized units.

The HQS short form 52580 can be utilized on subsequent annual inspections (Appendix 18). The short form should also be utilized for re-inspections resulting from referrals or requests made by persons including but not limited to: the program recipient, landlord, case workers, or other service and/or housing providers.

All inspections should be conducted with the landlord or management agent present. Inspections should be conducted three months prior to the Certification Date.

**Move-Out**

An HQS inspection must be conducted after a tenant moves out of a unit to determine the condition of the unit. This will aid an agreement with the landlord about what is considered damage or what is considered to be normal wear and tear. The tenant and Support Services Agency staff should be present at the inspection if possible. See Sample Move out form in Appendix 19.

HQS forms expire periodically as HUD does updates. If the form above is expired refer to the HUD website (www.hud.gov/forms) for the most recent form.
The Linkages program may include families with young children who can be adversely affected by the exposure to lead paint. This chapter outlines the Housing Administrator’s responsibilities regarding lead paint.

**Lead Paint Policy**

**Inspections**

The Lead-Based Paint section of the HQS applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities. (24 CFR 35.1200)

All units as described above will be inspected for Lead-Based paint deterioration as defined in HQS form 52580-A. Procedures as written in section 1.9 of HQS form 52580-A will be followed for needed corrections.

Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

Please refer to 24 CFR 35.1200 and the “Interpretive Guidance, The HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally owned housing being sold (24 CFR Part 35)” if further information is needed.

**New Households**

If the dwelling unit occupied or to be occupied by families or households will have or expect to have one or more children of less than 6 years of age:

- Inform the head(s) of household about lead hazards often present in housing in the State of New Mexico.
- Provide the subsidy recipient with “Protect Your Family From Lead in Your Home?” in Appendix 20.
- Advise family to look for housing in buildings built after 1978 or housing that has been recently rehabilitated.
- Advise family to look for housing that is free from peeling, chipped paint not only inside the unit, but also in building common areas and outside where children will play.
- Pay particular attention when conducting initial and also annual HQS inspections in units that will be (or are) occupied by households with children ages six and under. HA staff performing the HQS inspection must evaluate not only the interior of the unit, but also the exterior and common areas of the building, especially areas where children may play.
Chapter Ten

Lead Paint Requirements

- Obtain copy of signed “Lead Disclosure Statement” from the Landlord to keep in the tenant file, both initially and at the annual re-certification.

HUD has an extensive website with the history and regulations surrounding lead based paint. Please see website below.

Welcome to the Office of Healthy Homes and Lead Hazard Control - HUD
(http://www.hud.gov/offices/lead/)
Linkages is a permanent supportive housing program that seeks to provide participants with the rights and the responsibilities of tenancy. Since it is anticipated that many program participants will have either little or poor histories as tenants, the program will require each participant to sign a Tenant Responsibility Agreement as a way to ensure that the tenant has been informed of all his/her rights and responsibilities. The Support Services staff will work with the tenant to uphold their responsibilities as outlined in the document.

The Tenant Responsibility Agreement form must be completed during the initial certification and at the annual re-certification. The Tenant Responsibility Agreement form is attached and is also located in Appendix 11 section of this manual.

In addition, participants will be asked to sign a Program Participation Agreement outlining more specific expectations regarding rights and responsibilities of being in the program. This is included in Appendix 12.
Linkages

Tenant Responsibility Agreement

Tenant: __________________________________ HA: ___________________________________

Support Services Agency: _______________________________________________________

1. Rent Payments: Rent is due the 1st of each month. The Tenant’s rent is paid to _________________.
   If the Tenant does not pay the rent to ________________, the landlord/property manager will have the
   right to begin eviction by giving the Tenant a notices as specified in New Mexico Landlord Tenant Law.
   The Linkages Program will not pay the Tenant’s portion of the rent.

2. Disturbing the Peace: The Tenant agrees not to cause or allow on the premises any excessive nuisance,
   noise or other activity that disturbs the peace and quiet enjoyment of neighbors or other tenants in the building or
   violates any state law or local ordinance.

3. Certification: Tenant will report all current income for every member of the household, provide verification
   of all income, report the names of all individuals living in the unit, and notify _______________________
   (HA) of household income and/or household composition during initial certification and subsequent
   recertification. Tenant will comply with annual and/or interim re-certification procedures including but not
   limited to: verification of household composition and income and completing releases of information. If the
   tenant submits false information on any application, certification or re-certification and/or does not report
   changes in household income or size, the tenant may be subject to legal action, collection activity, and/or
   immediate termination from the Linkages program. Intentionally submitting false or incomplete
   information may be punishable by up to 10 years imprisonment.

4. Visitor/Household Member: Linkages considers any individual(s) who stays in the unit for fourteen (14)
   days or more per month to be a member of the household. Any failure to report such individual(s) to
   ______________________ (HA) may result in legal action, collection activity, and/or immediate
   termination from the Linkages program.

5. Security Deposits: Linkages may pay the full security deposit on a unit. The Tenant will be responsible to
   pay for any damages that occur during their tenancy. If the Landlord does not return the Security Deposit
   paid by Linkages after tenant moves out, due to some fault of the Tenant (i.e., damages, breaking the lease,
   unpaid rent), then Linkages will not pay another Security Deposit for the Tenant for another apartment
   unless repayment is made on the initial Security Deposit. Transfers to another HA sponsored subsidy
   source and/or Section 8 requires repayment of Security Deposit and/or other charges, including but not
   limited to past due rent and damages.

6. Unit Concerns: If there is a problem or concern after the Tenant has moved into the unit, it is the Tenant’s
   responsibility to contact the landlord. If the Tenant is not successful in having the matter resolved to their
   satisfaction, then the Tenant should contact their HA Representative for assistance.

7. Moving: In accordance with the Lease or Rental Agreement, a tenant may move from the current unit to
   another unit only if a thirty-day (30 day) written notice has been submitted by the first day of the month
   previous to the move, to both the landlord and HA.

8. Continuing Assistance: If Tenant leaves an apartment and wants to continue to receive assistance from
   Linkages, the Tenant must keep the HA Representative informed of such plans. If the Tenant leaves an
   apartment and does not move into another apartment with Linkages assistance within 30 days, and does not
maintain contact with their LAA Representative, the tenant will be terminated from the S+C assistance. After that 30-day period, the tenant will need to reapply for S+C assistance, if reinstatement is desired.

9. Eviction: If a tenant is evicted from a Linkages subsidized unit, the tenant may be terminated from the Linkages.

10. Building Rules: Tenant agrees to follow the terms and conditions of the Lease or Rental Agreement between the Landlord and Tenant. Tenant also agrees to abide by all building rules and guidelines set by manager/owner of the building.

11. Debt Repayment: Tenants who owe any HA administered housing subsidy for back rent, damages, security, etc., may be considered for admission to any HA administered housing subsidy program providing that one of the following minimum criterion has been met:
   - 50 percent of account balance must be paid before move in and/or unit transfer. The remaining balance must be paid over a term not to exceed 12 months with a documented payment plan; or
   - Establishment of a Representative Payee and a documented payment plan not to exceed 12 months; or
   - Charges have been adjudicated through the Linkages Appeals or Grievance Process.
Failure to meet at least one of the above criterions will result in program in-eligibility and termination of rental assistance.

12. Problem Solving Options: If a problem related to your Linkages subsidy exists you can seek to solve it in several different ways. You have the right to use the formal Linkages Appeals or Grievance process if you are dissatisfied.

13. Monthly in-home site visit: The tenant agrees to schedule and permit one in-home monthly site visit with a representative of the Support Services Agency. During this site visit the tenant will allow the Support Services Agency staff to complete a monthly checklist. Failure to allow a monthly site visit can result in termination of the Linkages subsidy.

I/WE, ________________________________________________ have read or have had the above information read to me and understand this Agreement. I understand that any violation of this Agreement may be cause for legal action, collection activity, and/or eviction, and/or immediate termination from the Linkages program.

____________________________________________________  ________________________________
Tenant                                               HA Representative

______________________________  ____________________
Date                                        Date

____________________________________________________
Support Services Agency Representative

______________________________
Date
The program will utilize a form of the Housing Assistance Payments Contract (HAP contract) to issue payment for the rental assistance under the Linkages Program.

As previously described, the Linkages rental assistance is administered by the Housing Administrator (HA), which may include a Public Housing Authority or a non-profit housing organization. The HAP contract is an agreement between the HA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

2) Part B Body of contract
3) Part C Tenancy addendum

The Housing Administrators will use a prescribed HAP form provided by MFA. This HAP form is located in Appendix 21. Modification of the HAP contract is not permitted.
Linkages seeks to provide permanent supportive housing for eligible participants. Linkages resources are not being well utilized if units are subsidized in which the approved consumer is absent for long periods of time and not utilizing nor benefiting from the subsidized housing unit. The program recognizes there are times when it may be necessary for an individual to leave their current housing. At these times, the program will work toward a satisfactory resolution for both the tenant and the landlord in the hopes of keeping both the tenant and landlord engaged in the program. This Chapter defines vacancies and outlines when vacancies can be subsidized through the program.

**Occupancy Agreements**

Participants must execute an initial lease/occupancy agreement for a term of at least one-month, automatically renewable upon expiration, except on prior notice by either the tenant or the landlord.

**Temporary Vacancies**

*Less than 30 Days*

At times a participant may be vacant from a unit on a temporary basis. This “Temporary Vacancy” includes brief absences such as visiting family, vacationing, jail time, short hospitalization, etc. A vacancy is considered temporary if it does not exceed 30 days in length. Linkages payments will be made during these temporary vacancies. Tenants are responsible to ensure their payment of rent during these temporary vacancies.

*Approved Absence Greater than 30 Days*

When a tenant must be vacant from a unit for more than 30 days related to treatment needs, Linkages subsidies may continue for a period not to exceed 90 days per occurrence. In cases of treatment related temporary absences, tenants or the Support Services Agency must notify the landlord and the Housing Administrator in writing. Such written notification should include anticipated period of absence from the unit. The Support Services Agency is not required to give the specific reason for the individual vacating the unit nor is the tenant obligated to divulge medical or psychiatric information. However, the Support Services Agency must determine whether the tenant can pay its share of the rent during these periods and if not, inform the Housing Administrator to increase the rental subsidy portion during this specified period of time to cover 100% of the rent.

**Vacancy Policy**

Participants will be required to provide their landlord, the Support Services Agency, and the Housing Administrator of their intention to leave a housing unit by providing a written 30-day notice. The notice must inform the Housing Administrator and Support Services Agency if the participant intends to remain in the Linkages program but find another unit or if the participant is leaving the Linkages program entirely. As outlined in Chapter 8, relocating to another unit prior to the end of the lease must be approved by the SSA and approval should be based on the consumer’s service and safety needs. When a
family needs a larger unit due to a change in family composition, the family can negotiate breaking the lease with the landlord and move to a larger unit.

If a participant in the program vacates a unit for more than 30 days for any reason without giving a 30-day written notice to both the HA and the landlord the assistance payment for the unit may continue for a maximum of 30-days from the end of the month in which the unit was vacated. If the tenant returns to their unit before the last day of the assistance payment the program will continue to provide the subsidy.

In cases where the tenant must leave the unit prior to giving a 30-day written notice, a mutual decision must be agreed upon by the landlord, tenant and Housing Administrator to allow the tenant to leave with less than a 30 day notice.

**Abandonment of Apartment**

A consumer is considered to have abandoned a unit when they are vacant from that unit for more than 30 days without notice. In cases of abandonment, the SSA should make a good faith effort to contact the consumer and send the consumer a notice that they are considered to have left the program and the apartment. Landlords can dispose of the tenant’s possessions in accordance with the HAP and New Mexico law.

**Moving**

As stated in Chapter 8, tenants are expected to remain in their unit until the end of the lease term unless a move is justified by safety or service needs. A participant may move from a current unit to another unit at the end of the lease term, only if a 30-day written notice has been submitted by the first day of the month previous to the move to both the Housing Administrator and the landlord. [See Chapter 14, subsidy portability for additional information/restrictions regarding moving] The household will be responsible for the payment of any security deposit, application fees, utility deposits and relocation related expenses.

If a participant leaves a unit at the conclusion of a 30-day notice and wishes to continue to receive assistance the participant must keep the Housing Administrator informed of such plans. If the participant does not locate another acceptable unit (HQS, Rent reasonableness) within 30-days and does not maintain contact with the Housing Administrator, the tenant will be terminated from the program. [See Appendix 19 Move-Out letter and appeals]

**Eviction**

If a tenant is repeatedly given notices to quit from multiple subsidized units for not paying their rent, damaging the unit, harassing other tenants or continuing to break established rules despite prior warnings the tenant may be terminated from the Linkages program.

If a tenant does not leave in a cooperative manner, then it may be necessary for the landlord to evict the tenant. If this occurs, the tenant may be terminated from the Linkages program.
The Housing Administrator will continue to work with the landlord and tenant toward the least disruptive departure possible. The Program will continue to pay the housing assistance portion of the rent as long as the individual is a program participant and in accordance with the Assistance Payments Contract. The tenant will also be responsible for their portion of the rent until the unit is vacated and will be responsible for reimbursing the program for any damages deducted from the security deposit.

**Death**

The Housing Administrator, Support Services Agency and VO will work with the landlord to determine if the unit will be re-rented to another program participant. If the unit will be rented to another program participant, the Housing Administrator can make vacancy payments to retain the unit for the remainder of the current month and the following month in order to identify and lease the unit to the next Linkages participant.

Surviving member(s) of a household have a right to rental assistance until the end of the second month (60 days) following the eligible tenant’s death (e.g., if individual dies in March rental assistance available through May). The surviving members can negotiate with the landlord to remain in the unit without the rental assistance. If an adult surviving family member meets program eligibility criteria (income and disability the subsidy can be transferred to their name as the head of household and be continued in accordance with program regulations.
The Linkages Program understands that individuals and families may at times desire or be required to move out of the Linkages region in which they are living to another community. To maintain the integrity of the Linkages program, all program participants will be required to live within the jurisdictions in the State of New Mexico that are current participants in the Linkages program. Individuals or service providers can contact the MFA for a current list of eligible jurisdictions. Participants can transfer from one Linkages jurisdiction to another as long as Linkages is operational.

This policy cannot be waived. Participants cannot continue to receive Linkages rental assistance if they move to other non-Linkages communities.

Participants who seek to move from one Linkages jurisdiction to another must notify both the Housing Administrator and the Support Services Agency. The Housing Administrator and Support Services Agency will work with their counterparts in the new region to initiate and finalize the transfer of the consumer to the new region.
The Housing Administration will request reimbursement for eligible Linkages expenses in a monthly basis according to the HAP contract (see Appendix 21). HA’s should use the Payment Request form located in Appendix 23.

Questions regarding payments or reimbursements should be directed to:

<table>
<thead>
<tr>
<th>Name: Richard Chavez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency: The New Mexico Mortgage Finance Authority</td>
</tr>
<tr>
<td>Address: 344 4th Street SW</td>
</tr>
<tr>
<td>Albuquerque, New Mexico 87102</td>
</tr>
<tr>
<td>Phone: (505) 767-2270</td>
</tr>
</tbody>
</table>
Since *Linkages* is a permanent supportive housing program, it is anticipated that certain participants will remain in the program for more than one year. As such, the program requires recertification of the person’s income to determine tenant rent payment for the next 12 month period.

**Annual Re-Certifications**

All tenants must be reviewed and re-certified for assistance annually. The re-certification date for an annual certification is one year from the original certification date, effective the first day of the month that the tenant began receiving assistance. For example if the tenant was admitted January 3, 2008 then the re-certification effective date is January 1, 2009. When processing re-certifications, the HA needs to complete re-certification in a timely and efficient manner. The steps are as follows:

1) 1st Notice - send 90 days in advance of the re-certification anniversary date. The notice must state that the tenant has until the 10th of the month preceding the anniversary date to contact the office to begin re-certification. (See Appendix 22, Sample Letters)

2) 2nd Notice – send approximately 30 days after the previous notice to tenants who have not responded. Content is the same as the 1st notice in addition to stating that if the tenant does not respond by the 10th of the month preceding the anniversary date, the owner may suspend assistance payments on the re-certification date. (See Appendix 22, Sample Letters)

3) 3rd Notice/Notice of Intent to Terminate – is give on the first of the month preceding the anniversary date to tenants who have not yet responded. The Notice must state that the tenant has 10 days to re-certify. If the tenant does not respond within those ten days, assistance may be suspended or terminated, and the rent may be increased to market effective on the re-certification anniversary date, with no 30-day notice of increase. (See Appendix 22, Sample Letters)

4) Meet with the tenant and obtain information on their current income.

5) Verify all information in writing, via third party or tenant affidavit.

6) Calculate tenant’s rent and assistance payment by completing the *RENT CALCULATION FORM*. (See Chapter 7, Rental Calculations)

7) Provide written notice to tenant of any change in rent, giving at least 60 days notice for rent increases unless the tenant is late in responding to re-certification notices.

8) Perform an annual inspection of the unit to ensure HQS compliance. (See Chapter 9, Housing Quality Standards)

9) If HA and tenant both comply with requirements, changes in tenant rent and assistance payment are both effective on the anniversary date.

10) Send a HAP Amendment to the landlord, tenant and applicable providers.

All notices referenced above must be copied to the Support Services Agency.
Housing Administrator Late

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

Tenant Late

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

If the tenant complies with the re-certification requirements after the 10 day period stated in the 3rd Notice, but before the anniversary date, the tenant is considered late but may be re-certified effective retroactively to the anniversary date.

Tenants who respond after the 10th of the month preceding the anniversary date but before the anniversary itself should be asked why there was a late response. If there are extenuating circumstances such as hospitalization or family emergency that prevented the re-certification then the assistance may not be suspended. The new tenant rent is effective on the date noted in the 30-day notice.

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

Interim Recertifications

Interim recertifications will only be required when requested by the tenant due to changes in tenant circumstances (e.g., reduction or loss of income; increase in family composition) that would result in a reduction in the tenant payment of rent. Programs will not be allowed to conduct an interim recertification that would result in the tenant having a higher rental payment obligation (e.g., increased income).

When requested by the tenant, Housing Administrators can conduct the interim recertification following annual recertification protocols outlined above.

In circumstances where an interim recertification has been conducted, the next annual recertification date remains consistent on the anniversary date of the original certification.
This chapter outlines conditions for when a Linkages subsidy can be terminated.

**Termination**

Rental Assistance may be terminated if a participant violates conditions of occupancy. Program regulations recommend however that the Housing Administrator and SA exercise judgment and take into consideration extenuating circumstances so that participants are only terminated for the most serious rule violations.

If termination is necessary, the Housing Administrator must provide a 30-day written notice to the landlord and client, (copy to the SA and Support Services Agency) containing a clear statement regarding the reason for termination and an opportunity for appeal. If an individual chooses to appeal, assistance must continue through the entire appeals procedure. (See Appendix 7, Termination Letter).

A termination form must be completed for each participant leaving the program. Ideally, this form is done within 30 days of the participant’s exit.

When the tenant has knowingly committed or consents to another person in the unit or premises to knowingly commit a substantial violation, the Housing Administrator can terminate the subsidy with less than 30 days.

According to Section 47-8-3(T), only the following are considered substantial violations of the rental agreement or rules and regulations when done knowingly by the resident or with the resident’s consent, and when done on the premises or within three hundred feet of the premises:

1) Possession, use, sale, distribution or manufacture of a controlled substance, excluding misdemeanor possession and use;
2) Unlawful use of a deadly weapon;
3) Unlawful action causing serious physical harm to another person;
4) Sexual assault or sexual molestation of another person;
5) Entry into the dwelling unit or vehicle of another person without that person’s permission and with the intent to commit theft or assault;
6) Theft or attempted theft of property by use or threatened use of force; or
7) Intentional or reckless damage to property in excess of one thousand dollars.

In such circumstances when a substantial violation has occurred the Housing Administrator can give the tenant a 3 day notice that the subsidy will be terminated. In cases of substantial violation, it is recommended that the Housing Administrator work with the landlord regarding the termination of subsidy and any potential action on the part of the landlord in carrying out the lease/occupancy agreement.
Nondiscrimination Policy

The Linkages Program does not discriminate on the bases of race, color, religion, gender, sexual preference or disability. The program complies with local, state and federal laws regarding fair housing and nondiscrimination including but not limited to:

- Title VIII of the Civil Rights Act of 1968
- 1982 Civil Rights Act of 1866
- 1981 Civil Rights Act of 1866
- Rehabilitation Act of 1973
- Fair Housing Act
- Americans with Disabilities Act

Reasonable Accommodations

In accordance with state and federal requirements, the Linkages program provides reasonable accommodations for people with disabilities. The Reasonable Accommodation Policy is on the attached page.

In the appendices is a form that may be used to request a reasonable accommodation. However, the program will accept requests for accommodations whether this form is used, an applicant or participant makes a verbal request or an applicant or participant makes a written request in another format.

Linkages Housing Administrator and Service Administrator staff will offer accommodations when they believe such may be necessary to assist a participant in fully participating in the program or maintaining compliance with the Lease/Occupancy Agreements, Participation Agreements, or other program requirement. Reasonable accommodations are provided on a case-by-case basis.

The Housing Administrator and/or Service Administrator will respond in writing to requests for accommodations. The Housing Administrator and/or Service Administrator will respond to requests within five business days.

A written request for a reasonable accommodation must include reliable disability related information that:

- Verifies that the individual has a disability that falls under the Fair Housing Act and
- Describes the needed accommodation and
- Shows an identifiable relationship between the requested accommodation and the individual’s disability

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

General Program Policies

**Linkages** will reference the Reasonable Accommodation Policy in other documents. For example, a termination letter should clearly state that the program provides reasonable accommodations for people with disabilities.

The program’s Reasonable Accommodation Policy is outlined to the right.

**Confidentiality Policy**

Employees of the Housing Administrator, Service Administrator, or Support Services Agency will not share client information with anyone outside the project except in specific instances to coordinate the participant’s care with other agencies and then only after receipt of appropriate consent form signed by the participant within a specified time frame.

Information about participants will not be shared (computerized, file copies, by fax, modem, or any other ways, including spoken communication) except when needed to serve that participant.

Participants sign a Consent Form at least once a year, which allows staff to share information with other agencies as necessary.

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**Reasonable Accommodation Policy**

The Linkages Program is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the Linkages programs, services and activities.

Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a Housing Administrator’s policy, the Housing Administrator will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, the Housing Administrator will make another accommodation that would not result in a financial or administrative burden. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

A copy of this Reasonable Accommodation Policy and Procedures will be included in the Linkages Program Manual and in the Linkages Tenant Participation Agreement.

**Legal Authority**

The Linkages Program adheres to the Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations.

See Section 504 of the Rehabilitation Act of 1973 (Section 504)\(^1\); Title II of the Americans with Disabilities Act of 1990 (ADA)\(^2\); the Fair Housing Act of 1968, as amended (Fair Housing Act)\(^3\); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

\(^2\) 42 U.S.C. §§ 12101 et seq.
Overview

The primary purpose for Support Services is to assist priority consumers to access the Linkages including becoming eligible, finding and moving into housing, obtaining a Linkages rental subsidy and assisting consumers in maintaining their tenancy as part of their overall personal recovery and resiliency plan. Services are divided into three categories: Pre-Tenancy and Housing Search, Move-In and Post-Tenancy Support.

Support services are highly individualized and focused on helping individuals get and keep housing and are provided as an integral part of other services individuals are receiving rather than separated from these other services. The Regional Value Options Office will designate agency(s) that are qualified to provide housing support services within their network of providers. If there is an agency within a region where this program is initiated that is uniquely qualified to provide housing support services but is not part of the VO Services network, the Regional VO Office may consider arrangements to designate the agency so long as they will collaborate with network providers to link consumers to services. Initially there may be only one agency designated as a “housing support” agency in each Region. Over time the number of support services agencies can be expanded to give consumers more choices of providers who can assist them with housing support services.

The Support Services Agency will take housing subsidy applications from individuals as self referrals or from organizations within their Region. If the referral comes from a designated Support Services Agency and the consumer wants to continue to work with that agency, the agency can continue to do so. If an individual is referred from another organization that is not a designated Support Services Agency or makes a self referral, the Support Services Agency will work with that consumer. The Support Services Agency will begin immediately to assist the consumer to complete their initial application and assist the consumer through the tenant screening and eligibility determination process.

The Support Services agency will be responsible for completing a basic housing support checklist each month that identifies any problems with the safety or condition of the unit and resolution of any problem, a confirmation that rent was paid in a timely manner and that the tenant is meeting his or her basic rental obligations. (See Appendix 8). A complete list of provider tasks and functions is listed below.

In addition to designating qualified housing support agencies, Value Options will also offer training and ongoing support through their housing support training network to both Support Services Agencies and other agencies making referrals to Linkages. VO will also monitor implementation of the Linkages, provide ongoing assistance and resolve any disputes between the Support Services Agency and the Housing Administrator.

Designated Support Services agencies must meet Value Options requirements as an agency to provide housing support.
Designated Support Services Agencies must:

1. Complete initial Housing Support Services training and be a part of the Value Options housing support training network;
2. Identify staff who will serve as liaison to landlords;
3. Assure that designated staff conduct at least one monthly home visit and complete a monthly housing support checklist; (See Appendix 8)
4. Adhere to basic requirements listed below; and provide Pre-Tenancy Support, Move-In Assistance and Post-Tenancy Support.

Basic Components of Housing Support include:

1. Individuals receiving “housing support” services meet the requirements for needing supportive housing;
2. Housing is permanent as long as the consumer pays rent; since supportive housing continues indefinitely assuming the consumer meets the requirements for a housing subsidy, services are indefinite.
3. Individualized housing support services will be available when the consumer needs them, and where the consumer lives.
4. Each consumer will have a crisis plan that includes a plan for a housing related crisis and a plan for a personal or clinical crisis. This includes the consumer receiving crisis support throughout the duration of the crisis.
5. Consumers will have access to move in and eviction assistance; eviction prevention assistance may include payment of a month’s rent if an individual needs to leave home during a behavioral health crisis. However, individuals only have access to eviction prevention funds once a year for each year they are in the program.
6. The individual will have a lease that meets the standard requirements (but has no special requirements) for a lease in the political jurisdiction where the individual lives; as long as the individual abides by the conditions of the lease, they can remain in their housing unit; if at some point the individual’s income exceeds the income limit of the program, they can remain in the unit but will no longer have access to the housing subsidy.
7. Housing support services are ideally provided by a team so that a provider agency can respond immediately to a potential housing crisis or to landlord requests, etc.
8. Housing support services are ideally included in the individual’s individualized treatment or recovery plan.
9. Use of services or programs is not a condition of ongoing occupancy. The one exception is that an identified housing support staff member meets with the consumer at least once a month at their home.
Designated Support Services Agencies will provide:

Pre-Tenancy and Housing Search Support

1. Engage with consumer explaining the housing subsidy and housing assistance process;
2. Conduct an initial consumer assessment of housing preferences and housing history;
3. Assist consumers in determining housing preferences if needed;
4. Assist consumers in compiling housing information needed for Linkages housing subsidy and Section 8 and other benefit applications (if needed) such as credit reports, landlord references, income and asset documentation;
5. Assist consumers to understand the Tenant Responsibility Document and finalize document;
6. Assist in their housing search and identifying available housing units;
7. Work with the HA to recruit landlords, promoting the benefits to Landlords and building a relationship with landlords that will help with problem solving as needed. The Regional VO Office will assist as needed to generate interest for the program in their local community.
8. Assist consumers in obtaining, completing and submitting housing subsidy applications and leases. (If agreed to by consumer, staff can be copied on all correspondence);
9. Assist consumers in attending any meetings with HA or landlords including providing or arranging transportation and attending meetings as needed;
10. Assist consumers in filing appeals and requests for reasonable accommodation under Fair Housing Law (for the Linkages, Project-based or Section 8 program); and
11. Assist consumers in tracking their subsidy application progress;
12. Develop strategies to outreach and recruit and maintain landlords for the program.

Move-In

1. Assist consumer to understand basics of landlord/tenant law and lease requirements; helping consumers understand the problems of adhering to occupancy limits and noise or disturbance requirements and how to decline requests from friends to provide them with shelter;
2. Assist consumer with making security deposits and utility deposits, securing furniture and other household items;
3. Assist tenants to access Move-in and Eviction Prevention funds as needed;
4. Assist tenants with move-in activities;
5. Assist tenants to establish utilities (if not included in rent) and telephone;
6. Assist tenants in orienting to home, neighborhood or new town;
7. Identify any housing or community living related skills training needed including home maintenance, cleaning, shopping, cooking, and budgeting; and
8. Provide community living skills training including how to find or access transportation, where to find the local library, church or place of worship, the local coffee shops, support or peer groups, meal sites, local malls and health care providers.
Tenancy Support

1. Establish routine contact (no less than once per month and more often as necessary) with tenants to ensure early detection of any housing issues and identifying any repair or maintenance issues;
2. Establish a crisis plan with each consumer that includes how to handle housing crises and personal crises; this includes assuring the consumer has emergency contact information including phone numbers for both personal and housing crises.
3. Assure consumer meets monthly rent and utility payments;
4. Provide ongoing housing-related skills training if needed and identify any issues that may require additional training by other parties;
5. Assist the consumer with self-advocacy and conflict resolution strategies to solve problems, with the landlord or other tenants; this includes helping consumer report and handle repairs and maintenance items;
6. As needed, present liabilities to landlords in a positive light and intervene with landlords if needed to problem solve;
7. Assist the consumer to participate in the provider agency’s service planning process to assure the consumer’s housing goals are included in the plan along with a clear expectation for the housing supports the consumer will receive to meet their housing goals;
8. Assist the consumer with remediating problems that may result in eviction and assist with an appeal to a landlord’s decision to evict if the eviction appears unwarranted;
9. Maintain good working relationships with landlords and the HA; and
10. Assist consumers to problem solve to ensure their satisfaction with their home
11. If needed, review consumer request for new unit and assess if the request meets service or safety justification. If request is justified, notify HA and assist consumer to locate new housing unit and move into new unit.
12. Attend move-out inspections with the consumer; review landlord list of damages and assist consumer to mediate disputes with landlords.

Post Linkages

Linkages is considered a bridge subsidy to more long term rental subsidy programs such as the Housing Choice Voucher program. Consumers who do not meet other rental subsidy program eligibility requirements (e.g. citizen status) can stay on the Linkages program as needed. SSAs are expected to continue to provide support services to clients as they transition of Linkages and onto other programs. SSAs are expected to provide services as needed to consumers who have transitioned off of Linkages. These long term, post-Linkages services are to be provided through CCSS mechanisms.

While movement off of Linkages rental subsidy is encouraged and expected and should have little impact on the provision of services to the consumer, there may be rare times when the SSA determines that a client is not yet stable or appropriate to move onto another housing subsidy and seeks to keep the consumer on the Linkages program. Justification for this should be well documented in the consumer files.
Chapter Twenty: Project-Based Assistance

New Mexico Mortgage Finance Agency (MFA) will ensure equal opportunity to Housing Administrators (local Public Housing Authorities and non-profit housing developers) that are interested in utilizing these Linkages rental subsidies as project-based rental subsidies. MFA shall have authority to provide project-based assistance as determined by internal policies and through the mutual agreement of the Behavioral Health Collaborative.