



# EHH Client File Checklists

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# Client File Checklists

- ▶ Street Outreach
- ▶ Emergency Shelter
- ▶ Rapid Re-Housing
- ▶ Homelessness Prevention
- ▶ Housing Assistance Program

<b>EHH Client File Checklist</b>			
Client Name _____	Program _____		
Entry Date _____	Exit Date _____	Case Manager Initials _____	

**Important!**

# Client File Checklist Items - All Program Types

# Checklist Items - *All Program Types*

- ▶ **Termination procedure** and any correspondence related to a termination proceeding, if applicable.
- ▶ Documentation may include:
  - ▶ a signed copy of the procedure
  - ▶ a signed acknowledgment of receipt of the procedure
- ▶ *24 CFR 576.402 Terminating assistance*
  - ▶ (a) In general. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of individuals affected. The recipient or subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
- ▶ *24 CFR 576.500(f) Program participant records*
  - ▶ Records must be kept for each program participant that document: (3) Where applicable, compliance with the termination of assistance requirement in §576.402.

# Termination Procedure

- ▶ Termination from any EHH program requires a formal process that recognizes the rights of individuals affected. A program participant may only be terminated in the most severe cases after examining all extenuating circumstances.
- ▶ Termination from a rapid re-housing or homelessness prevention program requires a formal process that includes:
  - ▶ a written notice to the program participant containing a clear statement of the reasons for termination;
  - ▶ a review of the decision, in which the participant is given the opportunity to present objections before a person other than the person who made or approved the termination decision; and
  - ▶ prompt written notice of the final decision to the program participant.
- ▶ Reasons for termination are not enough; need to have a written procedure

# Checklist Items - All Program Types

- ▶ Demonstration of **referral and connection** to homeless and mainstream services.
  - ▶ Must have documentation that referrals/connections were made while a client was in the program
- ▶ *24 CFR 576.401 Evaluation of program participant eligibility and needs*
  - ▶ (d) Connecting program participants to mainstream and other resources. The recipient and its subrecipients must assist each program participant, as needed, to obtain:
    - ▶ (1) Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
    - ▶ (2) Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability

Mainstream Resources Checklist				
Head of Household: _____			Assessment Date: _____	
Other Household Members: _____				
Mainstream Resources	Already Receives? Yes / No / NA	Eligible? Yes / No / Unsure	Application Date	Notes/Comments
Caretaker Supplement				
Case Manager				
Childcare Assistance				
Death Benefits				
Domestic Violence Services				

Connection to Mainstream Benefits								
Referral	Already Connected	Date Referred	Referral	Already Connected	Date Referred	Referral	Already Connected	Date Referred
AODA Services			Foodshare			Section 8		
Birth to 3			Free Clinics			Skills Enhancement Program		
Child Care Assistance			Head Start			SSI/SSDI Benefits		
Community Meal Sites			Job Centers			W2/FSET		
Clothes/Household Supplies			Mental Health Services			WIC		
Health Insurance			Medical Mileage			Veteran's Benefits		

# Examples of errors

Assessment Date: 10/20/20

Mainstream Resources	Already Receives? Yes/No/NA	Eligible? Yes/No/Unsure	Application Date	Notes/Comments
SSI	N	N		
SSDI	N	N		
Veterans Benefits	N	N		
Section 8 and Public Housing	N	N		
Temporary Rent Assistance	N	N		
Case Manager	N	N		
Foodshare	N	N		
Unemployment	N	N		
Job Training Program	N	N		
Mental Health Care	N	N		
Domestic Violence Services	N	N		
Substance Abuse Treatment	N	N		
Medicare	N	N		
Medicaid	N	N		
State Children's Health Ins. Prog/BadgerCare	N	N		
W2 (TANF)	N	N		
TANF Transportation	N	N		
Childcare Assistance	N	N		
Kinship Care	N	N		
Caretaker Supplement	N	N		
McKinney Vento	N	N		
WIC	N	N		
Death Benefits	N	N		
Medicare Saving Programs	N	N		
Other				
Other				
Other				

No documentation of any referrals made

Mainstream Resources	Already Receives Yes/No/NA	Eligible? Yes/No/Unsure	Application Date	Notes/Comments	How
Say: Do you receive... Are you connected with... Are you interested in connecting with...					
Case Manager	no				Any
Child Care Assistance	no				App
Death Benefits	no				Sur
Domestic Violence Services	no				Mu
Foodshare	yes				Inco
Job Training Program	no				Any
Kinship Care	no				Mu
McKinney Vento	no				TEP
Medicaid	yes				Insu
Medicare	no				Insu
Medicare Saving Programs	no				Hav
Mental Health Care	no				Mu
Section 8 and Public Housing	yes				Mu
SSDI	no				Ben
SSI	no				Ben
State Children's Health Ins. Prog/BadgerCare	no				Bad
Substance Abuse Treatment	no				Mu
TANF Transportation	no				Bus
Temporary Rent Assistance	Applying	yes		Applying with [redacted]	Sho
Unemployment	no				Mu
Veterans Benefits	no				Hav
W2 (TANF)	no				\$65
WIC	no				Mu
Other	no				

Only referral is to the agency providing EHH assistance



# Client File Checklist Items - Rapid Re-Housing and Prevention Programs



# Checklist Items - *RRH and Prevention*

- ▶ Evidence of continued eligibility which includes **re-evaluation** of income and other resources and support networks.
  - ▶ RRH - every 12 months
  - ▶ Prevention - every 3 months
- ▶ Must have a form that calculates annual income and indicates compliance with CMI threshold; showing monthly income is not enough
- ▶ Time starts at program entry, not when rental assistance begins
- ▶ *24 CFR 576.401 (b) Re-evaluations for homelessness prevention and rapid re-housing assistance.*
  - ▶ (1) The recipient or subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:
    - ▶ (i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
    - ▶ (ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

# Checklist Items - *RRH and Prevention*

- ▶ **Rental Assistance Agreement** between the granting agency and the landlord
  - ▶ Must state what financial assistance is being provided by the granting agency (security deposit, rent payments, rental arrears, landlord incentive, etc.)
    - ▶ Financial assistance payments must be consistent with the lease agreement
  - ▶ Must outline the terms under which rental assistance will be provided
  - ▶ Must require the owner to provide the agency with a copy of any notice to the program participant to vacate the housing unit
  - ▶ Must include VAWA protections
  - ▶ Must be signed by both the granting agency and the landlord
  - ▶ If a client moves units/changes landlords while in the program, a new agreement must be signed

# Checklist Items - *RRH and Prevention*

- ▶ **Rental Assistance Agreement** (*continued*)
- ▶ *24 CFR 576.106 Short-term and medium-term rental assistance*
  - ▶ (e) Rental assistance agreement. The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. Each rental assistance agreement that is executed or renewed on or after December 16, 2016 **must include all protections that apply to tenants and applicants under 24 CFR part 5, subpart L, as supplemented by §576.409, except for the emergency transfer plan requirements under 24 CFR 5.2005(e) and 576.409(d).**

# Example

## LANDLORD INFORMATION AND RENT ASSISTANCE AGREEMENT FORM

Rapid-Rehousing Program, Tenant-Based Rental Assistance

1. **NAME OF OWNER:** \_\_\_\_\_
2. **NAME and ADDRESS** as you want it to appear on the check: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Zip: \_\_\_\_\_
3. **OWNER/AGENT CONTACT INFORMATION** Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_
4. Landlord or Property Manager agrees to notify and send a copy of all notices to vacate or any commencement of eviction action to phone number \_\_\_\_\_, email \_\_\_\_\_, or fax to \_\_\_\_\_ §576.106(e).
5. Landlord agrees to attached lease amendment for tenant protections under the Violence Against Women Act (VAWA).
6. Landlord agrees to offer the same due date, grace period, and late payment penalty requirements as the tenant's lease §576.106(f).
7. If **AGENCY NAME** incurs late payment penalties, it is the sole responsibility of **AGENCY NAME** to pay those penalties using non-ESG funds §576.106(f).

8. The portion of rent a client pays is variable to their ability and is inversely proportional to program payment. There may be times when the breakdown of how much **AGENCY NAME** pays versus how much the tenant pays is different. However, the amount will always match the total amount of monthly rent set in the lease as long as the tenant remains enrolled in the program. §576.106(b).

- Security Deposit total \$ \_\_\_\_\_  
Tenant will pay \$ \_\_\_\_\_ **AGENCY NAME** will pay \$ \_\_\_\_\_
- Initial Rental Assistance Plan, subject to change. Rent per month \$ \_\_\_\_\_  
Month(s) \_\_\_\_\_, tenant will pay \$ \_\_\_\_\_; **AGENCY NAME** will pay \$ \_\_\_\_\_  
Month(s) \_\_\_\_\_, tenant will pay \$ \_\_\_\_\_; **AGENCY NAME** will pay \$ \_\_\_\_\_  
Month(s) \_\_\_\_\_, tenant will pay \$ \_\_\_\_\_; **AGENCY NAME** will pay \$ \_\_\_\_\_  
Month(s) \_\_\_\_\_, tenant will pay \$ \_\_\_\_\_; **AGENCY NAME** will pay \$ \_\_\_\_\_
- Rent Arrears: Total owed \$ \_\_\_\_\_ for month(s) of \_\_\_\_\_  
**AGENCY NAME** will pay \$ \_\_\_\_\_ for a total of \_\_\_\_\_ months of back rent.

9. If the tenant moves out of the housing unit, the lease terminates and is not renewed, or the program participant becomes ineligible to receive ESG rental assistance this rental assistance agreement is terminated §576.106(h).

### 10. W9 INFORMATION

The IRS requires us to keep specific information on file for filing a Federal 1099. Please complete and return the attached W9. We will keep this document confidential and it is only for our own tax purposes. If you have any questions regarding the IRS rules, please call them at 1-800-829-1040.

I have read and agree with the above statements. I understand that the rental assistance agreement does not take the place of the lease, or vice versa.

Owner/Agent's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**AGENCY NAME** Representative's Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

# Checklist Items - *RRH and Prevention*

## ▶ Rent Reasonableness Certification

- ▶ Should be determined by considering the reasonableness of the rent in relation to rents being charged for comparable unassisted units
- ▶ Take into account the location, quality, size, type, and age of unit, as well as any amenities, housing services, maintenance, and utilities provided by the owner
- ▶ HUD form is preferred; sample form on next slide

## ▶ Fair Market Rent Certification

- ▶ A utility allowance must be calculated unless all utilities are included in the monthly rent
- ▶ Unit Rent + Utility Allowance  $\leq$  FMR
- ▶ *Only applies to ESG funds (and funds used as ESG match)*

## ▶ Both certifications must occur prior to rental assistance being provided

## ▶ If a client moves units while in the program, all units must be certified

## ▶ New certifications must be completed if the unit rent or utility allowance changes

## ▶ *24 CFR 576.106 Short-term and medium-term rental assistance.*

- ▶ (d) Rent restrictions. (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

# Rent Reasonableness

RENT REASONABLENESS CHECKLIST AND CERTIFICATION				
	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

**CERTIFICATION:**

**A. Compliance with Payment Standard**

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$\_\_\_\_\_.

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name:	Signature:	Date:
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All fields must be completed.

# Checklist Items - *RRH and Prevention*

- ▶ **Minimum Habitability Standards checklist**
  - ▶ Certification must occur prior to rental assistance being provided
  - ▶ Every unit assisted must be certified
- ▶ *24 CFR 576.403 Shelter and housing standards*
  - ▶ (b) Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
  - ▶ (c) Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph (c). The recipient may also establish standards that exceed or add to these minimum standards.

## ESG Minimum Habitability Standards for Rapid Re-Housing and Homelessness Prevention Programs

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> <ol style="list-style-type: none"> <li>There is a second means of exiting the building in the event of fire or other emergency.</li> <li>The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom.</li> <li>If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</li> <li>The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</li> </ol>
		11. Meets additional recipient/subrecipient standards (if any).

### COMMENTS:

Agency Name: \_\_\_\_\_

Program Name: \_\_\_\_\_

Program Participant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apartment: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address above to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

Evaluator Signature: \_\_\_\_\_ Date of review: \_\_\_\_\_

Evaluator Name/Title: \_\_\_\_\_

#### *If applicable:*

Approving Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approving Official Name/Title: \_\_\_\_\_



# Checklist Items - *RRH and Prevention*

## ▶ **Lead Paint Disclosure Form**

- ▶ Required if the following conditions are met:

1. The unit was built before 1978 AND
2. A child under 6 years of age or a pregnant woman is/will be in residence

- ▶ HUD form is preferred (shown on next slide)
- ▶ Form must be signed and initialed appropriately

## ▶ **Pamphlet on lead poisoning prevention**

## ▶ *24 CFR 576.403(a) Lead-based paint remediation and disclosure*

- ▶ The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

# Example of error

Form not filled out completely/not initialed

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**  
*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c)  Lessee has received copies of all information listed above.

(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_ Date \_\_\_\_\_ Lessor \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_ Lessee \_\_\_\_\_ Date \_\_\_\_\_

# Important Takeaways

- ▶ Dates are important
- ▶ All items listed on the EHH Client File Checklists are required by federal or state statute; they are requirements for receiving funding
- ▶ Forms and documentation must be readable
- ▶ Forms must be filled out completely
- ▶ If it's not documented, compliance cannot be confirmed
- ▶ If you have questions, ask!

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