

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

Herington Housing Authority

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

**PHA Plan
Agency Identification**

PHA Name: Herington Housing Authority

PHA Number: KS 100

PHA Fiscal Year Beginning: (mm/yyyy) 06/2000

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

X Mission Statement

Herington Housing Authority

The mission of the Herington Housing Authority is to assist income-qualified persons with decent, safe and affordable housing in an efficient, ethical and professional manner. Financial solvency is a key factor in carrying out this mission.

The Housing Authority is committed to:

- Creating and maintaining positive and effective partnerships with clients and appropriate community agencies to maximize social and economic opportunities.
- Encouraging client participation in programs and services promoting self sufficiency, education and improved quality of life.
- Providing information and referral services to assist in accomplishing this mission.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

X PHA Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

X Reduce public housing vacancies:

- Leverage private or other public funds to create additional housing opportunities:
- Acquire or build units or developments
- Other (list below)

X PHA Goal: Improve the quality of assisted housing

Objectives:

- X** Improve public housing management: (PHAS score) **100%**
- Improve voucher management: (SEMAP score)
- X** Increase customer satisfaction:
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- X** Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

PHA Goal: Increase assisted housing choices **N/A**

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

X PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:

- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
 - Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2000

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The City of Herington is located in Dickinson County about 30 miles south of Junction City/Fort Riley with a population of 2,500. The Herington Housing Authority has (40) units of Public Housing and (40) Units of Section 8 Project Based. There is a small waiting list; however a redevelopment project in the downtown area will bring additional housing. The Housing Authority will work toward the goals and objectives established in this plan in order to achieve our mission. With the establishment of Flat Rents, the Designation of Elderly Housing and the Capital Improvement fund annual allocation these goals are within reach.

Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment’s name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration **N/A**
- FY 2000 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled **ONLY**)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2000 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
ü	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
ü	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
ü	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
ü	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
ü	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
ü	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	N/A
ü	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
ü	Public housing rent determination policies, including the methodology for setting public housing flat rents X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
ü	Schedule of flat rents offered at each public housing development X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies X check here if included in Section 8 Administrative Plan	N/A

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
ü	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
ü	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	N/A
ü	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
x	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
N/A	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	
N/A	Approved or submitted applications for demolition and/or disposition of public housing	
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	
N/A	Approved or submitted public housing homeownership programs/plans	
N/A	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	
N/A	Any cooperative agreement between the PHA and the TANF agency	
N/A	FSS Action Plan/s for public housing and/or Section 8	
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	
N/A	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
N/A	Troubled PHAs: MOA/Recovery Plan	
	Other supporting documents (optional) (list individually; use as many lines as necessary)	

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Over all	Affor d- ability	Suppl y	Qualit y	Acce ss- ibility	Size	Loca- tion
Income <= 30% of AMI	0						
Income >30% but <=50% of AMI	8	5	3	3	0	4	4
Income >50% but <80% of AMI	0						
Elderly	4						
Families with Disabilities	0						
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

Consolidated Plan of the Jurisdiction/s

Indicate year:

- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)
The PHA waiting list

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	8		10
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)	8		
Low income (>50% but <80% AMI)			
Families with children	4	50%	
Elderly families	4	50%	
Families with Disabilities			
Race/ethnicity	White – 7	88%	

Housing Needs of Families on the Waiting List			
Race/ethnicity	Black – 1	12%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	4	50%	2-4
2 BR	4	50%	8-10
3 BR	N/A	N/A	N/A
4 BR	N/A	N/A	N/A
5 BR	N/A	N/A	N/A
5+ BR	N/A	N/A	N/A
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? N/A			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development

- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA’s selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	\$12,262	
b) Public Housing Capital Fund		
c) HOPE VI Revitalization		
d) HOPE VI Demolition		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
e) Annual Contributions for Section 8 Tenant-Based Assistance		
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
Section 8 New Construction	\$10,200	Operating Expenses
2. Prior Year Federal Grants (unobligated funds only) (list below)	\$8,300	
3. Public Housing Dwelling Rental Income	\$57,960	
4. Other income (list below)		
Interest On General Fund Investment	\$3,290	
Other Misc. Operating Receipts	\$3,660	
4. Non-federal sources (list below)		
Total resources	\$95,672.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

When families are within a certain number of being offered a unit: (state number)

When families are within a certain time of being offered a unit: (state time)

Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

Criminal or Drug-related activity

Rental history

Housekeeping

Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

Community-wide list

Sub-jurisdictional lists

Site-based waiting lists

Other (describe)

b. Where may interested persons apply for admission to public housing?

PHA main administrative office

PHA development site management office

Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year? **N/A**

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
- Emergencies
 - Overhoused

- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

Adoption of site-based waiting lists
If selected, list targeted developments below:

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

B. Section 8 N/A

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
- Other (describe below)

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None

- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance?
(select all that apply)

- PHA main administrative office
- Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

- For increases in earned income (**less than \$500 annually**)
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below)
 - **out-of-pocket Health Insurance Costs for Working Families**
 - **Tax Deductions from Gross Pay of Working Residents**

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service

- The “rental value” of the unit
 Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
 At family option
 Any time the family experiences an income increase
 Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold **\$500**)
 Other (list below)

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
 Survey of rents listed in local newspaper
 Survey of similar unassisted units in the neighborhood
 Other (list/describe below)

B. Section 8 Tenant-Based Assistance N/A

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies .

a. What is the PHA’s payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR

- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0

- \$1-\$25
- \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management N/A

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	40	4
Section 8 Vouchers	0	0
Section 8 Certificates	0	0
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers (list individually)	0	0
Public Housing Drug Elimination Program (PHDEP)	0	0

Other Federal Programs(list individually)		
Section 8 New Construction	24	2

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

- **Pest Control Policy**
- **Maintenance Policy**
- **Hazardous Materials Policy**

(2) Section 8 Management: (list below) N/A

6. PHA Grievance Procedures N/A

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance N/A

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based

assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

PHA main administrative office

Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number **KS100** FFY of Grant Approval: **(10/2000)**

Original Annual Statement

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Table Library

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	\$4,500
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	\$42,289
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	\$12,000
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	\$2,000
20	Amount of Annual Grant (Sum of lines 2-19)	\$60,789
21	Amount of line 20 Related to LBP Activities	\$0
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	\$4,789
24	Amount of line 20 Related to Energy Conservation Measures	\$28,289

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
KS-100-HA-Wide	Draperly	1450	\$9,000

KS-100-HA-Wide	Carpet	1450	\$23,500
KS-100-HA-Wide	Ceiling Fans	1450	\$5,000
KS-100-HA-Wide	Storm Doors	1465.1	\$9,500
KS-100 HA-Wide	Interior and Exterior Lighting	1450	\$4,789
KS-100-HA-Wide	Computer Printer and software	1408	\$4,500
KS-100-HA-Wide	Installation of Door Bells	1465.1	\$2,500
KS-100-HA-Wide	Contingency	1502	\$2,000

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
KS-100-HA-Wide	09-30-02	09-30-03

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
- b. If yes to question a, select one:
- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name
- or-
- The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)
1. Development name:
 2. Development (project) number:
 3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway
- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.) **N/A**

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>	

5. Number of units affected:
6. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input type="checkbox"/> Total development
7. Timeline for activity:
a. Actual or projected start date of activity:
b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Herington Heights I
1b. Development (project) number: KS100

<p>2. Designation type:</p> <p>Occupancy by only the elderly <input type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input checked="" type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or planned for submission: <u>09/01/2000</u></p>
<p>5. If approved, will this designation constitute a (select one)</p> <p><input checked="" type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected: 24</p> <p>7. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>

10. Conversion of Public Housing to Tenant-Based Assistance N/A

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
--

1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.) N/A

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)

5. Number of units affected:
6. Coverage of action: (select one)
- Part of the development
- Total development

B. Section 8 Tenant Based Assistance N/A

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

- Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

(select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937
--

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action

- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
 - Police regularly testify in and otherwise support eviction cases
 - Police regularly meet with the PHA management and residents
 - Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
 - Other activities (list below)
2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
- 2. Yes No: Was the most recent fiscal audit submitted to HUD?
- 3. Yes No: Were there any findings as the result of that audit?
- 4. Yes No: If there were any findings, do any remain unresolved?

5. Yes No: If yes, how many unresolved findings remain? **N/A**
Have responses to any unresolved findings been submitted to HUD?
N/A
If not, when are they due (state below)? **N/A**

17. PHA Asset Management N/A

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component.
High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name)
 - Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process **N/A**

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: State of Kansas

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

 - Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: Providing assistance to the low-income person in the Dickinson county.

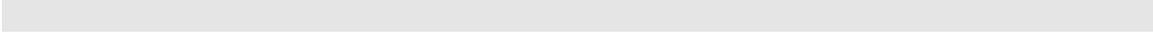
D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Admissions & Continued Occupancy Policy	KS100a01
Blood Borne Diseases Policy KS100b01	
Capitalization Policy	KS100c01
Civil Rights Certification Policy	KS100d01
Criminal Records Management Policy	KS100e01
Demolition Policy	KS100f01
Disposition Policy	KS100g01
Dwelling Lease	KS100h01
Equal Housing Opportunity Policy	KS100i01
Ethics Policy	KS100j01
Eviction Policy	KS100k01
Flat Rents Policy	KS100l01
Hazardous Materials Policy	KS100m01
Homeownership Policy	KS100n01
Maintenance Policy	KS100o01
Mission Statement	KS100p01
Natural Disaster Responde Policy KS100q01	
Organizational Chart	KS100r01
Pest Control Policy	KS100s01
Rent Collection Policy	KS100t01



HERINGTON HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE PUBLIC HOUSING PROGRAM

Approved by the HHA Board of Commissioners: July 26, 2000

Submitted to HUD: July 27, 2000

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Herington Housing Authority and the functions and responsibilities of the Public Housing Authority (HHA) staff shall be in compliance with the approved Personnel Policy and this Admissions and Continued Occupancy Policy. The administration of the HHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

In this document, the term "HHA" is used interchangeably with "Herington Housing Authority".

A. HOUSING AUTHORITY MISSION STATEMENT OR HISTORICAL INFORMATION ON THE AGENCY

The mission of the Herington Housing Authority to assist income qualified persons with decent, safe and affordable housing in an efficient, ethical and professional manner. Financial solvency is a key factor in carrying out this mission.

The Housing Authority is committed to:

- Creating and maintaining positive and effective partnerships with clients and appropriate community agencies to maximize social and economic opportunities.
- Encouraging client participation in programs and services promoting self-sufficiency, education and improved quality of life.
- Providing information and referral services to assist in accomplishing this mission.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the HHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

1. To provide improved living conditions for very low and low income families while maintaining operational and affordable rent levels.
2. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for Residents and their families.
3. To avoid concentrations of economically and socially deprived families in any one or all of the HHA's public housing developments.

4. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HHA employees.
5. To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the HHA's jurisdiction.
6. To provide opportunities for upward mobility or families who desire to achieve self-sufficiency.
7. To facilitate the judicious management of the HHA inventory, and the efficient management of the HHA staff
8. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disabled or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admission and Continued Occupancy Policy (ACOP) is to establish guidelines for the Herington Housing Authority staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HHA.

The HHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of Residents, applicants or staff that may subsequently be enacted.

The HHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the HHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the HHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The Herington Housing Authority, 201 Helen Street, Herington, Kansas, 67449, Herington Heights I, are fully accessible. Herington Heights II is not accessible, and Herington Heights III, has limited accessibility. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number 258-2510.

The HHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide housing that is different from that provided to others;
3. Subject a person to segregation or disparate treatment;
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
or
6. Deny a person access to the same level of services.

The HHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the HHA, when the HHA initiates contact with a family including when a family applies, and when the HHA schedules or reschedules appointments of any kind.

It is the policy of this HHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term “disability,” as defined by the 1990 Act means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

The HHA’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. All requests for specific accommodations should be made in writing and will be verified so that the HHA can properly accommodate the need presented by the disability.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that ~~they~~ the accommodations meet the need presented by the disability and ~~they~~ do not create an “undue financial and administrative burden” for the HHA, meaning an action requiring “significant difficulty or expense.”

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed;
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, professional. ~~Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.~~

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

All HHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Recertification by Mail

The HHA will permit the family to submit annual and interim recertification forms through the mail, when the HHA has determined that the request is necessary as a reasonable accommodation.

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Estimated cost to the HHA per client of translation of English written documents into the other language.

Evaluation of the need for translation by the bi-lingual staff and by agencies that work with the non-English speaking clients.

The availability of local organizations to provide translation services to non- English speaking families.

Availability of bi-lingual staff to provide translation for non-English speaking families.

G. PUBLIC HOUSING AUTHORITY MANAGEMENT ASSESSMENT OBJECTIVES (24 CFR 901 & 902)

The HHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the HHA is using its resources in a manner that reflects its commitment to quality and service. The HHA policies and practices are consistent with the new Public Housing Assessment System (MPHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

The HHA is continuously assessing its program and consistently strives to make improvements. The HHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The HHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with M~~P~~HAS. The policies and procedures of this program are established so that the standards set forth by M~~P~~HAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

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The HHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis. When the HHA's waiting list is open, the HHA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in English.

To reach persons who cannot read the newspapers, the HHA will distribute fact sheets to the broadcast media, and initiate personal contacts with members of the news media and community service personnel. The HHA will also utilize public service announcements.

The HHA will communicate the status of housing availability to other service providers in the community. The HHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

The HHA will send notices to participating local social service providers such as:

- SRS
- Department on Aging

I. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

The HHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

All files must be signed for when removed from the secured file storage area.

The staff person who removes a Resident file is responsible for its security. Files will never be left unattended or placed in common areas.

HHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

J. EQUAL EMPLOYMENT OPPORTUNITY

Position vacancies are advertised in accordance with the Herington Housing Authority Equal Employment Opportunity policies and practices.

The HHA takes seriously any complaints of discrimination with regard to race, religion, ethnicity, sex, disability, sexual orientation, marital status or familial status.

K. POSTING OF REQUIRED INFORMATION

The HHA will maintain a bulletin board in a conspicuous area of the lobby which will contain:

1. Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP)
2. Rent Collection Policy
3. Eviction Policy
4. Transfer Policy
5. Open Occupancy Notice (Status of application taking)

6. Directory of the HHA's housing sites including names, address of offices, number of units by bedroom size, accessible or adaptable units, and office hours at each facility.
7. Income Limits for Admission
8. Current schedule of Routine Maintenance Charges
9. A copy of the Lease
10. The HHA's Grievance Procedures
11. A Fair Housing Poster
12. An Equal Opportunity in Employment poster
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L. TERMINOLOGY

The Herington Housing Authority is referred to as "HHA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

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"Landlord" refers to the HHA.

"Disability" is used where "handicap" was formerly used.

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See Glossary for other terminology.

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Herington Housing Authority and the functions and responsibilities of the Public Housing Authority (HHA) staff shall be in compliance with the approved Personnel Policy and this Admissions and Continued Occupancy Policy. The administration of the HHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

In this document, the term "HHA" is used interchangeably with "Herington Housing Authority".

A. HOUSING AUTHORITY MISSION STATEMENT OR HISTORICAL INFORMATION ON THE AGENCY

The mission of the Herington Housing Authority to assist income qualified persons with decent, safe and affordable housing in an efficient, ethical and professional manner. Financial solvency is a key factor in carrying out this mission.

The Housing Authority is committed to:

- Creating and maintaining positive and effective partnerships with clients and appropriate community agencies to maximize social and economic opportunities.
- Encouraging client participation in programs and services promoting self-sufficiency, education and improved quality of life.
- Providing information and referral services to assist in accomplishing this mission.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the HHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

1. To provide improved living conditions for very low and low income families while maintaining operational and affordable rent levels.
2. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for Residents and their families.
3. To avoid concentrations of economically and socially deprived families in any one or all of the HHA's public housing developments.

4. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HHA employees.
5. To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the HHA's jurisdiction.
6. To provide opportunities for upward mobility or families who desire to achieve self-sufficiency.
7. To facilitate the judicious management of the HHA inventory, and the efficient management of the HHA staff
8. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disabled or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admission and Continued Occupancy Policy (ACOP) is to establish guidelines for the Herington Housing Authority staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HHA.

The HHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of Residents, applicants or staff that may subsequently be enacted.

The HHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the HHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the HHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

The Herington Housing Authority, 201 Helen Street, Herington, Kansas, 67449, Herington Heights I, are fully accessible. Herington Heights II is not accessible, and Herington Heights III, has limited accessibility. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number 258-2510.

The HHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide housing that is different from that provided to others;
3. Subject a person to segregation or disparate treatment;
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
or
6. Deny a person access to the same level of services.

The HHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the HHA, when the HHA initiates contact with a family including when a family applies, and when the HHA schedules or reschedules appointments of any kind.

It is the policy of this HHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term “disability,” as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

The HHA’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. All requests for specific accommodations should be made in writing and will be verified so that the HHA can properly accommodate the need presented by the disability.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that ~~they~~ the accommodations meet the need presented by the disability and ~~they~~ do not create an “undue financial and administrative burden” for the HHA, meaning an action requiring “significant difficulty or expense.”

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, professional. ~~Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.~~

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the written permission of the person with the disability.

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Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

INTRODUCTION

This Chapter defines both HUD's and the HHA's criteria for admission and denial of admission to the program. The policy of ~~this~~the HHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. The HHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HHA pertaining to their eligibility.

A. QUALIFICATION FOR ADMISSION

It is the HHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 200 and Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low/very low income limits for occupancy established by HUD and posted separately in the HHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes HHA to admit families whose income does not exceed the low-income limit (80% of median area income) once the HA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a Social Security number for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a Family. A Family may be a single person or a group of persons. [Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship] (see Chapter 5, Occupancy Guidelines.)

A group of persons is defined by the HHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in HHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;

Two or more near-elderly persons ([age 50-61](#)) living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Occupancy by Police Officers

In order to provide an increased sense of security for public housing residents the HHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the HHA's public housing program.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-head

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Attendants

A Family may include a live-in aide provided that such live-in aide:

Is determined by the HHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of the HHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (500-61) or disabled.

The HHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

Over Income Families

The HA will rent units to over-income families on a month-to-month basis, if there are no eligible families applying for assistance that month.

Over-income families must agree to vacate the unit with at least 30 day's notice provided by the HA, if the unit is needed for an income-eligible family.

The HA will publish a 30-day notice in ~~[list general circulation papers]~~ the The Herington Times if the HA determines the need to house over-income families.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

- state the individual's name and state that the individual has not been issued a Social Security Number;
- state that the individual will disclose the Social Security Number, if they obtain one at a later date;
- be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

The HHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HHA premises;
- not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed;"
- to comply with necessary and reasonable rules and program requirements of HUD and the HHA; and,
- to comply with local health and safety codes.

Denial of Admission for Previous Debts to This or Any Other HHA

~~Previous outstanding debts to this HHA or any MHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No Payment Agreement will be accepted.~~

~~Applicants with previous MHA debts must enter into a Payment Agreement. If the applicant's payments are current at the time of final eligibility determination, the applicant will be offered a unit and continue to make payments.~~

- ~~• Applicants with previous MHA debts will be permitted to execute a Payment Agreement at the time of preapplication, but 100% of the debt must be paid prior to offer of a unit~~

~~The MHA reserves the right, in the case of extreme hardship, to amend the Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.~~

Either spouse is responsible for the entire debt incurred as a previous HHA tenant. Children of the head or spouse who had incurred a debt to the HHA will not be held responsible for the parent's previous debt.

F. ONE STRIKE POLICY

Denial of Admission for Drug-Related and/or Other Criminal Activity

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the HHA to fully endorse and implement a policy which is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Support parental efforts to instill values of personal responsibility and hard work;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial [or marital](#) status, [sexual orientation](#), disability or against other legally protected groups, and not to violate right to privacy.

This policy will be posted on the HHA's bulletin board and copies made readily available to applicants and tenants upon request.

HUD Definitions

"Drug related criminal activity" is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug related criminal activity means *on or off the premises, not just on or near the premises*.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the HHA.

Screening for "One Strike"

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the HHA will endeavor to screen applicants as thoroughly and fairly as possible.

The HHA will not be obligated to ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to the **HHA** regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, the HHA will conduct closer inquiry to determine whether the family should be denied admission.

If the screening indicates that any family member has been arrested or convicted for drug-related or violent criminal activity, the HHA may deny admission for the family member.

Law Enforcement Records

The HHA will check criminal history for all ~~f~~applicants/applicants who are at least 18 years of age to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

Standard for Violation

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of substantiated drug related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the date of such eviction.

The HA will waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the HA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past ~~one year~~ 3 years.

The HHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The HHA will deny participation in the program to applicants where the HHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the HHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

* The HHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident of criminal activity during the previous ~~12 months~~ one (1) year.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative past behavior, the HHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The HHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the HHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The HHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The HHA will consider evidence that the person is no longer in the household such as divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence.

Other criminal activity

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested for any criminal or drug-related criminal activity within the past ~~36 months~~ three (3) years.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may have engaged in or threatened abusive or violent behavior toward HHA personnel at any time.

No family member may have engaged in or threatened abusive or violent behavior toward HHA personnel any time in the past.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last ~~time limit~~ 3 years.

Evidence

The HA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by HHA inspectors and/or investigators, and evidence gathered from the HHA Hotline.

The HHA may pursue fact-finding efforts as needed to obtain credible evidence.

Obtaining Information From Drug Abuse Treatment Centers

The HA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance.

The HA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility.

All applicants who respond in the affirmative will be required to sign a written consent authorizing the HA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

Confidentiality of Criminal Records

The HHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

If the family is determined eligible for initial or continued assistance, the HA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The HHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report

Disclosure of Criminal Records to Family

Before the HHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

Hearings

(See Chapter titled "Complaints, Grievances and Appeals")

If information is revealed that would cause the HHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the HHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

G. SCREENING APPLICANTS FOR SUITABILITY [24 CFR 960.204, 960.205]

In developing its admission policies, the aim of the HHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the HHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The HHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the HHA.

The HHA's minimum age for admission as head of household is at least 18 unless the minor is emancipated, to avoid entering into leases which would not be valid or enforceable under applicable law.

The HHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the HHA will screen each applicant household to assess their suitability as renters.

The HHA will complete a rental history check on all applicants.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

These will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

The HHA shall rely upon sources of information which may include, but not be limited to, HHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

~~This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.~~

The HHA may complete a home visit at the current residence of all applicants who have had landlord verifications returned to the HHA with unfavorable comments concerning their housekeeping habits. Applicants shall have at least two working days advance written notice of home visits.

~~Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.~~

The HHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the HHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from HHA staff that would alter the fundamental nature of the HHA's program. [24 CFR 8.3]

Rent Paying Habits

The HHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former ~~and current~~ landlords.

Based upon these verifications, the HHA will determine ~~if whether~~ the applicant was chronically late with rent payments, was evicted ~~at any time~~ for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide), and responsible efforts were made by the family to resolve the nonpayment problem.

~~The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.~~

Screening Applicants Who Claim Mitigating Circumstances

In order to be factored into the HHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history

and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control. ~~and~~If both are verified the applicant's prospect for lease compliance is ~~an~~ acceptable ~~one~~, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. ~~In order to be factored into the MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.~~

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The HHA shall also have the right to request further reasonable information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the HHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The HHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information which has been verified by the HHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and HHA procedures, except for a pending HHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The HHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals.")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

The HHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the HHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of the HHA shall document any pertinent information received relative to the following:

Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use - includes a determination by the HHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity - includes a determination by the HHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse - includes a determination by the HHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

Abandonment of a Public Housing Unit - without advising HHA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the HHA or any other HHA.

Intentionally Falsifying an Application for Leasing - including stating or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant or tenant is Capable of Maintaining the Responsibilities of tenancy - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

The HHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the HHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

Have no income

Are not employed

Do not participate in a job training program

Will not apply for various welfare or benefit programs

Have children

Have children born out of wedlock

Are on welfare

Are students

Orientation for families in shelters.

The objective is to introduce shelter families to the HHA's screening requirements so that families with poor tenancy histories or no tenancy history can take actions to demonstrate that they meet HHA's criteria for admission.

Home visits.

The HHA will work with residents to establish home visit inspection standards and to train residents on the standards.

H. HEARINGS

If information is revealed that would cause the HHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the HHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of the HHA's programs must complete a written application form. Applications will be made available in an accessible format upon request from a person with a disability.

Persons with disabilities may call the HHA to receive an application through the mail or make other arrangements to complete their application.

Applications will be mailed to interested families upon request.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

The application will be dated, time-stamped, and referred to the HHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HHA ensures that verification of all HUD and HHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The HHA will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken in person or by mail and the data is entered into the computer. The application may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the application is to permit the HHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Arrests/Convictions for Drug Related or Violent Criminal Activity

Previous address
Names and address of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

Applications will be taken in person and data will be entered into the computer.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Applicants are requested to inform the HHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the HHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be preliminarily eligible, they will be notified verbally and/or in writing (in an accessible format upon request, as a reasonable accommodation).

If the family is determined to be ineligible based on the information provided in the application, the HHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Complaints, Grievances and Appeals."

After the information is verified, when the HHA is ready to select applicants, the HHA will call the applicant or send the applicant a letter notifying him/her of an appointment. Applicants will be required to:

Complete a Personal Declaration Form prior to the full application interview.

Participate in a full application interview with a HHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer.

Requirement to Attend Interview

The HHA utilizes the occupancy interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HHA services or programs which may be available. The Occupancy Interview is a requirement

that must be fulfilled prior to signing of the Lease.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), the HHA may reject the application.

If an applicant fails to appear for their interview without prior approval of the HHA, their application may be denied unless they can provide acceptable documentation to the HHA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the occupancy interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)

All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the HHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to eligibility and rent calculation.

If the HHA determines at or after the interview that additional information or document(s) are needed, the HHA will request the document(s) or information in writing. The family will be given seven (7) days to supply the information.

If the information is not supplied in this time period, the HHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

D. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the HHA's housing:

Family composition and type (elderly/non elderly)

Annual Income

Assets and Asset Income

Deductions from Annual Income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

INTRODUCTION

It is the HHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, the HHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The HHA will offer the unit until it is accepted. This Chapter describes the HHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

HA's Objectives

HHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the HHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

By maintaining an accurate waiting list, the HHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the HHA's turnover and the availability of appropriate sized units, groups of applicants will be selected from the waiting list pending verification and final determination of eligibility.

A. MANAGEMENT OF THE WAITING LIST

The HHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained in order of date and time of application receipt.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting Lists

The HHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the HHA to house an applicant in an appropriate unit within a reasonable period of time.

When the HHA opens the waiting list, the HHA will advertise through public notice in the following newspapers, minority publications and media entities. location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

The notice will contain:

The dates, times, and the locations where families may apply.

Any system of site-based waiting list offered by the HHA.

The programs for which applications will be taken.

A brief description of the program.

A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HHA address and telephone number, how to submit an application, information on eligibility requirements.

When Application Taking is Suspended

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

B. WAITING LIST

Families who reach the top of the waiting list will be contacted by the HHA to verify their status and, if verified, the HHA will schedule an Occupancy Interview. Applicants must attend the Occupancy Interview and may not retain their place on the waiting list if they refuse to accept a suitable unit offered by HHA and their name will be placed on the bottom of the waiting list.

The waiting list will be organized by date and time.

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the HA waiting list.

C. INCOME TARGETING

The HHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the HHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "very poor families."

The HHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely poor families" to public housing in a fiscal year, to the extent that the HHA has provided more than 75 percent of newly available vouchers and certificates to "extremely poor families." This fungibility provision discretion by the HHA is also reflected in the HHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely poor families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers and certificates in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the HHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the HA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the HHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Low Income Family Admissions

Once the HHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the HHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

Very Low-Income Family Admissions

Once the HHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the HHA will fill the remainder of its new admission units with families whose incomes do not exceed 50% of the HUD approved area median income.

Combining Low and Very Low-Income Family Admissions

N/A

D. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The HHA will take the following action when processing families for developments designated for the elderly:

When there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) receive a preference for this type of unit.

When there are insufficient elderly or near-elderly families who wish to reside in a development, and units are ready for leasing more than 60 days, all other family types are eligible for such units.

Procedure to Be Used When There Are Insufficient Applicants on the List

When there are insufficient applicants on the waiting list for the elderly-designated development, the development will contact applicants on other waiting lists to determine their interest in applying for the waiting list of the development with insufficient applicants on it. If an interested elderly family is located, the housing management staff of the development with no waiting list will place the applicant on its waiting list, also, and contacted to verify their preference and complete a full application when their name is close to the top of the waiting list.

Where the HHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units the HHA will notify local senior service centers and local media sources aimed at the elderly to recruit elderly families for the waiting list for these projects.

When there are no elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, near-elderly applicants who are 50-62 years of age can be admitted to the elderly-designated development. If there are no near-elderly applicants on the list, the development

housing management staff will contact near-elderly applicants on other development lists to determine interest and add to their list, if applicable.

When there are no near-elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, single applicants who are below 50 years of age can be admitted to the elderly-designated development.

E. UNITS DESIGNATED FOR THE DISABLED

The HHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessible units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

F. MIXED POPULATION UNITS

A mixed population project is a public housing project, or portion of a project that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

G. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the HHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HHA's general occupancy units.

The HA will treat all single applicants who are not elderly or disabled as they would any other family for admission purposes.

Singles Preference

Single persons who are not elderly, disabled or displaced will not be admitted before elderly, disabled and displaced families of up to two persons, regardless of preference.

H. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The HHA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The HHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in the HHA's deconcentration efforts.

The HHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the HHA in its deconcentration goals.

If the HHA's annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular project, the HHA will evaluate the changes to determine whether, based on the HHA methodology of choice, the project needs to be redesignated as a higher or lower income project or whether the HHA has met the deconcentration goals and the project needs no particular designation.

Deconcentration and Income-Mixing Goals

N/A

HHA Incentives for Higher Income Families

N/A

I. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

The HHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the HHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the HHA must offer to place the family on the public housing waiting list.

J. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

The waiting list will be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within the specified date s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

The HHA allows a grace period of seven (7) days after completion of the purge. Applicants who respond during this grace period will be reinstated.

The HHA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

K. OFFER OF ACCESSIBLE UNITS

The HHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the HHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the HHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

(See Chapter 9, Leasing)

L. PLAN FOR UNIT OFFERS

The HHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

The first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The HHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

M. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

N. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the HHA will:

Place the applicant's name on the bottom of the waiting list.

O. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within five (5) working day of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the HHA will send a certified letter.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will be placed at the bottom of the waiting list.

Examples of "*good cause*" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

The family demonstrates to the HHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders,

or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit is inappropriate for the applicant's disabilities.

Applicants With a Change in Family Size or Status

The family will take the appropriate place on the waiting list according to the date they first applied.

P. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the HHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under-utilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

The HHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The HHA’s Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

One bedroom will generally be assigned for every two family members. The HHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship) and children under 5 years of age.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant’s family.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

The living room will not be used as a bedroom.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

The HHA will grant exceptions from the guidelines in cases where it is the family's request or the HHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

At the HHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the HHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier, or live in a preferred project.

For a three person family that includes two adults and an infant, the HHA may allow the family to lease a one bedroom unit in a desired general occupancy project.

However, the HHA will not lease a one bedroom unit to a three person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit for at least one (1) year.

The HHA may offer a family a unit that is larger than required by the HHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy or the HHA determines that the common area for the project is insufficient for accommodating any additional large families.

In all cases, where the family requests an exception to the general occupancy standards, the HHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the HHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the HHA before the family is placed on the larger bedroom size list. The MA will consider these requests:

Person with Disability

The HHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately justified and verified by a physician.

Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a medical professional and/or social service professional.

The HHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

All members of the family residing in the unit must be approved by the HHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HHA within ten (10) days.

To avoid vacancies, the HHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

C. ACCESSIBLE UNITS

The HHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the supervisor who will make determination after review of the situation, the individual circumstances, and the verification provided.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HHA's policies in this Chapter address those areas which allow the HHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for this HHA is \$50.00

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the HHA

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

The HA recognizes that in some instances even the minimum rent may create a financial hardship for families. The HA will review all relevant circumstances brought to the HA's attention regarding financial hardship as it applies to minimum rent.

HA Procedures for Notification to Families of Hardship Exceptions

The HA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The HA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

The HA will notify all families at time of lease up of their right to request a minimum rent hardship exception.

The Executive Director or his/her designee will document in the family's file that the family has been notified of their right to request a minimum rent hardship exception.

The HA notification will advise the family that hardship exception determinations are subject to HA grievance procedures.

The HA will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

The HA will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the HA determines whether the hardship is:

Covered by statute

Temporary or long term

If the HA determines that the minimum rent is not covered by statute, the HA will impose a minimum rent including payment for minimum rent from the time of suspension.

The HA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the HA or HUD

Temporary Hardship

If the HA determines that the hardship is temporary, a minimum rent will be imposed, including backpayment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

The HHA defines temporary as up to 90 days.

Repayment Agreements for Temporary Hardship

The HA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will request half of the balance down within fourteen (14) days and divide the remaining balance up to 6 month to arrive at a reasonable payment increment that will be added to the families regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

Minimum rent arrears that are less than \$50.00 will be required to be paid in full the first month following the end of the minimum rent period.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the HA will reevaluate the families ability to pay the increased rent amount and:

Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

The HA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the HHA."

Retroactive Determination

If the family is owed a retroactive payment, the HA will offset the families future rent payments by the amount in which the HA owes the family.

B. INCOME AND ALLOWANCES

Income: The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

Optional Income Exclusions

The HHA adopts the following additional exclusions from annual income:

Exclusion will be applied to Health and Dental Insurance premiums paid by the family

Exclusion will be applied to taxes deducted from Gross Pay for employed families, but only equivalent to the amount of normal deductions (i.e., single parent with two children would normally claim 3 dependents, and exclusion will be calculated as such, even if the wage earner claimed only 1 dependent and so on).

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

The HHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The HHA will share information regarding new policies governing training income derived from qualifying employment training programs with applicants, participants and local social service providers. The HHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the HHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to

obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program, or
- Basic education.

For this purpose Annual Income does not include the following:

- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions in Accordance with 24 CFR 5.609(c) (13)

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

The HHA will determine that this training program has all five components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by a Federal, State or local law;
- be funded by the Federal, State or local government;
- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

- child care;
- transportation;
- personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling);
- health care services (including outreach and referrals);
- youth leadership skills; youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

Exclusion Period

The exclusion period is defined as the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18-month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period the exclusion continues.

If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the family member is terminated from employment with good cause, the exclusion period shall end.

Training Programs Funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the HHA, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Employment Before Completion of Training Program

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income.

"Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

Other Factors to be Considered

The 18-month exclusion also applies to residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account would be decreased or eliminated for a period of time.

For self-employed residents, the HHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the HHA will review the resident's wages for the past 18 months and average the income. That averaged income will become the resident's base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

If more than six months goes by before the resident starts their first job, the earnings from that job will

be counted in full.

The resident is required to notify the HHA within ten working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The HHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the HHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HHA will:

Compute Rent Each Month Based on the past month's income

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous month will be used.

Income from the previous month may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

The method used depends on the regularity, source and type of income.

E. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification (Personal Declaration form) every 3 months

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HHA will calculate the Total Tenant Payment by:

1. Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

G. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every six (6) months on a regular basis or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$600.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, the HHA may make an inquiry of the family about contributions and gifts.

H. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HHA will accept as verification that the family is receiving an amount less than the award if:

The HHA receives verification from the agency responsible for enforcement or collection or any other financial documentation necessary to determine the amount of child support received.

It is the family's responsibility to supply a copy of the divorce decree.

I. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The HHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

The HHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, the HHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

Retroactive Calculation Methodology

The HHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The HHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HHA.

The family must pay this "retroactive" amount to the HHA in a lump sum.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The HHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$50.00. If the total value of assets disposed of within the two-year period is less than \$50.00, they will not be considered an asset.

L. CHILD CARE EXPENSES

Unreimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the HA's jurisdiction.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The HHA will survey the local care providers in the community to determine what is reasonable. The HA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the HHA may calculate the allowance using the guideline.

M. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture and related herbal medicines will not be considered allowable medical expenses.

Chiropractic services will be considered allowable medical expenses.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

O. REDUCTION IN BENEFITS

See chapter entitled "Reexaminations" for reduction in welfare benefits.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the HHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving TANF, the HHA will encourage the family to consider a vendor payment plan for rent and utilities.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities.

Paying the utility bill is the resident's obligation under the lease for family units. Failure to pay utilities is grounds for termination of the Lease.

Q. EXCESS UTILITY PAYMENTS

Residents in units where the HHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

R. CEILING RENTS

The HHA acknowledges that there are several advantages to ceiling rents. Ceiling rents provide a maximum rent which is advantageous to families of higher incomes. Establishing ceiling rents offers families of increasing or higher incomes an incentive for living in public housing. Ceiling rents help the HHA to attract higher income families and create a broad range of incomes and a more diverse tenant body, which is consistent with HUD's affirmative fair housing goals. Ceiling rents serve to assist families transitioning from welfare to work and families that desire to obtain better jobs. Ceiling rents may also help the HHA to fill vacancies in some of its less desirable units or developments.

For all units where ceiling rents are applied the lower of the total tenant payment or the ceiling rent will be applied.

Ceiling Rents Implemented Under Preexisting Law (Traditional Method)

The HHA established ceiling rents for all of its current public housing units utilizing previously authorized HUD approval.

The QHWRA authorizes the HHA to continue to use the system it currently has in place as a basis for setting ceiling rents as previously applied under preexisting law.

The current ceiling rents were established using a formula that first calculated the sum of the cost to cover the average monthly debt service and average monthly expenses;

Currently the HHA has applied ceiling rents to its inventory-wide public housing stock.

Ceiling Rents as Authorized Under the 1998 QHWRA

The HHA will not set ceiling rents below 75 percent of the monthly cost to operate the units at any of its public housing units.

The HHA will not set ceiling rents below 100 percent of the monthly cost to operate the units for housing designated for occupied predominantly by elderly or disabled families.

HUD defines predominantly as at least 80 percent occupancy by such families.

The monthly cost of operating the HHA's housing is defined as one twelfth of the sum of all annual operating expenses reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year and the aggregate annual utility allowances for all tenant paid utilities; minus the sum of (1) excess utility charges and (2) annual cost, if any, associated with units approved for deprogramming [* PIH Notice 98-41].

The HHA will ensure that all of its ceiling rents will be unit based and not applied to certain families or certain categories of families.

Board Resolution

The HHA will request the HHA board of commissioners to pass a board resolution which describes the basis for the HHA ceiling rents and indicates the effective date of the ceiling rent policy.

The HHA may forward a copy of the adopted board resolution to the local HUD field office.

Notice to Residents

The HHA will provide 30 day notice to all families affected by any new ceiling rent policies.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR 5.617, 24 CFR 960.206]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HHA. Applicants and program tenants must furnish proof of their statements whenever required by the HHA, and the information they provide must be true and complete. The HHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the HHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written: The HHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. Third-Party Oral: The HHA may also use telephone verifications so long as they are properly documented indicating date and time of verification, third party name and company name.
3. Review of Documents: The HHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. Notarized Statement: A notarized statement will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, HA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter 3. D. Full Application.)

For applicants, references/verifications may not be more than up to 120 days old at the time of a unit offer. For tenants, they are valid for up to 120 days from date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 120 calendar days.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

The HHA will accept verifications delivered by the family as third party documents:

- * Social Security Administration
- * Veterans Administration
- * Welfare Assistance
- * Unemployment Compensation Board
- * City or County Courts

- * Pharmacies for prescription drugs
- * Child Support

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HHA will compare the information to any documents provided by the Family. If provided by telephone, the HHA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information Has not been verified by the third party within two weeks, the HHA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The HHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Computer print-outs from the employer

- Signed letters (provided that the information is notarized or confirmed by phone)

- Other documents noted in this Chapter as acceptable verification

The HHA will accept faxed documents.

The HHA will accept photo copies, other than Social Security Cards.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HHA will utilize the third party verification.

Self-certification/Self-declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self certification means certification/statement under penalty of perjury.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the HHA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies and when the HA has computer capability, computer matching will be done.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

Legal Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the HHA will use to verify various types of income. Whenever "in this order" is used in this chapter, the HA will request and utilize verifications, if available, in the order specified.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Self-certification or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HHA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits

2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared by the providing agency.
4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.
4. Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from Court Trustee. HHA must record the date, amount, and number of the check.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
5. If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare Notice of Action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order, include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.*
4. Family's self-certification/notarized statement as to net income realized from the business during previous years.

The HA may request the documentation identified in #4 above, regardless of the verification used.

Child Care Business

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" licensed operation the HHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

The HHA will conduct interim reevaluations every 180 days and require the tenant to provide a log with the information about customers and income.

Recurring Gifts

The family must furnish a Notarized Statement which contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The HHA may request information from the State Employment Development Department.

The HHA may request information from IRS.

The HHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

Full-Time Student Status

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the HHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The HHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the HHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Handicapped Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The HHA will use mileage at the HHA's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to

be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Current, valid Driver's license

U.S. passport

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

* If no other proof can be provided, the HHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were tenants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HHA does not supply the documents, the HHA must conduct the determination.

Extensions of Time to Provide Documents. The HA will grant an extension 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The HA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the HHA. The applicant/tenant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the HHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

Other HHAs (to whom the family may owe debt)

(See Chapter 2, Eligibility)

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The HHA will determine if applicants owe any monies to HA's from previous tenancy or participation in any HUD housing program.

The HHA will independently verify the rent-paying history of all applicants for the previous year directly with the landlord(s).

Drug-related or violent criminal activity

The HHA will complete a criminal background check of all applicants [including other adult members in the household], or any member for which criminal records are available.

Housekeeping

The HHA will obtain references from prior landlords for the previous years to determine acceptable housekeeping standards.

The HHA may conduct a home visit prior to admission.

Chapter 8

TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to the HHA and to the families. However, it is the policy of the HHA to permit a resident to transfer within or between housing developments when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the HHA.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family to be:

Closer to a place of employment;

Closer to a relative who will care for children of a working [motherparent](#); or

Closer to a required medical treatment center; or

In areas providing more opportunity for economic self-sufficiency; or

To move from an upstairs to a downstairs units for medical or accessibility reasons; or

In an area more desired by the family than the one in which they presently live.

The HHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

Families transferring to another development must have paid the security deposit in full at the losing development. Any move-out charges will be posted to the new unit.

The HHA will charge the families for any damages to the previous unit. The resident is responsible for these charges in accordance with the terms of the Lease.

Except in emergency situations, transfers will be avoided when the family is:

Delinquent in its rent;

In the process of reexamination to determine rent and eligibility; or

About to be asked to move for reasons other than non-payment of rent.

Not in good standing with the HHA due to rental history or a history of disturbances, [Or](#) poor sanitation and housekeeping practices.

Rank Order of Transfer List

The Transfer Waiting list will be maintained in rank order by:

Emergency

Medical hardship

Unit too large or small

Date of approval

All other reasons

Mandatory Transfers

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The HHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the HHA will evaluate the reason for the refusal and determine if it is one of good cause. If the HHA determines that there is no good cause, the HHA will begin lease termination proceedings.

The HHA will consider the living area for occupancy standards so that the family may avoid losing their assistance.

The HHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have five (5) days from the issue date of the Notice to Terminate to request an informal conference.

The Executive Director has the authority to suspend the mandatory transfer policy for ~~an indefinite period of time for~~ fourteen (14) days should the resident request such time as to provide sufficient information to the HHA to support the family's position.

Non-Mandatory Transfers

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer. The family is required to be in good standing and current on their account.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

If the family has good cause for refusing the unit, the HHA will not count that unit as an offer and will allow the family to remain on the transfer list until another unit is offered

Good cause may be ~~any of the following reasons~~ due to :

Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

Emergency Transfers

The HHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act on the part of the resident or a member of the resident's household.

The resident's unit has been damaged by fire, flood or other causes to such a degree that the unit is not habitable, provided that, although the damage was a result of carelessness or negligence of the resident or a member of the resident's household, and the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the HHA for the expense of repairing such damage. The HHA strongly encourages their residents to maintain Renter's insurance.

Special Circumstance Transfers

The HHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled. In such cases the family may only be offered temporary relocation and may be allowed to return to their unit once rehabilitation is complete.

The HHA has a need, at the discretion of the Executive Director to transfer the resident family to another unit and the resident voluntarily agrees to such transfer.

Moving Costs

The resident, except when the transfer is because the unit is uninhabitable ~~due to uninhabitability~~, through no fault of the resident, or the need of the HHA, will pay all moving costs related to the transfer.

Security Deposits

The family will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.

If a new deposit will create a financial hardship for the family the HHA will enter into a payment agreement with the family. Any unused portion of the deposit from the family's current unit will be applied to the balance on the new security deposit and the family will be required to fulfill the remaining portion of the payment agreement until the security deposit on the new unit has been paid in full.

The HHA will require a new security deposit of all families regardless of whether it is a required move or it is the family's choice.

Security deposits will always be transferred from the losing development to the gaining development.

A transfer between developments will not be considered a move-out.

B. TRANSFERS BETWEEN NON-ELDERLY DEVELOPMENTS

A transfer between non-elderly developments is generally based on an immediate need.

For this reason, the management will advise the resident of the locations where a suitable vacancy would be most apt to occur.

C. TRANSFERS FROM NON-ELDERLY TO ELDERLY DEVELOPMENTS

Transfers will be based on needs such as proper bedroom size and availability of social services within the community, which meet the family's needs.

Priority will be given to elderly families living in upstairs units needing to transfer for medical reasons to downstairs units.

The HHA will consider all requests from elderly participants living in non-elderly projects who wish to transfer into an elderly project, provided there are no non-elderly family members to be considered.

D. TRANSFERS BETWEEN ELDERLY DEVELOPMENTS

Only in unusual cases will a family be transferred from one elderly development to another elderly development or to another unit within the same elderly development. An exception is made in the case of a person occupying an upstairs apartment for which it is a medical hardship to continue to climb stairs.

E. TRANSFERS WITHIN THE DEVELOPMENT (FAMILY)

The HHA does not allow residents to transfer from one unit to another within the same development, unless it is needed to provide a as a reasonable ~~request as an~~ accommodation for a disabled family ~~with a member with a disability~~

This policy of not transferring is not to be confused with the provision of the lease, which requires the resident, at the request of management, to move to an appropriate size unit.

F. TRANSFERS DURING INITIAL OCCUPANCY

~~After the initial occupancy period of one year has been attained, transfers are to be considered in accordance with other transfers.~~

GF. TRANSFER REQUEST PROCEDURE

Residents desiring transfer to another unit or development will be required to sign a Request for Transfer.

Residents applying for a transfer will have to complete a transfer request form stating the reason a transfer is being requested. The Executive Director will evaluate the request to determine if a transfer is justified.

The Executive Director's endorsement will be completed and the original of the Request for Transfer form will be maintained at the administrative office until the family is offered and accepts a unit and a copy will be sent to the family for their records.

The approved request for transfer form will be kept in a file.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the bedroom size desired.

The resident will be informed of the security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

HG. PROCESSING IN AND OUT OF DEVELOPMENTS

There will be no more than five (5) working days between move-out and move-in.

The resident's records will show a continuous residence in public housing in one development or the other, but not in both [projectsdevelopments](#) at the same time.

The resident will be informed that once the family has leased up and been issued the keys, the family will be charged rent on both units after the 5th working day, unless there are unusual circumstances.

Losing Developments

Transfers to other developments will be processed in the same manner as move-outs. The name of the transferred resident and the name of the development s/he transferred to, with other required information, will be reported as a move-out on the [Project Daily Vacancy](#) Report.

Gaining Developments

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit. The name of the transferred resident and the name of the development s/he transferred from, with other required information, will be reported as a move-in on the Vacancy Report.

The transferred resident, between public housing projects, does not have to meet the admission eligibility requirements pertaining to income ~~or preference~~.

II. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining development to be effective the first of the month following the month of the transfer.

II. RE-EXAMINATION DATE

The management should be certain that the annual review is properly scheduled to give the staff time to re-determine rent in order to meet the established re-examination date.

AGREEMENT TO TRANSFER

This Lease Rider modifies the terms and conditions of the Lease dated _____ between HERINGTON HOUSING AUTHORITY as the Landlord, and _____ as Resident, and shall be attached to and become a part of the Lease. Unless modified herein, all provisions of the Lease shall remain in full force and effect.

The following new paragraph shall be part of the Lease:

In order to comply with Section 504 of the Rehabilitation Act of 1973, Landlord must first lease accessibility features of the vacant unit and occupying a unit not having such features. If no such Resident exists, the unit will be leased to an eligible qualified applicant on the waiting list who requires the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the Landlord may require the applicant to agree to move to a non-accessible unit when available.

TERMS AND CONDITIONS

1. Resident acknowledges that he or she has been offered an accessible unit and does not have a handicap requiring such unit;
2. Resident hereby agrees to move to a non-accessible unit upon request of the Landlord;

Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is the HHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the HHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease, a HHA representative will provide a lease orientation to the family head of household and other adult members of the household, if applicable.

Orientation Agenda

When families attend the lease orientation, topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Utility requirements
- Provisions of the Lease
- Orientation to the community
- Unit maintenance and Work Orders
- Explanation of occupancy forms
- Terms of occupancy

B. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of the HHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be mailed to the tenant after the Executive Director signed the Lease, and the HHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current HHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants.

A new lease is executed at the time of the transfer of a tenant from one HHA unit to another.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts. If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to HHA approval.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" which is required to be signed only by the HHA, which becomes an addendum to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to HHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The HHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

C. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the HHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the HHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the HHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry;

Resident is awarded custody of a child over the age for which juvenile justice records are available;

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on HHA discretion:

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are exempt from the pre-screening process.

The HHA will request that the public housing tenant provide the HHA with a signed consent form from the parent(s) or legal guardian allowing the HHA to check the juvenile records of the child. Sources to be checked may include any of the following:

 School Records (attendance/behavior)

 Juvenile Probation/Court Records

 Police Records

4. In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the HHA occupancy standards, the HHA may ~~will not~~ approve the addition.
5. The HHA may ~~not~~ approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list.
6. Residents who fail to notify the HHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the HHA, and the entire household will be subject to termination [24 CFR 966.4(f)(3)].
7. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify the HHA of the move-out within ten (10) days of its occurrence.

These individuals may ~~not~~ be readmitted to the unit and must apply as a new applicant ~~for placement on the waiting list~~.

The HHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

- ~~8.8.~~ The resident may not allow visitors to stay overnight more than seven consecutive days in a twelve month period. The family must request HHA approval prior to visitors arriving who will be in the unit in excess of seven consecutive days in a year.

~~The manager may authorize overnight visitors provided the visit does not exceed seven days.~~

~~The family must request MHA approval prior to visitors arriving who will be in the unit in excess of seven days in a year.~~

Visitors who remain beyond this approved period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

9. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of the HHA who has been evicted to occupy the unit for any period of time.

Residents must advise the HHA when they will be absent from the unit for more than seven days and provide a means for the HHA to contact the resident in the event of an emergency. Failure to advise the HHA of extended absences is grounds for termination of the lease.

D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES **[24 CFR 8.27(a)(1)(2) and (b)]**

~~*INSTRUCTION: Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.*~~

Before offering a vacant accessible unit to a non-disabled applicant, the HHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The HHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will require utilization of the . "Agreement to Transfer" Form (See Chapter 8 – Transfer Policy).

E. UTILITY SERVICES

TenantResidents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

F. SECURITY DEPOSITS

Security Deposit

New tenants must pay a security deposit to the HHA at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

~~The amount of the Security Deposit is the Total Tenant Payment.~~

~~The amount of the Pet Deposit is ½ months rent.~~

The HHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the HHA. However, no less than one-fourth of the required deposit must be paid before occupancy. If the Total Tenant Payment is Less than the established Security Deposit for a one or two bedroom unit, the Security Deposit will be due and payable in full at the time of lease signing.

The remainder of the deposit must be paid within 90 days, ~~for elderly units, 90 days for Family~~

The HHA will hold the security deposit for the period the tenantresident occupies the unit.

Upon vacating the unit, the HHA will refund to the Tenantresident -the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The HHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

The HHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The HHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, the HHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the HHA-. All keys to the unit must be returned to the Management upon vacating the unit.

The HHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the HHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

Pet Deposit

(See Chapter 10 - Pet Policy.)

G. RENT PAYMENTS

The tenant rent is due and payable at the HHA-designated location on the first (1st) working day of every month, with a grace period until the fifth (5th) working day. If the fifth (5th) working day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the HHA does not receive payment by the ~~agreed upon date~~ above date, a late fee will be charged. If the rent is not paid byon or before the 10th calendar day, a Notice Terminating Tenancy and to Quit will be sent.

H. FEES AND NON-PAYMENT PENALTIES

If the tenant fails to make payment by the tenth (10th) calendar day of the month, a Notice Terminating Tenancy and to Quit will be issued to the tenant with a 14 day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the fifth (5th) working day of the month, a late fee of \$5.00 ~~per month~~ will be charged. \$1.00 per day will be charged every day thereafter until the rent is paid in full.

A charge of \$20.00 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the date the notice period is up, the rent will be considered unpaid.

The HHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

If the HHA has not agreed to accept payment at a later date, a Notice Terminating Tenancy and to Quit will be issued for failure to pay rent.

Any payment received will be applied to the oldest charges in the resident's account with the exception of debts currently under a payment agreement.

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the Administrative Office, and they will be provided to applicants and tenants upon request.

J. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty (30) days written notice of any proposed modifications or revisions, [and](#) will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the administrative office, and:

Mailed by first class mail to the tenant.

K. CANCELLATION/TERMINATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

L. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

The HHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HHA and the tenant, will be kept in the tenant file.

Any adult member may sign the inspection form for the head of household.

Move-Out Inspections

The HHA Executive Director or designee will access the move-in inspection report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the HHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

~~The resident is encouraged to participate in the move-out inspection.~~

Annual Inspections

The HHA will inspect all units annually using HUD's minimum Housing Quality Standards (HQS) as a guideline.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given fourteen (14) days to correct noted items. Another inspection will be conducted to ensure compliance.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into HQS compliance, needed repairs will be completed by the HHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

Required corrections will be repaired by the HHA within seven (7) days of the inspection date. Resident will be notified at least two (2) days before the date of the required repairs.

Damages beyond "normal wear and tear" will be billed to the resident.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease.

Residents who are in violation of their lease due to repeated failed inspections will be subject to a Notice of Lease Violation.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the HHA can be of service to the family.

The HHA staff will conduct quality control inspections on all units in which housing management, maintenance or other staff requested an inspection, or -where repairs were made to vacant units generated by move-out inspections, or that are under general contract maintenance, or ~~contracted out to low bid contractors~~

The purpose of these quality control inspections is to ensure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

~~The management will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the MHA can be of service to the family.~~

Special Inspections

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review HHA operations periodically and as a part of their monitoring may inspect a sampling of the HHA's inventory.

Other Inspections

The HHA Executive Director or designee will periodically conduct walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff and/or maintenance staff, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the Executive Director may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Escaping gas

Plumbing leaks which have the capacity to create flooding or cause damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard

Units with elderly and/or disabled residents have the following additional standards for repairs to be conducted in less than 24 hours:

Inoperable HHA-owned air conditioner/heater (seasonal) or refrigerator

Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the HHA if the smoke detector is in need of repair.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below)

Entry of Premises Notices

Reasons the HHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The HHA will give two (2) days prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

~~The MHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.~~

If no person is at home, the Executive Director will enter the unit and conduct the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason, date and time the unit was entered.

~~A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least two (2) days before entry.~~

Where the HHA is conducting regular annual examinations of its housing units, the family will receive at least two (2) days reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the MHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the HA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The HA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The HHA may request verification.

Repairs requested by the family will not require prior notice [of entry](#) to the family. Residents will receive a copy of the work order performed, stating date and time and the work performed.

Non-Inspection Emergency Entry

The HHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection

The HHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight (48) hours written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail. The family must notify the HHA at least twenty-four (24) hours before the inspection date to reschedule the inspection, if necessary.

The HHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The HA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the HHA will issue a Notice of Lease Violation.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Notice of Lease Violation, and a reinspection will be conducted within fourteen (14) days by housing management staff.

If the family fails to comply with the reinspection, or repeats the violation, it may result in lease termination. Notice of Lease Violations will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

Tenant Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

Chapter 10
PET POLICY

**THIS SECTION RESERVED UNTIL FINAL REGULATIONS ARE ISSUED BY THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Chapter 11

RECERTIFICATIONS

[24 CFR 5.617, 24 CFR 960.209]

INTRODUCTION

–This Chapter defines the HHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

HUD requires that the HHA recertify all families at least annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but the HHA decides what other changes must be reported and the procedures for reporting them. ~~–This Chapter defines the MHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.~~

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/non contending documents.

B. ANNUAL RECERTIFICATIONS

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Annual Recertifications are executed once per year according to established schedules for all sites. The Annual Recertification schedule is as follows:

- ◆ Herington Heights I: On March 1 or October 1, whichever is closest to the Anniversary date of the current residents current Lease
- ◆ Herington Heights II: On March 1 or October 1, whichever is closest to the Anniversary date of the current residents current Lease
- ◆ Herington Heights III: On March 1 or October 1, whichever is closest to the Anniversary date of the current residents current Lease

At the first annual recertification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

An annual recertification will be conducted in accordance with above schedule. An additional annual recertification may be required in some cases to ensure the annual recertification is completed within a twelve (12) month period.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HHA will provide the notice in an accessible format. The HHA will also mail the notice to a third party, if requested, as a reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

- a. Methodology: The HHA's method for conducting annual recertifications will be:

To permit the family to come in anytime at their convenience to review and sign the annual recertification within the time frame specified by the HHA.

- b. Persons with Disabilities

Persons with disabilities, who are unable to come to the HHA's office will be granted an accommodation of conducting the interview at the person's home and/or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

Collection of Information and [dD](#)ocuments Required From the Family

In the notification letter to the family, the HHA will include instructions for the family to submit the following documents:

Personal Declaration Form completed by head of household
Documentation to substantiate any deductions or allowances

The family is required to complete a *Personal Declaration* form prior to all annual recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members

If the head of household is unable to attend the interview:

The spouse and/or any adult may recertify for the family, provided that the head comes in within seven (7) days to recertify.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to one day prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HHA, the HHA will mail a reminder letter and require the family to sign the Annual Recertification within seven (7) days from the reminder letter. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HHA will:

Mail a Notice of Lease Violation, giving the family a final opportunity to sign the annual recertification within fourteen (14) days from the date of the Notice of Lease Violation was mailed.

Exceptions to these policies may be made by the Management if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

- € The continued eligibility of the resident as a *family* or as the *remaining member* of a family;
- € The unit size required by the family;
- € The amount of rent the family should pay.

Changes In The Tenant Rent

If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

Tenant Rent Increases

If there is any change in rent, the lease will be amended and a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

If tenant rent increases, it will be effective on the first day of the second month following the change; a Notice of Rent Change will be mailed to the family. This notice will inform the tenant of a change in their rent. The tenant must come to the office within seven (7) days to sign the recertification. The recertification constitutes an addendum to the Lease.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the date the interim recertification should have been effective.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first day of the following month the change occurred. Changes must be reported in writing within ten (10) days from the date the change occurred.

If the family causes a delay so that the processing of the reexamination is not complete before the first day of the next month, the rent change will be effective on the first day of the month following completion of the reexamination processing by the HHA.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to the HHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the HHA of the family member being added to the lease.

Interim Reexamination Policy

The HHA will perform Interim Reexaminations at the request of the family and/or in accordance with this Policy. For families who income fluctuates monthly, the HHA may elect to perform Interim Reexaminations as follows:

- Monthly; or
- By averaging at least 3 months of income and scheduling regular Interim Reexaminations at appropriate intervals.

~~*INSTRUCTIONS: HUD permits PHAs to decide if increases in income and assets must be reported by the family, when increases must be reported, and whether or not interim adjustments will be done when there is an increase in income. Even if the PHA does not do interim adjustments when families have an increase in income, the PHA can still require families to report any increases.*~~

Increases in Income to be Reported

Families must report all increases in income/assets of all household members to the HHA in writing within ten (10) calendar days of the occurrence.

Families are required to report the following increases in income:

Increases in earned income from the employment of a current household member

Increases in income because a person with income joins the household

Increases in household income occurring as a result of a new income source

Increases of earned income of more than \$50 per month

Increases of any amount from all sources other than earned income

Increases In Income and Rent Adjustments

The HHA will process rent adjustments for all increases in income which are reported between regularly scheduled recertifications, except that the HHA will not process rent adjustments resulting from an increase in *earned* income under \$600.00 annually until the next regularly scheduled recertification.

If there is a change from benefit income to employment income, the HHA will defer the family's rent increase for one-year, in order to encourage families to move to self-sufficiency. This incentive will only be provided once to any family member.

Rent increases (except those due to misrepresentation) require 30 days notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

The HHA will process the rent adjustment unless the HHA confirms that the decrease in income will last less than 30 calendar days.

The HHA will process rent adjustments whenever there is a decrease in income.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Cooperation Agreements

The HA has an unwritten cooperation agreement in place with the local welfare agency which assists the HA in obtaining the necessary information regarding welfare sanctions.

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The HA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

E. OTHER INTERIM REPORTING ISSUES

An interim reexamination will be scheduled for families with zero income every 120 days.

If there is a change from benefit income to employment income, the HHA will defer the family's rent increase for one-year, in order to encourage families to move to self-sufficiency. This incentive will only be provided once to any family member.

In the following circumstances, the HHA may conduct the interim recertification by mail:

Changes that will not result in a change in tenant rent.

As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")

HHA Errors

If the HHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HHA requires that families report interim changes to the HHA within ten (10) calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within ten (10) calendar days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the HHA), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The HHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

Procedures when the Change is not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement (see chapter 14)

The HHA will not execute a payment agreement if the payback is so much that it will take the family longer than twelve (12) month to complete the agreement.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HHA and not retroactively.

Procedures when the Change is not Processed by the HHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HHA. The family must request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten (10) calendar days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the HHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

Increase in Family Size

The HHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage or marital-type relation

Addition of a minor who is a member of the nuclear family who had been living elsewhere

Addition of a HHA-approved live-in attendant

Addition of any relation of the Head or Spouse

Addition due to birth, adoption or court-awarded custody

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of Temporarily/Permanently Absent

The HHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the HHA before they move out of a unit in accordance with the lease and to give the HHA information about any family absence from the unit.

Families must notify the HHA if they are going to be absent from the unit for more than ~~fifteen (15)~~seven (7) consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit, without HHA permission, for more than thirty consecutive days, the unit will be considered to be vacant and the HHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the HHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the HHA can verify that the person was unable to notify the HHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the HHA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for two consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than thirty (30) consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for thirty (30) consecutive days. The rent and other charges must remain current during this period.

The HHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the HHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HHA will treat that adult as a visitor for the first seven (7) calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the HHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the HHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The HHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted.

Visitors (See Chapter on Leasing)

Any adult not included on the HUD 50058 who has been in the unit more than three (3) consecutive days in the month will be considered to be living in the unit as unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or HHA staff will be considered in making the determination.

The HA will consider:

Statements from neighbors and/or HHA staff

Vehicle license plate verification

Post Office records

Drivers license verification

Law enforcement reports

Credit reports

KPL, phone, and/or water bills

Lease Agreements in effect

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HHA will issue a Notice of Lease Violation for the first incident; subsequent incidents will result in termination of the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to seven (7) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 50% per year, the minor will be considered to be an eligible visitor and not a family member.

In a joint custody arrangement, if the minor is in the household less than 50% per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the HHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor or is legally married; or

The HHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

The HHA shall grant exceptions from the occupancy standards if the family requests and the HHA determines the exceptions are justified according to this policy.

The HHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

The HHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approved change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status;
AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The HHA may no longer offer temporary deferral of termination (See Chapter on "Lease Terminations").

Chapter 12

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The HHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the HHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing thirty (30) days advance notice HHA as defined in the lease agreement.

B. TERMINATION BY HHA

The lease may be terminated by the HHA at any time by providing thirty (30) days written notice for serious or repeated violations of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by ~~the Landlord~~HHA for the benefit and well being of the ~~housing project~~housing development and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the Landlord (the HHA) will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The Landlord (HHA) will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Other good cause.

C. NOTIFICATION REQUIREMENTS

The HHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant ([certified mail](#) return receipt requested).

The return of the certified mail receipt, whether signed or unsigned, shall be considered e proof that the resident received proper notification.

Timing of the Notice

If the HHA terminates the lease, written notice will be given as follows:

At least thirty days written notice in all cases of lease violations.

The HHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

The HHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing [projectdevelopment](#) in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The HHA will terminate assistance of participants in cases where the HHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the HHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

If there are more than three (23) incidents involving alcohol during a twelve month period it will be considered a *pattern* for possible termination.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the HHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The HHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible thirty to fifty day rehabilitation program approved by HHA.

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The HHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) do not reside in the unit. The HHA will consider evidence that the person is no longer in the household such as a (divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence).

D. RECORD KEEPING

All files on terminated tenants will be maintained for sixty months and then destroyed thereafter. If the family is in debt to the housing authority at the time of departure, ~~the file will not be destroyed~~ and will be maintained for the duration of the housing authority.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96 (or up to 18 months if granted after 11/29/96).

However, due to the time frame applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the HHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS

INTRODUCTION

The ~~informal hearing~~private conference requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HHA. This Chapter describes the policies to be used when families disagree with a HHA decision. It is the policy of the HHA to ensure that all families have the benefit of all protections due to them under the law.

~~*INSTRUCTION: In addition to complaints from families, PHAs also receive complaints from employees and the public. It is suggested that PHAs develop specific procedures that define how such complaints will be processed.*~~

Grievances shall be handled in accordance with the HHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

~~*INSTRUCTION: If there is a separate lease and grievance policy, do not include the verbiage in this chapter.*~~

A. COMPLAINTS

The HHA will respond promptly to complaints from families. Each complaint regarding physical condition of the units may be reported in writing to the Administrative Office. Anonymous complaints are checked whenever possible. The HHA does require that complaints be put in writing.

Complaints from families/residents. If a family disagrees with an action or inaction of the HHA,

Complaints from families will be referred to the Executive Director.

Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules:

Complaints from staff will be referred to the Executive Director.

Complaints from the general public. Complaints or referrals from persons in the community in regard to the HHA or a family:

Complaints from the general public will be referred to the Executive Director.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the HHA's admission standards, or where the HHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for ~~an informal hearing~~ private conference.

Applicants must submit their request for ~~an informal hearing~~ a private conference in writing to the HHA within five (5) calendar days from the date of the notification of their ineligibility.

If the applicant requests ~~an informal hearing~~ private conference, the HHA will provide ~~an informal hearing~~ private conference within five (5) calendar days of receiving the request. The HHA will notify

the applicant of the place, date, and time.

~~Informal hearings~~Private Conferences will be conducted by ~~an impartial hearing officer~~the Executive Director. The person who who made the determination of ineligibility or a subordinate of that person cannot sit on the hearing panel.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the HHA will be considered by the ~~hearing officer~~Executive Director.

The ~~hearing officer~~Executive Director will make a determination based upon the merits of the evidence presented by both sides. Within five (5) calendar days of the date of the hearing, a designated member of the hearing panel will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing tenants do not apply to HHA determinations that affect applicants.

C. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the HHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure ~~of the MHA, which is~~ in effect at the time such grievance or appeal arises.

NOTE: Further information is provided in the HHA's Grievance Procedure.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

~~*INSTRUCTION: In accordance with 24 CFR 5.501, effective November 29, 1996, HAs may elect not to comply with ("opt out" of) the Noncitizen requirements (Part 5, Subpart E). If the HA chooses to "opt out," noncitizen references should be removed from the ACO.*~~

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HHA hearing is pending but assistance to an applicant may be delayed pending the HHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do

not verify the claim, the HHA notifies the applicant or participant within five (5) days of their right to appeal to the INS within thirty (30) days or to request an ~~informal hearing~~private conference with the HHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HHA a copy of the appeal and proof of mailing or the HHA may proceed to deny or terminate. The time period to request an appeal may be extended by the HHA for good cause.

The request for an HHA hearing must be made within five (5) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within five (5) days of receipt of that notice.

After receipt of a request for an ~~informal hearing~~private conference, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing panel decides that the individual is not eligible, and there are no other eligible family members the HHA will:

- Deny the applicant family.

- Defer termination if the family is a participant and qualifies for deferral

- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

Chapter 14

FAMILY DEBTS TO THE HERINGTON HOUSING AUTHORITY

INTRODUCTION

This Chapter describes the HHA's policies for the recovery of monies which have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the HHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families or owners owe money to the HHA, the HHA will make every effort to collect it. The HHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

~~INSTRUCTION: The use of repayment agreements for PHAs is optional.~~

A Repayment Agreement as used in this Plan is a document entered into between the HHA and a person who owes a debt to the HHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HHA upon default of the agreement.

The maximum length of time the HHA will enter into a repayment agreement with a family is sixtwelve (12) months.

- The HHA will require one-half of the total debt as a down-payment, or another amount as determined reasonable by the HHA.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family’s repayment agreement is in arrears, the HHA will:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate tenancy

If the family requests a transfer to another unit and has a repayment agreement in place and the repayment agreement is not in arrears:

- The family will be required to pay the balance in full prior to the unit transfer.

Repayment Schedule for Monies Owed to the HHA

<u>Initial Payment Due</u> <u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
50%	\$0 - \$500	3 - 6 months
50%	\$501 - \$1,000	6 - 9 months

50%

\$1,001 - \$2,500

9-12 months

The Initial Payment Due can be negotiated if the family can document a hardship and is approved by the Housing Officer.

·

~~There are some circumstances in which the MHA will not enter into a repayment agreement. They are:~~

If the family already has a Repayment Agreement in place the HHA will not enter into another Repayment Agreement.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the HHA and all adult members of household.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Housing Officer.

No transfer will be approved until the debt is paid in full the, the Repayment Agreement is current, or the transfer is the result of the following causes, ~~and the Repayment Agreement is current~~:

- Family size exceeds the maximum occupancy guidelines
- A natural disaster

Additional Monies Owed

If the family has a Repayment Agreement in place and incurs an additional debt to the HHA:

The HHA will not enter into more than one Repayment Agreement at a time with the same family

If a Payment Agreement is in arrears more than 14 days, any new debts must be paid in full

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

INSTRUCTION: There are many differences in the ways that PHAs treat the collection of monies due to misrepresentations and program fraud versus the collection of monies due to owner claims and the untimely reporting of increases in income. We are offering the option here of either treating all monies owed in the same manner, or treating them differently depending on the reason the money is owed.

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting

Families who owe money to the HHA due to the family's failure to report increases in income will be required to repay in accordance with the repayment procedures for program fraud, below.

Program Fraud

Families who owe money to the HHA due to program fraud will be required to repay it in accordance with the repayment procedures for program fraud, below.

If a family owes an amount which equals or exceeds **\$2,500** as a result of program fraud, the case will be referred to Inspector General. Where appropriate, the HHA will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud

Families who commit program fraud (or untimely reporting of increases in income) will be subject to the following procedures:

INSTRUCTION: Select any compatible combination of the following choices.

~~The duration of the agreement will not exceed the duration of the violation.~~

The maximum time period for a Repayment Agreement will be ~~six (6)~~ twelve (12) months.

The family will be required to pre-pay 50% of the amount owed prior to or upon execution of the Repayment Agreement.

~~The amount of the monthly payment will be determined in accordance with the family's current income.~~

C. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than one (1) year^s old. |

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely.

Chapter 15

COMMUNITY SERVICE

[24 CFR 960.603-960.611]

INTRODUCTION

INSTRUCTION:—The Quality Housing and Work Responsibility Act of 1998 mandates PHAs to require that adults living in public housing comply with community service requirements.

A. REQUIREMENT

Each adult resident of the HHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

B. EXEMPTIONS

The HHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The HHA will re-verify exemption status annually except in the case of an individual who is 62 years of

age or older.

The HHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;

Participating in an educational or vocational training program (at least 30 hours per week) designed to lead to employment, at least 30 hours per week;

Improving the physical environment of the resident's development;

Volunteer work in a local school, hospital, child care center, homeless shelter, or other community service organization;

Working with youth organizations;

Helping neighborhood groups on special projects;

Raising young (pre-school) children at home where spouse is working;

Participation in programs that develop and strengthen resident self-responsibility such as:

Drug and alcohol abuse counseling and treatment

Household budgeting

Credit counseling

English proficiency; or

Other activities as approved by the HHA on a case-by-case basis.

The HHA will give residents the greatest choice possible in identifying community service opportunities.

The HHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

Requirement – For each public housing resident subject to the requirement of community service, the HHA shall, 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process (prior notice and opportunity to respond) and on a nondiscriminatory basis.

E. NONCOMPLIANCE

If the HHA determines that a resident subject to the community service requirement has not complied with the requirement, the HHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the HHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The HHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to correct any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

Ineligibility for Occupancy for Noncompliance

The HHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

F. HHA RESPONSIBILITY

The HHA will ensure that all community service programs are accessible for persons with disabilities.

The HHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the HHA's employees, ~~responsible for essential maintenance and property services; or~~

The work is not otherwise unacceptable.

G. HHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

~~The MHA will administer its own community service program, with cooperative relationships with other entities.~~

~~The MHA will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.~~

~~The MHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.~~

~~The MHA will administer the community service requirement under this subsection through the Resident Council.~~

The HHA will design, administer, monitor, and evaluate the community service program. The HHA may contract to a number of third parties to administer the community service program. Contractors will be chosen to perform the following functions:

Case management and monitoring

Placement in community service positions

Liaison to volunteer agencies

Drug and alcohol counseling

Community service activities in public housing developments

Chapter 16

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24CFR 913.106)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

1. The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. All welfare assistance payments received by or on behalf of any family member. (24CFR 913.106(b)(6) contains rules applicable to "as-paid" States).
7. Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 913.106)

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
5. Income of a live-in aide, provided the person meets the definition of a live-in aide.
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8.
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training;
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).
 - (c) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and child care, to allow participation in a specific program.
 - (d) Resident services stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to , fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
 - (e) Compensation from State or local employment training programs and training of family members as resident management staff. amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)
11. Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
 - b. Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits results from a qualifying employment training program or subsequent job.
- 14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
 - 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
 - 16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
 - 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973;

Examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)
 Foster Grandparent Program (FGP)
 Senior Companion Program (SCP)

Older American Committee Service Program
National Volunteer Antipoverty Programs such as:

VISTA
Peace Corps
Service Learning Program
Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses
Service Corps of Retired Executives

- c. Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- e. Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- j. Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In-Re Orange* Product Liability litigation.
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)
- m. Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

1. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the HHA when the expense is incurred to permit education.
2. Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
3. Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit their use the handicapped or disabled family member.

- a. For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less **three percent** of Annual Income, (provided the amount does not exceed earnings) plus medical

expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the HHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

- (1) For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
- (2) For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

4. Elderly/Disabled Household Exemption: An exemption of \$400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ALLOCATION PLAN. The plan submitted by the HHA and approved by HUD under which the HHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DESIGNATED FAMILY. The category of family for whom the HHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABLED PERSON. A person who is any of the following:

- (1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).
- (2) A person who has a physical, mental, or emotional impairment that:
 - (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- (3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISPLACED FAMILY. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age living together; or one or more persons 62 years of age living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the HHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

FAMILY. The applicant must qualify as a family as defined by the HHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

1. The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by an

HHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FEDERAL PREFERENCE. A preference under federal law for admission of applicant families that are any of the following:

- (1) Involuntarily displaced.
- (2) Living in substandard housing (including families that are homeless or living in a shelter for the homeless).
- (3) Paying more than 50 percent of family income for rent.

FEDERAL PREFERENCE HOLDER. An applicant that qualifies for a federal preference.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("HHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN.

- (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
- (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

- (1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or

- (2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the federal preference.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

- (1) Is determined to be essential to the care and well-being of the person.
- (2) Is not obligated for the support of the person.
- (3) Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the HHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not reimbursible. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINIMUM RENT. An amount established by the HHA of at least \$25.00, but not more than \$50.00. Minimum Rent must be passed by resolution.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as **Subsidy Standards**] Standards established by a HHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

RANKING PREFERENCE. A preference used by the HHA to select among applicant families that qualify for federal preference.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family..

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a HHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is Rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

WAITING LIST. A list of families organized according to HUD regulations and HHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

WELFARE RENT. This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- (1) If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- (2) If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the HHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to

divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

HERINGTON HOUSING AUTHORITY BLOOD-BORNE DISEASES POLICY

1.0 GENERAL INFORMATION

1.1 PURPOSE

The Herington Housing Authority will make every effort to provide its employees a workplace that is free from recognized hazards that may cause death or serious physical harm. In providing services to the residents of the Herington Housing Authority, employees may come in contact with serious diseases that can be transmitted by blood-borne pathogens. It is important that both residents and employees are protected from the transmission of such diseases.

The purpose of this policy is to comply with Federal regulations and to establish a comprehensive set of rules and regulations governing the prevention of potential occupational exposure to Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), the Human Immunodeficiency Virus (HIV - AIDS), and other blood-borne diseases.

1.2 COVERAGE

Occupational exposure to blood-borne pathogens may occur in many ways, including needle sticks, cut injuries or blood spills. Although most Housing Authority employees do not think of themselves as at risk for blood-borne diseases, there are many daily tasks that potentially place them at risk. These tasks include:

- A. Cleaning any unit where blood is present.
- B. Giving first aid to an injured person.
- C. Picking up needles or trash containing needles.
- D. Working in sewage.
- E. Transporting infectious clean up supplies to be disposed of or laundered.
- F. Cleaning public restroom areas.
- G. Cleaning common areas in buildings and grounds where blood or other infectious material may be present.
- H. Assisting in removal of a deceased resident from their unit.

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- I. Being exposed by another infectious individual through hostile acts.
- J. Any work involving body fluid or blood contact.

The purpose of the policy and related training program is not to alarm the employees of the Herington Housing Authority, but to make them responsibly aware of the risks they may encounter and to equip them to react professionally in the face of those risks.

1.3 ADMINISTRATION

The Executive Director will appoint one of the Housing Authority's employees as a part-time Safety Officer. The Safety Officer will administer this policy for the Herington Housing Authority. The Safety Officer will be responsible for the following tasks:

- A. Developing, implementing and maintaining an effective blood-borne disease plan subject to the provisions of Federal and State law relating to Occupational Safety and Health Administration (OSHA) regulations.
- B. Permanently maintaining records of all employees and incidents subject to the provisions of this program.
- C. Coordinating, monitoring, and documenting all training activities undertaken in support of this plan.
- D. Compiling a list of all jobs in which employees have potential occupational exposure to blood-borne diseases.
- E. Ensuring that there are complete health and immunization records for all employees.
- F. Investigating all incidents of exposure, notifying all employees who were exposed and ensuring that all reports are completed and any necessary follow-up medical care is made available.
- G. Providing exposed employees with access to post-exposure follow-up and counseling.

2.0 GENERAL POLICIES AND PROCEDURES

2.1 POLICY STATEMENT

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All blood and other body fluids are potentially infectious and can transmit several diseases. For this reason, all Herington Housing Authority employees should take particular care when there is potential exposure. These precautions have been termed "universal precautions" and stress that employees should behave as though there is the possibility of exposure at all encounters.

2.2 GENERAL GUIDELINES

General guidelines that shall be used by everyone include the following:

- A. Think carefully when responding to emergencies and exercise common sense when there is possible exposure to blood or other potentially infectious materials that require universal precautions.
- B. Keep all open cuts and abrasions covered with adhesive bandages that repel liquids.
- C. If hands are contaminated with blood or other potentially infectious materials wash immediately and thoroughly. Hands shall also be washed after gloves are removed even if the gloves appear to be intact. When soap and water or hand-washing facilities are not available, then use a waterless antiseptic hand cleaner according to the manufacturer's recommendation for the product.
- D. All workers shall take precautions to prevent injuries caused by needles. To prevent needle stick injuries, needles shall not be recapped, purposely bent or broken by hand, or removed from disposable syringes. After they are found, disposable syringes and needles shall be placed in puncture resistant containers for disposal.
- E. The puncture resistant container shall be located as close as practical to the use area.
- F. The Housing Authority will provide gloves, protective glasses, and other necessary equipment of appropriate material and quality for use when needed.

3.0 TRAINING

3.1 EMPLOYEES AT RISK FOR EXPOSURE

Employees believed to be at risk for exposure shall receive training regarding the location and proper use of personal protective equipment. They shall be trained concerning proper work practices and understand the concept of "universal precautions" as it applies to their work situation.

3.2 NEW EMPLOYEES AT RISK OF EXPOSURE

During the orientation period, all new employees at risk of exposure will be trained on the risks of blood-borne diseases associated with their position.

4.0 RECORDS AND REPORTS

4.1 EXPOSURE REPORTING

All employees who are exposed to blood or body fluids during the performance of work duties must report the incident to protect themselves and the public. The employee must notify the Safety Officer and make sure that the proper report is prepared. Using the information in the report, the Safety Officer will determine the best course of action to follow.

5.0 MANAGEMENT OF POTENTIAL EXPOSURE

5.1 HEPATITIS B VACCINATIONS

The HERINGTON Housing Authority shall offer all employees at risk of exposure a Hepatitis B Vaccination free of charge and in amounts and at times prescribed by standard medical practices. The vaccination shall be voluntary. All employees have the option of being vaccinated by their own physician and using their personal physician for any post-exposure treatment and follow-up described in this policy. When a personal physician is used, the employee must submit to the Safety Officer records of all treatment or vaccinations received.

If an employee decides not to receive the vaccination, that refusal shall be documented in writing and placed in the employee's file. The refusal can be rescinded at any time.

5.2 REPORTING POTENTIAL EXPOSURES

Employees shall observe the following procedures for reporting a job exposure incident that may put them at risk for HIV or HBV infections (i.e., needle sticks, blood contact on broken skin, body fluid contact with eyes or mouth, etc.):

- A. Notify the Safety Officer and immediate supervisor of the contact incident and details thereof.
- B. Complete the appropriate on-the-job injury reports and exposure forms.
- C. Make arrangements for the employee to be seen by a physician as with any job-related injury. The Housing Authority will make Blood testing available to all workers who have

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had a documented on the job exposure and may be concerned they have been infected with HIV. A blood sample should be drawn from the employee and tested for Hepatitis and the antibody to Human Immunodeficiency Virus (HIV antibody). Testing should be done at a location where appropriate pretest counseling is available. Post-test counseling and referral for treatment should also be provided.

5.3 *DISABILITY BENEFITS*

Entitlement to worker's compensation benefits and any other benefits available for employees who suffer from on-the-job injuries will be determined as with any other work-related injury in accordance with applicable State law.

6.0 CONFIDENTIALITY

All medical information and records are confidential under State and Federal laws. Any employee who disseminates such confidential information in regard to a victim or suspected victim of communicable disease is in violation of such laws and could be subject to serious disciplinary and/or civil action.

**HERINGTON HOUSING AUTHORITY
CAPITALIZATION POLICY**

The Herington Housing Authority adopts the following Capitalization Policy for the purpose of determining, distinguishing and recording materials and non-expendable equipment and personal property purchased or acquired in connection with the development, management, and maintenance of public housing developments owned or operated by this Authority.

- A. If the initial cost of a piece of equipment and/or other personal property is One Thousand Dollars (\$1000.00) or more and the anticipated life or useful value of said equipment or property is more than one (1) year, the same shall be capitalized and recorded as non-expendable equipment and charged as a capital expenditure.
- B. If the initial cost of the piece of equipment and/or personal property is less than One Thousand Dollars (\$1000.00) or its useful life is less than one (1) year regardless of cost, the same shall be treated and recorded as materials or inventory and charged to maintenance, administration, or tenant service expense.
- C. The Executive Director, or the Executive Director's designee, is authorized and directed to determine whether each piece of equipment or other personal property that is acquired by the Housing Authority in connection with the development, management and maintenance of the properties owned or operated by the Housing Authority, shall be classified as material or non-expendable, as defined in the preceding sections. The Executive Director is further directed to ensure that the determination is documented in the appropriate records of the Housing Authority and retained for the information and guidance of its personnel and for audit purposes.

**HERINGTON HOUSING AUTHORITY
CIVIL RIGHTS CERTIFICATION POLICY**

The Herington Housing Authority hereby agrees and certifies that it will carry out this Agency Plan (both Five Year and our Annual Plan) in compliance with all applicable civil rights requirements and will affirmatively further fair housing. The Herington Housing Authority will comply with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990. This is in continuation of our long-standing anti-discrimination tradition.

Executive Director

Date

**HERINGTON HOUSING AUTHORITY
CRIMINAL, DRUG TREATMENT, AND REGISTERED SEX
OFFENDER CLASSIFICATION RECORDS MANAGEMENT
POLICY**

PURPOSE

Herington Housing Authority acquires criminal records, as well as records of drug treatment records and registered sex offender registered status of both residents and applicants in the Public Housing and Section 8 programs. These records shall be maintained securely.

The Herington Housing Authority may also be called upon to perform criminal record checks regarding applicants for, or tenants of, housing that receives project-based assistance in its jurisdiction. Such records will not be made available to the owner of the subject property, but will be used to make recommendations to the owner based on criteria supplied by the owner.

ACQUISITION

For the purpose of screening applicants for housing, all adult applicants and residents shall complete the Herington Housing Authority Authorization for Release of Police Records and Authorization of Release of Medical Records when they apply for housing. Through its cooperative agreement with the Herington Police Department, Dickinson County Sheriff's Department or through the use of a Private Investigator, the Housing Authority will request a check of local records as well as a National Crime Information Center check for a criminal history of any applicant.

All requests for criminal, drug treatment or registered sex offender status will direct the records to be sent to a staff member designated by the Executive Director. Only this individual shall have access to the records received. He or she shall discuss records with other employees only as required to make a housing decision. No other individual shall have access to the records.

MAINTENANCE

The Herington Housing Authority will keep all criminal, drug treatment and/or sex offender status records that are received confidential. These records will be used only to screen

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applicants for housing or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in the application process or in court proceedings.

Criminal, drug treatment and/or registered sex offender status records will be kept in a file separate from other application or eviction information. These files will be maintained in a different cabinet that is locked and kept in a secure location.

DISPOSITION

The records shall be destroyed once action is taken on the application for housing, grievance hearing or court proceeding has been completed and the action is finalized. A notification of destruction will be maintained.

**HERINGTON HOUSING AUTHORITY
DEMOLITION POLICY**

The Herington Housing Authority has no plans to demolish or dispose of any public housing property in the next year.

HERINGTON HOUSING AUTHORITY DISPOSITION POLICY

Personal property belonging to the Herington Housing Authority shall not be sold or exchanged for less than fair value. Any personal property belonging to the Housing Authority that is no longer needed for Housing Authority operations shall be declared excess. Any such excess property valued at Five Hundred Dollars (\$500.00) or more, which is not being sold to a public body for a public use or to a non-profit organization for low-income housing related purposes (e.g. a resident organization), shall be sold at a public sale.

Sales of excess personal property shall be conducted in the following manner:

- A. The Executive Director shall declare personal property that is worn out, obsolete or surplus to the needs of the Housing Authority excess. All such declarations shall be documented in writing. A survey to identify such property shall be conducted at least once a year following the inventory.
- B. If the estimated market value of the personal property offered for sale is less than Five Hundred Dollars (\$500.00), the Executive Director may negotiate a sale in the open market after such informal inquiry as he or she considers necessary to ensure a fair return to the Housing Authority. The sale shall be documented by an appropriate bill of sale.
- C. For sales of excess property valued between Five Hundred Dollars (\$500.00) and One Thousand Dollars (\$1000.00), the Executive Director shall solicit informal bids orally, by telephone, or in writing from all known prospective purchasers and a tabulation of all such bids received shall be prepared and retained as part of the permanent record. The sale shall be documented by an appropriate bill of sale.
- D. For sales of excess property valued at more than One Thousand Dollars (\$1000.00), a contract of sale shall be awarded only after advertising for formal bids. The advertisement shall be posted at least fifteen (15) days prior to award of the sale contract and shall be published in newspapers or circular letters to all prospective purchasers. In addition, notices shall be posted in public places. Bids shall be opened publicly at the time and place specified in the advertisement. A tabulation of all bids received shall be prepared and filed with the contract as part of the permanent record. The award shall be made to the highest bidder as to price.

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- E. Notwithstanding the above, the sale or donation of personal property to a public body for public use or a non-profit organization for low-income housing related purposes may be negotiated at its fair value subject to approval by the Board of Commissioners. The transfer shall be documented by an appropriate bill of sale.

Personal property shall not be destroyed, abandoned, or donated without the prior approval of the Board of Commissioners. The Executive Director shall make every effort to dispose of excess personal property as outlined above. However, if the property has no scrap or salvage value and a purchaser cannot be found, the Executive Director shall prepare a statement detailing the prospective bidders solicited and all other efforts made to sell the property, together with recommendations as to the manner of disposition. This statement shall be referred to the Board of Commissioners for its approval. A copy of the Board's approval, together with the complete documentation in support of destruction, abandonment, or donation, shall be retained as a part of the permanent records.

HERINGTON HOUSING AUTHORITY

HERINGTON HEIGHTS I, II, & III

HERINGTON, KS 67449

(785) 258-2510

DWELLING LEASE

1. DESCRIPTION OF PARTIES AND PREMISES

This agreement is executed on the ___ day of ___, 19, between the TenantResident, his/her family, consisting of the occupants listed below, and the Housing Authority of the City of Herinton, also referred to herein as Owner/Management, whereby TenantResident hereby leases from Owner the property commonly known as _____, located in Dickinson County, Kansas, in the City of Herinton, including all furnishings located at said property.

NAME	DOB	SEX
—	—	
—	—	
—	—	
—	—	
—	—	
—	—	

The term of this lease is for one year, beginning, 1920, and ending at midnight ,19 20. After the initial lease term of one year, this lease shall renew automatically for successive terms of one year, unless terminated as provided by this Lease. Rent is payable in advance and in one installment, on the first day of each month. Determination of rent shall be in accordance with Public Laws, dDepartment of HHousing and Urban Development Directives, and recorded actions of the eHousing Authority Board of Commissioners. The levying of maintenance/damage charges will be in accordance with schedules which are posted on the bulletin board located in the Housing Authority Administrative Offices, 201 Helen Street, Herington, KS, 67449.

2. RENTAL PAYMENTS

The tenantResident agrees to pay the following amounts on the first day of each month during this Agreement:

The "Gross" rent for the above assigned living unit is \$ ___ per month, less \$ ___ Utility Allowance, for a Contract Rent (that amount which TenantResident will pay) of \$ ___ per month. If this lease begins on a day other than the first day of the month, the first month's rent shall be \$ ___.

The Housing Authority agrees to provide a Utility Allowance off Gross Rents as stipulated in (B) to assist tenants in payment of gas, electric, water, sewer, and landfill bills. Schedules of such allowances are posted on the Administrative Office Bulletin Board.

TenantResident agrees to pay charges for maintenance and repair beyond normal wear and tear as determined by a posted schedule of charges for repair as described in (1) above. Charges assessed for maintenance and repair shall become due and collectible two (2) weeks after notice of the charge is given.

3. SECURITY DEPOSIT

TenantResident agrees to pay a \$ ___ Security Deposit in ___ installments, commencing on the day of ___, 2019___, and continuing on the ___ day of each month until the total sum is paid. Management agrees to return the Security Deposit upon termination of tenancy, less the cost of repairing any intentional or negligent damages caused by the TenantResident, other occupants listed in Section 1 above, invited guests, or other charges as stipulated herein. If such deductions are made, Management will give the TenantResident a statement of costs and/or other charges while the TenantResident occupies the dwelling. Security Deposit charges are posted on the Administrative Office Bulletin Board. ~~Interest will be paid to the Tenant at an Annual Interest Rate comparable to local custom from the time of deposit to the time of move-out.~~

4. DUE DATES FOR PAYMENT OF RENT AND CHARGES

Rent and other charges for the current month shall be due and payable at the Administrative Office of the Housing Authority on the first day of the current month, and must be paid no later than the fifth working day of the current month. Upon move-in, rent must be paid in advance and in one installment, for the balance of the current month. Any rent amount not paid by the sixth working day shall be assessed a ~~\$10.00~~late fee of \$5.00 plus \$1.00 per day every day thereafter. A ~~\$15.00~~ \$20.00 fee will be charged for Returned Checks. Rent may be paid in person at the Administrative Office located at 201 East Helen Street, Herington, KS, 67449, or mailed to the Herington Housing Authority, at 201 East Helen Street, Herington, KS, 67449

5. UTILITIES

Management agrees to provide allowances off gross rents as stipulated in Section 2 above to assist ~~tenant~~Residents in Family units with payment of gas, electric, water, sewer, and landfill bills. Schedules of such allowances are posted in the Administrative Office Bulletin Board.

~~Tenant~~Residents of family units agree to pay appropriate deposits to the ~~gas and light utility~~ companies, to have gas and ~~light electric~~ accounts carried ~~to~~in their names throughout their entire period of tenancy, and to pay such bills as are rendered by utility companies.

~~Tenant~~Residents agree to maintain sufficient heat to prevent freezing of piped water. ~~Tenant~~Residents agrees to notify Management immediately if heat cannot be furnished for any reason and will be charged for any damages resulting from failure to maintain heat or to ~~so~~ notify Management unless such occurrence is beyond renter's control.

6. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

Once every year, ~~Tenant~~Resident ~~agrees~~ to furnish accurate information to Management as to income, assets, and family composition. Management shall use such information to determine if rent should be changed, whether dwelling size is still appropriate for family needs, and whether ~~Tenant~~Resident ~~is~~ still eligible for low-rent housing. This determination will be made in accordance with the provisions of the Admissions and Continued Occupancy Policy of the Housing Authority which is posted on the Bulletin Board, and applicable Department of Housing and Urban Development Directives. ~~Tenant~~Resident ~~agrees~~ to transfer to an appropriate size dwelling unit based on ~~changed~~ family composition upon appropriate notice by Management that such a dwelling unit is available. If ~~Tenant~~Resident ~~does~~ not agree with any change concerning rent and/or dwelling size, a hearing may be requested under the Grievance Procedure posted on the Bulletin Board.

a. Rent and other charges as fixed in Section 2 hereof, or as adjusted pursuant to the above, will remain in effect for the period between regular re-determinations unless:

- (1) ~~Tenant~~Resident can show a decline in income which would cause a financial hardship.
- (2) ~~Tenant~~Resident commences to receive increased income of \$500 or more per year
- (3) ~~Tenant~~Supplemental income from Social Services.

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(4) It is found that TenantResident ~~has~~ misrepresented to Management the facts upon which rent is based; so that the rent is less than should be paid; in which case ~~the~~in this instance, rent will be increased retro-active to the date the misrepresentation~~ed~~ occurred.

(5) ~~When~~ It is ~~not im~~-possible to determine family income with any reasonable degree of accuracy at the time of admissions, regular re-examination, or rent adjustment, due at which time ~~ation should be given to~~ past family income will be considered and an interim re-examination will be scheduled. ~~Such Interim re-examinations will be upon the family's circumstances. The TenantResident will be notified in advance and in writing as to the date of the Interim re-examination.~~

(6) ~~As otherwise provided for in adopted~~adopted policies provide otherwise.

b. In the event of any rent adjustment pursuant to the above, Management will mail or deliver a "Notice of Rent Adjustment" to TenantResident in accordance with Section 14 hereof. Increases in rent will be effective on the first day of the second month following the month in which the change occurred. Decreases in rent will be effective on the first day of the month following the month in which the change is reported. ~~Adjustments made in accordance with Section 6a (7) are expected~~

7. RENTER'S RIGHT TO USE AND OCCUPY PREMISES

TenantResident is hereby granted the right to use and occupancy occupy of the leased premises, including; such rights to include residency for:

a. Authorized household members and reasonable accommodation of guests. Guests are not authorized for more than three days (3 days) unless prior written approval is provided by Management.

b. If consent is given for foster children or live-in care attendant, ~~the~~ Management will transfer TenantResident to the appropriate sized when a unit ~~when one~~ becomes available and based upon need.handicap Where an accessible unit is not available, Management will make reasonable accommodations for the handicappeddisabled person(s).

8. HOUSING AUTHORITY'S RESPONSIBILITIES

The Housing Authority agrees:

a. To maintain the premises and projectDevelopment in decent, safe and sanitary condition with the exception of those conditions created by Resident which are unknown to the Housing Authority;

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- b. To comply with ~~requirements of~~ applicable building and housing codes ~~housing codes~~ and HUD regulations ~~materially~~ affecting health and safety;
- c. To make necessary repairs to the premises when such repairs are known to the Housing Authority;
~~To keep project/development buildings, facilities and common areas, not otherwise assigned to the Tenant/Resident for maintenance and upkeep, in clean and safe condition.~~
- d. To maintain in good and safe working ~~order and~~ condition all electrical, plumbing, sanitary sanitation, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied ~~or required to be supplied~~ by the Housing Authority.
- ~~d.——~~e. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant/Resident family) for the deposit of Resident's garbage, rubbish and other waste. ~~removed from the premises by Tenant/Resident.~~
- ~~e.——~~To notify the Tenant/Resident of specific grounds for any adverse ~~phousing authority~~ action and afford the Tenant/Resident the opportunity under the Grievance Procedure.
- f. To supply running water and reasonable amounts of hot water~~reasonable amounts of heat~~ at appropriate times of the year (~~according to local custom and usage~~) except where heat or hot water is generated by an installation within the exclusive control of the Tenant/Resident supplied by direct utility connection.
- g. To mow and trim all lawns.
- h. To provide ~~required or necessary~~ regularly scheduled pest control services.

9. RENTERS RESIDENT OBLIGATIONS

Tenant/Resident hereby agrees:

- a. Not to assign the lease or to sub-lease the premises.
- ~~b.——~~Not to provide lodging or accommodations for boarders or lodgers. ~~boarders or lodgers, nor persons or families which have been evicted or terminated from Housing Authority property.~~
- c. Not to provide lodging or accommodations for persons which have been evicted or terminated from Housing Authority property for any period of time.
- d. To use the premises solely as a private dwelling for the Tenant/Resident and the Tenant/Resident's household as identified in the lease, and not to use or permit its use for any other purpose without prior written approval from Management.

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- e. To abide by ~~necessary and reasonable~~ regulations ~~promulgated~~ established by the Housing Authority. Regulations ~~which~~ are posted in the Administrative Office and incorporated by reference herein.
- f. To abide by the Pet Policy in effect for the keeping of pets or animals on the premises, and not to harbor unauthorized pets or animals for friends, relatives or guests without prior written approval by management
- ~~Not to harbor pets or animals of any kind on or in the premises nor provide facilities for keeping of pets or animals for any period of time for friends or guests, except for songbirds, goldfish, and the like. Pets are allowed for elderly in accordance with the Pet Policy posted on the Administrative Bulletin Board.~~
- g. To comply with all obligations imposed ~~upon tenant~~ Residents ~~by applicable provisions~~ by building and housing codes materially affecting health and safety.
- g g. To keep the premises and such other areas as may be assigned ~~to him~~ for his/his/her exclusive use in
- h a clean and safe condition.
- h. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- i. To use only in a reasonable manner all electrical plumbing, sanitary, heating, ventilating, air conditioning and other facilities, and appurtenances, including elevators.
- j. That his/her household and guests will refrain ~~To refrain from, and to prevent cause his/her household and guests to refrain~~ from destroying, defacing, damaging, or removing any part of the premises project, including project/development buildings, offices and common areas.
- k. To pay reasonable charges ~~(other than normal wear and tear)~~ for the repair of damages (other than normal wear and tear) to the premises, project/development buildings, offices, facilities, or common areas caused by the ~~tenant~~ Resident, his his/her household or guests or other persons under his/her control.
- l. To conduct himself ~~himself/herself, and guests and cause other persons who are on the premises with his~~ his/her/herself ~~to conduct themselves~~ in a manner which will not interfere with nor diminish his his/her neighbors' peaceful enjoyment of their accommodations and which will be conductive to maintaining the development in a decent, safe, and sanitary condition. The same applies to guests who are on the premises with the resident's consent.
- m. To refrain from illegal activity which impairs the physical or social environment, health, safety or peaceful enjoyment of the project/development.

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~~Residents and their household shall not engage in illegal activity while on or off the premises. A Public Housing TenantResidents, any member of the TenantResident's household, or a guests or visitor or other person under the TenantResident's control shall not engage in criminal activity while on the premises. ,Illegal activity includes, but is not limited to, drug-related criminal activity, whether misdemeanor or felonious on or near off Public Housing Premises, while the TenantResident is a TenantResident in Public Housing~~ Violation of this provision shall be cause for termination of leasetenancy.

n. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, possession, or use of a controlled substance, or possession of drug paraphernalia and/or abuse of alcohol, which that interferes with the ability to abide by this lease.

~~n. —~~ To immediately notify Management of any change in income, household size, or other factors set forth in ~~— Section 6A this Dwelling LeaseAgreement~~ that would affect the rent or size of living unit assigned. Such factors must be reported to Management in writing within 10 days of the date the change occurs.
~~management, in writing within 10 days of the date the change occurs.~~

o. To ensure that their his/her unit is their their primary residence and that they he/she does not receive subsidy elsewhere ~~for as~~
~~so long as they are while~~ a TenantResident in property owned or operated by the Housing Authority of Herinton, Kansas.

p. To cooperate with Management in the daily operations of the Housing Authority by providing requested information, attending scheduled meetings, preparing for pest control services, allowing entrance for maintenance purposes, and other requests that are conducive to sound managerial practices.

~~pg.~~ To provide Management with 30 days written notice of Intent to Vacate. Notice of Intent to Vacate ~~— shall be from rent paying period to rent paying period (must be submitted within the first to the first five working days) to be effective the first day of the following month.~~

10. TENANTRESIDENT MAINTENANCE

TenantResident agrees to keep his/her assigned area in a clean and safe condition by performing the following: items, consistent with those which would be performed were Tenant occupying own premises

a. — a. Pick up all paper, garbage, trash, etc., around assigned unit, ~~out to include areas out to the curb, without regard to its source. where such may have come from~~ Elderly and disabled Residents are exempt from this provision

b. Remove snow along walks connecting entrances to the dwelling with the common

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- i sidewalks. Elderly and disabled Residents are exempt from this provision.
- c. Resident is responsible for the care, maintenance and repair of resident owned appliances or any damage to resident's possessions. The Resident will be responsible for repair and/or damage to any resident owned possessions due to any cause beyond its control including, but not limited to, bursting pipes, power failure, employee strikes, etc.

~~j—Elderly and handicapped or disabled tenant Residents are exempt from these provisions~~

11. DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

In the event that defects hazardous to life, health, or safety occur, or the premises are damaged to the extent that such situation(s) exist:

- a. The Tenant Resident will immediately notify Management of such defect.
- b. Management will repair the unit within reasonable time of such notification, ~~provided that if damage was caused by the Tenant Resident, a member of the renter's household or guests, the reasonable cost of repairs will be charged to Tenant Resident.~~
- c. Management will offer alternative standard accommodations if available, when defects/damages cannot be corrected within a reasonable time.
- d. ~~No rent will be charged if defects/damages cannot be corrected within a reasonable time if alternative accommodations cannot be made available to Tenant Resident~~ Rent will be charged if defects are a result of damages caused by actions of the Tenant Resident, a member of renter's household, visitors or guests.

12. PRE-OCCUPANCY, ANNUAL, AND PRE-TERMINATION INSPECTIONS

A joint inspection by the Management and the tenant Resident (or renter's Resident's representative) shall be made before commencement of occupancy at the time of move-in, at least annually, and prior to termination thereof immediately upon move-out, if Tenant is available. Results shall be recorded on an check-in/check-out inspection form which shall list condition of the leased grounds, buildings, ~~appurtenances thereto~~ and installed equipment. The inspection form will be signed by Management and the Tenant Resident. One copy of this form shall be furnished to the Tenant Resident, and one copy retained in renter's Resident's file folder in the Management office.

- a. Upon pre-termination inspection, Tenant Resident will be in-formed informed of damage charges, if any, to be deducted from the Security Deposit. Charges will be based upon the established schedule of charges, which are is posted on the Administrative Office Bulletin Board.

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- b. Upon termination, ~~Tenant Resident~~ will clean the living unit, installed equipment, pick up grounds, and remove debris from the premises to the satisfaction of Management. ~~If management does not approve of the condition of these items, Tenant Resident does not bring the above to satisfactory condition, deductions will be made from the Security Deposit. will bring them up to satisfactory condition or deductions will be made accordingly from the Security Deposit. A schedule of such damages is posted on the Administrative Office Bulletin Board~~
- c. ~~If Tenant Resident vacates without notice to Management, appropriate damage/cleaning charges, together with plus all due and unpaid rent charges, will be made against the Security Deposit, according to the schedule of posted charges.~~
- d. Resident is not authorized or legally able to apply the Security Deposit to any unpaid rent, and to do so may result in statutory damages being owed by Resident.

13. ENTRY OF PREMISES DURING TENANCY

~~Upon two days written notice, Management or maintenance personnel upon two days' written notice to may enter the premises to perform routine inspections and maintenance, improvements as required, for the purpose of performing routine inspections and maintenance for making improvements as or required, or to show the unit for re-leasing. If the Resident refuses to allow lawful access to the dwelling unit, the Management may obtain injunctive relief to compel access, or may terminate the Lease Agreement.~~

Housing Authority personnel may enter the premises at any time, without advance notice, when there is reasonable cause to believe that either of the following exists:

- a. An emergency, which includes but is not limited to, inspection by Management for illegal activity by Resident, Residents family and/or guests, based upon reasonable belief of Management that illegal activity is occurring in the property. ~~exists.~~
- b. An extreme hazard involving the potential loss of life or severe property damage. ~~exists.~~

In the event the ~~Tenant Resident and all adult members of the household are is~~ absent at the time of entry, a written statement shall be left specifying date, time, and purpose of entry ~~prior to leaving the premises.~~

~~If the Tenant Resident refuses to allow lawful access to the dwelling unit, the landlord may obtain injunctive relief to compel access, or may terminate the rental Lease a Agreement. In either case, Management may recover actual damages, if awarded by the Court.~~

14. NOTICES BETWEEN TENANT RESIDENT AND HOUSING AUTHORITY

~~Except as otherwise provided in Item 13 above this Lease Agreement, n~~ Notices between ~~tenant Residents~~ and the Housing Authority shall be in writing, delivered or mailed first class to ~~renter's the Resident's~~ premises ~~(delivery to Tenant a Resident must be to an adult member of the~~

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household), or delivered by tenantResident to the Administrative Offices of the Herinton Housing Authority, 201 East Helen Street, Herinton, Kansas, 67449 ~~or at such address as may be from time to time designated.~~ Upon request, Notices from the Housing Authority to visually impaired tenantResidents will be delivered in an accessible appropriate format.

15. GRIEVANCE PROCEDURE

Disputes concerning the obligations of Resident or the Housing Authority shall be resolved in accordance with the Grievance Procedure posted on the Administrative Office Bulletin Board.

Whenever the Housing Authority is required to offer the Resident an opportunity for a hearing under the Grievance Procedure, Residents tenancy will not end until his/her time to request a hearing has expired. If a hearing was requested in the proper amount of time, tenancy will not end until the Grievance process has been completed.

Reasonable accommodations will be provided to persons with disabilities upon written request in accordance with Seciton 18 hereof.

16. TERMINATION OF THE LEASE

The Housing Authority may evict the Resident from the unit only by bringing a court action.

- a. Termination shall require thirty days and state the specific grounds. Resident may make written reply to Management, and request a hearing in accordance with the Housing Authority's Grievance Procedure.
 - 1. Notice to vacate required by state or local law may be combined or run concurrently with notice of lease termination.
 - 2. When the Housing Authority must give the Resident a hearing under its Grievance Procedure, the tenancy will not terminate until the time for requesting a Grievance Hearing has expired. If the hearing was requested in a timely manner, the tenancy will not terminate until the Grievance Procedure has been completed.
 - 3. If the Housing Authority is not required to grant the Resident the opportunity for a hearing under the Housing Authority's Grievance Procedure, the notice of lease termination shall state:
 - (a) That the Resident is not entitled to a Grievance Hearing on the Termination.
 - (b) That the eviction procedure used by the Housing Authority has been determined by HUD to provide the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

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- (c) Whether the termination is for criminal or drug activity.
4. Termination for criminal activity:
- (a) In deciding to terminate for illegal activity, the Housing Authority will have the discretion to consider mitigating circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the termination would have on family members not involved in the illegal activity. In appropriate cases, the Housing Authority may permit continued occupancy by those who did not engage in the illegal activity; in such situations the individual who was involved will not reside in or visit the unit. The Housing Authority shall require a Resident or family member who participated in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in or visit the unit.
- (b)** Notice to the Post Office. When the Housing Authority terminates a person or family for engaging in illegal activity, Management will notify the local Post Office that the Resident and/or family is no longer in the residence. The purpose of this notification is to cease delivery of mail.

The Housing Authority shall not terminate nor refuse to renew this lease except for:

- a. Serious or repeated violations of this lease.
- b. ~~Unfulfillment of~~Failure to fulfill ~~Tenant~~Resident obligations under this lease.
- c. Failure to cooperate with Management in carrying out the operations of the Housing Authority.

15. TERMINATION OF THE LEASE (CONTINUED)

- d. ~~Illegal activity threatening the health, safety, welfare, or right to~~ peaceful enjoyment of the ~~PHA~~ premises by other residents, guests, or employees.
- e. Any drug-related criminal activity by a Resident or a household member on or off the premises or by a guest on ~~or near of~~ the ~~PHA~~ premises. Termination for drug-related criminal activity pursuant to this section does not require a conviction in a court of law.
- f. Other good cause.
- g. ~~Fourteen (14) days notice in the case of failure to pay rent, or other~~ Failure to pay damages or other charges. ~~A reasonable time (not to exceed 30 days) which commensurate with the exigencies necessitates the urgency of the situation in the case of a threat to health or safety of other tenant~~Re
- ~~h. Thirty days notice in all other cases. Notice shall state the specific grounds for termination. Tenant/Resident may make written reply to management, and request a hearing in accordance with the Housing Authority's Grievance Procedure.~~

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5. ~~Notice to vacate required by state or local law may be combined or run concurrently with notice of lease termination under 15. f through 15. j h above.~~
6. ~~When the PHAHOUSING AUTHORITY must give the TenantResident a hearing under it's Grievance Procedure, the tenancy will not terminate until the time for requesting a Grievance Hearing has expired or if the hearing was requested in a timely manner, the Grievance Procedure has been completed.~~
7. ~~If the PHAHOUSING AUTHORITY is not required to afford the TenantResident the opportunity for a hearing under the PHAHOUSING AUTHORITY's administrative Grievance Procedures, the notice of lease termination under 15. A through 15. CD shall state:~~
 - (d) ~~That the tenantResident is not entitled to a Grievance Hearing on the Termination.~~
 - (e) ~~That the judicial eviction procedure used by the PHAHOUSING AUTHORITY has been determined by HUD to provide the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.~~
 - (f) ~~Whether the eviction is for criminal or drug activity.~~
8. ~~The PHAHOUSING AUTHORITY may evict the TenantResident from the unit only by bringing a court action.~~
9. ~~Termination for criminal activity:~~
 - (c) ~~The PHAHOUSING AUTHORITY has the discretion to consider mitigating circumstances. In deciding to terminate for criminal activity, the PHAHOUSING AUTHORITY will have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the termination would have on family members not involved in the prescribed activity. In appropriate cases the PHAHOUSING AUTHORITY may permit continued occupancy by those who did not engaged in the prescribed activity, however the individual who was involved will not reside in or visit the unit. The PHAHOUSING AUTHORITY may require a family member who is engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of being allowed to reside in or visit the unit.~~
 - (d) ~~Notice to the Post Office. When the PHAHOUSING AUTHORITY Housing Authority terminates a family for engaging in criminal activity, including drug-related criminal activity, the PHAHOUSING AUTHORITY Management will notify the local Post~~

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~~Office that the family is no longer residing in the unit. The purpose of this notification is that mail delivery for the person or family will be terminated and they will not return to the PHA HOUSING AUTHORITY premises for mail-pick-up.~~

17. RIGHT OF TENANT RESIDENT TO EXAMINE DOCUMENTS

- a. Management will provide the Tenant Resident, upon written request, a reasonable opportunity to examine any documents ~~which are~~ in the PHA's Housing Authority's possession that ~~is~~ are directly relevant to ~~their~~ tenancy of the Resident.
- b. Any document(s) not made available to the Tenant Resident for examination may not be used as evidence in a Grievance Hearing.
- c. Any documents copied will be at the Tenant Resident's expense.

GRIEVANCE PROCEDURE

~~Disputes arising concerning the obligations of Tenant Resident or the Housing Authority shall be resolved in accordance with the Grievance Procedure now in effect and posted on the Administrative Office Bulletin Board.~~

~~Whenever the PHA Housing Authority is required to offer the Tenant Resident an opportunity for a hearing under the Grievance Procedure, their tenancy will not end until their his/her time to request a hearing has expired. If a hearing was requested in the proper amount of time, tenancy will not end until the Grievance process has been completed.~~

18. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

- a. ~~For all aspects of the~~ Reasonable accommodations will be provided upon Resident's written request ~~to the extent necessary to provide the handicapped disabled person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped disabled person.~~ Resident may submit such written request at any time during his/her tenancy, addressed to the Executive Director, Herington Housing Authority, 201 Helen Street, Herington, KS, 67449.

19. ABANDONED VEHICLES

Vehicles that are obviously "junk" non-operable or unlicensed, will be removed from the within the boundaries of the project Development premises by the Tenant Resident. After if, upon proper notice is given to the Resident and Upon failure of Tenant the Resident fails to remove the automobile, ~~the~~ the M Housing Authority management will have the vehicle(s) removed ~~the automobile~~ at the renter's Resident's expense. ~~, after proper written notice is given in accordance with local ordinances.~~

20. GENERAL PROVISIONS

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~~Each Tenant Resident of~~ Resident agrees to abide by the conditions governing occupancy as set forth in the Herington Housing Authority Admissions and Continued Occupancy Policy, which is posted in the Administrative Office.

Resident shall receive at the time of lease signing, a copy of the Herington Housing Authority Rules ~~be provided with directives for use of equipment and care of premises and equipment. Contained in each are common sense "rules" which Tenant Reside~~ and Regulations applicable to the premises in which he/she is renting.

21. MODIFICATIONS

This lease and ~~the Grievance Procedure~~ documents incorporated herein by reference thereto, together with the Terms and Conditions and with future adjustments of rents or changes in dwelling unit, evidences the entire Agreement between Management and ~~Tenant Resident~~. No changes shall be made except in writing, signed and dated by both parties, ~~except for including~~ adjustments to rent and/or unit size, ~~and~~ with appropriate notice to ~~Tenant Resident~~. ~~m~~ Modifications to this Lease may be made to ~~take into account accommodate~~ revised provisions of law or government regulations. A copy of any modification ~~to this Lease~~ which alters special charges for repairs, ~~and~~ utilities, ~~and~~ rules and regulations contained in this Lease or incorporated herein by reference, shall be publicly posted on the Administrative Office Bulletin Board, and ~~Tenant Resident~~ shall be furnished copies upon request. The Housing Authority shall give Residents 30 days written notice, ~~either mailed First Class or delivered,~~ of such modifications ~~including the proposed changes and reasons therefore. setting forth the proposed modification and reasons therefore; and Tenant Prior to the effective date of the proposed modifications, Resident~~ may present written comments which will ~~then be~~ taken into consideration by the ~~Governing Body~~ of the Housing Authority prior to such modifications effective date. ~~City Commission prior to the proposed modification becoming effective~~

~~Notice shall be delivered directly to Tenant Residents, or mailed First Class.~~

22. KANSAS LAW

The law within this jurisdiction is ~~entitled the Residential Landlord Tenant Resident/Tenant~~ Act, K.S.A. 58-2540, et. Seq., ~~ant providing a Residential Landlord and Tenant Resident Act; establishing which establishes~~ rights, duties, obligations and remedies for certain landlords and ~~tenant Residents tenants~~.

The above Act is incorporated into this lease as a part hereof, by virtue of reference thereto in this part.

A copy of this Act is available in the Administrative Office, 201 Helen Street, Herington, KS, 67449, for renters perusal. If renter so demands, a copy will be furnished by Management, at renters expense. It is the renter's responsibility to read and understand the Act, and ignorance of

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the provisions thereof shall not constitute a defense for violation of the provisions of this Lease or the Act.

23. DISCLOSURE

The Housing Authority is the owner of the leased premises. The **Public** Housing Officer, whose name appears at the end of this Lease is the Manager and is authorized to act by and on behalf of the Authority. The Housing Officer's phone number is (785) 258-2510.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this ___ day of ___, 2019__.

RESIDENT(S):

Head of Household

Spouse or Other Adult Household Member

Spouse or Other Adult Household Member

Date: _____

HOUSING AUTHORITY:

Herington Housing Authority

Executive Director Signature

Date

By signing below, I certify that I agree to the rent adjustment and effective date as stated above and my right to a Hearing in the event I do not agree. I understand by signing below, my Lease is hereby amended and all other provisions of the Lease remain unchanged and in effect.

Net Family Income	No. of Minors	Contract Rent	Effective Date	Renter Signature	Management Signature

HERINGTON HOUSING AUTHORITY EQUAL HOUSING OPPORTUNITY POLICY

1.0 NONDISCRIMINATION

It is the policy of the Herington Housing Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Housing Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap, or national origin:

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different than that provided others.
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
- E. Treat a person differently in determining eligibility or other requirements for admission.
- F. Deny a person access to the same level of services.
- G. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing or tenant-based housing programs.

The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

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The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.

Housing Authority records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

2.0 AFFIRMATIVE MARKETING

As conditions may require, the Housing Authority will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. The Housing Authority may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

- A. Send informational spots local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication
- B. Special outreaches to minorities, persons with disabilities and very low-income families;
- C. Distribute pamphlets and brochures.
- D. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.
- E. Outreach to organizations which assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

The Housing Authority will monitor the benefits received, as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish, Vietnamese, Arabic or other languages as required.

3.0 OPERATIONS

In order to further the objectives of nondiscrimination the Housing Authority shall:

- A. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- B. Prominently display a Fair Housing Poster in every development office owned by the Housing Authority and in the Housing Authority's main office.
- C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
- D. The Housing Authority shall maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.

HERINGTON HOUSING AUTHORITY CODE OF ETHICS AND STANDARDS OF CONDUCT POLICY

PREFACE

The Herington Housing Authority has established standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the Housing Authority. As an independent public corporation, the Housing Authority recognizes its responsibility to conduct all business in a manner above reproach or censure.

This code recognizes and incorporates those sections of federal, state, and local law, which govern the conduct of public employees, but in no way supplants the law. In cases where no statutory precedent exists, the policy of the Herington Housing Authority shall be applied, except that this policy shall not be taken to supersede the provisions of any contracts, labor agreements, Personnel Policy of the Herington Housing Authority, or other external agreements affecting the rights and privileges of employees.

The Ethics and Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, vendor, or agent having business, or dealings of any kind, with the Housing Authority. No Commissioner or employee shall use or cause or allow to be used his or her position to secure any personal privileges for himself, herself, or others, or to influence the activities, actions, or proceeds of the Housing Authority.

The Herington Housing Authority, in establishing Standards of Conduct, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Housing Authority. While the Housing Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with the Housing Authority. These principles include:

- A. No direct or indirect personal incentive of Housing Authority employees. This includes the giving of gifts, money, tickets or any item or service having value.
- B. No direct or indirect incentive of members of the Board of Commissioners. This shall include the same provisions covering employees, except that it is recognized that in the course of business dealings, there may be times when meals and/or visits may be arranged. In such cases, such events should be reported to the Chairman of the Board, with the nature of the visit explained.

It is expected that vendors or suppliers of professional services to the Housing Authority will be governed by the Code of Ethics to which their particular profession prescribes.

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Any vendor or supplier found in violation of Housing Authority policy shall be barred from future business dealings with the Housing Authority. The Housing Authority reserves the right to have vendors and suppliers sign a statement of compliance with the standards of conduct of the Housing Authority.

This Code of Ethics is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

APPLICABILITY

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Herington Housing Authority. With respect to contracted professional services of the Housing Authority (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

DEFINITIONS

"Agent" shall mean any employee of the Housing Authority (whether full or part time) acting in his or her official capacity is an agent of the Housing Authority.

"Claim" shall mean any demand, written or oral, made upon the Housing Authority to fulfill an obligation arising from law or equity.

"Commissioner" shall mean one of the persons serving on the Board of Commissioners of the Housing Authority.

"Contract" shall mean any agreement to do something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

"Conventional" shall mean those housing programs operated by the Housing Authority, which are broadly considered part of the "conventional public housing program." This shall include but not be limited to, public housing, the Capital Fund, HOPE VI, and the Public Housing Drug Elimination Program (PHDEP).

"Employee" shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, fixed or unfixed term, provisional or permanent.

"Enrollee" shall mean any applicant, resident, or program participant in any program operated by the Housing Authority. Specifically, an "enrollee" shall be a person who expects to receive, or is receiving, some form of assistance from the Housing Authority.

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"Family" shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or a person living in a stable family relationship.

"Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, an action or omission to decide or act, on the part of the Housing Authority, its Board, or employees.

"Leasing program" shall mean those programs operated by the Herington Housing Authority that are included within the Section 8 Program or the tenant-based program, whether it be for certificates or vouchers. Unless otherwise noted, the provisions contained herein shall apply equally to both the "Leasing" and the "Conventional" programs of the Housing Authority.

"Person" shall mean any individual, corporation, partnership, business entity, association, organization, and may include any Housing Authority employee.

"Public Information" shall mean information obtainable pursuant to the Freedom of Information Act and Housing Authority guidelines adopted pursuant thereto.

ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Herington Housing Authority shall have any employment, or engage in any business, or professional activity, or incur any obligation in which he or she would have a direct or indirect interest that would impair his or her independent judgment or action that would be in conflict with the performance of official duties. There shall be no preferential treatment given by an employee of the Housing Authority acting in his or her official duties to any person, agency or organization.

No employee shall enter into any contract with another person who has a contract with the Housing Authority unless:

- A. The contract between the person and the Housing Authority is awarded pursuant to competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and the Herington Housing Authority Procurement Policy; or
- B. The contract between the person and the Housing Authority is one in which the employee has no interest, duties or responsibilities or if the contract with the

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person is one which the Housing Authority employee entered into prior to becoming an employee.

No employee shall use or permit the use of Housing Authority-owned vehicles, equipment, materials or property for the convenience or profit of himself/herself, or any other person. However this provision shall not apply in the case of usage for "diminutive" purposes, i.e., purposes which in and of themselves should not be construed as abuse of Housing Authority property.

No Housing Authority employee shall solicit any gift or consideration of any kind, nor shall any Housing Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Housing Authority.

No employee shall use or disclose outside the conduct of official non-public information or records concerning any aspects of the operation of the Housing Authority.

No employee shall represent another in business negotiations, judicial or administrative actions or procedures, to which the Housing Authority may be a party.

No former employee (less than one year) shall personally represent another in a matter in which the former employee personally participated while employed, if such representation would be adverse to the Housing Authority. This provision shall not bar the timely filing of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No employee shall have an interest in a contract between any person and the Housing Authority, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Housing Authority, the interest is minimal and the employee fully discloses his/her interest in the contract prior to employment. After employment, the employee has no power to authorize payment, monitor performance or compliance under the contract, or audit bills or claims under the contract and does not affect the employee's compensation.

No employee shall discuss, vote upon, decide or take part in any matter before the Housing Authority in which he or she has an interest. If, in the opinion of the supervisor, there is any question whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for a binding decision on the question.

Matters decided on, contracted, adjudicated, or in any way acted upon by an employee without disclosure of an interest in the matter may be considered void. Such a matter may be referred to the Ethics Review Committee for consideration of necessary penalties and to render judgment and assess any penalties if necessary.

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No employee or Commissioner shall participate as a lessor or lessor's agent in the leasing programs. These prohibitions shall not apply where the employee or Commissioner is a principal in a not-for-profit, educational, or humanitarian organization that may own or manage housing for rental purposes.

ETHICAL STANDARDS FOR COMMISSIONERS

The Board of Commissioners of the Herington Housing Authority is the policy making body that governs the operations of the Housing Authority and retains legal and fiscal responsibility. Members of the Board of Commissioners should follow the Standards of Conduct, which are outlined in the Code of Ethics for employees. Commissioners will voluntarily and fully outline their personal interests and potential conflicts prior to assuming their seats. Such a statement should be submitted to the Board Chairman within ninety (90) days of appointment. Commissioners currently serving shall submit an updated statement within ninety (90) days of re-appointment. Statement shall disclose the following:

- A. The names of any business, organizational, or professional involvements that might reasonably be inferred as having business with the Housing Authority and for which a Commissioner might be expected to vote, legislate, or rule on.
- B. Any current or past contact in, or interest in, activities or programs of the Housing Authority, including, but not limited to, any contracts previously bid and let, relationships with staff or other board members.
 - 1. No Commissioner shall vote, decide, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:
 - a. A Commissioner having interest through a voluntary association with the person or organization may be allowed to discuss the matter.
 - b. If the matter concerns a person or organization with which the Commissioner had previous contact which existed either prior to his or her selection, or occurred at least two years prior to the current discussion of the matter, the Commissioner may freely act.
 - 2. No Commissioner may use his or her position on the Board to intimidate, coerce, persuade or improperly influence any of the activities or employees of the Housing Authority.

ETHICS REVIEW COMMITTEE

KS100j01

There shall be established The Ethics Review Committee of the Herington Housing Authority.

Its purpose shall be to review, recommend and render decisions on any matters involving breach of ethical conduct by employees, vendors, or commissioners. In the performance of its duties, the Committee is empowered by the Board of Commissioners to:

- A. Call witnesses and receive depositions and oversee compliance of the Housing Authority Code of Ethics and any other applicable regulations involving ethics.
- B. Call for provision of appropriate records, files or tapes relevant.
- C. Review records maintained by the Housing Authority, except those considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.
- D. Issue rules and regulations consistent with and to clarify the Code of Ethics.
- E. Require disclosure of pertinent information, including financial information, by employees, vendors, or commissioners.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and a neutral third party (1). The Executive Director of the Housing Authority shall serve as a non-voting Secretary of the Committee. The alternate member shall be versed in legal/ethical issues, e.g., an attorney not currently serving as counsel to the Housing Authority or an academic authority on ethical issues. The members of the Committee shall be appointed in the following manner:

- A. The representative of the Board of Commissioners and the neutral third party shall be selected by vote.
- B. The employee representative and alternate shall be selected by the Director.
- C. The alternate member of the Committee may attend all meetings. In case of a conflict of interest by a member, the alternate will assume the role as a voting member. At any time the alternate may voice opinions during the Committee deliberations.

Each member of the Committee will serve a three (3) year term. The terms may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms. The Chair of the Committee shall be elected by the members of the Committee. The chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. Voting by the Committee shall be by simple majority, with the Chair voting as any other member.

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Upon receiving a written request for a ruling from the Board of Commissioners or any individual associated with the Housing Authority, the Committee shall respond in writing within sixty (60) days after receipt of the request, unless the Committee determines that additional time is required. If the Committee determines additional time is required, it shall so inform the requester and estimate time needed.

The Committee shall make reports and recommendations to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Executive Director or his or her designee, it shall delegate the matter without further Board action.

- D. The legal counsel of the Housing Authority may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.

STARTUP PROCEDURES

Within ninety (90) days of adoption of this policy, the members of the Ethics Review Committee shall be appointed, and the current Commissioners shall file the required disclosure with the Board Chair.

The Board of Commissioners representative and the alternate shall initially serve three (3) year terms. The employee representative shall initially serve a two (2) year term. The neutral third party shall initially serve a one (1) year term. This way at least one appointment will expire each year and continuity can be maintained.

HERINGTON HOUSING AUTHORITY EVICTION POLICY

It is the mission of the Herington Housing Authority to enable residents to remain in decent, safe and affordable housing. Occasionally, problems will arise which leave the Housing Authority no alternative than to terminate the tenancy either by eviction or termination.

Any termination for serious or repeated violations of the lease issued by the Housing Authority is subject to a hearing, in accordance with the Grievance Policy and the One Strike and You're Out Policy. Any resident who has been counseled and who has received a Notice of Lease Violation will be subject to Termination for non-compliance with the Lease, except for Drug Related Criminal Activity which will result in immediate Termination, pursuant to the aforementioned policy.

The Housing Authority will have the discretion to enter into a Repayment Agreements with residents who are one month or less in arrears in rent due to special circumstances (including but not limited to, family illness, death in the family, loss of income due to change in household composition). Any Repayment Agreements for Rent must be completed before additional agreements will be allowed.

Upon expiration of the Notice Terminating Tenancy and to Quit, if the resident has not responded, the Housing Authority will issue written notice of non-payment of rent. The resident will be further advised that if they fail to contact the Housing Authority by the 10th of the following month, the Housing Authority will forward their file to the Attorney's office.

Two consecutive instances of rent not paid within the terms of the Notice Terminating Tenancy and to Quit may result in the file being forwarded to the Attorney's office to initiate eviction proceedings.

Attachment No. KS100101
RESOLUTION NO. 222-7-00
A RESOLUTION ADOPTING
FLAT RENTS
For
HERINGTON HOUSING AUTHORITY

WHEREAS, the United States Congress passed the Quality Housing and Work Responsibility Law of 1998, amending certain provisions of the 1937 Housing Act; and

WHEREAS, one of the provisions of the aforementioned Law mandate the Housing Authority establish and implement Flat Rents for it's public housing units; and

WHEREAS, the Herington Housing Authority reviewed current Fair Market Rents, Ceiling Rents, Minimum Rents, other factors unique to each public housing development, and established an equitable Flat Rent Schedule for the Herington Housing Authority public housing units.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Herington Housing Authority, that the Flat Rent Schedule for the Public Housing Program be adopted as follows;

DEVELOPMENT NAME	ONE BEDROOM	TWO BEDROOM
Herington Heights I	\$305	\$391
Herington Heights II	\$305	\$391
Herington Heights III	\$235	\$391

BE IT FURTHER RESOLVED that the Flat Rents as adopted by this Resolution shall be effective August 1, 2000.

ADOPTED THIS 26th DAY OF JULY, 2000.

SEAL:

Pat Miller, Chair
Herington Housing Authority
Board of Commissioners

Ronald Schlesner
Executive Director

HERINGTON HOUSING AUTHORITY HAZARDOUS MATERIALS POLICY

1.0 PURPOSE

The purpose of this policy is to inform the employees of the Herington Housing Authority about possible hazards connected with materials in their workplace and about proper handling of materials used in Authority operations.

2.0 SCOPE

This implementation of this policy will ensure that Housing Authority employees are aware of any potential hazards connected with any materials to which they may be exposed in the course of their work. In order to accomplish this, the Authority will ensure that:

- A. A current list of all hazardous chemicals or materials being used by the Authority is maintained at each work site;
- B. All containers of hazardous materials stored and used at the Authority are appropriately labeled;
- C. All Authority employees are trained to recognize and interpret labels, warnings, and signs that are attached to containers; and
- D. All Authority employees are trained to understand the content of the material safety data sheets (MSDS) provided for each hazardous substance and recognize possible risks to health and the potential for physical harm.

3.0 LISTING OF HAZARDOUS CHEMICALS

The Herington Housing Authority will maintain a list of all hazardous chemicals used on-site.

The Facilities Supervisor or his/her designee will insure that material safety data sheets are requested and obtained from the supplier of any new product ordered by the Herington Housing Authority. The Contracting Officer will maintain a master listing of all hazardous materials and MSDS for all materials.

4.0 LABELS

Material received at the Herington Housing Authority must have intact, legible labels. These labels must include the following:

- A. The name of the hazardous substance(s) in the container;
- B. A hazard warning; and
- C. The name and address of the manufacturer or other responsible party.

5.0 TRAINING

A Safety Officer will be appointed by the Executive Director and the Safety Officer will ensure that all employees at sites where hazardous materials are kept or used receive training on hazardous material handling.

The training program will include the following:

- A. The location and availability of the MSDS and files.
- B. Methods and procedures that the employee may use to detect the presence or accidental release or spill of hazardous materials in the work area, including proper clean up.
- C. Precautions and measures employees can take to protect themselves from the hazardous materials.

Annual training will be conducted for all employees at the Authority who deal with hazardous materials.

Each new or newly transferred at-risk employee will be trained in the handling of hazardous materials on the first working day at the new work site.

Training must be conducted for all employees when any new chemical or hazardous material enters the work site. This training must occur before the chemical or hazardous material is used by any employee.

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After each training session, the trainer will certify a roster of all participants. Included with the roster will be a list of all hazardous materials included in the training.

6.0 HEALTH, SAFETY AND EMERGENCY PROCEDURES

The following information will be available in the procurement office for local health and jurisdictional authorities, if requested or required:

- A. A list of all hazardous materials used on authority sites.
- B. The location of stored hazardous materials of 55 gallons (500 pounds) or more, and special procedures for spill control and/or clean-up for specific hazardous substances if necessary.
- C. Unusual health and environmental hazards (both air and water) that may result from the release of specific quantities of hazardous substances.

**HERINGTON HOUSING AUTHORITY
HOMEOWNERSHIP POLICY**

The Herington Housing Authority does not currently operate a Homeownership Program. However, the Housing Authority plans to begin a homeownership program once the Department of Housing and Urban Development (HUD) issues the final regulations covering the new Section 32 and Section 8(y). However, the plans are contingent on funding practicalities and HUD regulations.

Herington Housing Authority
Maintenance Policy

July 15, 1999

This maintenance policy articulates the approach the Herington Housing Authority (HHA) will under take in the performance of maintenance activities. Good maintenance is the key to attractive, marketable properties and a successful housing authority. Taking the time to think through a comprehensive approach to maintaining the facilities of this authority has been time well spent.

Not only is maintenance a key to the successful operation of any housing authority, it is also critical to the physical inspection portion of the Public Housing Assessment System (PHAS). In order to achieve a high PHAS score the Herington Housing Authority must be properly maintaining all properties.

~~CITY OF~~ HERINGTON HOUSING AUTHORITY MAINTENANCE PLAN

The Maintenance Division of the Herington Housing Authority (~~MHA~~) is responsible for managing the ~~HMHA~~ housing Authority maintenance function in the most cost effective manner possible while maximizing the useful life of properties and providing quality service to ~~MHA~~ Housing Authority residents. The following policy statements are designed to establish an effective and efficient maintenance system.

1.0 COMPONENTS OF THE MAINTENANCE SYSTEM

The ~~MHA~~ housing Authority maintenance system shall include certain components:

- A. A system of priorities for work request
- B. Comprehensive working procedures
- C. Performance goals
- D. A work order system
- E. A skills training program
- F. A long-range planning system.

These components provide the Authority the tools needed to control the performance of maintenance work at the housing authority.

1.1 PRIORITY SYSTEM

The following work priorities guide the ~~MHA~~ housing Authority in delivering quality maintenance service. Placing planned maintenance and vacancy preparation work ahead of resident requests is part of HUD's cost effectiveness calculation. ~~Cost effective-effectiveness shall be a factor in prioritizing maintenance.~~ Minimizing vacancy loss is part of the cost-effectiveness calculation.

- A. Emergencies
- B. Scheduled Operations and Services

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- C. Vacancy Preparation
- D. Resident On-Demand Requests

~~Placing scheduled maintenance and vacancy preparation work ahead of resident work request is part of Huds cost effectiveneess calculation. sident request are unimportant. Minimizing vacancy loss is part of the cost effectiveness calculation.~~

1.2 PROCEDURE DEVELOPMENT

The ~~Maintenance Facilities Supervisor~~Executive Director will ensure that sufficient clear procedures are ~~are sufficient clear procedures~~ in place to allow staff to implement this policy ~~statement~~. All procedures will include the following:

- A. A statement of purpose
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure
- C. Any forms need to carry out the activities
- D. Maintenance procedures will be reviewed and updated at least annually.

1.3 PERFORMANCE STANDARDS AND GOALS DEVELOPMENT

The ~~Maintenance Facilities Supervisor~~Executive Director will establish measures to evaluate the effectiveness of the maintenance systems and activities and develop strategies to improve performance. Nothing in the documents below will prevent the Housing Authority from setting a higher standard. These standards will consider the following:

- A. Local housing codes
- B. HUD Housing Quality Standards
- C. Public Housing Assessment System (PHAS) standards
- D. Herington Housing Authority job descriptions

1.4 WORK ORDER SYSTEM

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The ~~MHA~~Housing Authority comprehensive work order system includes the following data-a, which is required for planning service delivery and evaluating p0erformance. All work request and activities performed by ~~mainjhtenance~~ maintenance staff fmust be recorded on work orders, which will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested (with task number)
- I. Description of work performed (with task number)
- J. Estimated and actual time to complete
- K. Materials used to complete work
- L. Cost
- M. Resident signature (when possible)

1.5 TRAINING

The Housing Authority recognizes the importance of providing staff with opportunities to refine technical skills, increase craft skills, and learn new procedures. Each employee must participate in a minimum of 16 hours of training annually.

The ~~Maintenance Facilities Supervisor~~Executive Director is responsible for developing a training curriculum for the maintenance staff and working with staff to identify the means of delivering the training.

1.6 LONG-RANGE PLANNING

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~~The HA will develop a property specific long range maintenance planning process to ensure the most cost effective use of resources. The components shall include:~~

The Housing Authority will develop a property specific long-range maintenance plan to ensure the most cost effective resources that includes the following components:

- A. A property maintenance standard;
- B. An estimate of work required to bring the property to the maintenance standard
- C. ~~And~~ estimate of the work required to keep the property at the maintenance standard, which includes routine and preventive maintenance, vacancy preparation, inspections and resident on-demand requests.
- D. ~~And~~ estimate of the on-going cost of operating the property at the maintenance standard
- E. A market analysis of the property to identify any capital improvements needed to make the property more competitive
- F. A cost estimate for the specified capital improvements
- G. A revised work plan and cost estimate for maintaining the property at the improved ~~standard~~ property.

By developing a long range work plan, the ~~MHA~~ Housing Authority will be able to anticipate its staff, equipment and material needs and contracted services. It will also be possible to determine need for contracting particular services.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed on Housing Authority properties can be categorized by its source: ~~emergencies~~, routine maintenance schedule, preventive maintenance schedule, unit inspections, unit turnover, or resident requests.

2.1 RESPONDING TO EMERGENCIES

Emergencies are the highest priority ~~source of work~~. The Housing Authority will consider a work item to be an emergency if one or both of the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff; ~~or~~

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- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours-

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision. The designated employee shall prepare a work order and report on any emergency within 24 hours after abatement of the emergency.

For emergencies that occur after regular working hours, the Housing Authority ~~MHA~~ shall have a ~~twenty-four~~ (24) hour emergency response system in place. This response system includes the designation of a maintenance and/or administrative employees in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, as access to Authority materials and supplies. ~~The designated employee shall prepare a work order and report on any emergency within twenty four hours after abatement of the emergency.~~

2.2 PREPARE VACANT UNITS FOR RE-OCCUPANCY

~~It is the policy of the MHA to reoccupy vacant units as soon as possible. The policy allows the MHA to maximize the income produced by its properties and operate attractive and safe properties.~~

It is the policy of the MHA Housing Authority to reoccupy vacant units as soon as possible. The Executive Director is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, ~~he or she must have a~~ the system that can must perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The Executive Director may create special teams for vacancy turnaround or to hire contractors when necessary to maintain the MHA Housing Authority goals.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing unit.

~~The Facilities Supervisor has the ability to create special teams for vacancy turnaround or to hire contractors when it is required to maintain the MHA goals.~~

2.3 PREVENTIVE MAINTENANCE PROGRAM

~~Preventive maintenance is part of the planned or scheduled maintenance program of the MHA~~ The purpose of the scheduled scheduling preventive maintenance program is to allow the Housing Authority to anticipate maintenance requirements and ~~make sure the MHA can~~ address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems, ~~that keep the properties operating. These systems include including~~ heating and air conditioning, electrical, life safety and plumbing.

A. General Operating Systems

The ~~heart of any~~ preventive maintenance program ~~is a~~ schedule ~~that~~ calls for the regular servicing of all systems. ~~The development of this~~ This schedule begins with the identification of identifies each system or item that must be checked and serviced, servicing intervals the service date ~~it must be serviced~~, and responsible ~~the~~ individual ~~responsible for the work.~~ The servicing intervals and tasks for each system must be included in the schedule. ~~The completion of all required tasks is considered a high priority for the MHA.~~

The systems ~~covered by the preventive maintenance program shall~~ include but are not limited to:

The equipment and materials required will be listed. An assessment of the skills or licensing needed to perform the tasks will be made to determine if an outside contractor is necessary to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

1. Catch basin
2. Compactors
3. Condensatione pumps
4. Electric transformer and emergency generators
5. Elevator equipment
6. Emergency lighting
7. Exhaust fans

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8. Exterior lights
9. Fire extinguishers and other life safety systems
10. Mechanical equipment and vehicles
11. Air Conditioning equipment

~~A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the services will be listed as well so that they will be on hand when needed. As assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.~~

B. Roof Repairs/Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure ~~that there in no~~ unauthorized access to roof surfaces, ~~and that there is~~ good drainage, clear gutters and prompt discovery of any deficiencies.

The MHA Housing Authority maintenance staff will perform only minor roof repairs. a list of approved roofing contractors will be maintained to address more serious problems, where roofs no longer under warranty.

The Executive Director is responsible for the development of a roof maintenance plan that includes ~~these features~~:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. ~~Company that installed the roof~~ Installation Firm
4. Expected useful life of roof
5. ~~History of m~~ Maintenance and repair history
6. Inspection schedule

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~~The MHA maintenance staff will usually undertake only minor roof repairs. Therefore there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.~~

C. Vehicle/Equipment Maintenance

The HHA does not currently own any vehicles for the public housing program. However, the HHA will protect ~~the~~ it's investment ~~it has made~~ in vehicles and other motorized equipment ~~by putting in place via~~ a comprehensive maintenance program. ~~The vehicles and equipment to be covered include~~ The Executive Director shall ensure that any employee operating a vehicle or piece of motorized equipment has the required license or certification. The vehicles and equipment include:

1. Cars, trucks and vans
2. Tractors
3. Bobcats
4. Snow blowers
5. Leaf blowers
6. Weed cutters
7. Lawn mowers
8. Chain saws

~~The Facilities Supervisor is responsible for the development of this plan which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.~~

~~The Facilities Supervisor shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.~~

D. Lead-Based Paint

The HHA is committed to controlling lead-based paint hazards in all its dwellings. The Executive Director shall have the authority and responsibility to direct all activities associated with lead hazard control. If ~~any~~ hazards are discovered, the HHA will

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develop an abatement plan ~~to abate the hazard. Facilities Supervisor of Maintenance shall have the authority and responsibility to direct all activities associated with lead hazard control.~~, including ~~The control plan will include such activities as:~~

1. Detecting the possible presence of lead paint;
2. Protection of residents and workers from lead-based paint hazards;
3. Surface protection of non-painted surfaces;
4. Equipment use and care;
5. Paint quality; ~~and~~
6. Method of application.

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to and referring cases ~~of children with suspected elevated blood lead levels~~ correcting lead-based paint hazards on an emergency repair bases, and any other efforts that may be appropriate.

E. Life Safety Systems

~~The MHA shall have a~~ A comprehensive maintenance program for ~~maintenance of~~ life safety systems ~~to will be maintained. ensure that they will be fully functional in the case of an emergency~~ The plan will include the required testing and servicing required by the manufacturer's recommendations. -The Executive Director shall ~~be responsible for the development and implementation of~~ develop and implement a schedule that includes the inspection, servicing and testing of life safety equipment including this equipment. ~~The equipment to be included in the plan includes the following~~

1. Fire alarms and fire alarm systems
2. Fire extinguishers
3. Fire hoses
4. Emergency lighting
5. Smoke detectors

~~The plan will include the required testing and servicing as required by manufacture's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.~~

2.4 INSPECTION PROGRAM

Residents shall be given at least two (2) days written notice for any non-emergency inspections. Emergency inspections do not require prior notice to the Resident.

~~The MHA Housing Authority goals of efficiency and cost effectiveness are achieved through a carefully designed and rigorously implements inspection program— involves The program calls for the inspection of all areas of the Authority's facilities – the (dwelling units, the grounds and building exteriors, and major service systems).~~

The Executive Director shall perform the unit inspection program. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at that time will be documented. All uncompleted work items shall be converted to a work order within 24 hours of the inspection, and shall endeavor to complete all work items within 30 days of the inspection.

A. Dwelling Unit Inspections

The Executive Director shall develop an inspection program that may require more than HUD mandated inspections. The unit inspection system of the MHA Housing Authority has two primary goals:

1. To ensure that all dwelling units comply with standards set by HUD and local codes;~~and~~
2. To ensure that the staff of the MHA Housing Authority knows at all times the condition of each unit ~~for which it is responsible.~~
3. ~~The achievement of these goals may require _more than the annual HUD required_ inspections. The Facilities Supervisor is responsible for developing a unit inspection program that schedules inspections at the frequency required.~~

~~For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.~~

~~The maintenance staff shall perform the unit inspection program of the MHA. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the MHA inspection form. All uncompleted work items shall be converted to a work~~

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~~order within twenty four hours of the completion of the inspection. The Maintenance staff shall endeavor to complete all inspection generated work items within 30 days of the inspection.~~

The Executive Director, with the assistance of all maintenance staff, is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for ~~nayany~~ purpose, ~~such as completing a resident request for service or accompanying a contractor,~~ he or she shall ~~record on an inspection form note~~ any required work ~~he or she sees while in the apartment.~~ These work items shall also be converted to a ~~service request~~ Work Order within ~~twenty four~~ 24 hours ~~of discovery.~~

B. Building and Ground Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. ~~This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This~~ The inspection procedure will include any defined condition will include any HUD or locally required standards. ~~The existence of these standards shall not prevent MHA from setting a higher standard that will make the property more competitive in the local market.~~

Building and grounds inspections must cover ~~these areas:~~

1. Hallways
2. Stairwells
3. Community room and other common space such as kitchens or public restrooms
4. Laundry facilities
5. Lobbies
6. Common entries
7. Basements
8. Grounds
9. Porches or patios

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10. Parking lots
11. Sidewalks and fences
12. Lawns, shrubs and trees
13. Trash compactors or collection areas
14. Building foundations

~~An inspection form will be developed for common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The MHA will complete all inspection-generated work items within thirty (30) days of the inspection.~~

~~Nothing in this policy shall prevent and MHA staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the Receptionist or other person responsible for work order of the appropriate property.~~

~~C. Systems Inspection~~

~~The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspection, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty four hours and completed within thirty (30) days.~~

2.5 SCHEDULED ROUTINE MAINTENANCE

The **MHA**Housing Authority includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The **MHA**Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

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The Executive Director will determine the most cost-effective way of delivering the treatments —whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition of each property. The Executive Director shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least four days before the treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

B. Landscaping and Grounds

The MHAHousing Authority will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter Control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences
6. Snow removal (when required by climate)

The Executive Director shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;

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2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and
4. A separate snow removal plan including a schedule for preparing equipment for the season and the procurement of other necessary materials and supplies.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of MHAHousing Authority buildings as well as their interior common areas is important to their marketability. Therefore, The MHAHousing Authority has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies
2. Hallways and stairwells
3. Elevators
4. Public restrooms
5. Lighting fixtures
6. Common rooms and community spaces
7. Exterior porches and railings
8. Building walls
9. Windows

The Executive Director is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building
2. A list of tasks required to maintain that standard

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3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required to perform the tasks.

D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the **MHAH** Housing Authority will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application approved
6. Lead paint testing and abatement if required

The plan will set out the conditions for the consideration of a paint request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a resident will be allowed to paint his or her own unit.

2.6 RESIDENT ON- DEMAND SERVICE

This category of work refers to all residents generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the **MHAH** Housing Authority to complete these work requests within two (2) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, **MHAH** Housing Authority believes it can

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achieve both good resident service and a maintenance system that completes the most important work first and in the most cost-effective manner.

3.0 CONTRACTING FOR SERVICES

The MHAHousing Authority will contract for maintenance services when it is in the best interests of the Authority to do so. When the employees of the MHAHousing Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the MHAHousing Authority have the skills to do the work required, but there is more work than there is time available to complete it, the MHAHousing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the MHAHousing Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instances, the MHAHousing Authority will decide where it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the MHAHousing Authority Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Executive Director will facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the MHAHousing Authority to get the work it requires.

Mission Statement

Herington Housing Authority

The mission of the Herington Housing Authority is to assist income qualified persons with decent, safe and affordable housing in an efficient, ethical and professional manner. Financial solvency is a key factor in carrying out this mission.

The Housing Authority is committed to:

- Creating and maintaining positive and effective partnerships with clients and appropriate community agencies to maximize social and economic opportunities.
- Encouraging client participation in programs and services promoting self-sufficiency, education and improved quality of life.
- Providing information and referral services to assist in accomplishing this mission.

HERINGTON HOUSING AUTHORITY NATURAL DISASTER RESPONSE GUIDELINES

The Herington area, as all areas, is subject to natural disasters. The disaster most likely to affect Herington is a tornado or earthquake. Because significant warning that a disaster of this type will strike can seldom be given, this policy focuses primarily on how the Authority shall react to such a disaster. While the preparations we can make for a disaster are limited, the Authority will take all reasonable steps to enable it to act promptly and effectively in an emergency.

1.0 PREPARATION

The following steps will be taken to prepare for a natural disaster:

- A. The Executive Director shall serve as the coordinator of the Herington Housing Authority's disaster response efforts. As such, the Executive Director shall serve as the liaison to any community-wide disaster planning efforts.
- B. A list of potential community shelters shall be compiled and retained by the Authority for use in the case of a disaster.
- C. By adopting this Policy, the Board of Commissioners hereby temporarily waives the Petty Cash limit and approves a temporary increase to \$2500.00 for the duration of any emergency caused by a disaster.
- D. By adopting this Policy, the Board of Commissioners recognizes that extraordinary efforts will be needed if a natural disaster strikes the Authority. Therefore, employees will be encouraged to potentially operate outside their job descriptions in any way required to assist in the recovery effort.
- E. The site manager in charge of each development shall prepare an emergency plan for their site and have it approved by the Executive Director within sixty (60) days of the adoption of this policy. These plans shall be reviewed annually by the Executive Director for completeness and timeliness. Each plan shall include the following:
 - 1. A method of verifying the well-being of the residents after the disaster;
 - 2. A method of checking the physical condition of the property for visible damage;
 - 3. The designation of a post-disaster assembly area for the residents to go after the disaster; and

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4. A plan for informing the residents what they should do in the aftermath of the disaster.
- F. These site plans will be included as part of an overall authority emergency plan which will be developed under the direction of the Executive Director. The agency plan will include coordination with local emergency management agencies as well as local response agencies such as the police and fire departments.

2.0 REACTION

The following steps will be taken in order to react to a natural disaster:

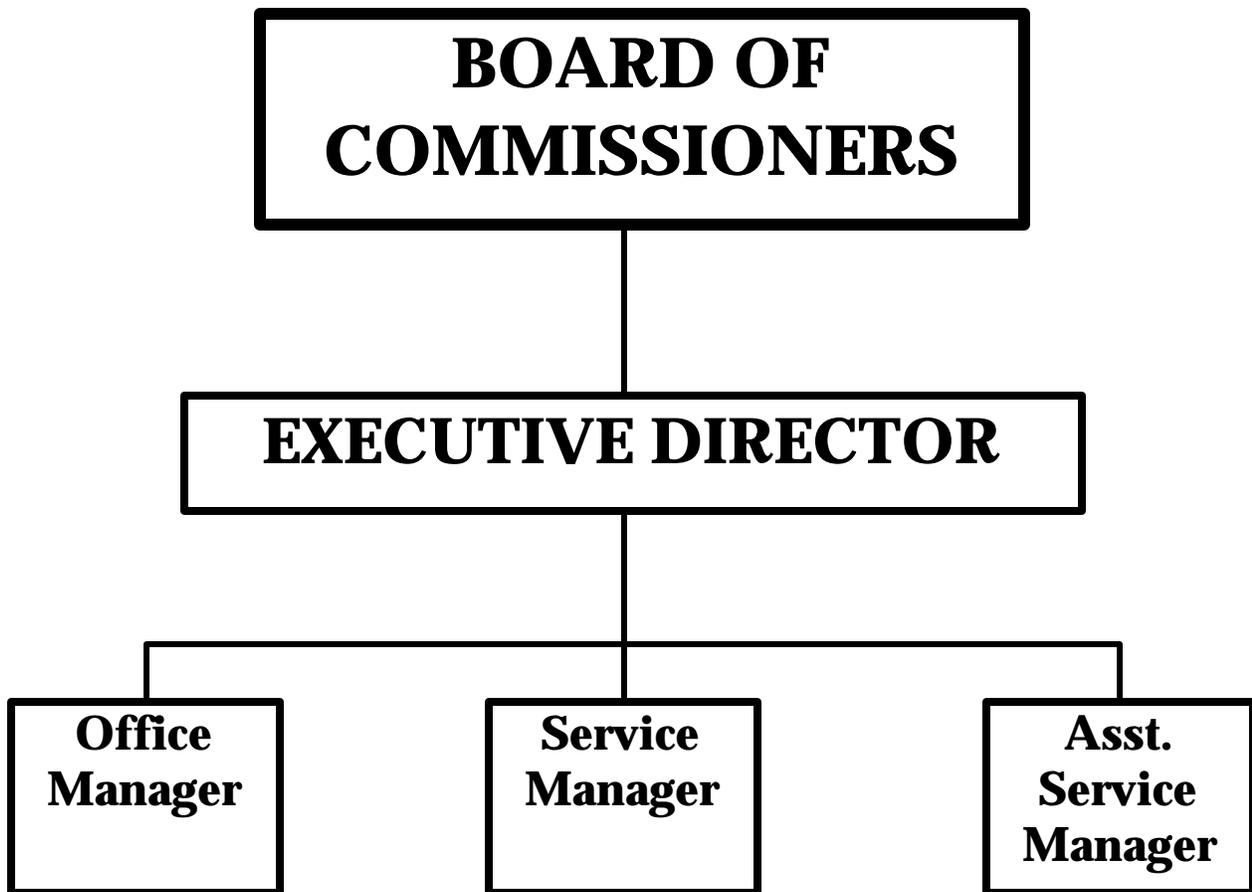
- A. If a disaster occurs during working hours, all employees except those at a damaged site shall immediately report to the Herington Housing Authority Administrative Office for assignment. If the Administrative Office is damaged beyond usage, they shall report to the nearest damaged site to assist in the recovery effort.
- B. Outside of normal working hours, employees shall immediately report to the Administrative Office and inspect Authority properties between their home and the Administrative Office. Employees will perform items E through G prior to reporting to the Administrative Office. Employees are expected to ensure the safety of their own families prior to reporting to work.
- C. If electrical power is lost to the Administrative Office, a generator shall be immediately started to enable usage of the facilities.
- D. Individual employees will be directed from Administrative Office to the developments to assess for habitability with particular attention being paid to structural integrity.
- E. Structures will be searched for trapped survivors. Survivors shall be freed if possible without endangering the lives of others. Employees will not immediately enter structurally damaged buildings, but will summon local emergency crews to enter and rescue any trapped residents.
- F. Gas, electricity and water shall be disconnected from any building with severe structural damage.
- G. Lists of non-habitable buildings or units and trapped survivors shall be delivered to Administrative Office as soon as practicable.

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- H. Work assignments will be made based upon reports received regarding damage sustained.
- I. The Executive Director will brief the Mayor of Herington as soon as practical after the disaster.
- J. As soon as practical, the Executive Director as Secretary of the Board, with the consent of the Chairperson, will call a Special Emergency Board Meeting on the situation and apprise the Board of emergency decisions made arising from the disaster and recovery activities.

HERINGTON HOUSING AUTHORITY

Organizational Chart July 2000



Chapter 17

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The PHAHHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHAHHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHAHHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

~~INSTRUCTION: PHAs vary widely in the resources they commit to the prevention, detection and disposition of tenant fraud and other types of program abuse. Because of this, you should view this Chapter as a menu from which to select and build the policies which best match your resources. You are encouraged to obtain a copy of the "Tenant Integrity Program" Training Manual, as well as the videotape, from HUD's Inspector General.~~

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHAHHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHAHHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The PHAHHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHAHHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the PHAHHA's attention, to investigate such claims.

The PHAHHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The PHAHHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.
2. Internal File Review. A follow-up will be made if PHAHHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHAHHA's knowledge of the family, or ~~is discrepant~~ disagrees with statements made by the family.
3. Verification or Documentation. A follow-up will be made if the PHAHHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE PHAHHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHAHHA's expectations for cooperation and compliance.

2. Program Orientation Session. Mandatory orientation sessions will be conducted by the Housing Specialist for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.
3. Resident Counseling. The PHAHHA will routinely provide tenant counseling as a part of every recertification interview or at any other time in order to clarify any confusion pertaining to program rules and requirements.
4. Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse
6. Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. STEPS THE PHAHHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHAHHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.

2. Observation. The PHAHHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
3. Public Record Bulletins may be reviewed by Management and Staff.
4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping

agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the PHAHHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE PHAHHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHAHHA staff will encourage all tenant families to report suspected abuse to the management staff. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The management staff will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the PHAHHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PHAHHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the management will initiate an investigation to determine if the allegation is true or false.

E. HOW THE PHAHHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND

FRAUD

If the PHAHHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHAHHA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.
2. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
3. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have ~~direct or indirect~~ knowledge of facts pertaining to the PHAHHA's review.
4. Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, the PHAHHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
6. Interviews with Head of Household or Family Members. The PHAHHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHAHHA office. A high standard of courtesy and professionalism will be maintained by the PHAHHA ~~S~~staff ~~P~~person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. ~~If possible, an additional staff person will attend such interviews.~~

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHAHHA

Documents and other evidence obtained by the PHAHHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHAHHA Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE PHAHHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHAHHA will review the facts to determine:

The type of violation. (Procedural, non-compliance, fraud, etc.)

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the tenant.

Is Whether the family is eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the PHAHHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of the PHAHHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHAHHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the PHAHHA if the procedure or obligation is not complied with by the date specified by the PHAHHA.

The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Retroactive Rent

When the tenant owes money to the PHAHHA for failure to report changes in income or assets, the PHAHHA will issue a Notice of Lease Violation. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHAHHA.

A fourteen (14) day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

- a. Tenant Fails to Comply with PHAHHA's Notice. If the Tenant fails to comply with the PHAHHA's notice, and a material provision of the lease has been violated, the PHAHHA will initiate termination of tenancy.
- b. Tenant Complies with PHAHHA's Notice. When a tenant complies with the PHAHHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will document the compliance in the tenant file.

3. Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the PHAHHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and
that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- a. An admission by the tenant of the misrepresentation.
- b. Evidence ~~that~~ that the act was done repeatedly.
- c. If a false name or Social Security Number was used.
- d. If there were verifiable admissions to others of the illegal action or omission.
- e. That the tenant omitted material facts which were known to them (e.g., employment of self or other household member).
- f. That the tenant falsified, forged or altered documents.
- g. That the tenant ~~uttered~~stated and certified to statements at a rent (re)~~de~~certification~~termination~~ which were later independently verified to be false.

4. The Tenant Conference for Serious Violations and Misrepresentations.

When the PHAHHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative and the PHAHHA staff person(s) who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHAHHA. The purpose of such conference is to review the information and evidence obtained by the PHAHHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the PHAHHA . The tenant will be given seven (7) working days after the conference to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the PHAHHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHAHHA will consider:

The duration of the violation and number of false statements.

The tenant's ability to understand the rules.

The tenant's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved.

The tenant's past history

Whether or not criminal intent has been established.

~~The number of false statements.~~

5. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the PHAHHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- a. Criminal Prosecution: If the PHAHHA has established criminal intent, and the case meets the criteria for prosecution, the PHAHHA may:

Refer the case to HUD's RIGInspector General, and terminate rental assistance.

- b. Administrative Remedies: The PHAHHA may:

Terminate tenancy and demand payment ~~of~~ restitution in full.

Terminate tenancy and pursue restitution through civil litigation.

Continue assistance at the correct rent upon ~~re~~payment ~~of~~ restitution in full within fourteen (14) days.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

6. Notification to Tenant of Proposed Action

The PHA will notify the tenant of the proposed action no later than seven (7) working days after the Tenant eConference.

HERINGTON HOUSING AUTHORITY RENT COLLECTION POLICY

Dwelling rent is due and payable on the first day of the month. Upon move-in, rent must be paid for the balance of the current month.

An unpaid rent after the fifth working day of the month incurs a late charge of \$5.00 plus \$1.00 every day thereafter that rent remains unpaid, payable with that month's rent. **Delinquent rent should not be carried into the second month.**

Time extensions for payment may be granted to residents who receive their income more than once per month (i.e., residents who are paid weekly or bi-weekly). In situations where a time extension or Repayment Agreement is necessary, Management will carefully consider the circumstances and grant extensions that are justified. The extension shall be in writing (specifying the method and time of payment) and shall be signed by both parties. In these instances, a Notice Terminating Tenancy and to Quit will not be issued unless the resident fails to keep the written agreement.

If the resident has not contacted the Housing Authority by the ninth calendar day to discuss a Repayment Agreement, then a Notice Terminating Tenancy and to Quit will be issued.

A fee of \$20.00 will be charged for Returned Checks. A check returned will constitute non-payment. In the event a check is returned, the management will notify the resident and provide ten (10) days to remit payment by Money Order for the amount of the returned check and charges. Failure to remit the amount due within ten (10) days will result in a Notice Terminating Tenancy and to Quit. Eviction proceedings will commence if payment is not received by the expiration of the Notice.

Management reserves the right to not renew (or terminate) the lease upon a 30-day notice of tenant receives two (2) or more Notices Terminating Tenancy and to Quit in any twelve (12) month period.

Any and all court costs resulting from legal action will be charged to the resident.

Any resident who vacates their apartment owing an outstanding balance to the Housing Authority will not be re-admitted until the balance due is paid in full.