

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

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# PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005  
Annual Plan for Fiscal Year 2001

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

## PHA Plan Agency Identification

**PHA Name:** Alexandria Housing Authority

**PHA Number:** LA023

**PHA Fiscal Year Beginning: (mm/yyyy)** 07/2001

### 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 2001 - 2005**  
[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)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

**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.**

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers: FY2002=50, FY2003=200, FY2004=250
  - Reduce public housing vacancies: FY2002=96%Occupied, FY2003=97%Occupied, FY2004=98%Occupied, FY2003/FY2005=100%Occupied
  - Leverage private or other public funds to create additional housing opportunities: FY2004 = 3 Units
  - Acquire or build units or developments
  - Other (list below)
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score) FY2000 = 65, FY2001 = 70, FY2002 = 78, FY2003 = 85, FY2004 = 90, FY2005=95

- Improve voucher management: (SEMAP score) Increase lease-up from 75% to 100% by FY2003
  - Increase customer satisfaction: Employee training – service oriented resident contact, Provide economic self-sufficiency programs to 5 residents per year starting FY2001 to promote community building
  - Concentrate on efforts to improve specific management functions: Employee training in all aspects of housing management
  - Renovate or modernize public housing units: Repair ceilings on 96 units, Comprehensive Improvements on 146 units.
  - Demolish or dispose of obsolete public housing:
  - Provide replacement public housing:
  - Provide replacement vouchers:
  - Other: (list below) Increase marketability of Housing Stock
- PHA Goal: Increase assisted housing choices
- Objectives:
- Provide voucher mobility counseling: Tenant in House Briefings
  - Conduct outreach efforts to potential voucher landlords atleast twice per/yr
  - 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**

- PHA Goal: Provide an improved living environment
- Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Policy and Procedures
  - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: Policy and Procedures
  - Implement public housing security improvements: Neighborhood watch, site lighting and community policing
  - 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: Increasing Marketability of Housing, Advertising and Outreach, Provide transportation services, daycare/after school activities
- Provide or attract supportive services to improve assistance recipients' employability: Self Sufficiency Programs, enroll 5 residents per year starting FY2001
- 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: Addressed in the Policy and Procedures
- 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: Addressed in Policy and Procedures
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: Addressed in the Policy and Procedures.
- Other: (list below)

**Other PHA Goals and Objectives: (list below)**

**Annual PHA Plan**  
**PHA Fiscal Year 2001**  
[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.

**iii. 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:

- (Attachment C) Admissions Policy for Deconcentration
- FY 2001 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) (Attachment E)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2001 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)
  - (Attachment A) Community Service Requirement
  - (Attachment B) Substantial Deviation Statement

**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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	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
X	Consolidated Plan for the jurisdiction/s in which the PHA is	Annual Plan:

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	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	Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	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
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	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
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
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	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
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	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	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	Annual Plan: Annual Audit
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **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.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	3548	5	4	4	2	3	1
Income >30% but <=50% of AMI	1511	5	4	4	2	3	1
Income >50% but <80% of AMI	2689	3	4	4	2	3	1
Elderly	592	5	4	4	2	3	1
Families with Disabilities							
Black	4072	5	4	4	2	3	1
White	3570	5	4	4	2	3	1
Hispanic	106	5	4	4	2	3	1
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 City of Alexandria, LA  
Indicate year: 2000-2005
- 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)

**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.

<b>Housing Needs of Families on the Waiting List</b>
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<b>Housing Needs of Families on the Waiting List</b>			
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	138		
Extremely low income <=30% AMI	65	25	
Very low income (>30% but <=50% AMI)	53	38	
Low income (>50% but <80% AMI)	4	3	
Families with children	56	41	
Elderly families	30	22	
Families with Disabilities	27	20	
White	11	8	
Black	129	93	
Indian	0		
Asian	0		
Characteristics by Bedroom Size (Public Housing Only)			
1BR	75	54	
2 BR	48	35	
3 BR	11	8	
4 BR	2	1	
5 BR			
5+ BR			

### Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)?  No  Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing

Combined Section 8 and Public Housing

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	592		
Extremely low income <=30% AMI	189	32	
Very low income (>30% but <=50% AMI)	360	61	
Low income (>50% but <80% AMI)	43	7	
Families with children	404	68	
Elderly families	119	20	
Families with Disabilities	147	25	
White	80	14	
Black	503	85	
Indian	6	1	
Asian	3	1	

Characteristics by Bedroom Size (Public Housing Only)	# of families	% of total families	Annual Turnover
1BR			
2 BR			
3 BR			
4 BR			
5 BR			

Housing Needs of Families on the Waiting List			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? 1			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" 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) Mandated by MOA

## **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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	785,334	
b) Public Housing Capital Fund	1,599,401	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,496,817	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	177,189	
g) Resident Opportunity and Self-Sufficiency Grants	N/A	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
LA48P023 708-99	614,155	
<b>3. Public Housing Dwelling Rental Income</b>	53,336.00	

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>4. Other income</b> (list below)		
<b>4. Non-federal sources</b> (list below)		
<b>State Representative</b>		
<b>Total resources</b>	5,726,232	

### **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: 3
- 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 (Past Program Participation)

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**  
No site based waiting lists

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

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 = dropped to the bottom of the list, two choices and they are removed entirely
- 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.

1 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- 2 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)  
New resident film

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:  
All 8 of the AHA’s developments
- 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: All 8 of the AHA's Developments
  - Fairway Terrace
  - Carver Village
  - Wooddale Park
  - Sycamore Place
  - Phoenix Point
  - Wonderwood
  - Miracle Place
  - Greenmeadow

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**

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) Past Program Participation

- 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? (by Parish/County)
- 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) Previous Landlord/Address

**(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) Community Center as needed (only if the waiting list for new applicants are taken at the time)

**(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:

Death in the family \_\_\_\_\_

Hospitalization \_\_\_\_\_

Odd sized unit \_\_\_\_\_

Disabled \_\_\_\_\_

**(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.

1      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:

Head of Household Death \_\_\_\_\_

Family Member death \_\_\_\_\_

Medical \_\_\_\_\_

Jobless through no fault \_\_\_\_\_

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

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)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income; if the ceiling rent is the same as the flat rent, mark "yes" and if not mark "no") (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 (If above is “yes” mark this space)
- 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); NOTE: If the first box above is mark “no”, whi
- 95<sup>th</sup> 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 or decrease income
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- 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**

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 – 3 / 4 Bedroom
- Above 100% but at or below 110% of FMR – 1 / 2 Bedroom
- 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**

[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. ( SEE ATTACHMENT-**la023a03**)
- 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	503	216
Section 8 Vouchers	299	0
Section 8 Certificates	277	0
Section 8 Mod Rehab	2	0

Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	N/A
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

**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)
  - Admission and Continued Occupancy Policies
  - Maintenance Policies and Charges (SEE ATTACHMENT **1a023b03**)
  - Procurement Policy
  - Personnel Policy (SEE ATTACHMENT **1a023b03**)
  - Asset Disposition Policy (SEE ATTACHMENT **1a023b03**)
  - The AHA is currently providing professional pest control services on a monthly basis to all residents. Free of charge.

- (2) Section 8 Management: (list below)

**6.PHA Grievance Procedures**

[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**

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)

**Component 7  
Capital Fund Program Annual Statement  
Parts I, II, and II**

**Annual Statement**

**Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number LA48P023 S02-01 FFY of Grant Approval: (07/29/01)

- Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	110,000
4	1410 Administration	42,000
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	130,000
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	1,324,931
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	25,000
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	
20	<b>Amount of Annual Grant (Sum of lines 2-19)</b>	1,631,931
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	24,000
23	Amount of line 20 Related to Security	110,000
24	Amount of line 20 Related to Energy Conservation Measures	

**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
LA 23 – All	Security Patrols: Continuation of the on-site patrols in all of the communities	1408	110,000
	Modernization Coordinator: Salary expenses for MOD Coordinator (1 Year)	1410	27,100
	A/E Fees: Projected fees for A/E fees for on-going MOD Rehab	1430	130,000
LA 23 – 03	Dwelling Units: Complete rehab work to 50 units. Roofs, Kitchen, doors, windows, electric, etc.	1460	1,323,931
LA 23 – All	Security Vehicle: Current security force is in need of new vehicle to assist in site patrol routine	1475	26,000
	Total CGP Budget:		1,631,931

**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)
LA 23 – All	3/31/2003	3/31/2004
LA 23 – 03	3/31/2003	3/31/2004

**APARTMENTS TO BE RENOVATED UNDER THE CAPITAL FUNDING PROGRAM 502**

- |                 |                 |                 |
|-----------------|-----------------|-----------------|
| 1. 2302 Mimosa  | 2. 2304 Mimosa  | 3. 2305A Mimosa |
| 4. 2305B Mimosa | 5. 2305C Mimosa | 6. 2305D Mimosa |

- |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 7. 2308 Mimosa        | 8. 2400A Mimosa       | 9. 2400B Mimosa       |
| 10. 2400C Mimosa      | 11. 2400D Mimosa      | 12. 2404 Mimosa       |
| 13. 2408 Mimosa       | 14. 2410 Mimosa       | 15. 2413B Mimosa      |
| 16. 2413D Mimosa      | 17. 2416 Mimosa       | 18. 2420 Mimosa       |
| 19. 2422 Mimosa       | 20. 2424 Mimosa       | 21. 2502A Mimosa      |
| 22. 2502B Mimosa      | 23. 2524A Mimosa      | 24. 2524B Mimosa      |
| 25. 2528C Mimosa      | 26. 2528D Mimosa      | 27. 2201B E. Sycamore |
| 28. 2203A E. Sycamore | 29. 2203B E. Sycamore | 30. 2412B E. Sycamore |
| 31. 2213B E. Sycamore | 32. 2217A E. Sycamore | 33. 2217B E. Sycamore |
| 34. 2219A E. Sycamore | 35. 2219B E. Sycamore | 36. 2220A E. Sycamore |
| 37. 2220B E. Sycamore | 38. 2221A E. Sycamore | 39. 2223A E. Sycamore |
| 40. 2223B E. Sycamore | 41. 2224A E. Sycamore | 42. 2225A E. Sycamore |
| 43. 2225B E. Sycamore | 44. 2229A E. Sycamore | 45. 2229B E. Sycamore |

**(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)

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23	PHA WIDE		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
<b>1408 Management Improvement</b>			
Resident Councils		5,000	2001
Resident Councils		5,000	2002
Resident Councils		5,000	2003
Resident Councils		5,000	2004
Resident Services Programs		20,000	2001
Resident Services Programs		20,000	2002
Resident Services Programs		20,000	2003
Resident Services Programs		20,000	2004
Maintenance Certifications		6,000	2001
Maintenance Certifications		6,000	2002
Maintenance Certifications		6,000	2003

Maintenance Certifications	6,000	2004
Security Patrols	110,000	2001
Security Patrols	110,000	2002
Security Patrols	110,000	2003
Security Patrols	110,000	2004
<b>Total estimated cost over next 5 years</b>	<b>564,000</b>	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23-01	Fairway Terrace	0	0
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
1450 – Site Improvements			
Community Sign/Landscape		6,500	2001
Play Equipment		22,000	2001
Sidewalks		50,000	2001
Sidewalks		50,000	2002
Site Lighting		45,000	2001
Site Lighting		50,000	2002
Community Landscape		60,000	2001
Community Landscape		60,000	2002
Sewer Lines/Water Lines		25,000	2001
Sewer Lines/Water Lines		25,000	2002
1460 – Dwelling Structure			
Repair Plaster Ceilings (20)		50,000	2001
Repair Plaster Ceilings (20)		50,000	2002
Repair Plaster Ceilings (20)		50,000	2003
Handicap Ramp Repairs (4)		6,000	2001
Comp Rehab (20)		400,000	2001
Comp Rehab (20)		400,000	2002
Comp Rehab (20)		400,000	2003
<b>Total estimated cost over next 5 years</b>		<b>1,749,500</b>	

Optional 5-Year Action Plan Tables			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23-02	Carver Village	0	0
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
1450 – Site Improvements			
Community Sign/Landscape		6,500	2001
Play Equipment		13,000	2001
Sidewalks		50,000	2001
Sidewalks		50,000	2002
Site Lighting		45,000	2001
Site Lighting		50,000	2002
Community Landscape		60,000	2001
Community Landscape		60,000	2002

Sewer Lines/Water Lines	10,000	2003
1460 – Dwelling Structure		
Repair Plaster Ceilings (16)	40,000	2001
Repair Plaster Ceilings (10)	25,000	2002
Repair Plaster Ceilings (10)	25,000	2003
Comp Rehab (10)	200,000	2001
Comp Rehab (10)	200,000	2003
1470 – Non-Dwelling Structure		
Conversion of unit #3215 to office	60,000	2001
<b>Total estimated cost over next 5 years</b>	<b>894,500</b>	

**Optional 5-Year Action Plan Tables**

Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23-03	Wooddale/Sycamore	80	16.5%

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
1460 – Dwelling Structure:		
Comp. MOD (40)	800,000	2001
Comp. MOD (40)	800,000	2002
Comp. MOD (40)	800,000	2003
Comp. MOD (40)	800,000	2004
1465.1 – Non-Dwelling Equipment:		
Ranges (200 @ \$285)	57,000	2002
Refrigerators (200 @ #365)	73,000	2002
1450 – Site Improvements:		
Community Sign/Landscape – Wooddale	8,000	2001
Community Sign/Landscape – Sycamore	8,000	2001
Play Equipment – Wooddale	22,000	2002
Play Equipment – Sycamore	28,000	2002
Sidewalks – Wooddale	100,000	2001
Sidewalks – Wooddale	100,000	2002
Sidewalks – Wooddale	100,000	2004
Sidewalks – Sycamore	100,000	2001
Sidewalks – Sycamore	100,000	2002
Sidewalks – Sycamore	100,000	2004
Site Lighting – Wooddale	88,000	2002
Site Lighting – Sycamore	67,000	2002
Site Lighting – Sycamore	67,000	2004
Community Landscape - Wooddale	100,000	2001
Community Landscape - Wooddale	50,000	2002
Community Landscape – Wooddale	50,000	2003
Community Landscape - Sycamore	100,000	2001
Community Landscape - Sycamore	50,000	2002
Community Landscape - Sycamore	50,000	2003
<b>Total estimated cost over next 5 years</b>	<b>4,518,000</b>	

**Optional 5-Year Action Plan Tables**

Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23-04	Green Meadow	2	5%

Description of Needed Physical Improvements or Management Improvements	Estimated	Planned Start Date
--	-----------	--------------------

		Cost	(HA Fiscal Year)
1470 – Non Dwelling Structure: Re-model Community Building		60,000	2002
1450 – Site Improvements: Community Sign/Landscape		7,000	2001
Play Equipment		21,500	2001
Site Lighting		33,000	2002
Community Landscape		25,000	2001
Community Landscape		25,000	2002
1460 – Comp MOD (10)		200,000	2001,2004
Comp MOD (10)		200,000	2003
1465.1 – Dwelling Equipment Ranges		6,700	2001, 2004
Refrigerators		7,700	2001, 2004
<b>Total estimated cost over next 5 years</b>		<b>792,600</b>	
<b>Optional 5-Year Action Plan Tables</b>			
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development
LA23-05	Miracle, Wonderwood, Phoenix	27	30%
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
1450 – Site Improvements			
Community Sign/Landscape – Miracle		7,000	2001
Community Sign/Landscape – Phoenix Point		7,000	2001
Community Sign/Landscape – Wonderwood		7,000	2001
Play Equipment – Miracle		14,500	2002
Play Equipment – Phoenix Point		14,500	2001
Play Equipment – Wonderwood		14,500	2001
Sidewalks – Miracle		15,000	2001
Sidewalks – Phoenix Point		25,000	2001,2002
Sidewalks – Wonderwood		35,000	2001,2002
Site Lighting – Miracle		33,000	2002
Site Lighting – Phoenix Point		33,000	2002
Site Lighting – Wonderwood		44,000	2002
Community Landscape – Miracle		36,000	2001
Community Landscape – Phoenix Point		18,000	2001
Community Landscape – Wonderwood		21,000	2001
1460 – Dwelling Structures:			
Comp. MOD – Phoenix Point (8)		160,000	2001
Comp. MOD – Phoenix Point (8)		160,000	2002
Comp. MOD – Phoenix Point (8)		160,000	2003
Comp. MOD – Wonderwood (5)		100,000	2001
Comp. MOD – Wonderwood (5)		100,000	2003
<b>Total estimated cost over next 5 years</b>		<b>1,004,500</b>	

## 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.)

<b>Demolition/Disposition Activity Description</b>
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: (DD/MM/YY)
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.

<b>Designation of Public Housing Activity Description</b>	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA’s Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	
<input type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
6. Number of units affected:	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

**10. Conversion of Public Housing to Tenant-Based Assistance**

[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.

<b>Conversion of Public Housing Activity Description</b>	
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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
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)	
<input type="checkbox"/> Part of the development	

Total development

## B. Section 8 Tenant Based Assistance

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 (SEE ATTACHMENT Ia023c03)**

**(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 residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. ) (SEE ATTACHMENT Ia023e03), REFERENCING SELF-SUFFICIENCY PROGRAM RENDERED BY THE AHA)

**Services and Programs**



- 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 used 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)  
Local News Media

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

All 8 Developments:

- Fairway Terrance 100 Units
- Carver Village 49 Units
- Wooddale Park 248 Units
- Sycamore Place 236 Units
- Phoenix Point 30 Units
- Wonderwood 35 Units
- Miracle Place 35 Units
- Green Meadow 35 Units

**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) Increase Occupancy

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

All 8 developments

- Fairway Terrance **100 Units** (Population Served **164**)
- Carver Village **49 Units** (Population Served **79**)
- Wooddale Park **248 Units** (Population Served **514**)
- Sycamore Place **236 Units** (Population Served **360**)
- Phoenix Point **30 Units** (Population Served **86**)
- Wonderwood **35 Units** (Population Served **47**)
- Miracle Place **35 Units** (Population Served **66**)
- Green Meadow **40 Units** (Population Served **42**)

**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)  
 All 8 developments

**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 2001 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: la023a01)

**14. PET POLICY**

[24 CFR Part 903.7 9 (n)]

**A. Applicability**

The following policies are established to govern the keeping of pets by elderly or disabled residents in and on properties owned and operated by the AHA. These requirements will be incorporated in the Pet Permits and will be an addendum to the Resident Dwelling lease; violation of these regulations shall constitute a violation of said Lease.

**B. Introduction**

Both elderly and non-elderly families are permitted to keep common household pets in their dwelling units in accordance with the terms and conditions of their leases, applicable Potosi laws or regulations governing the owning or keeping of common household pets in dwelling accommodations and the AHA policies, rules and procedures governing the owning and keeping of such pets in dwelling accommodations.

No one shall be denied admission to or continued occupancy to housing by reason of the person’s ownership of a common household pet or the presence of such in that person’s dwelling unit except in instances of refusal or failure to comply with State and local laws and rules and the AHA policies, rules and procedures regarding the keeping of such pets.

Rules governing the owning and keeping of such are established for the purpose of providing a decent, safe and sanitary living environment for existing and prospective tenants, protecting the health and safety of the AHA employees and the public, protecting

and preserving the physical condition of the tenant units and general premises of properties, and protecting the authority's financial interest in its properties.

### **C. Definitions**

Common household pet means a domesticated animal, limited to a cat, dog, bird, small fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles, rodents, ferrets, piranhas, chickens, pigs or ducks. If this definition conflicts with any Potosi or regulations restricting the owning or keeping of pets in dwelling accommodations, the Potosi law or regulations shall apply. This definition shall not include service animals that are used to assist the disabled.

Temporary visiting pet is a common household pet **not** owned by a tenant that is on the AHA property.

### **D. Rules**

#### 1. Regulation

- a. Pets must be registered with the AHA management office prior to the pet being brought onto the premises. An application to register the pet must be completed and approved in writing by the AHA.
- b. The registration must be updated annually at the time of the annual re-examination of tenant income.
- c. The registration will include, but not be limited to:
  - i. documentation that the pet has had required inoculations.
  - ii. documentation that dogs and cats over six months old have been spayed neutered. If the animal is too young for these medical procedures, the resident must agree to have the pet spayed or neutered within two weeks after the pet attains the prescribed age.
  - iii. the name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet.

#### 2. Security Deposit

- a. Tenants who own or keep a cat or dog in their units must pay a \$250.00 refundable security deposit, known as a pet deposit. This deposit is in addition to any other security deposit required of the tenants
- b. The pet deposit must be paid prior to the pet being brought onto the premises.
- c. The pet deposit may be used by the AHA, after the tenant has vacated the unit or no longer own or keeps a pet in the dwelling unit, to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to the

fumigation of the tenant's dwelling unit.

- d. The pet deposit may also be used by the AHA to provide the cost of an animal care facility in circumstances where the AHA has had to remove the pet to such
- e. The unused portion of the deposit will be refundable to the tenant within sixty (60) days after the tenant vacates the unit or no longer owns or keeps a pet in the dwelling unit.

## **E. Basic Guidelines**

1. Only the following types and numbers of pets will be allowed:

### **Dogs**

Maximum number: one  
Maximum size: 20 pounds  
Minimum age: 6 months  
Spayed or neutered  
Distemper and rabies shots (as required by the health department)  
Treated for fleas (regularly)  
Licensed and tagged.

### **Cats**

Maximum number: one  
Maximum size: 10 pounds  
Minimum age: 6 months  
Spayed or neutered  
Distemper and rabies shots (as required by Health Department)  
Treated regularly for fleas

### **Small Caged Animals**

Maximum number: one

### **Fish and Turtles**

Maximum aquarium size: 20 pounds

2. Only one pet will be permitted per dwelling unit; in the instance of fish and turtles only one aquarium will be permitted per dwelling units.
3. The pet must be kept inside the resident's home. Cats and dogs must be leashed and appropriately and effectively restrained at all times when outside the unit or placed in a fenced enclosure. Prior to installing a fence, the resident must have the PHA's permission and must install the fence in accordance with the AHA specifications. Under no circumstances is the pet to roam free in the building or on project grounds.
4. Pets are not permitted in the community rooms, laundry rooms and office areas of the

buildings.

5. On project grounds pets may be exercised in designated areas only. Pet owners are responsible for removing and disposing of all removable pet waste.
6. The tenant owning or keeping the pet is responsible for the control of noise by the pet. barking, whining, etc. by the pet that disturbs the peace and quiet of the neighbors will not be tolerated.
7. The tenant owning or keeping the pet is responsible for any damages to the unit or the AHA property attributable to the pet.

#### **F. Standards of Pet Care**

The tenant owning or keeping pet is responsible for:

1. providing adequate care, nutrition, exercise and medical care for the pet. Pets that appear to be poorly cared for will be reported to appropriate authorities.
2. ensuring that the pet does not disturb the peace and quiet of the neighbors through noise and that the project environment is not adversely affected through odor, damage or destruction caused by the pet.
3. keeping the pet under control at all times so that the pet does not physically annoy or frighten other residents, guests in the development or the AHA staff.
4. making arrangements for care of the pet during any absence of more than twelve hours.
5. exercising common sense and common courtesy with respect to other tenants who may have sensitivities, allergies to, be easily frightened of, or dislike pets.
6. disposing of pet waste, litter, etc. pursuant to any instructions issued and posted by the PHA's maintenance section.

#### **G. Protection of the Pet**

1. If the health or safety of the pet is threatened by the death or incapacity of the tenant owning or keeping the pet or by other factors that render the tenant unable to care for the pet, the AHA may contact the responsible party or parties listed in the pet registration. If the responsible party(s) are unwilling or unable to care for the pet, or the Authority despite reasonable efforts has been unable to contact the responsible party(s), the Authority may contact the appropriate local authority (or designated agent of such an authority) and request the removal of the pet. Any cost shall be borne by the tenant.

#### **H. Inspection**

1. If the AHA has reasonable grounds to believe or has received a signed, written complaint alleging that the conduct or condition of a pet constitutes a nuisance or

threat to the health and safety of the occupants of the development, then the AHA may, after reasonable notice and during reasonable hours, enter and inspect the premises.

### **I. Violation of the Pet Policy**

1. Violation of these rules regarding the keeping of a pet may be grounds for removal of the pet or termination of the tenancy.
2. Maintenance Fee
  - a. The resident will be required to pay a waste removal charge of \$5.00 per occurrence if the resident fails to pick up after the pet. The purpose of this fee is to reimburse the AHA for the additional maintenance of the unit and grounds which are attributed to the pet.

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

### **17. PHA Asset Management (SEE ATTACHMENT Ia023e03)**

[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? (SEE

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

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: City of Alexandria

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: (describe below)

**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.

### ATTACHMENT A

*The following Community Services and Economic Self-sufficiency Requirement is an excerpt from the Admissions and Continued Occupancy Policy (ACOP)*

#### **Section 12**

##### **Community Services and Economic Self-sufficiency Requirement**

The 1998 Act adds a new requirement for non exempt residents of public housing. Each nonexempt adult (eighteen years of age or older) resident must contribute eight (8) hours for each month of community service or participate in a self-sufficiency program for 8 hours in each month. Community service is service for which the individual volunteers. Self-Sufficiency Participation in self-sufficiency activities can satisfy part or all of a resident's requirement to perform community service. A non exempt adult public housing resident may participate in an economic self-sufficiency program for 8 hours in each month. The 1998 Act defines economic self-sufficiency program to include activities that are designed to encourage, assist, train or facilitate economic independence. It is the policy of the Housing Authority (HA) to promote this requirement.

##### **1. Definitions.**

*Community service.* The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

*Exempt individual.* An adult who:

- a. Is 62 years or older;
- b. (i) Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or  
  
(ii) Is a primary caretaker of such individual;
- c. Is engaged in work activities;
- d. 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 (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or

- e. Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA 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 a program.

*Service requirement.* The obligation of each adult resident, other than an exempt individual, to perform community service or participate in an economic-self sufficiency program required in accordance with 960.603.

***Work Activities*** As used in this section, the term "work activities" means-

- a. unsubsidized employment;
- b. subsidized private sector employment;
- c. subsidized public sector employment;
- d. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- e. on-the-job training;
- f. job search and job readiness assistance;
- g. community service programs;
- h. vocational educational training (not to exceed 12 months with respect to any individual);
- i. job skills training directly related to employment;
- j. education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- lc. satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
- l. the provision of child care services to an individual who is participating in a community service program.

## **2. Service requirement.**

Except for any family member who is an exempt individual, each adult resident of public housing must:

- a. Contribute 8 hours per month of community service (not including political activities); or
- b. Participate in an economic self-sufficiency program for 8 hours per month; or
- c. Perform 8 hours per month of combined activities as described in paragraphs (a)(1) and (a)(2) of this section.

**3. Family violation of service requirement.**

**Community Services Lease Requirements.** Under the 1998 Act, public housing leases must have 12 month terms. The lease must be automatically renewable except for noncompliance with the community service requirements. The public housing lease also must provide for termination and eviction for noncompliance with the community service requirements.

The HA shall implement this provision for each family this lease requirement immediately with a 60 day notice to all resident to execute an new lease. The HA may not renew or extend the lease if a household contains a nonexempt adult who has failed to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewable of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term.

*Specific lease language (excerpts from PART 1).*

***Resident's Obligations***

***A. Responsibilities*** - In addition to other obligations of Resident tinder this Lease, Resident agrees to accept full responsibility for the Resident, all members of the Resident's household and all guests and:

5. To sign, when available, a ***Community Service or Family Self- Sufficiency Improvement Plan*** which commits Resident to full participation in the HA 's resident community service or economic development initiatives. Participation is mandatory for the duration of Resident's tenancy.

***B. Community Service and Self-Sufficiency Participation*** - This requirement shall be implemented upon the issuance of final rule by HUD and will require each adult members of the family to participate in a minimum of 8 hours a month in community service or economic self-sufficiency training. This does not apply to elderly persons, disabled persons, persons already working, persons exempt from work requirements tinder State welfare to work programs, or persons receiving assistance tinder a State program that have not been found to be in noncompliance with such a program. The HA shall refuse to renew the resident's 12-month lease for failure to satisfy this requirement.

## **10. Termination**

*A. Management shall not terminate or refuse to renew this Lease except for serious or repeated violations of material terms of this Lease such as failure to make payments due under the Lease or to fulfill the Resident's obligations set forth in Section 5 of this Lease or for other good cause, **including but not limited to:***

*4. Community Service and self-sufficiency Community Service - The HA shall refuse to renew the resident's 12-month lease for failure to satisfy this requirement.*

## **2. Approved community services and economic self-sufficiency activities.**

Each year, the HA shall, with the assistance of the resident organization(s) and local TANF agencies, look at a broad range of self-sufficiency and community service activities. A list of acceptable self-sufficiency and community service activities shall be posted at the HA office.

Acceptable self-sufficiency and community service shall include any of the following:

1. Work experience (including work associated with the refurbishing or maintenance of publicly assisted housing) if sufficient private sector employment is not available;
2. participating in approved resident council activities;
3. on-the-job training;
4. job search and job readiness assistance;
5. volunteering for local social service to assist in program delivery;
6. Job skills training directly related to employment;
7. education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
8. the provision of child care services to an individual who is participating in a community service program.

## **5. Exemptions to the requirement for community services and economic self-sufficiency.**

*All adult members (over the age of 18) of families living in public housing shall either contribute eight hours per month of community service within the community in which the family lives, or participate in an economic self-sufficiency program. Elderly persons, disabled persons, persons already working, persons exempt from work requirements*

*under state welfare programs, or persons receiving assistance under state welfare programs are exempt from the requirement, The PHA must obtain written information from the local welfare agency to determine whether a resident is exempt from community service.*

Exemptions shall be granted to adults who are 62 years of age or older, persons with disabilities, persons engaged in work activities (as defined by section 407(d) of the Social Security Act), and persons participating in a welfare to work program, or receiving assistance from and in compliance with a State program funded under part A, title IV of the Social Security Act.

Persons eligible for a disability deduction are not necessarily automatically exempt from the community service, economic self-sufficiency requirement. The 1998 Act defines "disability" very narrowly for the purpose of the community service requirement. Further, the Act states that a person is exempt only to the extent the disability makes the person "unable to comply" with the community service requirement. The HA shall ensure that the community service and self-sufficiency programs are accessible to persons with disabilities.

Families who pay flat rent, live in public housing units within market rate developments, or families who are over income when they initially occupy a public housing unit are not automatically exempt.

#### **6. Administration of qualifying community service or self-sufficiency activities for residents.**

##### **e. Initial Resident notification of requirements.**

The HA shall provide written notification of the provisions of the community service requirement to all residents, including a description of the service requirement, who is exempt, and how the exemption will be verified.

##### **b. Determination of qualifying community service or self-sufficiency activities at pre-application.**

5. At pre-application time, each family member over the age of 18 must declare exemption from the Community Service requirement or prior to occupancy each family member must sign an agreement and community service plan to participate. If exemption is claimed, the exemption shall be verified as required by paragraph c below.

6. If the family member is not exempt, it is noted on the pre-application. Prior to lease signing, each adult family member must enter into a Community Service Agreement and develop a plan to comply with the Agreement.

7. Failure of an adult member to enter into a Community Service Agreement and develop a plan to comply with the Agreement will be cause for withdrawal of the offer for occupancy.

c. **Determining and documenting residents' exemptions.**

The HA shall verify an adult's exemption status upon admissions and annually. An individual exempt by being over 62 years in age would not need verification. The HA shall document all exemptions for the resident's file. The HA shall follow the same standards of documentation for exemptions as it does for other verifications and will require a third party written verification.

d. **Changing exemption status.**

A resident is permitted to change exemption status during the year if his/her situation changes. Unemployed residents, for example, shall be able to request a determination of exemption if they find work or start a training program. Persons eligible for a disability deduction are not necessarily automatically exempt from the community service, economic self-sufficiency requirement.

e. **Verifying compliance prior to lease renewal.**

The HA shall verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by residents is not acceptable; third party certification must be provided by the entity with whom the resident is working.

f. **Noncompliance.**

The HA shall determine, on an annual basis, if non-exempt residents are in compliance. The HA shall permit noncompliant families to cure the noncompliance by requiring the noncompliant adult and the head of household to sign an agreement to make up the hours needed within the next 12-month period. Continued noncompliance will result in eviction of the entire family, unless the noncompliant family member is no longer a part of the household.

g. **Compliance documentation**

Documentation must be provided to verify compliance with community service requirements. Selfcertification by residents is not acceptable; third party certification must be provided by the entity with whom the resident is working. The documentation shall be placed in the resident's file at the time of reexamination.

## ATTACHMENT B

### *Statement of Agency Definition of "Substantial Deviation" and "Significant Amendment or Modification "*

The Housing Authority of Alexandria has defined "Substantial Deviation" and "Significant Amendment or Modification" as they relate to the Agency Plan as follows:

"Substantial Deviation(s)" from the 5-year Action Plan shall be explained in the Annual Plan for the period in which they occur and shall include

- \* any change to rent or admissions policies or organization of the waiting list;
- \* additions of non-emergency work items (items not included in the current Annual Statement or 5-year Action Plan) or change in use of replacement reserve funds under the Capital Fund;
- \* additions of new activities not included in the current PHDEP Plan; and
- any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.
- 

"Significant Amendment or Modification" of the Annual Plan means

- any change to rent or admissions policies or organization of the waiting list;
- additions of non emergency work items (items not included in the current Annual Statement or 5-year Action Plan) or change in use of replacement reserve funds under the Capital Fund;
- additions of new activities not included in the current PHDEP Plan; and any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

## ATTACHMENT C

### Step 3 - Deconcentration of Poverty and Income-Mixing in Public Housing Section 513 of the QHWRA

The AHA adopts these admission policies to achieve both the goals of reducing poverty and income mixing in public housing. The policy includes include slapping over certain applicants on the waiting list based on incomes. Skipping is applied only when it is necessary to serve the required percentage of the neediest families (extremely low income). Income skipping shall be uniformly applied.

The housing authority shall deconcentrate poverty in each of its housing developments by bringing higher income tenants into lower income public housing projects and bringing lower income tenants into higher income public housing projects. The housing authority shall make every effort to maintain the following income mix for each development:

- 40 percent of families with incomes below 30 percent of median ("very poor families") in a fiscal year.
- 60 percent of other admissions shall comply with eligibility limits under the current regulations (24 CF. 982.201(b)) and law.

To this end, the housing authority will take the following steps:

Initial assessment and current occupancy

- Sixty days before the start of the fiscal year, the housing authority shall assess each development to determine the percentage of families whose income are at or below 30 percent of median ("very poor families") of HUD's 1999 income limits. The housing authority will determine and compare the relative tenant incomes of each development and the incomes of the census tract in which the development is located.
- Developments where the percentage of families whose income are at or below 30 percent of median ("very poor families") of HUD's 1999 income limits exceeds 40%:
- Should the housing authority find that the percentage of families whose income are at or below 30 percent of median ("very poor families") of HUD's 1999 income limits exceeds 40% in any one development, the housing authority shall offer the opportunity for relocation to a development where the percentage of families whose income are at or below 30 percent of median ("very poor families") of HUD's 1999 income limits may be less than 40%. The offer of relocation will be based on the following:
- Availability of appropriate units in other developments where the percentage of units available or families whose income are below 30

percent of median ("very poor families") of HUD's 1999 income limits;  
and

- Ability of the relocating family to meet all admission requirements.
- For each development, should more families wish to relocate than the number of units available for families whose income are at or below 30 percent of median ("very poor families") in other developments, the housing authority shall conduct a lottery. The lottery will be publically held at a regularly scheduled board meeting. The name of each family wishing to relocate will be placed in the lottery box. A Board member will then draw the number of names from the box corresponding to the number of units available.
- \* As an incentive, the housing authority shall bear the cost of relocation. Relocation costs are limited to the actual cost of the move and utility deposits including telephone and cable TV, but only if the resident had a telephone and cable TV at the unit being vacated.
- \* Should the number of families necessary to achieve the 40% target chose not to relocate, the housing authority shall target the appropriate number of units and will apply the wait list skipping procedure defined below to occupy the units as units become available for occupancy.

### **Maintaining deconcentration**

Maintaining the 40% target of families whose income are at or below 30 percent of median ("very poor families") of HUD's current income limits.

The Quality Housing and Work Responsibility Act of 1998 (Pub. L. 105-276, 112 Stat. 2461, approved October 21, 1998) (QHWRA) allows a housing authority to offer incentives to eligible families that would help accomplish the deconcentration and income-mixing objectives. In addition, slopping of a family on a waiting list specifically to reach another family with a lower or higher income is permissible, provided that such skipping is uniformly applied.

Therefore, when a development's percentage of families meeting the 30 percent of median ("very poor families") of HUD's current income limits falls below 40% of the total units, the housing authority shall select the next eligible family from the wait list whose income is less than 30 percent of median ("very poor families") of HUD's current income limits and who meets all other admissions requirements. The housing authority shall continue selecting families in this manner until the 40% target is met.

Likewise, should a development's percentage of families meeting the 30\ percent of median ("very poor families") of HUD's current income limits

exceed 40% of the total units, the housing authority shall select the next eligible family from the wait list whose income is more than 30 percent of median ("very poor families") of HUD's current income limits. The housing authority shall continue selecting families in this manner until the 60% target is met.

## **Public Housing Drug Elimination Program Plan**

**Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.**

**Annual PHDEP Plan Table of Contents:**

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

**Section 1: General Information/History**

**A. Amount of PHDEP Grant \$ 177,189.00**

**B. Eligibility type (Indicate with an “x”)** N1   X   N2         
R       

**C. FFY in which funding is requested 2001**

**D. Executive Summary of Annual PHDEP Plan**

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The Alexandria Housing Authority (Project Grand Slam) has three components that will meet the needs and interests of the Alexandria Housing Authority Residents.  
First Base – through the Charles Haywood Activity Center: “CAN BE” (Combating Aggressive and Negative Behavior in Everyone)  
Second Base – project inter league will consist of sports leagues for boys and girls that will teach togetherness and a sense of unity.  
Third Base – Project Beef-up. Security will be beefed up at our six outer developments to help combat drug activities and gang related activities.  
Safe at Home – Through Project Grand Slam, residents in the Alexandria Housing Authority will have a safe home to live.

**E. Target Areas**

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
LA23-01 Fairway Terrace	100	164
LA23-02 Carver Village	49	79
LA23-03 Wooddale Park/Sycamore Place	484	874
LA23-04 Green Meadow	40	86
LA23-05 Miracle Plaza, Phoenix Point, Wonderwood	100	155

**F. Duration of Program**

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

6 Months \_\_\_\_\_ 12 Months \_\_\_\_\_ 18 Months \_\_\_\_\_ 24  
Months \_\_\_ x \_\_\_ Other \_\_\_\_\_

**G. PHDEP Program History**

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	0	0	0	0	0
FY 1996	0	0	0	0	0
FY 1997	0	0	0	0	0
FY1998	0	0	0	0	0
FY 1999	170,014.00	LA48DEP0230199	170,014.00	0	8/01
FY 2000	179,189.00	LA48DEP0230200	179,189.00	0	9/02

**Section 2: PHDEP Plan Goals and Budget**

**A. PHDEP Plan Summary (SEE ATTACHMENT la023d03)**

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

**B. PHDEP Budget Summary**

Enter the total amount of PHDEP funding allocated to each line item.

<b>FY 2001 PHDEP Budget Summary</b>	
<b>Budget Line Item</b>	<b>Total Funding</b>
9110 - Reimbursement of Law Enforcement	0
9120 - Security Personnel	0
9130 - Employment of Investigators	0
9140 - Voluntary Tenant Patrol	0
9150 - Physical Improvements	8,000.00
9160 - Drug Prevention	171,189.00
9170 - Drug Intervention	0
9180 - Drug Treatment	0
9190 - Other Program Costs	0
	0
<b>TOTAL PHDEP FUNDING</b>	<b>179,189.00</b>

### C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

<b>9110 - Reimbursement of Law Enforcement</b>						<b>Total PHDEP Funding: \$</b>	
						<b>0</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicator
1.			0	0	0	0	0
2.			0	0	0	0	0
3.			0	0	0	0	0

<b>9120 - Security Personnel</b>						<b>Total PHDEP Funding: \$</b>	
						<b>0</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicator
1.			0	0	0	0	
2.			0	0	0	0	
3.			0	0	0	0	

<b>9130 - Employment of Investigators</b>						<b>Total PHDEP Funding: \$</b>	
						<b>0</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicator
1.			0	0	0	0	
2.			0	0	0	0	
3.			0	0	0	0	

<b>9140 - Voluntary Tenant Patrol</b>						<b>Total PHDEP Funding: \$</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicator
1.							
2.							
3.							

<b>9150 - Physical Improvements</b>						<b>Total PHDEP Funding: \$</b>	
<b>0</b>							
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicator
	874	874			8,000.00		
1.							
2.							
3.							

<b>9160 - Drug Prevention</b>						<b>Total PHDEP Funding:\$179,189 (for 2000)</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicator
1.	1,358	All Developments	3/89	On going	10,830.05		
2.		All Developments	3/89	On going	10,975.25		
3.		All Developments	3/89	On going	5,383.70		
4.		All Developments	3/89	On going	150,000.0		

<b>9170 - Drug Intervention</b>						<b>Total PHDEP Funding: \$</b>	
<b>0</b>							
Goal(s)							
Objectives							
Proposed Activities	# of	Target	Start	Expected	PHEDEP	Other	Performance Indicator

	Persons Served	Population	Date	Complete Date	Funding	Funding (Amount /Source)	
1.							
2.							
3.							

<b>9180 - Drug Treatment</b>						<b>Total PHDEP Funding: \$ 0</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicator
1.							
2.							
3.							

<b>9190 - Other Program Costs</b>						<b>Total PHDEP Funds: \$ 0</b>	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicator
1.							
2.							
3.							

**Section 3: Expenditure/Obligation Milestones**

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	0	0	0	0

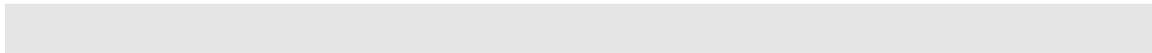
9120				
9130				
9140				
9150	2,000	8,000	4,000	8,000
9160	42,797	171,189	85,594	171,189
9170				
9180				
9190				
<b>TOTAL</b>	\$44,797	\$179,189	\$89,594	\$179,189

**Section 4: Certifications**

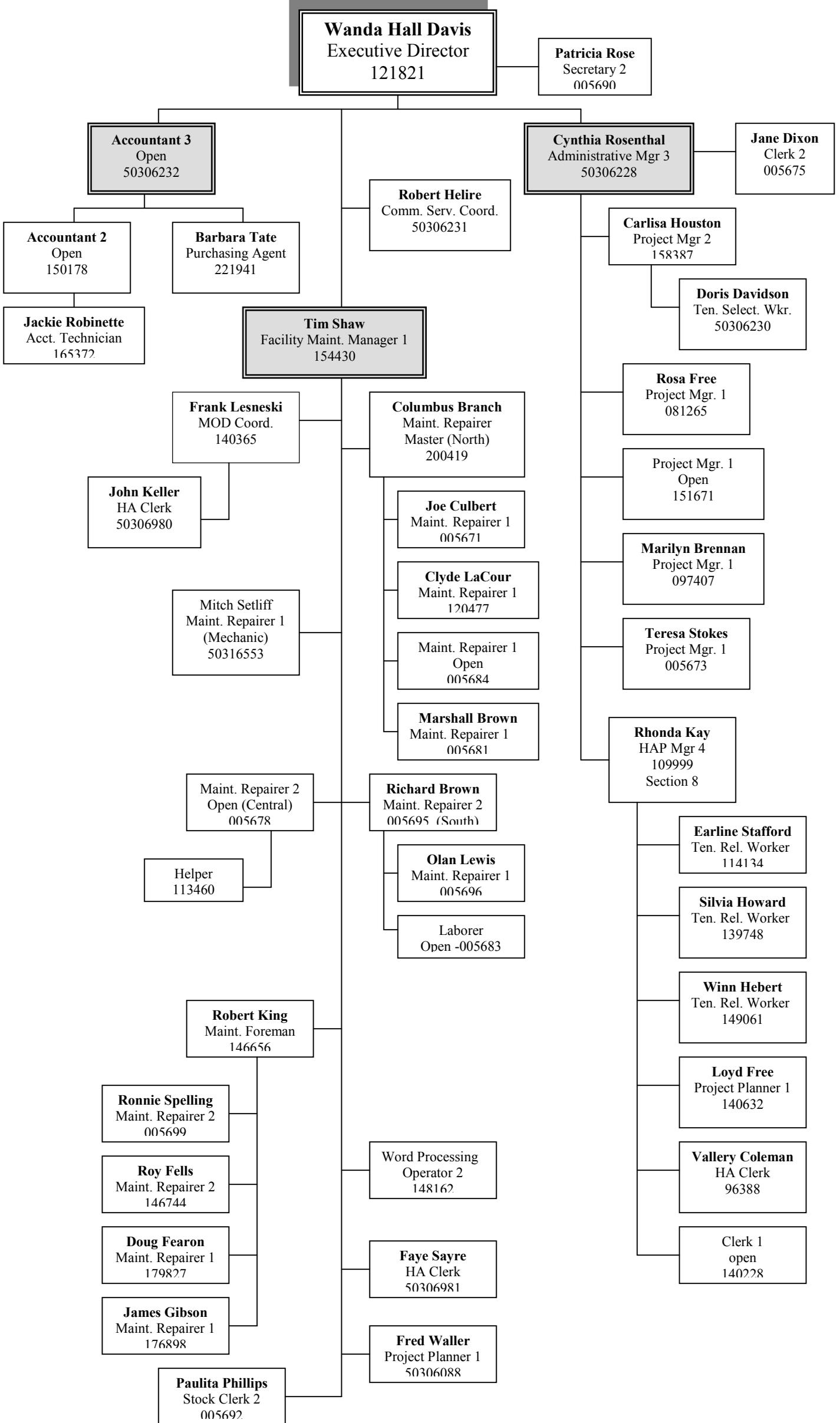
A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

**Section 5: Statement of Progress (See Attachment la023f03)**

**Resident Membership on the Governing Board Mr. George Williams**  
**Membership of the Resident Advisory Board(s) (See Attachment la023g03)**  
**PHA Management Organizational Chart (See Attachment la023a03)**







## **PHDEP Plan Summary**

The purpose is to give the members exposure in several different areas such as:

1. **Second Step.** Developing skills in the areas of impulse control, anger management & empathy.
2. **Education Hours:** Ameri Corps provides academic instructions to children who may have deficiencies in Math, Reading & English
3. **Arts & Crafts:** Developing creative minds.
4. **Sports & Recreation:** To participate in organized play with other teams in the community. The children participating on the teams will be taught cooperative play & the importance of rules.
5. **Speakers Bureau:** Every week a member from the community will be invited to speak. This will give exposure to professionalism, while educating them in different subjects.

To ensure positive outcomes the Program Director conducts evaluations and monitors the activities on a weekly basis.

## **PHA ASSET MANAGEMENT**

The Housing Authority implemented a Capitalization & Property Accounting Policy & Procedure in determining, distinguishing, and recording expendable & non-expendable equipment purchased or acquired in connection with the development, management & maintenance of Public Housing. Inventory is performed once a year & recorded.

We also have a Vacancy Reduction Plan recently approved in order to address rehabilitation (minor vs major) as well as the same under modernization.

**SUBJECT: Progress Statement In Meeting 5-Plan Mission and Goals**

It's hard to believe the AHA's progress in such time; a year ago seems like just yesterday. We have progressed in so many areas of housing—organized an organizational chart—to properly employ staff—implemented a new ACOP, with new flat rents, which is working wonderfully to mix population income wise, improved market advertisements, implemented reports /logs for tracking both in management & maintenance.

The HA has come a long way, but it's just as important to say, we still have much to improve and continue to improve. It's like someone asked me, which is harder to do, catching up or keeping up? I feel keeping up is the hardest, but once you have policies & procedures in place as we now do, I feel positive about keeping up.

A few of our policies & procedures are as listed:

1. Management- Admissions & Continued Occupancy Policy –ACOP  
Training conducted by Alit Asst., on site for all Managers, Section 8 & Public Housing on new policies and & procedures.
2. Maintenance- developed & implemented new Maintenance Plan- which we also received training on conducting UPCS inspections. Ensuring all buildings/site systems are inspected on time. We have a Vacancy Reduction Plan in place to reduce the number of vacant units in all sites.
3. First time having an Advisory Board, that is active. Having Resident Council in all sites (8), to meet monthly and participate in resident training/conference held in Dallas, Texas & Kansas.
4. Our Board of Commissioners received training from Alit Asst.

I'm very proud to say we have a resident Board member on board for the very first time, who is rendering some great services to our residents, children & community, by being a mentor to the children, counseling some of the residents, working with security/community police, and working on the weekends at the HA's activity center with staff, etc.

Operational, we will continue to improve all functions here at a great place to be the Alexandria Housing Authority.

## List of AHA Resident Council and Board Members

<b>SITE</b>	<b>RESIDENT COUNCIL MEMBER</b>	<b>BOARD MEMBER</b>
<b>WOODDALE</b>	Chandrika Hall 2563 Loblolly Ln.	Edna Cottingham 2579-B Loblolly Ln.
<b>SYCAMORE</b>	Rhoda Wright 2233-B West Syc.	Alvin Hurts 2234-B West Syc.
<b>SUNSET</b>	Donald Hobbs 107 Sunset	Juanita Moore 223 Sunset
<b>CARVER VILLAGE</b>	Jeanette Perot 1623 Lafargue	Latisha Glenn 1632 Lafargue
<b>MIRACLE PLAZA</b>	Bessie Hargrove 4706-C Mircle	Olivet Davis 4706-D Miracle
<b>GREEN MEADOW</b>	Maria Moore 3619 G. M.	Judy Lacour 3618-B G.M.
<b>WONDERWOOD</b>	Jimmy Sanders 3224-B WW.	Rosemary Mock 3220-B WW.
<b>PHOENIX POINT</b>	Edith McDonald 4108-B Phoenix Pt.	Thomas Gibbs 4207-A Phoenix Pt.

# Maintenance Plan

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# INTRODUCTION

The Housing Authority of the City of Alexandria (AHA) manages 766 units at 8 project sites. It is located in a port city approximately 96 miles northwest of Baton Rouge, Louisiana on the Red River, a tributary of the Mississippi River.

The City of Alexandria is mid-size with a population of approximately 40,000. There are many shopping centers, restaurants, and hotels located throughout the city. Alexandria appears to be a bustling city with an economic base that consists of light commercial, industrial, service, and agriculture. In addition, a U.S. Air Force base, and the Alexandria Airport are located approximately 8 miles from the downtown area.

## Maintenance Performance Goals

The primary goal of the AHA is to provide its resident with housing that is in good repair. To achieve that goal it is essential that the AHA's maintenance operation be adequately planned, staffed and implemented, with results evaluated. Maintenance of all physical facilities is both a service provided to residents and an obligation specified in the dwelling lease. The specific maintenance performance goals of the AHA include:

1. Responding to emergency work orders within 24 hours of initiation.
2. Responding to resident-initiated work orders within 14 days of initiation.
3. Reducing the number of emergency and resident-initiated work orders by performing maintenance on a scheduled, rather than on a breakdown basis, e.g., annual inspection and preventive maintenance.
4. Taking proper corrective action before advanced deterioration necessitates major repairs (Preventive Maintenance).
5. Making ready vacant units for occupancy within 25 days.
6. Streamlining administrative details that interfere with direct supervision of the maintenance work force.
7. Providing realistic basis for comparing maintenance job cost estimates with actual costs.
8. Providing performance measurement data indicative of trouble maintenance areas requiring corrective management action.

To accomplish these goals, the AHA shall:

1. Develop benchmarks and improvement strategies to attain maintenance goals.
2. Develop and maintain systematic communications with other departments for vacancy and budget control.
3. Provide training for the maintenance staff.
4. Develop performance standards and assess staff's performance at least annually.
5. Plan and estimate work orders to a level of detail that clearly communicates to the staff the

scope to be performed.

6. Use a work standard to provide accurate, consistent benchmarks to assist in developing realistic work schedules and to evaluate performance.
7. Inspect all buildings and grounds to identify maintenance and repair deficiencies, establish conditions, and to permit the critical work items to be corrected within the appropriate time.
8. Utilize inspection information to develop short and long range maintenance plans.
9. Schedule work to the maintenance staff or authorizing work to contractors, to accomplish assigned tasking in an orderly manner within time constraints.
10. Provide quality assurance whether work is accomplished in-house or by contract.
11. Utilize information generated in the system to evaluate facility condition and to communicate it to all levels in maintenance division.
12. Appraise management information to determine problem areas and taking prompt management actions to correct the problem.

# Public Housing Assessment System (PHAS)

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## Overview of PHAS

On January 11, 2000, HUD published the final rule that established a new system for the assessment of America's public housing. The new system, the Public Housing Assessment System (PHAS), is designed to evaluate the housing authority on the following four indicators:

### Indicator 1: Physical Condition

**Objective:** To determine whether a PHA's housing stock is meeting the standard of decent, safe, sanitary, and in good repair.

**Standard:** Uniform Physical Condition Standard (UPCS)

### Indicator 2: Financial Condition

**Objective:** To evaluate whether PHA has sufficient financial resources and is capable of managing those resources effectively.

**Standard:** Uniform Financial Reporting Standards Financial Condition

#### Sub Indicators

- Number of Months
- Expendable Fund Balance
- Tenant Receivables Outstanding
- Occupancy Loss
- Expense Management
- Net Income or Loss

### Indicator 3: Management Operations

**Objective:** To measure certain key management operations and responsibilities of a PHA to assess the PHA's capabilities in this area.

#### Sub Indicators

- Vacant Unit Turnaround Time
- Capital Fund (formerly Modernization)
- Work Orders
- Annual Inspection of Unit/Systems
- Security
- Economic Self-Sufficiency

### Indicator 4: Resident Services and Satisfaction

**Objective:** To measure the level of resident satisfaction with services and living conditions at the PHA.

## Indicator and Actions Required

The Maintenance Department is responsible for achieving high performance (90 points or higher) for the following indicators:

Indicator	Sub Indicator	Action Required
<b>1: Physical Condition</b>		This is the result of REAC annual inspection under the Uniform Physical Condition Standard (UPCS). PHA must correct Exigent (Life- Threatening) Health and Safety Violations within 24 hours. All other deficiencies must be corrected with 25 days.
<b>2: Financial Condition</b>	Expense Management	To assist the Finance Department in managing expenses, the Maintenance Department shall prepare a maintenance budget with the assistance of the Finance Department. The Maintenance Department shall not exceed it budget limits. On a monthly basis the Maintenance Department shall review the actual verse planned expense report prepared by the Finance Department and adjust spending accordingly. The Maintenance Department shall also implement a process of planned procurement to obtain the best price for equipment, materials and parts,
	Occupancy Loss	This responsibility is shared between Housing Services and the Maintenance Department. Vacant units must be made ready and re-occupied within 25 days of vacancy to avoid loss of rental income.
<b>3: Management Operations</b>	Vacant Unit Turnaround Time	Vacant units must be made ready and re-occupied within 25 days of vacancy.
		<p>The Maintenance Department must track the following information to document its claim for Vacant Unit Turnaround Time on a continuous basis:</p> <ul style="list-style-type: none"> <li>• Total number of turnaround days</li> <li>• Total number of vacancy days exempted for Capital Fund</li> <li>• Total number of vacancy days exempted for other reasons</li> <li>• Total number of vacant units turned aorund and lease in effect in the PHA's immediate past fiscal year</li> <li>• Average number of calendar days units were in down time</li> <li>• Average number of calendar days units were in make ready time</li> <li>• Average number of calendar days units were in lease up time</li> <li>• Average unit turnaround days</li> </ul>
	<b>Work Orders</b>	<p>The Maintenance Department shall complete the work required by work orders with the following times:</p> <p>Emergency Work Orders: 24 hours            Non-emergency Work Orders: 25 days</p> <p>The Maintenance Department must track the following information to document its claim for Work</p>

		<p>Orders on a continuous basis:</p> <p><b>Emergency:</b></p> <ul style="list-style-type: none"> <li>• Total number of emergency work orders</li> <li>• Total number of emergency work orders completed/abated within 24 hours</li> <li>• Percentage of emergency work orders completed/abated within 24 hours</li> </ul> <p><b>Non-Emergency:</b></p> <ul style="list-style-type: none"> <li>• Total number of non-emergency work orders</li> <li>• Total number of calendar days it took to complete non-emergency work orders</li> <li>• Average number of days PHA has reduced the time it takes to complete non-emergency work orders over the past three years</li> <li>• Average completion days</li> </ul>
	<p><b>Annual Inspection of Unit/ Systems</b></p>	<p>The Maintenance Department shall annually inspect 100% of all inspectable areas: site, building exterior, building systems, common areas, units, health and safety for each property owned by the AHA.</p> <p>The Maintenance Department must track the following information to document its claim for Annual Inspection of Unit/Systems on a continuous basis:</p> <p><b>For Dwelling Units</b></p> <ul style="list-style-type: none"> <li>• Total number of ACC units</li> <li>• The sum of units exempted where the PHA made two documented attempts to inspect and is enforcing the lease</li> <li>• Vacant units exempted for Capital Fund</li> <li>• Vacant units exempted for other reasons</li> <li>• Total number of units inspected using the Uniform Physical Inspection Standards (UPCS)</li> <li>• Total number of units inspected that did not need repairs</li> <li>• The number of units where necessary repairs were completed to comply with UPCS either during the inspection, issued work orders for the repairs, or referred the deficiency to the current year or next year's Capital Fund program</li> <li>• Adjusted units available</li> <li>• Percent of units inspected by PHA</li> <li>• Average number of days PHA has reduced the time it takes to complete non-emergency work orders over the past three years</li> <li>• Average completion days</li> </ul> <p><b>For Systems including Common Areas and Non-dwelling Space</b></p> <ul style="list-style-type: none"> <li>• Total number of contiguous sites (adjoining with no natural boundaries)</li> <li>• Total number of contiguous sites (adjoining with no natural boundaries) exempted from the inspection of systems</li> </ul>

		<ul style="list-style-type: none"> <li>• Total number of contiguous sites (adjoining with no natural boundaries) where all systems were inspected in accordance with UPCS</li> <li>Total number of buildings • Total number of buildings exempted from the inspections of systems</li> <li>• Total number of buildings where all systems were inspected in accordance with UPCS</li> <li>• The number of buildings and sites where necessary repairs were completed to comply with the UPCS either during the inspection, issued work orders for the repairs, or referred the deficiency to the current year or next year's Capital Fund program</li> <li>• Percentage of contiguous sites (adjoining with no natural boundaries) inspected</li> <li>• Percentage of building inspected</li> </ul>
<p><b>4:</b> <b>Resident Services and Satisfaction</b></p>		<p>The Maintenance Department shall provide responsive and quality maintenance by implementing a Quality Assurance Program.</p>

**PHAS Tracking Tools and Additional PHAS information are included as Appendix 1.**

# Maintenance Administration, Work Request (Order) System & Maintenance Work Priorities

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## Administration of the Maintenance Function

The administration of the maintenance function shall ensure that a high level of performance is achieved through effective implementation and control of maintenance activities by establishing written performance standards, periodically observing and assessing the performance of maintenance personnel and systems, and holding personnel accountable for their performance. To that end, the Director of Maintenance shall:

- Conduct of maintenance activities and document to provide for systematic, coordinated, and accurate implementation consistent with maintenance policies, goals, and objectives;
- Request and justify sufficient staff, equipment, and funding and make available so that the maintenance division can effectively perform its function and adequately train maintenance personnel;
- Oversee the administrative work control functions that are documented in policies, procedures, and checklists;
- Maintain maintenance documentation which establishes the responsibility for maintenance, accountability for work, authority, lines of communication, documentation requirements, required references, and means of review, approval, and updating;
- Maintain maintenance documentation which defines the maintenance program and performance standards for maintenance activities;
- Oversee the maintenance program and maintenance performance standards which communicate to the working level by training workers in good work practices and by supervisors who observe and guide work activities;

The maintenance program need not require extensive documentation, but it shall be understood and effectively implemented by all involved personnel in a consistent manner;

Administrative controls shall be employed in the conduct of maintenance activities

Examples of such activities include scheduling of preventive maintenance, use of special tools and equipment, and use of measuring and test equipment

Additionally, the Director of Maintenance shall adhere to the following basic rules:

- Oral and written communications shall be used within the maintenance division and between the maintenance division and such other divisions;
- The communication necessary to develop working relationships and keep personnel at all levels cognizant of the information needed in order to perform their function shall be defined in the maintenance program documents;
- Technical issues associated with maintenance shall be identified and resolved;
- Recognition shall be given to maintenance personnel for superior performance;
- Maintenance personnel involved in significant or frequent violations of requirements shall be encouraged to improve through counseling, by remedial training, or by disciplinary measures, as appropriate;

Performance appraisals and routine personnel feedback shall be utilized to enhance individual employee performance;

Personnel shall be encouraged to develop methods to improve safety, reliability, quality, and productivity through such activities as employee participation programs;

Commitments shall be routinely met Open commitment status is tracked and updated;

Performance indicators shall be reviewed and used to improve maintenance performance; and

Long-range planning of major maintenance activities shall establish a scope for funding and staff resources to meet the needs of the maintenance program

The AHA's maintenance administration process shall also include:

#### Daily Scheduling and Job Control

This covers such areas as how work is allocated to the workforce, and how expectations are generated regarding a "reasonable" time for job completion. It also includes how daily priorities are set, and decisions made regarding the deferral or cancellation of planned work in order to incorporate daily breakdowns. The Director of Maintenance shall schedule work on a daily basis.

#### Effective Weekly Scheduling Control and Management

This incorporates the development of a Weekly Schedule, but more importantly, also includes control loops that ensure that the Weekly Schedule is realistic and achievable, and also works towards a steady increase in the amount of scheduled work, relative to unscheduled work. An effective Weekly Scheduling system permits the allocation of jobs to specific days, so that parts can be delivered to the job site "just in time", and so that equipment can be shutdown and cleaned prior to the tradesman arriving to perform the maintenance task. It also compares the labor requirements of the schedule with the labor available from the work crew for each day of the schedule, and allows effective decision-making regarding the need for supplementary labor or the need to reschedule work before the schedule is finalized. Finally, it also permits the collection of data on a timely basis to permit effective comparison of "actual" with "schedule" in terms of job timing and duration. The Director of Maintenance shall develop spreadsheets or other tools that permit this analysis.

#### Maintenance Budgeting and Cost Control

Each fiscal year, the Director of Maintenance shall prepare a maintenance budget for each development based on a bottom-up assessment of the maintenance activities which occurred the previous year. Each month, the Director of Maintenance shall prepare a report of actual costs against budgeted amounts. Because decisions made on a daily basis by maintenance staff can greatly influence maintenance costs, budgeting and cost control procedure should clearly be shared with all maintenance staff and staff shall be held responsible for assisting with the preparation of maintenance budgets, and controlling costs to within those budgets.

# Interaction With Other Departments

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## Interaction of the Maintenance Department with other AHA Departments

The interaction of the Maintenance Department with other AHA departments is critical to the success of the AHA. For the purpose of this plan, interaction requirements, although not inclusive shall include the following:

- Housing Services: Admissions and Occupancy, Property Management and Resident Services
- Modernization
- Finance: Accounting, Procurement and Inventory

### Housing Services: Admissions and Occupancy, Property Management and Resident Services

There are two primary areas of interaction between the Maintenance Department and the Department of Housing Services. These are:

1. Vacant Units
2. Resident Satisfaction

Both areas require a great deal of communication:

For *Vacant Units*:

Step	Task
1	Resident submits a Notice to Vacate to Housing Services. This Notice must be in writing.
2	Housing Services will log in the date and time of the Notice to Vacate on the PHAS Vacancy Log.
3	Housing Services immediately transmits a copy of the Notice to Vacate to Maintenance.
4	The Word Processor Operator will log in the date the Notice to Vacate was received from Housing Services on the PHAS Vacancy Log.
5	Maintenance schedules a move-out inspection as close to the resident's move-out date as possible.
6	From the move-out inspections, the Word Processor Operator will generate a Unit Turnround Work Order.
7	The Director of Maintenance will plan, schedule and assign the work
8	Based on the Unit Turnround Work Order, the Director of Maintenance shall be responsible for determining what maintenance costs will be charged back to the resident.
9	The Stock Clerk will put together equipment, materials, parts and special tools that are needed for the completion of each work orders.
10	The Word Processor Operator will enter all information into the Tenmast system
11	The Word Processor Operator will also enter necessary information into the PHAS Vacancy Log.

12	The Director of Housing Services shall review the PHAS Vacancy Log on a daily basis to determine when the vacant unit will be ready for occupancy.
13	When maintenance work is complete, the Director of Housing Services and the Director of Maintenance will inspect the apartment. If the unit does not meet quality standards, Housing Services shall not accept the unit for occupancy and shall immediately send a notice to Maintenance of the rejection and the reasons in writing with a copy to the Executive Director. Likewise, if the unit meets quality standards, Housing Services shall immediately accept the unit for occupancy in writing.
14	If unit is not accepted for occupancy, the Director of Maintenance shall discuss the rejection with Housing Services and determine the reasons for rejection and cause the maintenance staff to correction rejected items.
15	When the unit is finally accepted, the Director of Housing Services shall enter the date of acceptance and occupancy on the PHAS Vacancy Log
16	The charges for make-ready beyond normal wear and tear shall be charged to the former resident. The Director of Housing Management shall be responsible for billing and collecting tenant charges.
17	The Word Processor Operator will log completion information into Tenmast and on the PHAS Vacancy Log.

For **Resident Satisfaction**, it is important that the residents receive timely and quality responses to each work request. Both the Director of Maintenance and the Director of Housing Services shall monthly review all work orders to make sure they are completed in a timely manner. The Director of Housing Services shall randomly select 10% of each month's work orders and visit the resident's unit to determine the resident's satisfaction with the work. If the resident indicates dissatisfaction, it shall be the responsibility of the Director of Housing Services to document the exact reason for the dissatisfaction and notify both the Director of Maintenance and the Executive Director in writing of the dissatisfaction. The Director of Maintenance shall be responsible for investigating and correcting the source of dissatisfaction.

## Modernization

The Maintenance Department is involved with the modernization function in 3 ways:

2. The Maintenance Department is responsible for performing Annual Inspections. The Annual Inspection may discover work that is beyond the scope of maintenance. In this case, work may be deferred to modernization. When this occurs, the work must be completed within the current year's modernization budget. This is accomplished by the Modernization Coordinator immediately revising the budget and completing the work
3. The Director of Maintenance shall have direct input into the programming of improvements to be completed by modernization. This input is meant to identify equipment and materials that are best maintained by the Maintenance Department. To this end, the Director of Maintenance is required to sign-off on all work proposed by modernization.
4. The Director of Maintenance shall participate in the acceptance of modernization work and shall document that acceptance in writing

## Finance: Accounting, Procurement and Inventory

The Maintenance Department is involved with the finance function in 3 ways:

1. The Director of Maintenance shall prepare an annual maintenance budget for inclusion in the AHA's agency budget. This will be accomplished with the assistance and agreement of the Director of Finance. The Director of Finance shall assist the Director of Maintenance to prepare monthly budget reports for submission to the Executive Director.
2. The Director of Maintenance shall prepare an annual procurement plan which will allow the Finance Department to procure maintenance equipment, tools, supplies and materials in a timely manner for a better price.
3. The Director of Maintenance shall report to the Director of Finance all asset information as may be required for the Finance Department to maintain inventory control and GAAP data.
4. The Director of Finance shall report to the Executive Director.

# Maintenance Employee Performance, Staff Training & Qualification

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## Responsibility of the Director of Maintenance

To enhance the quality of maintenance, the Director of Maintenance shall be sufficiently involved with operations and maintenance to be technically informed and personally familiar with conditions at the work being performed.

Specifically, the Director of Maintenance shall:

1. Be involved and know what is going on by frequently touring the sites. Effective corrective actions shall be taken for noted problems.
2. Check maintenance performance by observing people at work and also by inspecting, monitoring, and checking equipment and by timely followup of corrective actions.
3. Oversee maintenance management and supervisory assessments and improvement efforts shall be performance oriented. The Director of Maintenance and supervisors shall be responsible for determining and implementing corrective actions.
4. Conduct management assessments to determine the reasons for success or failure in achieving objectives. Results shall be documented and incorporated into future objectives.
5. Establish the percentage of time that first line supervisors shall be expected to spend supervising field work.
6. Establish a feedback system to identify problem areas and create participation in improvements.

## Maintenance Employee Performance

The AHA Maintenance Employee Performance program is the same program that applies to all AHA employees. This program is based on the concepts inherent in the most aggressive employee management and improvement programs being recommended in today's work environments. It is a means and methodology of improving the overall organizational performance by managing people and improving their performance.

The program goals are:

- To provide the housing authority with a systematic and objective appraisal of performance of all employees.
- To allow the individual supervisor/manager the opportunity to express his/her own concept of the performance and to recognize personal strengths and weaknesses.
- To allow the individual employee the opportunity to participate in the planning of his/her personal job goals and ultimately, the goals of the housing authority.

Specifically, the intent of the program is to:

10. Implement the Authority's improvement goals at the level of the individual,
11. Let the employee know what is expected of him/her and how well he/she is performing the job,
12. Help the employee improve job performance by identifying strengths and weaknesses,
13. Help develop employee's promotional opportunities,
14. Provide management with the kind of valid and objective data necessary to make and defend a variety of personnel decisions - e.g. salary increases, promotion and employment retention.

**The Process of Improvement:** The Employee Performance Program is a personnel management program wherein each employee in the organization meets with his/her supervisor at least once a year in order to reach agreement on the content of the employee's job as well as the measures and standards that will be used to appraise the employee's job performance during the approaching performance period.

The program requires that the supervisor and the employee meet again at the end of the performance period in order to appraise the employee's performance on the basis of the measures and standards agreed upon previously.

The appraisal interview will include:

15. An analysis and review of the employee's responsibilities as indicated in the employee's position description.
16. An analysis and review of the extent to which the employee has adhered to the policies, practices, and regulations of the Housing Authority.
17. A discussion of the employee's knowledge, skills, and abilities, and
18. A discussion of the employee's future growth and development.

**The Ongoing Process:** During the period between performance planning, implementation and appraisal meetings, it is important that plans are kept up-to-date. As new projects are added and as responsibilities and job duties change, the plans should also change. This is necessary in order to ensure that each employee knows exactly what is expected of him or her and also to insure that each employee's performance can be appraised on a fair and objective basis at the end of the performance period.

Between the planning and annual appraisal meetings, it is also important that employees receive regular feedback on their performance. This can be achieved by the scheduling of interim review meetings with the supervisor and the employee on a quarterly basis. More frequent interim review meetings may be scheduled in a case where the employee's performance needs improvement.

## **Training and Qualification Programs**

Training and qualification programs shall develop and maintain the knowledge and skills required by maintenance personnel to effectively perform maintenance activities.

1. The responsibility for establishing, maintaining, and implementing the maintenance training programs shall be defined, understood, and coordinated between the maintenance and training organizations.
2. Maintenance training programs shall be defined and encompass managerial, supervisory, planner/scheduler, and craft personnel.
3. Initial training, consisting of classroom and on-the-job training, shall develop necessary job-related knowledge and skills and include areas such as the following:
  1. Basic technical and applied science subjects;
  2. Maintenance fundamentals and troubleshooting and repair techniques;
  3. Facility systems and components;

4. Special maintenance craft skills;
  5. Practical demonstration;
  6. Work-control procedures;
  7. Industrial safety, including hazards associated with work on specific equipment/systems and emergency response;
  8. Quality assurance;
  9. Maintenance procedures, workmanship standards, and job-specific work practices, including inspections procedures;
  10. In-house operating experience, including actual events; and
  11. Emergency response.
4. Continuing training shall maintain and improve job-related knowledge and skills in areas such as the following:
    5. Facility system and component changes;
    6. Procedure changes;
    7. Seldom-used knowledge and skills that affect safe and reliable facility operation; and
    8. Selected topics to correct identified weaknesses.
  5. Maintenance division support and guidance for maintenance training programs normally shall include all or portions of the following tasks:
    1. Defining the jobs, tasks, skill levels, and responsibilities and identifying individuals to fill these positions;
    2. Defining training programs for each position;
    3. Determining the content and emphasis of the training needed;
    4. Determining and supporting training schedules;
    5. Determining the training needs of and tailoring the training program for each individual based on previous education, training, experience, and skill level;
    6. Providing instructors and trainers;
    7. Establishing qualification criteria, with emphasis on successful performance in the field;
    8. Coordinating the conduct of and instruction during on-the-job training; and
    9. Providing feedback to the training organizations to enhance and, where necessary, adjust course teaching methods, content, and emphasis.
  6. Training implementation shall be coordinated between the maintenance and the human resource division to prepare training schedules, determine who shall attend, and ensure qualified instructors shall be available to teach the courses.
  7. A formal part of the maintenance training program is on-the-job training (OJT), in which facility personnel achieve learning objectives through practical hands-on training conducted within the job environment.
  8. OJT is conducted in accordance with formally defined training programs that specifically identify items the trainee must accomplish.
  9. OJT is conducted by personnel who shall have successfully qualified as OJT Trainers.

10. When trainees perform maintenance on installed equipment, a qualified OJT instructor observes the work so that the trainee properly accomplishes the activity and understands
11. The number of trainees to simultaneously participate in any OJT is limited in order to ensure that each trainee receives effective and adequate instruction and that the response to the maintenance schedule is not adversely impacted.
12. Trainees independently perform maintenance only on facility equipment for which they shall be qualified.
13. Qualification standards and evaluation methods shall be adequate to verify trainee competence.
14. The maintenance manager shall be directly involved in and responsible for approving and periodically reviewing the maintenance training program.
15. Training programs shall be systematically evaluated and improved to ensure that trainees develop the required skills and knowledge. Feedback from job performance is used to help evaluate and refine maintenance skills.
16. Management and supervisory training include generic areas such as managerial and supervisory skills, accountability, assessment and observation of routine activities, communication skills, teamwork, and the agency's management philosophies.
17. Position-specific training is provided to first-line supervisors.

# Property Profiles

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## Property Profiles

The Director of Maintenance shall be responsible for maintaining the following property profile for each development:

Development Number: \_\_\_\_\_

Development Name: \_\_\_\_\_

Property Type: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_

Size (sq ft): \_\_\_\_\_

Land Area (Acres): \_\_\_\_\_

Year Constructed: \_\_\_\_\_

Acquisition Date: \_\_\_\_\_

Bedroom Sizes:	Number of Units by Bedroom Size	Number of ADA/504 Units by Bedroom Size
1		
2		
3		
4		
5		
6		

Improvement	Repair/Replacement Date	Description
<i>Electrical Systems</i>		
<i>Electric Space Heaters</i>		
<i>Electric Wall Heaters</i>		
<i>Ranges</i>		
<i>Refrigerators</i>		
<i>Exhaust Fans</i>		
<i>Bathroom Exhaust Fans</i>		
<i>Exterior Building Surfaces</i>		
<i>Roof</i>		
<i>Doors and Door Hardware</i>		
<i>Windows and Window Hardware</i>		
<i>Interior Building Surfaces</i>		
<i>Domestic Hot Water Heaters (NG &amp; Electric)</i>		
<i>Space Heater (NG)</i>		
<i>Plumbing Systems</i>		
<i>Fan Coil and Small Air Handling Units</i>		
<i>Split DX Air Conditioning Units and Air to Air Heat Pumps</i>		
<i>Window &amp; Through-the-Wall Air Conditioning Units</i>		
<i>Fire Alarm</i>		

<i>Smoke Detector</i>	
<i>Emergency Call System</i>	
<i>Elevator</i>	
<i>Gas Boilers - Hot Water/Steam</i>	
<i>Other</i>	

## Equipment Repair History and Vendor Information

An equipment repair history and vendor information program shall be established and maintained to provide historical information for maintenance planning and to support the maintenance and performance trending analysis of systems and components.

Equipment repair history is used to support maintenance activities, upgrade maintenance programs, optimize equipment performance, and improve equipment reliability.

1. The maintenance history program shall define what data shall be to be collected, how the data shall be to be recorded, and how the data shall be to be used.
2. A cost-effective equipment history program shall be in place for systems, equipment and components that warrant special attention based on initial cost, cost to maintain, or impact on operations or safety.
3. Maintenance records shall be correlated with the current issue of the facility master equipment list.
4. The facility master equipment list shall be a compilation of system and equipment and provide a data base.
5. Maintenance history records shall be considered in planning for corrective maintenance, modernization, and preventive maintenance, and development of facility life-cycle plans.
6. Maintenance history records shall be readily available for use by other the agency staff.
7. Maintenance history is periodically and systematically reviewed to identify equipment trends and persistent maintenance problems and to assess their impact on reliability and cost.
8. Equipment maintenance and repair history files contain items such as the following:
  - equipment and component identification,
  - maintenance records,
  - diagnostic monitoring data,
  - vendor information (or a reference to this information),
  - corrective and preventive maintenance or modification information, and
  - replacement parts information.
9. The maintenance record is a chronological list of all maintenance repair work and materials expended on a piece of equipment or component.
10. Equipment repair history data is used for such activities as failure analysis, conduct of maintenance assessments, preventive maintenance, predictive maintenance, budget preparation, reviews of the agency-wide experience, and equipment life extension.
11. Vendor information obtained from suppliers is controlled and indexed for ready retrieval.



# Property Inspections

## Contents

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    Inspection 1 - Annual Uniform Physical Inspections .....2  
    Inspection 2 - Planned/Preventive Maintenance Inspections .....3  
    Inspection 3 - Physical Needs Survey for Modernization .....4

## Condition of Buildings, Equipment and Site

Buildings, equipment, and site deficiencies shall be identified through periodic inspections. A minimum of 3 inspections shall occur each year. The inspections are:

1. Annual Uniform Physical Inspections
2. Preventive Maintenance Inspection(s)
3. Physical Needs Assessment for the Capital Fund

To establish and conduct periodic inspections of buildings, equipment and sites, ensuring that properties are maintained in good repair, the Director of Maintenance shall be responsible for the following:

1. To clearly reveal property condition, maintenance staff shall be conduct at least 3 inspections each year to identify deficiencies.
2. Building, equipment and site conditions shall be established and communicated to all maintenance personnel.
3. The results of each inspection shall be transmitted to Executive Director by the Director of Maintenance.
4. The identified deficiencies shall be either:
  - Corrected in a timely manner as an emergency or routine maintenance work order;
  - Deferred to the capital fund to be included in modernization work; or
  - Scheduled for preventive maintenance as part of the PM plan.
5. All personnel shall be assigned corrective action and deficiencies shall be tracked to completion.
6. Reported deficiencies shall be monitored to identify recurring, generic, and long-term problems.

## Inspection 1 - Annual Uniform Physical Inspections

To meet the requirements of 24 CFR Parts 5, et al. Uniform Physical Condition Standards and Physical Inspection Requirements for Certain HUD Housing; Final Rule, the agency shall develop and implement an annual physical inspection system.

1. The CCHA shall replace its current Housing Quality Standards (HQS) inspection system with the new physical condition standards in 24 CFR subpart G of part 5. This rule retains the lead-based paint requirements that were part of the HQS inspection process.
2. The Maintenance Department shall inspect each property, site and unit at least annually by applying 24 CFR Section 5.703 which contains the physical condition standards for HUD housing that is decent, safe, sanitary and in good repair. These are the standards to which HUD housing must be maintained.
3. Each year's annual physical inspection shall be completed no later than September 30<sup>th</sup> of each year.
4. Any deficiency determined to be of an emergency nature must be corrected immediately following the emergency work request definition and procedure.
5. Deficiencies identified by the inspections shall be treated as maintenance work orders except for those items that are determined by the program manager for the capital fund to be nonroutine maintenance and eligible for modernization fund. In the case of a deficiency deferred to modernization, the program manager shall correct the deficiency as soon as budget money may

be made available.

6. A summary and detailed record of annual inspections shall be maintained using the Inspection form provided in Appendix 2. The record shall indicate by property and unit, the following:
  - Property address and description
  - Unit address and description
  - Date of Inspection
  - Inspector's name
  - List of deficiencies by inspection area
  - Disposition of each deficiency: Maintenance work order - routine or emergency or deferred to modernization
  - Name of staff person assigned corrective action
  - Record of deficiencies tracking to completion
7. The above report shall be submitted to the Executive Director and the Modernization Coordinator by the 5<sup>th</sup> of each month.

## **Inspection 2 - Planned/Preventive Maintenance Inspections**

Planned maintenance is preventive maintenance (PM). PM-related work must be completed at the required due dates or it ceases to be preventive. All real property and installed equipment shall be inspected at predetermined frequencies to ensure that these facilities shall be maintained in a good condition to prevent deterioration, possible damage to adjacent materials or systems, and failure of components.

1. The primary maintenance objective of a preventive maintenance program is the early detection of potential problems in order to prevent deterioration, possible damage to adjacent materials or systems, and failure of components.
2. Preventive maintenance inspections shall be performed in accordance with the Preventive Maintenance (PM) Plan. See sample contained in Appendix 3. This Plan shall be updated as new property and/or equipment is installed.
3. The PM Plan shall include the following:
  1. A comprehensive database of all of equipment is the cornerstone for PM maintenance system. The maintenance staff shall catalogue all equipment. Cataloguing shall include:
    - Equipment description
    - Date of purchase
    - Vendor purchased from
    - Location of equipment
    - Manufacturer's literature, including preventive maintenance requirements
    - Warranty/guaranty information
    - Necessary performance and design characteristics
    - History of maintenance
  2. A catalogue of major systems maintained by site and by dwelling unit. Cataloguing shall

include the following information for each major system:

- Date of installation
  - Vendor purchased from
  - Manufacturer's literature, including preventive maintenance requirements
  - Warranty/guaranty information
  - Necessary performance and design characteristics
  - History of maintenance
3. Identification of each item to be inspected annually (or more frequently if manufacturer recommends)
  4. An inspection form customized to each type of equipment/major system based on the manufacturer's recommendations
  5. Schedule indicating each item and the exact date on which the preventive maintenance inspection should take place and the amount of time allowed for each inspection.
  6. After the identification of symptoms of problems or deficiencies, a diagnostic analysis is performed to determine whether there is, in fact, a problem, the nature and extent of the problem, and options for corrective action.
  7. The preventive maintenance plan will be reviewed annually and revised as required as a result of streamlining of operations, additions to inventory, or if results of the preventive maintenance program are unacceptable.

### **Inspection 3 - Physical Needs Survey for Modernization**

The requirements for this inspection (survey) are contained in the Modernization Procedures.

## Turnaround of Vacant Units

To turn around vacant units, the AHA staff shall follow this step-by-step procedure:

Step	Task
1	Resident submits a Notice to Vacate to Housing Services. This Notice must be in writing.
2	Housing Services will log in the date of the Notice to Vacate and date of actual move out on the PHAS Vacancy Log.
3	Housing Services immediately transmits a copy of the Notice to Vacate to Maintenance.
4	The Word Processor Operator will log in the date the Notice to Vacate was received from Housing Services on the PHAS Vacancy Log.
5	Maintenance schedules a move-out inspection as close to the resident's move-out date as possible.
6	From the move-out inspections, the Word Processor Operator will generate a Unit Turnround Work Order.
7	The Director of Maintenance will plan, schedule and assign the work
8	Based on the Unit Turnround Work Order, the Director of Maintenance shall be responsible for determining what maintenance costs will be charged back to the resident.
9	The Stock Clerk will put together equipment, materials, parts and special tools that are needed for the completion of each work orders.
10	The Word Processor Operator will enter all information into the Tenmast system
11	The Word Processor Operator will also enter necessary information into the PHAS Vacancy Log.
12	The Director of Housing Services shall review the PHAS Vacancy Log on a daily basis to determine when the vacant unit will be ready for occupancy.
13	When maintenance work is complete, the Director of Housing Services and the Director of Maintenance will inspect the apartment. If the unit does not meet quality standards, Housing Services shall not accept the unit for occupancy and shall immediately send notice to Maintenance of the rejection and the reasons in writing with a copy to the Executive Director. Likewise, if the unit meets quality standards, Housing Services shall immediately accept the unit for occupancy in writing.
14	If unit is not accepted for occupancy, the Director of Maintenance shall discuss the rejection with Housing Services and determine the reasons for rejection and cause the maintenance staff to correct rejected items.
15	When unit is finally accepted, the Director of Housing Services shall enter the date of acceptance and occupancy on the PHAS Vacancy Log

<b>16</b>	The charges for make-ready beyond normal wear and tear shall be charged to the former resident. The Director of Housing Management shall be responsible for billing and collecting tenant charges.
<b>17</b>	The Word Processor Operator will log completion information into Tenmast and on the PHAS Vacancy Log.

The AHA shall use the form titled **Unit Make Ready Inspection and Work Order** to conduct the move out inspection. This form is included as Appendix 4.\_\_\_\_\_.

### **Quality of Vacancy Turnaround Work**

To ensure that each vacant unit is made ready in a quality manner, the AHA maintenance staff shall apply the quality standards included in this plan as Appendix 5 and titled **Task Instruction and Quality Standards**.

### **Assuring Quality**

The above Task Instruction and Quality Standards provide an environment for quality maintenance performance. To ensure that an appropriate level of performance expectation is provided to craftsmen, the Director of Maintenance shall establish a method of quality review for those maintenance activities covered by these standards. Where maintenance activities are not covered by such standards and could impact quality, applicable maintenance procedures or standards shall be created.

As indicated by the instruction on the form titled **Task Instruction and Quality Standards**, each individual maintenance employee is assessed for his/her ability to meet the quality standards. The Director of Maintenance shall complete this form for **every** vacant unit turnaround.

If an employee fails to meet the quality standards established, the Director of Maintenance shall take the appropriate action as necessary.

# Maintenance Facilities, Equipment, Tools Procurement Planning/Requisitioning & Materials Control

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Materials Control .....8

## Maintenance Facilities, Equipment, and Materials Control System

Maintenance facilities, tools, and equipment shall be periodically evaluated for adequacy; measuring and test equipment shall be controlled and calibrated; and maintenance tools and equipment shall be controlled in order to be readily available for use. **Employees of the agency are not allowed to use the agency equipment or materials for personal use.**

All phases of requisitioning,, receiving, inspecting, handling, storing, retrieving, and issuing of equipment, parts, and materials shall be controlled.

The elements of a Maintenance Facilities, Equipment, and Materials Control System are:

- \$ Maintenance Facilities, Equipment, and Tools
- \$ Procurement Planning/Requisitioning
- \$ Materials Control

## Maintenance Facilities, Equipment, and Tools

Maintenance facilities, equipment, and tools shall be periodically reviewed for adequacy in supporting facility maintenance and maintenance training. To that end, the Director of Maintenance shall be responsible for the following tasks:

1. Maintenance facilities, including storage facilities and staging areas, shall be sized and arranged to promote the safe and effective completion of work.
2. Maintenance shops, satellite work areas, staging areas, storage facilities, temporary facilities, shower and toilet facilities, lunch areas, conference areas, and offices shall be evaluated for adequacy.
3. Work area lighting and other environmental conditions shall promote safe and effective working conditions.
4. Work areas shall be uncluttered and in an orderly condition.
5. Equipment shall be accessible for maintenance activities. Hoists, ladders, and work platforms shall be provided, as needed.
6. Storage facilities for parts and materials being gathered for or issued for a job shall be adequate and provide environmental controls to protect the parts and materials.
7. Tool and equipment storage areas shall be located near shops and normal work areas to improve maintenance efficiency.
8. Adequate office equipment is provided for efficient and effective work.
9. Communication equipment is reliable and provides necessary coverage.
10. Equipment and associated components shall be properly labeled with sufficient information so that they can be easily identified by personnel.
11. A plan for identifying and using maintenance staging areas is developed and kept current.
12. Communications systems shall be available and arranged such that maintenance activities can be conducted without interfering with operations and controls. Areas that shall be considered in particular shall be testing and troubleshooting of electrical and electronic

equipment.

## Procurement Planning/Requisitioning

Annual Procurement Plan (APP)	Individual Procurement Plan (IPP)
<ul style="list-style-type: none"> <li>P possibility better prices through quantity discounts</li> <li>P delivery on an as at a time of need basis</li> <li>P assurance of goods or services availability</li> <li>P more accurate budgeting</li> <li>P timely obligation of funds</li> <li>P administrative savings</li> <li>P stricter compliance with local, State and Federal regulations</li> <li>P Reduces the frustration of not having materials and equipment when needed</li> <li>P Possibility of savings by coordinating materials/equipment and labors availability</li> <li>P Overall improvement of performance</li> </ul>	<ul style="list-style-type: none"> <li>P Allows the responsible initiating program department/division to facilitate the procurement of the goods or services necessary for program performance</li> <li>P Promotes compliance with strict implementation time limits</li> <li>P Promotes effective and efficient coordination of several different contracts to perform the work. ie. architect, hazardous materials contractor, construction</li> <li>P Promotes effective and efficient coordination within the housing authority . (ie. between relocation, modernization/development, occupancy.)</li> <li>P Allows the development of a complex scope of work and/or request for an innovative approach and/or implementation to be developed by the responsible program staff</li> <li>P Reduce staff frustration by putting those responsible in control</li> </ul> <p style="text-align: right;">Overall improvement in performance</p>

### Annual Procurement Plans (APP)

An APP shall be used to purchase in bulk where appropriate, scheduling purchases to coincide with projected use, etc. An APP shall be prepared and included in AHAs annual budget and shall identify specific needs for supplies, services, or construction and include recurring needs such as maintenance materials, office supplies, rodent and pest control, lawn and grounds maintenance, etc.

Preparing an APP requires the following research and decisions:

- \$ examining of historical use of goods and services as a basis for estimating the years requirements;
- \$ examining the inventory of maintenance supplies, equipment and appliances;
- \$ determining program requirements (modernization, drug elimination, etc.);
- \$ preparing independent cost estimates for the goods and services needed;
- \$ budgeting for what is needed;
- \$ determining the precise delivery/performance time for the goods and services; and
- \$ selecting the

The Procurement Division shall maintain a spreadsheet of recurring inventory requirements.

#### Individual Procurement Plans (IPP)

An IPP shall be prepared for each procurement. The IPP shall state specific actions to be taken and the persons responsible for these actions. The IPP shall establish deadlines or milestones for the completion of the steps necessary to assure timely performance of contracts. In preparing an IPP, the Procurement Division shall perform and document the following:

- \$ Identify the goods and services to be acquired under the IPP
- \$ Determine the description (specification) for each item
- \$ Determine the quantity requirements of each item
- \$ Determine conditions affecting the procurement such as technical requirements and/or regulation requirements (ie. Section 3, MBE/WBE participation, HUD-imposed time limits, standardized or brand name specification, etc.)
- \$ Determine delivery or performance period requirements
- \$ Develop a list of sources with capacity and ability to meet the requirements of the procurement
- \$ Determine selection criteria and procedures
- \$ Determine the contracting considerations and the type of contract to be used
- \$ Determine budget availability
- \$ Determine receiving and/or contract administration requirements
- \$ Determine what, if anything will be provided by the housing authority to the selected vendor/contractor
- \$ Determine additional local or Federal requirements that are associated with the procurement and contract administration
- \$ Identify all approval requirements for the procurement and during contract administration

For a sample procurement plan form, see Appendix 6.

#### Annual Planning and Using Requirements Contracting

1. **HUD Provisions.** Procurement Handbook for Public and Indian Housing Authorities (Directive Number: 7460.8 ) allows for the use of **Requirements Contracts**. The regulation states that a

requirements contract provides for the purchase of all actual needs of the HA from one contractor for specific supplies or services at fixed prices during a stated period of time. There is a realistic estimated total quantity, but no guaranteed minimum, and delivery orders are issued to obtain the needed items. Its use is appropriate when the precise quantity of a commercial-type item needed is unknown, but the HA has a recurring need for the supply or service. If this type of contract is used, all of the HA's requirements for the contracted item must be purchased from the contractor; however, this may be limited by the provisions of each State's Uniform Commercial Code, Section 2-306. If the HA purchases the same item from another source, it is considered a breach of contract, unless the purchase falls within one of the exempt categories (such as an emergency, if the requirements contractor cannot deliver when needed). The advantages of this contract are that it enables orders to be placed at fixed prices whenever the need arises, and there is flexibility in the quantity ordered and delivery scheduling. There is often a price savings by using this type of contract rather than conducting several separate procurements of the same item. The disadvantage is that the contractor may include a contingency factor in his bid prices if it is uncertain as to how much the HA will order under the contract. Funds are obligated by delivery orders.

2. **Policy.** Requirements Contracting shall be allowed under the HA's Procurement Policy. A requirements contract provides for filling all actual purchase requirements of the HA activities for supplies or services during a specified contract period, with deliveries or performance to be scheduled by placing orders with the contractor.
3. **Application.** A requirements contract may be appropriate for acquiring any supplies or services when the HA anticipates recurring requirements but cannot predetermine the precise quantities of supplies or services that designated HA activities will need during a definite period.
4. **Solicitation Requirements.** For the information of offerors and contractors, the contracting officer shall state a realistic estimated total quantity in the solicitation and resulting contract. This estimate is not a representation to an offeror or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. The contracting officer may obtain the estimate from records of previous requirements and consumption, or by other means, and should base the estimate on the most current information available.
5. **Contract Requirements.** The contract shall state, if feasible, the maximum limit of the contractor's obligation to deliver and the HA's obligation to order. The contract shall also specify maximum quantities that the HA will order under each individual order and a specified period of ordering time.

## Requirements Contract

*This Agreement Made This* \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_, A Corporation, Partnership or Sole Proprietorship existing under the laws of the State of \_\_\_\_\_ hereinafter called the "Contractor," and the \_\_\_\_\_, herein called the "HA."

**1. Contract Items.** The following contract items may be ordered under this Requirements Contract. All orders placed against this Contract are subject to the terms and conditions of the contract, except as noted below:

Model number/part number

Special Contract Discount/price

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. Scope of Agreement.** This Contract is entered into in order to support the (specify in detail the project and/or program that the Contract is to support. (ie. modernization of project \_\_\_\_\_, maintenance of project # \_\_\_\_\_ - for FY \_\_\_\_\_).

**3. Delivery.**

Destination

Delivery Schedule/dates

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. Volume of Purchases.** The HA estimates, but does not guarantee, that the volume of purchase through this agreement will be \_\_\_\_\_.

**5. Duration of Contract.** This Contract expires on (the contracting officer should insert a date equal to \_\_\_\_\_ months after the issuance date of the Contract) or at the end of the contract period, whichever is earlier.

**6. Placement of Orders.** The following office(s) is hereby authorized to place orders under this Contract:

Office

Point of Contact

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7. Issuance of Orders.** Orders will be placed against this Contract via FAX or paper.

**8. Delivery Tickets.** Unless otherwise agreed to, all deliveries under this Contract must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum;

- Name of contractor;
- Contract Number;
- Contract Number;
- Model number;
- Purchase order number;
- Date of Purchase;
- Quantity, unit price, and extension of each item (unit price and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information; and
- Date of shipment

**9. Invoices.** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this Contract.

**10. Terms and Conditions.** The terms and conditions included in this Contract apply to all purchases made pursuant to it. If there is an inconsistency between the provisions of this Contract and Contractor's invoice, the provisions of this Contract will take precedence.

**11. Termination or Suspension of Contract.**

1. The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the HA.
2. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the HA. Any such termination shall be effective by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated. The termination shall become effective 7 calendar days from the date of the delivery of the termination for convenience notice to the Contractor.

**12. Disputes.**

3. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
4. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer. A claim by the HA against the Contractor shall be subject to a written decision by the Contracting Officer.
5. The Contracting Officer shall, with reasonable promptness, but in no event in no more than 15 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the Contracting Officer's decision, shall notify the Contracting Officer in writing that it takes exception to such decision, the decision shall be final and conclusive.
6. Provided the Contractor has (1) given the notice within the time started in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, than the Contracting Officer's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
7. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**13. Assignment of Contract.** The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

**14. Equal Employment Opportunity.** During the performance of the contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain the clause.
4. The Contractor shall, in all solicitation or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
5. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
6. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto.
7. The Contractor shall permit access to its books, records, and accounts by the Federal Government for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**15. Equal Opportunity for Businesses and Unemployed and Underemployed Persons (HUD Act of 1968, Section 3).**

8. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
9. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
10. The proposer will certify that any vacant employment positions, including training positions, that are filled (1) after the proposer is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the proposer's obligations under 24 CFR part 135.
11. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**16. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.** No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the HA was activated,

and no other public official or such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

**17. Limitations on Payments Made to Influence Certain Federal Financial Transactions.**

1. The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL Disclosure of Lobbying Activities) if any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

**18. Examination And Retention of Contractor's Records.**

12. The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
13. The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
14. The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause above titled DISPUTES, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

This Agreement entered into as of the day and first written above.

Name:

Executed by  
Contracting Officer for the

Signature:

Signature:

Title:

Date:



Methods shall be established to provide for the storage, issue, and maintenance of an adequate and readily available supply of tools and equipment and also for the development of special tools and equipment needed in the maintenance program. Employees of the agency are not allowed to use agency equipment or materials for personal use.

1. Proper tools, equipment, and consumable supplies shall be available to support work requirements.
2. The process of providing tools and equipment for maintenance includes proper storage and issue controls.
3. Special tools shall be identified and stored to permit retrieval when needed.
4. Proper loading, lifting, and transporting equipment shall be available.
5. Maintenance tools and other support equipment shall be included in the preventive maintenance program.
6. Special tools, special equipment, and lifting equipment shall be suitable for their intended use and properly identified.
7. Specific instructions shall be provided to control the use of lifting equipment.
8. Scaffolding and rigging equipment shall be identified, tested, and properly stored.
9. Equipment and tools shall be maintained in a high state of readiness.
10. The process of providing and developing tools and equipment shall include consideration of safety, availability for future use, cost-effectiveness, control, and storage.
11. Worn, defective, or otherwise unusable tools shall be identified, segregated, and disposed of (as per the Disposition Policy) so that only safe, usable tools shall be available for use.

## Materials Control

All phases of receiving, inspecting, handling, storing, retrieving, and issuing of equipment, parts, and materials for maintenance shall be covered by effectively implemented policies and procedures from the time an item is received until it is installed at the site. Effective material control is practical and is achieved when the right materials in the correct quantities shall be delivered to the job location at the proper time.

To provide for materials control, the Director of Maintenance shall complete the following tasks:

1. Policies and procedures shall be prepared to specifically describe the responsibilities and techniques for receiving, inspecting, handling, storing, retrieving, and issuing equipment, parts, and materials.
2. Procedures/instructions shall be available for items requiring special handling.
3. Materials shall be inspected to ensure conformance to purchasing requirements prior to release for use and storage.
4. Documentation for received material shall be accounted for and shall be retrievable.
5. Nonconforming and suspect items shall be identified with tags or labels and controlled to prevent unauthorized use.
6. Effective material procurement status shall be provided, including accurate stock records and

tracking of purchase orders.

7. Materials shall be stored, protected, and identified in a manner that provides ready availability for its intended use.
8. A shelf-life control program shall be provided for store items, as applicable.
9. Materials and equipment shall be stored by intended end use to prevent inadvertent use of the wrong category of item.
10. Periodic inspections of staging areas, stores, and warehouses shall be performed by the Director of Maintenance
11. The quality of stored equipment, parts, and materials shall be maintained in accordance with vendor information by appropriate means, such as environmental and shelf-life controls and preventive maintenance activities, if necessary.
12. Parts and materials issued for installation shall be properly controlled. Unused parts and materials shall be promptly returned to a controlled storage area. Completed work requests/orders shall document material traceability.
13. Critical parts shall be readily traceable from purchase to installation.
14. Flammable and hazardous materials shall be identified, segregated, and properly controlled during receipt inspection, storage, and issuance.
15. For items requiring special handling instructions, procedures shall be prepared that include such items as the weight, size, chemical reactivity, radioactivity and susceptibility to physical shock, damage, or electrostatic sensitivity. This also includes lifting instructions.

# Budgeting and Procurement Planning/ Requisitioning for Procurement

## Procurement Planning/Requisitioning

**Performance Objective:** Parts, materials, and services required to perform maintenance activities shall be available when needed.

**Criteria:**

1. An effective procurement planning process shall be provided to ensure that parts, materials, and services shall be available for work activities when they shall be scheduled.
2. Procurement planning and requisition documents shall provide clear and adequate technical and quality assurance requirements consistent with design specifications or requirements.
3. Topics such as storage and shelf-life requirements shall be addressed.
4. Proper approval shall be obtained on any deviation from design specifications for parts or materials.
5. Planning mechanisms shall be in place to provide for the expeditious procurement of parts and material on a high priority basis when needed.
6. Procurement planning methods shall be established to acquire replacement parts not available through the original supplier.
7. Lessons learned from experience, such as leadtimes, parts usage, and supplier reliability, shall be factored into materials management.
8. Long lead-time maintenance items, services, and their procurement sources, shall be identified in order to expedite their procurement.
9. Deficient, nonconforming, or suspect items shall be resolved in an effective and timely manner.
10. Applicable quality assurance provisions shall be developed and followed and applicable records shall be controlled and maintained to provide documentation for qualified parts and materials and to ensure traceability.
11. Identification of the need for specialized services from vendors is made early to provide for timely submittal of, bidding on, and award of contracts.



# Maintenance Plan Appendices

<b>PHAS Tracking Tools and Additional PHAS Information</b>	<b>11-1</b>
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# Maintenance Plan Appendices

**Annual Uniform Physical Inspection Form**

**11-2**

# Maintenance Plan Appendices

**Planned/Preventive Maintenance Inspections**

**11-3**

# Maintenance Plan Appendices

**Unit Make Ready Inspection and Work Order**

**11-4**

# Maintenance Plan Appendices

**Task Instruction and Quality Standards**

**11-5**

# Maintenance Plan Appendices

Sample Procurement Plan Form

11-6

# Maintenance Plan Appendices

Additional Important Information

11-7

## DISPOSITION POLICY AND PROCEDURE

Personal property shall not be sold or exchanged for less than its fair value. Personal property shall not be destroyed, abandoned, or donated without prior approval from the Executive Director. The Executive Director or designee shall make every effort to dispose of excess personal property as outlined above. However, if the property has no value and a purchaser cannot be found, a statement shall be prepared by the Executive Director or designee as to the disposition of the property.

Sales of excess personal property shall be made in the following manner:

1. If the estimated sales value of the personal property offered for sale is **less than \$100.00**, it may be retained, sold, or otherwise disposed of with no further obligation to the Housing Authority.
2. Property **valued at less than \$100.00** shall be declared as unusable (property that can not be reused or recycled) and shall be disposed of as salvage (sent to the landfill). A record of all property disposed of as salvage shall be documented. The documentation shall state a description of the property, estimated value of the property, statement that property cannot be reused or recycled, and the manner and place of salvage of the property.
3. For **sales from \$100.00 to \$1,000.00**, the Executive Director shall solicit informal bids orally by telephone or in writing from all known prospective purchasers and a tabulation or all such bids received shall be prepared and retained as part of the permanent record. The sale shall be documented by and appropriate bill of sale.
4. **Sales of \$1,000.00 or more** and the award of such contract shall be made only after advertising for formal bids. Such advertising shall be at least 15 days prior to award of the sale contract and shall be by advertisement 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 to price.
5. The sale of personal property to a public body for public use may be negotiated at its fair value subject to prior approval of the Executive Director. The transfer shall be documented by and appropriate bill of sale.

**Sales or taking of excess personal property by employees of the housing authority shall be prohibited.**

1. No employee or member of the employee's family will be permitted to purchase any PHA property proposed for disposition.
2. No employee or member of the employee's family will be permitted to take any PHA property regardless of the estimated value of property to be disposed.

**Maintenance of Records**

OMB Circular A-110 requires that records for equipment acquired with federal funds be retained for three years after final disposition.

**Admissions and Continued Occupancy Policy Governing  
HUD-Aided Public Housing Operated by  
the Alexandria Housing Authority**

**I. Nondiscrimination**

**A. Compliance with Civil Rights Laws**

1. It is the policy of the Alexandria Housing Authority (AHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964, [See 24 CFR Part 1]
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), [See 24 CFR Part 100]
- Executive Order 11063,
- Section 504 of the Rehabilitation Act of 1973, [See 24 CFR Part 8]
- the Age Discrimination Act of 1975, [See 24 CFR Part 146]
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- any applicable State laws or local ordinances, and
- any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. [Required 24 CFR § 960.103]

2. AHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under AHA'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. [Required, 24 CFR § 100.5]

3. AHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>;

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<sup>1</sup> AHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- (f) Deny anyone access to the same level of services<sup>3</sup>; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. AHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. [Required, 24 CFR § 960.205]

5. AHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, AHA will make structural modifications to its housing and non-housing facilities [Required, 24 CFR § 8.21, 8.23, 8.24, and 8.25] and make reasonable accommodations in its procedures or practices [Required, 24 CFR § 100.204] to permit people with disabilities to take full advantage of the AHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** [See 24 CFR § 8.24] or in **carrying out Other Alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, AHA is **not** required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the AHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility AHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]

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<sup>2</sup> Except that AHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect AHA's screening or eligibility standards, but it might require AHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> This requirement applies to services provided by AHA and services provided by others with AHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burden test is not applicable to housing undergoing substantial alteration.

6. AHA will not permit these policies to be subverted to do personal or political favors. AHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. [Required, 24 CFR § 906. 204 (a)]

## **B. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities, to the extent that AHA offers such facilities. To the extent that AHA has such facilities, if none of these facilities is already accessible (and located on accessible routes), some<sup>4</sup> must be made so, subject to the undue financial and administrative burden test. [Required, 24 CFR § 8.20 and 8.21]

2. Documents used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments [Required, 24 CFR § 8.6]. Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>5</sup>.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but AHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, AHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. [Required, 24 CFR § 8.6]

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<sup>4</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>5</sup> 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

4. At the point of initial contact with all applicants, AHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. [Required, 24 CFR § 8.6]

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. AHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired [Required, 24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, AHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

## II. Eligibility for Admission and Processing of Applications

### A. Affirmative Marketing

1. AHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the AHA's units, availability of units through turnover, and waiting list characteristics. AHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply. [Required 24 CFR § 960.103(b)].
2. Marketing and informational materials will be subject to the following:
  - (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [Required, 24 CFR §109.30(a)];
  - (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
  - (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
  - (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
  - (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
  - (f) AHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### B. Qualification for Admission

1. It is AHA's policy to admit **only** qualified applicants<sup>6</sup>.
2. An applicant is qualified if he or she meets all of the following criteria:
  - (a) Is a family as defined in Section XII of this policy;
  - (b) Meets the HUD requirements on citizenship or immigration status; [Required, 24 CFR § 5.5 Subpart E]

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<sup>6</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with disabilities. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet AHA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.5**.

- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in AHA's offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [Required, 24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies [Required, 24 CFR § 960.205].

### **C. Waiting List Management**

1. It is the policy of AHA to administer its waiting list as required by the regulations at 24 CFR § 5.4, 5.5, 5.6, 960.201 through 960.208.

#### 2. Opening and Closing Waiting Lists

- (a) AHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. AHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below [Required, 24 CFR § 960.206].
- (b) For any unit size or type, if the AHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, AHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit [Required, 24 CFR § 960.206].
- (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of AHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- (d) During the period when the waiting list is closed, AHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

#### 3. Determining if the Waiting List may be Closed

AHA will use its **Procedure on Opening and Closing the Waiting List**<sup>7</sup> to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) AHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.

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<sup>7</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures is made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

<sup>8</sup> Or by the method designated at initial application by applicants with disabilities.

If, after two attempts in writing<sup>9</sup>, no response is received, AHA will withdraw the names of applicants from the waiting list.

At the time of initial intake, AHA will advise families of their responsibility to notify the AHA when their circumstances, mailing address or phone numbers change.

- (b) AHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

#### 5. Change in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact AHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that AHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

### D. Processing Applications for Admission

1. AHA will accept and process applications in accordance with applicable HUD Regulations and AHA's **Procedure on Taking Applications and Initial Processing**. AHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

#### 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the AHA Administration Building for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to AHA's **Procedure on Verification**, to determine qualification for admission to AHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members Age 6+
  - (vii) Information Used in Applicant Screening

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<sup>9</sup> The first written communication will be sent by first class mail, the second written communication will be sent by certified mail.

- (viii) Citizenship or eligible immigration status
- (ix) Louisiana Works verification
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. AHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by AHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a “zero income” family is admitted, redeterminations of income will be performed every 60 days. See Section IV. C, Periodic Reexamination, of this policy.)

4. AHA’s records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant’s race and ethnicity; the determination by AHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [Required, 24 CFR § 85.42]

## **E. The Preference System**

1. **It is AHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet AHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. **Factors other than preferences that affect the selection of applicants from the waiting list** [Required, 24 CFR § 960.206 (c)] Before applying its preference system, AHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, AHA will give a preference to families that include persons with disabilities who can benefit from the unit’s features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, AHA will house a family not needing the unit features, subject to the requirement in the

Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, AHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), AHA will give equal priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over singles who are not elderly, disabled or displaced regardless of preferences. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

### 3. Local Preference

There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

### 4. Ranking Preference

There are three possible ranking preferences in effect: first is the **Natural Disaster/Governmental Displacement Preference**, second is **Homelessness**, and third is the **Upward Mobility Preference** (as defined in Section XII). **AHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that do not qualify for either the Natural Disaster/Governmental Displacement or the Upward Mobility preferences will be categorized as No-preference families.

### 5. Mixed Population Buildings Local Preference

In addition to the Income Tier preference, which applies to all AHA's developments, AHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

### 6. Method of Applying Preferences

To ensure that AHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, AHA will rank applicants within both income tiers as Natural Disaster, Upward Mobility or no-preference. Four out of every ten applicants admitted will be from Tier I. If there are insufficient applications among the Tier I Natural Disaster preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § 960.206] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

- (a) AHA will house applicants from Tiers I and II on the waiting list by selecting first from the Natural Disaster applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.
- (b) AHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) AHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## **6. Definition of Natural Disaster/Displacement and Upward Mobility Preference**

AHA defines Natural Disaster Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own, by governmental action.

AHA defines Upward Mobility to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference.

Although the Upward Mobility preference has several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

## **7. Withholding Preferences**

As required by law, AHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or AHA staff. [Required, 24 CFR § 5.410 (a) (3)] AHA may grant an admissions preference in any of the following cases:

- (a) If AHA determines that the evicted person has successfully completed a rehabilitation program approved by AHA;

- (b) If AHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If AHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of AHA.

## 8. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, AHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**<sup>10</sup> Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.  
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**<sup>11</sup> Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan.
- (c) **Mixed population Projects:**<sup>12</sup> Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.  
All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.
- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

## 9. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, AHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of application (when the wait for admission exceeds four months). Verification of

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<sup>10</sup> This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

<sup>11</sup> Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

<sup>12</sup> A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the AHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 90 days old at the time of certification.

- (b) At the time of application, AHA will use an application to obtain the family's certification that it qualifies for a preference. Between application submission and the application interview, the family will be advised to notify AHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.

Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

- (e) Families that claim a preference at application submission, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

#### **10. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.206(a)(4)]**

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) AHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with AHA's designee to review the determination.
- (b) If the applicant requests the meeting, AHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the AHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the AHA's decision to deny the preference.

#### **F. Applicant Selection Criteria**

1. It is AHA's policy that all applicants shall be screened in accordance with HUD's regulations [24 CFR § 960] and sound management practices. During screening, AHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;

- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the AHA.

2. How AHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with AHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the AHA.
- (b) The history of applicant's conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) 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; [Required, 24 CFR § 960.205 (b)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [Required, 24 CFR § 960.205 (b)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with disabilities]
  - (iv) Require services from AHA staff that would alter the fundamental nature of AHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with disabilities]
- (c) AHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [Required, 24 CFR § 960.203]
- (d) AHA may complete a utility credit check and a rental history check on all applicants.
- (e) All applicants must be able to demonstrate that utilities can be turned on in the name of the head of household for properties with tenant paid utilities within 5 days of being notified by the AHA.
- (f) Payment of funds owed to AHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. AHA will reject an applicant for unpaid balances owed by the applicant for any program that AHA operates or any other Federally funded housing program. AHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. The applicant will be given up to 60

days to repay the balance from the time of notification by AHA or the application will be rejected. AHA will not admit families who owe back balances. [See 24 CFR § 960.203 (b)(1)]

- (g) AHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the AHA rejects an applicant on the basis of criminal history, the AHA must notify the household of the proposed rejection and must provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. [24 CFR § 960.204(4) (c)]
- (h) If the landlord check, the criminal history check or the home visit indicates that an applicant household member may be currently engaged in illegal use of drugs, as demonstrated by recent arrests or conviction of use of illegal drugs, destruction of property, violent activity against another person, or interference with the rights to peaceful enjoyment of other residents, the AHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
- (i) AHA will complete a home visit on all applicants that have passed all other elements of screening. Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. AHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
- (i) Housekeeping criteria shall include, but not be limited to:
- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
  - Cleanliness in each room; and
  - General care of appliances, fixtures, windows, doors and cabinets.
- (ii) Other AHA lease compliance criteria will also be checked, such as:
- Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity; and
  - Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance written notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (j) All applicants are required to attend and complete AHA's Pre-Occupancy Orientation.
- (k) AHA's examination of relevant information respecting 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 and utility bills. [Required, 24 CFR § 960.203 (c) (1)]

- 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 that may adversely affect the health, safety, or welfare of other tenants or neighbors. [Required, 24 CFR § 960.203 (c) (3)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [Required, 24 CFR § 960.203 (c)(3)]
    - The AHA may require an applicant to exclude a household member in order to be admitted to the housing program if that household member has participated in or been culpable for criminal actions that warrant rejection of the application;
    - The AHA may, if a statute requires that the AHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of AHA's lease. [24 CFR § 8.2 Definition: Qualified Individual with Disabilities]
- (I) The AHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- The AHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the AHA may admit the household if the AHA determines that: [Required 24 CFR § 960.204 (a)]
    - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the AHA, or
    - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  - The AHA shall reject the application of a household if:
    - The AHA determines that any household member is currently engaging in illegal use of a drug (For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current; or
    - The AHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

- The AHA shall reject the application of a household permanently if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of any federally assisted housing;
  - The AHA shall reject the application of a household if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program;
  - The AHA shall reject the application of a household if any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. To invoke this reason for rejection of an application, the AHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.
- (m) 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 rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (n) Applicants must be able to demonstrate the ability and willingness to comply with the terms of AHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>13</sup> [24 CFR § 8.2 Definition: Qualified Individual with Disabilities] Availability of assistance is subject to verification by AHA.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, AHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into AHA's screening assessment of the applicant, mitigating circumstances must be verifiable. [Required, 24 CFR §960.205(d)]
- (b) Mitigating circumstances<sup>14</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, that, when verified, 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** applicant's prospect for lease

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<sup>13</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for AHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>14</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. AHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d) (1).

compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, AHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. AHA shall also have the right to request further 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.
- (d) Examples of mitigating circumstances might include: **[Required, 24 CFR § 960.205 (d)]**,
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. AHA will consider such circumstances in light of:
  - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and
  - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; **[Required, 24 CFR § 5.403]**
  - (ii) Eligibility of the applicant with respect to income limits for admission; **[Required, 24 CFR § 5.603]**
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; **[24 CFR § 5.5]**
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; **[24 CFR § 5.4]** and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. **[Required, 24 CFR § 960.203]**
- (b) Families determined to be qualified will be notified by AHA of the approximate date of occupancy insofar as that date can be reasonably determined. **[Required, 24 CFR § 960.208(b)]** However, the date stated by AHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors AHA does not control, such

as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.208 (b)]

- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from AHA, stating the basis for such determination. AHA shall provide such applicants with an opportunity for informal hearing to review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.208(a)]
- (d) Applicants known to have a disability that are 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.

## G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

### Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u>	<u>Max Persons/Unit</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, AHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- (g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.
- (h) If a unit has been vacant for more than 20 days, and no appropriate size families are available to fill the unit, AHA may offer the unit to a family of a smaller size.

2. Two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The AHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the AHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by AHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The AHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

### **III. Tenant Selection and Assignment Plan**

#### **A. Organization of the Waiting List**

##### **1. Community-wide Waiting List**

It is AHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

AHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

If the AHA elects to operate Site-based Waiting Lists, the application for such lists shall be a part of the AHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

#### **B. Unit Offers to Applicants**

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. AHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, AHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, AHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, AHA must consider the requirements of the Quality Housing and Work Responsibility Act of 1998 and local housing needs and conditions.

5. The ranking preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the AHA will make an offer to an applicant who does not qualify for a

ranking preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, AHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

### **C. Due Process Rights for Applicants**

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep AHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>15</sup>; or
4. The application is withdrawn because the AHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact AHA<sup>16</sup> either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the AHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by Certified Mail, return receipt requested;

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<sup>15</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>16</sup> Except that AHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

- If an applicant contacts AHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When AHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, AHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to AHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances AHA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 6 months. In these cases, they will have a new date and time of application.

#### **D. Good Cause for Applicant Refusal of Unit Offer**

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of AHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:
- The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
  - Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities<sup>17</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
  - The family demonstrates to AHA’s satisfaction that accepting the offer will place a family member’s life, health or safety 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. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
  - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
  - The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or

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<sup>17</sup> If the applicant has a child participating in such a program.

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)
  3. AHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### **D. Dwelling Units with accessible/adaptable features**

1. Before offering a vacant accessible unit to a non-disabled applicant, AHA will offer such units:
  - First, to a current occupant of another unit of the same development, or other public housing developments under AHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, AHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

#### **E. Leasing and Occupancy of Dwelling Units**

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

#### **F. Transfers**

AHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>18</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of ten admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

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<sup>18</sup> If the AHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

4. Tenants are entitled to use the AHA Grievance Procedure if they are refused the right to transfer or if AHA is requiring them to transfer and they do not want to do so.

## IV. Leasing Policies

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Project Managers or other authorized representative of AHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with AHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one AHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Alexandria Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise AHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for AHA to contact the resident in the event of an emergency. Failure to advise AHA of an extended absence is grounds for termination of the lease.

### B. Showing Units Prior to Leasing

1. When offering units, AHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with AHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **AHA Procedure on Taking Applications and Initial Processing.**)
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]
3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to AHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

**C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 960.205 (b) and 966.4 (a)(1)(v)] Except for natural births, adoptions by family members, or court awarded custody any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f)(3) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, AHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the AHA will approve admitting the new member.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child (ren);
- (c) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (d) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify AHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by AHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on AHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than thirty days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 30 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of AHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. **[24 CFR § 966.4 (f)(3)]** The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by AHA in making determinations under this paragraph.

## V. Transfer Policy

### A. General Transfer Policy

1. It is AHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [Required, 24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by AHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

**These transfers shall take priority over new admissions.**

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by AHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the AHA's standards) as described below.

**These transfers will take priority over new admissions.**

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

**These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to ten admissions.**

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.**

2. Whenever feasible, transfers will be made within a resident's area.

### **C. Processing Transfers**

1. A centralized transfer waiting list will be administered by Occupancy. Managers are responsible for submitting requests for transfer including necessary documentation, to the Tenant Relations Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Applicants, and,
- At a rate of ten applicants to every transfer, Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.
4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.
5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions:

spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births, adoptions or court awarded custody that occur during tenancy, AHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits AHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of one transfer for every ten new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to AHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - AHA may occupy recently modernized and scattered site units through incentive transfers. Depending on AHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. AHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

- (b) Resident requests for incentive transfers should be made to their Project Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
  - (i) Residency in an AHA development for a least three years.
  - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (iv) Good housekeeping record.
- 2. Incentive transfers are Category 2 administrative transfers.
- 3. No exceptions will be granted to the good record requirement for incentive transfers.
- 4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

**F. Cost of Transfers**

- 1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by AHA. Transfers requested or required by AHA will be paid for or made by AHA.

## **VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.5]
5. Who are in compliance with the AHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

### **B. Remaining Family Members and Prior Debt**

1. As a party to the lease, remaining family members 18 years of age or older will be held responsible for arrearages incurred by the former head or spouse. AHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Periodic Reexamination**

1. Regular reexaminations: AHA shall, at least once a year, re-examine the incomes of all resident families paying income-based rent. Families paying flat rent will have their family circumstances reviewed annually, but their incomes reviewed only every three years. [24 CFR § 960.257]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will

be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. Any monetary or non-monetary contributions from persons not residing in the unit shall be considered income.

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD, including the HUD-9886.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check may be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. [24 CFR § 960.259(c)]
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR § 5]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Project Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

#### 6. Action Following Reexamination

- (a) 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)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

1. Residents are required to report **all changes in family composition or status** to the Project Manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. AHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. AHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>AHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days <sup>19</sup> . Increase in income following AHA granting of interim rent decrease.	• AHA will process an interim reduction in rent if the income decrease will last more than 30 days. AHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• AHA will defer the increase to the next regular reexamination.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• AHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	• AHA will defer the increase to the next regular reexamination.

(e) AHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. AHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § 960.259(c)]

4. AHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

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<sup>19</sup> Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Project Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

**B. Effective Date of Adjustments**

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**C. Failure to Report Accurate Information**

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with AHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## **VIII. Lease Termination Procedures**

### **A. General Policy: Lease Termination**

It is AHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (I)(2)] and the lease terms.

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by AHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or AHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (I)(3)]

2. Notices of lease termination may be served personally and posted on the apartment door or by first class certified mail.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### **C. Recordkeeping Requirements**

A written record of every termination and/or eviction shall be maintained by AHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

## IX. Utilities

In AHA's developments, residents pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by AHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. [24 CFR § 965 & 966.4 (b)(2)]

### **A. Resident-Paid Utilities**

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, AHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
3. 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 utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that AHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

### **B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the AHA. Quarterly the check meters shall be read by the AHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

## **X. Flat Rents**

### **A. Flat Rents**

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are market-based rents. Accordingly, they will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of AHA's housing units. Accordingly, AHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of AHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of AHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at AHA's properties and in the surrounding neighborhood
- Crime in AHA's developments and the surrounding neighborhood
- Quality of local schools serving each AHA development
- Availability of public transportation at each AHA development
- Availability of accessible units for persons with mobility impairments.

### **B. Annual Update of Flat Rents**

AHA will review its Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the AHA property or the surrounding neighborhood would affect AHA's flat rents at selected developments. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next regular reexamination/recertification rather than at the point the Flat rent may change.

### **C. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

## **XI. Definitions and Procedures to be used in Determining Income and Rent**

### **A. Annual Income [24 CFR § 5.609]**

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, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

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 consider income when used to reimburse the family for cash or assets invested in the property;

If 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 [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

### **B. Items not included in Annual Income [24 CFR § 5.609]**

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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);
- [See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]
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 (See Section 12 of these policies);
  6. The full amount of student financial assistance paid directly to the student or the educational institution; (FR Vol. 60, #65/ 5 April 1995)
  7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  8. Certain amounts received that are related to participation in the following programs:
    - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. 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 that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
    - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the AHA, 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; and
    - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), 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 AHA;
  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;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, **will not be increased during the exclusion period**. For purposes of this paragraph, the following definitions apply:
  - (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the AHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - (b) During the 12 month period beginning when the member is first employed or the family first experiences an increase in income the AHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage).
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. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

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), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
  - The first \$2000 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 [25 USC 117b, 1407]; and
  - 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 of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  - Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)].
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), 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.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j));
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

**C. Anticipating Annual Income [24 CFR § 5.609 (d)]**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. Adjusted Income [24 CFR § 5.611 ]**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

**For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by AHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled or a full-time student.

3. **Work related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense

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 work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

**For elderly and disabled families only:**

**5. Medical Expense Deduction** — 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, health 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 AHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without disabled expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly or disabled families with both disabled and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

**6. Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

**7. Optional Deductions/Exemptions:** AHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

**E. Rent Computation – Income Based Rent**

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will be paid directly to the utility company by the AHA.

**2. Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income;** or
- **10% of monthly income;** but never less than the
- **Minimum Rent;** and never more than the
- **Flat Rent**

8. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the AHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

9. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by AHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

## **XII. Definitions of Terms Used in This Statement of Policies**

1. **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, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. 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. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. **Accessible Facility** - means all or any portion of a facility *other than an individual dwelling unit* used by individuals with physical disabilities. [24 CFR § 8.21]
3. **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. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]
4. **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 & degrees of disability. [24 CFR § 8.3 & § 40.3.5]
5. **Adult:** A Person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.
6. **Alteration** - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]
7. **Applicant** - a person or a family that has applied for admission to housing.
8. **Area of Operation** - The jurisdiction of the AHA as described in applicable State law and the AHA's Articles of Incorporation.
9. **Assets** - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)
10. **Auxiliary Aids** - means 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 or activities. [24 CFR § 8.3]
11. **Care attendant** - a person that regularly visits the unit of an AHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by AHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
12. **Co-head of household** - a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

13. Covered Person – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.
14. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. [24 CFR § 5.603]
15. Designated Family - means the category of family for whom AHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)
16. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
17. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]
18. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
19. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR § 5.603] in this section.)
20. Drug – A controlled substance as defined in the Controlled Substances Act. [24 CFR § 5.100]
21. Drug-related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR § 5.100]
22. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]
23. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
24. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
25. Family –
  - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in AHA housing; OR
  - two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in AHA housing.

The term family also includes the following terms defined in this Section:

- Elderly family
- Near elderly family
- Disabled family
- Displaced person
- Single person
- Remaining member of a tenant family,
- a foster care arrangement, or a kinship care arrangement

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]

- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not *family* members and have no rights of tenancy or continued occupancy.
  - Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
26. 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. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR § 5.603].
  27. Guest – For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
  28. Head of the Household - The family member (identified by the family) who is held responsible and accountable for the family.
  29. Household – The family and a AHA-approved Live-in Aide
  30. Homeless – A “homeless family” includes (a) any person or family that lacks a fixed, regular and adequate nighttime residence; and (b) any person or family that has a primary nighttime residence that is (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A “homeless family” does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or a State law.
  31. Individual with Disabilities, Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Disabilities and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as

defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

- (a) A physical or mental impairment that:
- substantially limits one or more major life activities;
  - has a record of such an impairment;
  - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if AHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of

AHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

- 32. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)
- 33. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by AHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR § 5.403].

AHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet AHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

34. Low-Income Household - 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 [42 USC 1437a(b)0]
34. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. [24 CFR § 5.603].
35. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
36. Mixed Population Project - means a public housing project for elderly and disabled families. The AHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
37. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR § 8.3]
38. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR § 5.403]
39. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]
40. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]
  - (a) Real property (land, houses, mobile homes)
  - (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
  - (c) Cash value of whole life insurance policies
  - (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR § 5.603(b)(3)].

41. Other person under the tenant's control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or

other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person).

42. Person with disabilities<sup>20</sup> [42 USC 1437a(b)(3)] means a person<sup>21</sup> who —
- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
  - (b) Has a physical, mental or emotional impairment that:
    - Is expected to be of long continued and indefinite duration;
    - Substantially impedes his/her ability to live independently; and,
    - Is of such nature that such disability could be improved by more suitable housing conditions; or,
  - (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].
43. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR § 945.105]
44. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]
45. Premises – The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
46. Qualified Individual with disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the AHA can demonstrate would result in a fundamental alteration in its nature.
- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the AHA.
  - (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the AHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. [24 CFR § 8.3]

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<sup>20</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>21</sup> A person with disabilities may be a child.

47. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
48. Spouse - Spouse means the husband or wife of the head of the household.
49. Tenant Rent - The amount payable monthly by the Family as rent to AHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the AHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance [24 CFR § 5.603].
50. Total Tenant Payment (TTP) - The TTP, or income-based rent, is calculated using the following formula:  
  
The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR § 5.613] See the definition for Tenant Rent.
51. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**
52. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR § 965.473].
53. Upward Mobility Preference: An admissions preference granted when:
- (a) A family can verify employment of an adult member:
- (i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of AHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.
- (ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
- (iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to AHA and will have their assistance terminated.
- (iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. [Required, 24 CFR § 960.206 (b) (2)]
- (b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the State Assistance to Needy Families program;

The family must notify AHA if it enters such a program while on the waiting list and provide documentation of participation to AHA. AHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

- 54 Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.
- 55 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)].
- 56 Violent Criminal Activity – Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.

10/16/01

2-B

FROM THE PARENT CENTER  
2209 E. SYCAMORE  
ALEXANDRIA HOUSING AUTH.  
ALEXANDRIA, LA.

THE FAMILY RESOURCE CENTER  
(PARENT CENTER) HAS ADDED A  
FEW NEW COMPUTER PROGRAMS.  
THE CENTER HAS TWO (2) TYPING  
PROGRAMS, AN INTRODUCTION  
TO COMPUTERS(WINDOWS AND  
ME), PLUS TWO (2) RESUME PRO-  
GRAMS AND THE COMPUTERS ARE  
ON THE INTERNET FOR YOUR USE.  
THE OPERATING HOURS ARE 7:30  
TO 4:00 MONDAY THRU FRIDAY.  
COME TAKE ADVANTAGE OF  
THESE SERVICES.

ALEXANDRIA HOUSING AUTHORITY  
 2558 LOBLOLLY LANE  
 ALEXANDRIA, LOUISIANA 71303  
 PRICE LIST 2001-2002

***WINDOW PANE***

**LIVINGROOM**

LA23- 1,2,3           \$9.00-\$17.00  
 LA23 -4 w/SPACER   \$35.00  
 LA23 -5 w/SPACER   \$40.00

**BDRM**

LA23- 1,2,3           \$9.00-\$17.00  
 LA23 -4 w/SPACER   \$40.00  
 LA23 -5 w/SPACER   \$45.00

**KITCHEN**

LA23- 1,2,3           \$9.00-\$17.00  
 LA23 - 4,5 w/SPACER \$35.00- \$45.00

**BATHRM**

LA23- 3               \$8.00-\$10.00

***WINDOW MOLDING***

LA23- 1,2,3,4,5       \$2.00-\$5.00  
                           PER STICK

***WINDOW LOCK***

LA23- 1,2,4,5       \$2.00-\$4.00  
 LA23-3               \$7.00

LABOR 30 MIN \$7.00, 1 HR \$14.00

***WINDOW SCREENS***

LA23-1,2 LIVING RM  
 w/FRAmE WHOLE COST  
           WHOLE       \$60.00  
           HALF         \$30.00

LA 23- 1,2 KITCHEN, BDRM  
 w/FRAmE WHOLE COST  
           WHOLE       \$60.00  
           HALF         \$30.00

LA23-3 BATHRM  
 w/FRAmE WHOLE COST  
           WHOLE       \$30.00  
           HALF         \$15.00

LA23-3 KITCHEN/BDRM/LVRM  
 w/FRAmE WHOLE COST  
           WHOLE       \$50.00  
           HALF         \$25.00

LA23-4,5 LIVING RM  
 w/FRAmE WHOLE COST  
           WHOLE       \$80.00  
           HALF         \$40.00

LA 23- 4,5 KITCHEN, BDRM  
 w/FRAmE WHOLE COST  
           WHOLE       \$80.00  
           HALF         \$40.00

**PATCH WINDOW SCREEN** \$6.00 PER      **WINDOW SCREEN LATCHES** \$10.00 EACH

***BLIND SHADES***

LVRM

BDRM

LA23-1, 2	\$9.00	LA23- 1,2,3	\$9.00
LA23- 3,4,5	\$20.00	LA23-4, 5	\$13.00

KITCHEN

BATHRM

LA23- 1,2,3	\$9.00	LA23-3	\$8.00
LA23- 4,5	\$13.00		

***FLOOR TILES***      \$2.00 PER

***KITCHEN***

SINK STOPPER	\$2.00	SINK SNAP HOLE COVER	\$2.00
COMP HOOD VENT	\$40.00	HOOD VENT FILTER	\$8.00

***LIGHT SHADES/GLOBES/DRUM***

PORCH GLOBE	\$9.00	MOUNTED LSHADE	\$8.00
		LA1, 2	
HALL GLOBE	\$9.00	HALL DRUM	
LA 3, 4		SMALL	\$14.00
		LARGE	\$17.00
L-SHADES	\$7.00	BTH SHADES	\$8.00
		LA 4, 5	
HANG L-SHADE	\$12.00	KITCHEN DRUM	\$22.00
LA 4,5		LA 4,5	
PANTRY (DOME)	\$11.00		

***ELECTRICAL***

BLANK COVER	\$1.00	DOUBLE SWITCH COVER	\$2.00
SWITCH COVER	\$1.00	3 HOLE SWITCH COVER	\$4.00
GFI PLUG COVER	\$1.00	110/220 OUTLET COVER	\$1.00
LIGHT SWITCH	\$1.00	110 OUTLET	\$1.00
220 OUTLET	\$3.00	HANDICAP SMOKE ALARM	\$130.00
THERMOSTAT HEAT	\$14.00	HANDICAP DOOR BELL	\$86.00
THERMOSTAT A/C	\$20.00	FIRE EXT 5LBS	\$35.00
ATTIC FAN KNOB	\$6.00	FIRE EXT 2 2 LBS	\$20.00

***REFRIGERATOR PARTS***

GE EXT DOOR PANEL TOP	\$75.00	GE EXT DOOR PANEL BOTTOM	\$50.00
GE INT DOOR PANEL TOP	\$50.00	GE INT DOOR PANEL BOTTOM	\$30.00
WES EXT DOOR PANEL TOP	\$62.00	WES EXT DOOR PANEL BOTTOM	\$80.00
WES INT DOOR PANEL TOP	\$53.00	WES INT DOOR PANEL BOTTOM	\$70.00
FREEZER DOOR GASKET	\$35.00	LOWER DOOR GASKET	\$36.00
DOOR BAR	\$13.00	BUTTER COVER	\$13.00
TEMP FAN COVER	\$13.00	DOOR HANDLE	\$13.00
FOAM SEPARATOR	\$18.00	REFRIGERATOR SHELF	\$22.00
CRISPER DRAWER	\$33.00	CRISPER COVER	\$54.00
DRAIN PLUG SM.	\$1.00	DRAIN PLUG LARGE	\$2.00

***STOVE PARTS***

KENMORE BURNER KNOB	\$14.00	KENMORE OVEN KNOB	\$11.00
KEN OVEN DOOR GASKET	\$20.00	OVEN DOOR HINGE	\$24.00
WES OVEN KNOB	\$11.00	WES BURNER KNOB	\$11.00
WES OVEN RACK	\$12.00	WES GRATE	\$12.00
WES FR TOP BURNER	\$20.00	WES BK TOP BURNER	\$23.00
WES OVEN DOOR GASKET	\$16.00	WES BK END CAP	\$7.00
WES OVEN HANDLE	\$9.00	WES BROILER HANDLE	\$7.00
GE OVEN RACK	\$26.00	GE DOUBLE BURNER	\$34.00
SMALL CHROME BOWL	\$2.00	LARGE CHROME BOWL	\$3.00
<b><i>CLEAN STOVE</i></b>	<b><i>UP TO \$25.00</i></b>	<b><i>CLEAN REFRIGERATOR</i></b>	<b><i>UP TO \$25.00</i></b>
<b><i>DOORS</i></b>			
EXTERIOR DOOR + LABOR	\$68.00	BDRM DOOR + LABOR	\$37.00-\$77.00
SCRN DOOR	COST	CLOSET DOOR+ LABOR	COST
<b><i>DOOR PARTS</i></b>			
SCRN DOOR CLOSURE	\$8.00	SCRN DOOR HANDLE IN AND OUT	\$6.00
DOOR VIEWER	\$6.00	DOOR SAVER 1 HOLE	\$11.00
DOOR SWEEP	\$6.00	DOOR STOPPER	\$1.00
THRESHOLD PLATE	\$6.00	DOOR HINGE	\$2.00
DOOR BUMPER	\$1.00	DOOR CLOSURE (GM)	\$12.00
<b><i>DOOR CASING</i></b>			
GLUE CASING	\$7.00	NAIL DOOR CASING	\$7.00

COMP CASING	\$50.00	DOOR FACING	\$45.00
1 SIDE DOOR FACING	\$25.00	1 SIDE DOOR JAM	\$15.00
REPLACE COMP DOOR JAM	\$30.00	REPLACE CABINET DRAWER	\$20.00
REPLACE CABINET HINGE	\$4.00	REPLACE FRONT DRAWER	\$5.00
PATCH HOLE IN WALL/DOOR			
SMALL	\$5.00		
MEDIUM	\$10.00		
LARGE	\$15.00		

***DOOR LOCK PARTS***

STRIKER PLATE	\$3.00	PASSAGE LOCK	\$11.00
BDRM LOCK	\$11.00	DUMMY LOCK	\$7.00
SCHLAGE INSIDE KNOB	\$14.00	SCHLAGE DBOLT KNOB	\$10.00
SCHLAGE PLUNGER	\$13.00	SCHLAGE DPLUNGER	\$13.00
TAIL PIECE	\$6.00		
<b><i>CHANGE PO LOCK</i></b>	<b><i>\$7.00</i></b>	<b><i>CHANGE P O KEY</i></b>	<b><i>\$2.00</i></b>

<b><i>LOCK OUT</i></b>	<b><i>\$10.00</i></b>	<b><i>LOCK OUT</i></b>	<b><i>\$25.00</i></b>
	<b><i>DURING OFFICE HOURS</i></b>		<b><i>AFTER OFFICE HOURS</i></b>

<b><i>CHARGE FOR CHANGING LOCKS</i></b>	LA - 1, 2, 3	GOOD	\$80.00
		BAD	\$120.00
	LA 4, 5	GOOD	\$31.00
		BAD	\$62.00

***BATHRM ITEMS***

MIRROR PULL	\$2.00	MED CABINET SHELF	\$3.00
MED CABINET	\$25.00	MED MIRROR	\$15.00

SHADE	\$18.00	L-SHADE	\$8.00
LA 1-2 ABOVE MED CABINET		LA 4-5 ABOVE MED CABINET	
L-SHADE LONG	\$9.00	HANDICAP COM BOWL	\$76.00
COM BOWL	\$45.00	HANDICAP COM TANK	\$45.00
COM TANK	\$45.00	HANDICAP SEAT	\$15.00
TANK TOP	\$48.00	COMMODE SEAT	\$8.00
TUB FAUCET HANDLE CLEAR	\$9.00	TUB FAUCET HANDLE CHROME	\$6.00
TUB STOPPER PLASTIC	\$2.00	DELTA HANDLE	\$9.00
SHOWER ROD	\$9.00	TUB SNAP STOPPER	\$2.00
TISSUE HOLDER COMP	\$6.00	SHOWER ROD HOLDERS	\$2.00
TOWEL BAR COMP	\$6.00	TOWEL BAR ONLY	\$2.00
TOWEL BAR BRACKET	\$2.00	TISSUE ROLLER BAR	\$2.00
CERAMIC SOAP DISH	COST	SOAP DISH	\$4.00
LAV FAUCET HANDLE CLEAR	\$9.00	PP LAV/SINK HANDLE CHROME	\$3.00
LAV STOPPER	\$2.00	CERAMIC TOWEL BAR	\$5.00
INDEX BUTTON H/C	\$1.00		
<b>STOP UPS</b>	<b>\$3.00</b>	<b>COMMODE</b>	<b>\$10.00</b>
<b>KITCHEN SINK/LAVATORY</b>		<b>PULL COMMODE</b>	<b>\$15.00</b>
SPRAY FOR WASP INSIDE UNIT	COST	CLEAN VENT FILTER	\$4.00
<b>MOVE OUT CLEAN UP COST</b>		<b>PER ROOM</b>	<b>\$10.00</b>

**REPAINT UNIT**

PRORATE:	FAMILY	SINGLE	LVRM-	\$37.00 (\$22.00 + LABOR)
1 YR	2/3	1/5	KITCH/PANTRY	\$37.00 (22.00 + LABOR)
2 YR	1/3	2/5	BDRM	\$25.00 (11.00 + LABOR)
3 YR	N/C	3/5	BTH/HALL	\$25.00 (11.00 + LABOR)



GOALS	OBJECTIVE	PERFORMED BY	PERSON RESPONSIBLE
Parade (Use van and take the Basketball Team) Football team (Meet with coach) Basketball Tournament (@ C.H.A.C Three teams) Fund Raiser (Get Donations from the community RAFFLE)	<ol style="list-style-type: none"> <li>1. Increase involvement of boys between the ages of 11-13 &amp; 13-18</li> <li>2. Increase good sportsmanship</li> <li>3. Increase the knowledge of the games.</li> <li>4. Increase community involvement.</li> </ol>	September 2001	Mr. Steven Coach Al Ms. Neal
Halloween Haunted House. (Meet with Mr. Anderson on 8-28-01 and plan)	<ol style="list-style-type: none"> <li>1. Increase community involvement.</li> <li>2. Create a safe place for children between the ages of 2-16</li> <li>3. Pass out Trick or Treat Candy and Hotdogs</li> </ol>	October 2001	Mr. Steven Ms. Neal Americorp Mr. Anderson with Safe Streets
Food Baskets for the Elderly (Start a Can Food Drive on 9-17-01)	<ol style="list-style-type: none"> <li>1. Increase community involvement</li> <li>2. Spread joy to the elderly.</li> <li>3. Increase working together as a team.</li> </ol>	November 2001	Mr. Steven Ms. Neal
Christmas Parade (Contact Alexandria JC's @ use the van age is open) Christmas Lights (Use the van to go to Natchitoches) Can Food Drive (Community Support)	<ol style="list-style-type: none"> <li>1. Increase community involvement.</li> <li>2. Spread joy to the public.</li> <li>3. Travel outside of Alexandria, La</li> <li>4. Educated children on Christmas.</li> </ol>	December 2001	Mr. Steven Ms. Neal
M.L.K Parade (Transport children by van age is open) Basketball Tournament	<ol style="list-style-type: none"> <li>1. Increase community involvement</li> <li>2. Educated children on M.L.K</li> <li>3. Show good sportsmanship</li> <li>4. Play other teams</li> </ol>	January 2002	Mr. Steven Ms. Neal
Sweetheart Dance (Contact DJ and the public)	<ol style="list-style-type: none"> <li>1. Increase involvement of boys &amp; girls between the ages of 4-18</li> <li>2. Increase socialization skills.</li> <li>3. Create a safe place for children between the ages of 4-18</li> </ol>	February 2002	Mr. Steven Ms. Neal
Baseball Team (Meet with the coach and contact the community)	<ol style="list-style-type: none"> <li>1. Increase involvement of boys between the ages of 9-12</li> <li>2. Increase the knowledge of the game.</li> <li>3. Increase good sportsmanship.</li> </ol>	March 2002	Mr. Steven Mr. Franklin Ms. Neal
Easter Egg Hunt (Buy supplies and contact the public)	<ol style="list-style-type: none"> <li>1. Create a safe place for children between the ages of 3-13.</li> <li>2. Promote good sportsmanship.</li> <li>3. Educated children on Easter.</li> </ol>	April 2002	Mr. Steven Ms. Neal
Dance (contact public and a DJ) Water Day (Buy supplies and have lots of FUN)	<ol style="list-style-type: none"> <li>1. Promote FUN, FUN, FUN</li> <li>2. Increase Involvement of children between the ages of 4-18</li> </ol>	May 2002	Mr. Steven Ms. Neal

<i>Goals</i>	<i>Objective</i>	<i>Implemented By</i>	<i>Tentative Date</i>	<i>Responsible Party</i>
Boy Scouts	<ol style="list-style-type: none"> <li>1. Increase involvement of boys between the ages of 7-12.</li> <li>2. Increase male leadership.</li> <li>3. Educate children about the Boy Scout.</li> </ol>	<p>Contact Boy Scout Office In Alexandria, LA</p> <p>Establish Troop Leaders.</p>	September 30, 2001	Mr. Franklin
Project Alpha	<ol style="list-style-type: none"> <li>1. To have a man to man talk with our young males.</li> <li>2. Educate our young males on various topics that effects them.</li> <li>4. Hayward center in Partnership with Alpha Phi Alpha Fraternity, Inc.</li> </ol>	Establish partnership.	October 31, 2001	Mr. Franklin
Can Food Drive	<ol style="list-style-type: none"> <li>1. Increase community involvement.</li> <li>2. Remembering those who less fortunate.</li> <li>3. Children working to together.</li> </ol>	Set up a location for can goods at the center.	November 30, 2001	Mr. Franklin Mr. Chark Ms. Gates Ms. Neal Ms. Hebert
Luncheon for Volunteers	<ol style="list-style-type: none"> <li>1. Show appreciation.</li> <li>2. Establish continuous support.</li> </ol>	Making contact with volunteers.	December 2001	Mr. Franklin
M.L.K. Parade	<ol style="list-style-type: none"> <li>1. Increase community involvement.</li> <li>2. Educate children on Martin Luther King.</li> </ol>	Transport children by van.	January 31, 2002	Mr. Franklin Mr. Chark Ms. Neal Ms. Shun Ms. Fannie
Black History Program	<ol style="list-style-type: none"> <li>1. Increase knowledge of black history.</li> <li>2. Recognize our heritage.</li> <li>3. Community involvement.</li> </ol>	Contact the public and community leaders.	February 28, 2002	Mr. Franklin Mr. Chark Ms. Neal Ms. Shun Ms. Hebert
Little League Baseball	<ol style="list-style-type: none"> <li>1. Increase kids involvement in organized sports.</li> <li>2. Develop teamwork and support.</li> <li>3. Provide a safe haven for our kids.</li> </ol>	Enter league play with the Alex. Little League through sponsorship and registration.	March 30, 2002	Mr. Franklin
Hayward Center Open House	<ol style="list-style-type: none"> <li>1. Increase awareness of the center.</li> <li>2. Increase community involvement.</li> </ol>	Contact the public and community leaders and agencies.	April 30, 2002	Mr. Franklin
Second Step and After School Close Out/Grad.	<ol style="list-style-type: none"> <li>1. Award our kids for their participation.</li> <li>2. Recognize completion of after school and second step.</li> </ol>	Center involvement.	May 2002	Mr. Franklin Mr. Chark Ms. Neal Ms. Shun Ms. Hebert

<b>Goals</b>	<b>Objective</b>	<b>Implemented By</b>	<b>Tentative Date</b>	<b>Responsible Party</b>
Drill Team Can Food Drive	<ol style="list-style-type: none"> <li>1. Increase involvement of boys and girls of ages.</li> <li>2. To improve in self discipline &amp; coordination</li> <li>3. Contribute to the need of the community</li> <li>4. Help members become good leaders.</li> </ol>	<p>Invite member to join &amp; participate</p> <p>Get members to bring can goods for donation.</p>	September 30, 2001	Ms. Gates
Halloween Hunted House Face Painting	<ol style="list-style-type: none"> <li>1. Increase community involvement</li> <li>2. Create a safe place for kids of all ages.</li> <li>3. Pass out Halloween candy</li> <li>4. Creating a character figure for kids without costumes</li> </ol>	<p>Event will take place at the CHAC</p> <p>Obtain paint from Mr. Robert Helire</p>	October 31, 2001	Ms. Gates Ms. Neal Mr. Chark Mr. Anderson Mr. Helire Americorp
Pecan Festival	<ol style="list-style-type: none"> <li>1. Increase community involvement</li> <li>2. Introduce kids to different arts and crafts</li> </ol>	Contact Colfax and use the van	November 30, 2001	Ms. Gates
Toy Drive Christmas Caroling	<ol style="list-style-type: none"> <li>1. Increase community involvement</li> <li>2. Adopt a family</li> <li>3. Spread Joy to the public</li> </ol>	<p>Increase community involvement</p> <p>Adopt a Family</p> <p>Spread joy</p> <p>Christmas decor</p>	December 31, 2001	Ms. Gates
Martin Luther King Drill Team	<ol style="list-style-type: none"> <li>1. Increase leadership</li> <li>2. To teach basic military moves</li> </ol>	Use van to transport drill team	January 31, 2002	Ms. Gates Mr. Chark
Sweetheart Dance Dance Off to "The Oldies"	<ol style="list-style-type: none"> <li>1. Increase showmanship</li> <li>2. Increase socialization skill</li> <li>3. Create a safe place for children between the ages of 4-18</li> <li>4. Introduce and teach children a different type of dance in a different but fun era.</li> </ol>	Contact DJ and the public along with different dance groups to come perform	February 28, 2002	Ms. Gates Mr. Franklin
Spelling Bee 1 <sup>st</sup> Annual Hayward choir contest	<ol style="list-style-type: none"> <li>1. Increase knowledge</li> <li>2. A form of educated completion</li> <li>3. Increase good sportsmanship</li> <li>4. To give the choir the honor of hosting something of their own also contacting the Woodale community to select a panel of judges.</li> </ol>	<p>Obtain material from schools ages 7-12</p> <p>Obtain monies from the arts budget to buy trophies for the participants</p>	March 31, 2002	Ms. Gates Ms. Neal
Easter Egg Hunt Easter Egg Design Contest	<ol style="list-style-type: none"> <li>1. Create a safe place for children between the ages of 3-13.</li> <li>2. Promote good sportsmanship.</li> <li>3. Educate children about Easter and what it really means to us.</li> <li>4. To skillfully create an original egg using paints not dye.</li> </ol>	Buy supplies and have the competition between different age groups	April 30, 2002	Ms. Gates
Graduation Choir, Dance, and Drill Performances Water Day	<ol style="list-style-type: none"> <li>1. Increase involvement of children between the ages of 4-18</li> <li>2. Perfecting the children's performance in front of an audience.</li> <li>3. To show our perfection in contemporary dance.</li> <li>4. To introduce the drill team to the community of Woodale.</li> </ol>	<p>Contact public and DJ</p> <p>Buy supplies and have lots of FUN</p>	May 31, 2002	Ms. Gates



**AHA**  
**THE HOUSING AUTHORITY**  
**OF**  
**THE CITY OF ALEXANDRIA, LA.**

**PERSONNEL POLICIES AND**  
**PROCEDURES MANUAL**

**EXECUTIVE DIRECTOR**

**WANDA HALL DAVIS**

**ALEXANDRIA HOUSING AUTHORITY**  
**ALEXANDRIA, LOUISIANA 71306-1219**

**PERSONNEL POLICIES AND  
PROCEDURES MANUAL**

**for the**

**HOUSING AUTHORITY**

**of**

**ALEXANDRIA, LA.**

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## **BOARD OF COMMISSIONERS**

Chairman	.	.	.	.	Henry Lazarone
Vice - Chairman	.	.	.	.	Joseph Belvin
Commissioner	.	.	.	.	Samuel McKay
Commissioner	.	.	.	.	Morris Doss
Commissioner	.	.	.	.	George Williams

**Executive Director**

**Wanda Hall Davis**

I.  
STATE CIVIL SERVICE

Employment at AHA is governed by the provisions of Article X, Section 10 of the Louisiana State Constitution, and the Rules and Regulations of the Civil Service Commission of the State of Louisiana. A copy of Civil Service Rules shall be available in the AHA office for review. Rules regarding Hiring, Full-time Status, Classification, Pay, Leave, Prohibited Activities, Disciplinary Action and Rights of Appeal are contained in the Civil Service Rules.

The procedures contained in this AHA Personnel Manual are consistent with the State Civil Service Rules, and any references in this Manual to rules are those rules set forth in the State Civil Service Rules.

II.  
RECRUITMENT PROCEDURES

When a job vacancy exists other than the position of Executive Director, the Executive Director should insure that a personnel notice is complete and forwarded to all personnel. Job vacancies shall be posted on all bulletin boards at the AHA central office and throughout all AHA developments. In addition, the Executive Director shall publish job vacancies in the local newspaper. If a vacancy is posted, it will be posted for a period of at least seven (7) working days. Any extension of closing dates shall be posted and noticed as above. Applications for employment are available at the AHA central office. All interested persons are welcome to apply to fill a vacant position. All applications must be received at the AHA central office by the closing date and time designated on the postings. All applicants must be prepared to take pre-employment testing as may be required by State Civil Service and AHA. The medical portion of the test shall include drug testing and is a requirement of all employment candidates prior to employment. The AHA will also check with Law Enforcement upon conducting background check.

III.  
HIRING PROCEDURES

The Executive Director will screen applicants to determine whether they meet the minimum criteria for the job as described in the job description for the job sought, and will perform a thorough background check on each applicant. Applications of those applicants who meet or exceed the minimum job criteria and have a positive background check are forwarded to the department doing the hiring so that he/she can further screen the applications to select the most qualified applicants. The supervisor of the department doing the hiring selects the applicant who will be recommended for hire. Such recommendation is forwarded to the Executive Director, who must approve the selection prior to hiring. If an individual gives false information during any stage of the employment process, he/she shall be denied employment with AHA.

The offer is contingent upon the applicant successfully passing his/her physical examination. If traces of illegal narcotics or controlled substance is found during the physical examination, the applicant shall be denied employment.

IV.

## PHYSICAL EXAMINATION

If you accept AHA's oral offer for employment, you will be required to successfully complete a physical examination.

The examination will be performed by a licensed physician retained and paid by the AHA. Any employee who has been laid off shall be subjected to a physical examination by a licensed physician retained and paid by AHA if the employee is recalled anytime after the thirtieth (30th) day the employee has not worked for AHA, the physical examination shall include a urine and blood test. If an applicant refuses to give appropriate blood and urine sample, he/she shall be denied employment.

## V. NEW EMPLOYEE

You have been selected for hire and have accepted AHA's offer of employment; the Executive Director will provide you with general information about AHA, including its functions, operations and goals. You will receive a parking permit, if necessary, for your work site, a copy of the Personnel Policies and Procedures Manual, which you will be expected to read and sign acknowledging that you fully understand said policy, and information about our benefits program, including the pension plan.

You will also receive 2 photo identification cards. Your photo identification card should be used as evidence of your employment with AHA. It is your responsibility to protect your card and use it properly. If you lose your identification card, you will be required to pay a replacement cost of \$5.00. However, if your I.D. card becomes illegible due to normal wear and tear, a duplicate will be made at no extra cost. When you receive your new I.D. card, you should return the old I.D. card to the Executive Director.

Also during this time, your immediate supervisor will give you a tour of the office building and your personal work space so that you can meet other employees and become acquainted with department procedures and rules.

## VI. EMPLOYEE STATUS

Each employee will be included in one of the following categories, depending on his/her regularly scheduled work week:

### A. Probationary Employee

You are a probationary employee if you are a new employee who has been hired to fill a full-time position. You shall be a probationary employee for the first six (6) months of your employment. After completion of six (6) months of employment, you shall become a full-time employee, unless the probationary period is extended by your Executive Director. As a probationary employee you may be eligible for group insurance benefits on the first of the month following one (1) month of employment.

### B. Full-time Employee

You are a full-time employee if you have successfully completed your probationary period and have a work schedule of at least forty (40) hours per week.

### C. Part-time Employee

You are a part-time employee if you have successfully completed your probationary period and have a work schedule of less than (40) hours per week.

You are a part-time employee if you are hired to fill a position created for a specific project. Positions to be filled by a part-time employee are not required to be posted.

In this position, you will be under 1099 status, that is, no federal withholding taxes, Social Security, State tax and pension plan contribution will be deducted from your paycheck.

### D. Restricted Employee

You are a restricted employee if you have been hired to fill a vacancy temporarily created in a full-time position. As a restricted employee, you may not work for more than three (3) months unless the

period is extended by the Executive Director and approved by State Civil Service. You are not eligible for benefits.

E. Resident Employee

You are a part-time employee if you are a resident of AHA hired for a maximum of four (4) hours per day. All taxes are withheld and income is calculated in determining your rate of rent. Employment depends on your productivity and the availability of funds for this position.

VII.  
PROBATIONARY PERIOD

Your first six (6) months to one (1) year of employment are considered the initial probationary period. During this period you should make every effort to learn your job and to familiarize yourself with your work. Until you have successfully completed this probationary period, you are ineligible for promotion or transfer into other classifications. At least once after the third month and before the fifth month of probation, you and your Executive Director will review your progress toward becoming a permanent employee. Your Executive Director will describe the ways in which you are or are not meeting the requirements of the job, and offer specific criteria, help and advice in an effort to help you improve your performance. Your Executive Director will prepare a conference form which you should sign. You will receive a copy, a copy will be filed in your personnel file, and your Executive Director will retain the original. At the end of five (5) months, an Employee Performance Review will be completed by your Executive Director which you will read, discuss and sign. Your signature on these progress reports indicates that the performance review has been conducted. Usually it is at this time that the decision is made whether to retain you as a permanent employee. However, in some instances, your immediate supervisor may recommend that your probationary period be extended for ninety (90) days if there are circumstances which impede your immediate supervisor from making a clear and objective evaluation of your performance. Probationary extensions are subject to approval by the Executive Director. If at any time during your probationary period you fail to perform satisfactorily and/or do not respond to counseling and/or training, action may be taken by your immediate supervisor to recommend termination of your employment with AHA. Your immediate supervisor's decision must be based on proper documentation. The Executive Director must approve the termination for it to take effect.

If you are dismissed during any probation period for any reason other than discrimination on the grounds of race, sex, creed, color, or handicap, you have no right to grieve the dismissal. However, you are encouraged to participate in an exit interview.

VIII.  
HOURS OF WORK

The work week for the permanent full-time employee consists of 40 hours and is from 8:00 to 4:30 Monday through Friday, for clerical and administrative employees. A one half hour lunch period is included in the work hours. Maintenance employees work 7:30 to 4:30 p.m., with one hour lunch. All employees shall be entitled to two (2) fifteen minute breaks; one in the morning and one in the afternoon.

Department heads may, with the approval of the Executive Director, establish other schedules of working hours for those employees who are required to work on shifts or during periods other than regular working hours because of the nature of the work performed.

### BREAKS AND LUNCH

Lunch breaks are thirty (30) minutes for Administration Staff and one (1) hour for Maintenance Personnel and should be taken between 12:00 noon and 1:00 p.m. No exceptions are allowed unless granted by the department head, but if the department head is not available then you should contact the Director or Assistant Director. Morning and afternoon breaks are fifteen (15) minutes each. Morning breaks must be taken between 9:30 a.m. and 10:30 a.m. and the afternoon breaks must be taken between 2:30 p.m. and 3:30 p.m. Any employee leaving the job must record the destination and time of departure by clocking out on proper time cards. Upon returning, the actual time of return should be clocked in on time card.

### IX. OVERTIME

The employee who has been authorized by the Executive Director to work overtime hours shall select and use one of the applicable options listed below for those overtime hours actually worked in excess of 40 hours per week. Only options 1 or 2 under Rule 6.20 (a) shall be used for overtime work by employees.

#### Options

- (1) Cash payment at time and one-half rate.
- (2) Compensatory leave earned at time and one-half rate.

### X. PAYDAY

Employees shall be paid every two (2) weeks. Federal withholding taxes, Social Security and pension plan contributions are automatically deducted from your paycheck if applicable. You may, by written authorization, authorize additional deductions for insurance premiums, charities, or other reasons as appropriate.

### XI. RECORDING HOURS WORKED

All employees are to use the employee time clock to document hours worked, overtime hours earned and leave time taken. The employee shall be provided with a time clock printout of hours worked at the end of each pay period and the employee is to sign the card as verification of work performed.

### XII. EMPLOYEE CHANGE OF STATUS

All requests for changes in employee status must be on a personnel notice form and must be approved by the Executive Director.

A. Detail to Special Duty

During your career with AHA you may be asked by the Executive Director for a period not to exceed thirty (30) days to assume greater responsibility than your present position requires. This is known as “detailed to special duty” and is a result of a variety of circumstances. You will be compensated for your new status in accordance with the salary range for that position. This determination is made jointly by the Executive Director and head of the department where the vacancy exists. Your “detail to special duty” can be extended beyond ninety (90) days with the approval of the Executive Director and State Civil Service Commission. The vacancy filled by a “detailed to special duty” employee is not required to be posted. However, if the vacancy is posted and if you choose to apply for the vacancy, you will be considered for this vacancy on a permanent basis along with the other qualified applicants.

B. Promotions

All eligible employees who wish to be considered for any job vacancy posted and noticed shall submit an application for the position and a letter of interest to the Executive Director. Full time employees who qualify for the vacancy shall be given first consideration. However, the most qualified applicant will be chosen.

If you are selected for a higher paying position, you will be paid a salary appropriate for that position.

You will undergo a ninety (90) day evaluation period. Your immediate supervisor may extend the evaluation period for up to thirty (30) days to ensure a clear and objective performance evaluation. Your immediate supervisor shall discuss the evaluation with you and shall document the results of the evaluation on the conference form.

C. Transfers (Section Change)

A transfer occurs when an employee moves from one job to another job without change in compensation. You may be transferred within AHA to jobs where your skills can best be utilized. All transfers will be subject to the current and projected needs of AHA. The primary considerations used in making transfers will be requirements of AHA and your employment record. Factors to be considered in the employment record are seniority, attendance, safety record, job performance and date of request. You may request a transfer to move from one position to another of equal status if you have successfully completed your initial probationary period.

If you are transferred, you will undergo an evaluation period of ninety (90) days. Your immediate supervisor may extend the evaluation period for an additional thirty (30) days to ensure a clear and objective evaluation of your performance. Any extension of the ninety (90) day evaluation period is subject to the approval by your department head. Your immediate supervisor will discuss the evaluation with you and shall document the results of the evaluation on the conference form.

D. Work Site Reassignments

A work site reassignment occurs when you are relocating from one AHA location and/or facility to another. Your department head may require you be reassigned from one job site to another. You may be reassigned when your department head believes your skills can be better used at a different site. Work site reassignment scheduling is the right of management. If you are reassigned you will not be subject to an evaluation period and you will not have the right to grieve the reassignment.

E. Demotions

If you are not suited for the duties and responsibilities of your current position, your position may be reduced along with your salary, subject to the approval of the Executive Director and State Civil Service. If you request consideration for a lower paying job, you must accept the salary appropriate for that job level. If you are demoted, you are subject to a ninety (90) day evaluation period. Your Executive Director may extend the evaluation period for thirty (30) days to ensure a clear and objective evaluation of your performance. Your Executive Director shall discuss the evaluation with you and document the results on the AHA conference form.

F. Job Duties and Assignment

Your supervisor has the right to assign work duties and assignments from time to time which may differ from those in your job description as long as they are generally related.

XIII.

EMPLOYMENT DEVELOPMENT AND TRAINING

Training and education programs are provided through on-the job training programs, in-service training programs and job related training programs to improve the capabilities of our employees in performing their assigned duties and preparing them for opportunities for career development. The Executive Director and other supervisors are responsible for identifying and describing needed training. Funds for any training program must be approved in writing by the Executive Director.

XIV.

ANNUAL SERVICE RATING

Each AHA employee will be evaluated on an annual basis by his/her immediate supervisor. The purpose of the evaluation is to rate the employee's performance in a fair and equitable manner.

Upon completion of the evaluation, your supervisor(s) will meet with you and explain the rating process. This discussion outlines the steps necessary for you to attain a satisfactory service rating at the next evaluation period. Even if you disagree with your evaluation, it must be signed. Your signature indicates that the evaluation has been reviewed and explained to you. Your supervisor also signs the evaluation. If the employee does not sign the evaluation, the supervisor shall obtain a witness to observe the refusal. The supervisor should have the witness sign the evaluation form.

Those employees who receive unsatisfactory service ratings may appeal to the State Civil Service Commission within thirty (30) day of notification of the rating.

XV.  
MERIT INCREASE

A newly-hired employee in a permanent position shall serve a probationary period of at least six (6) months to one (1) year. At the end of their probationary period, the employee may be eligible for, and given, permanent status and a merit increase. The date of full-time status establishes the employee's anniversary date. Annually thereafter, the employee is eligible for a merit increase up to the maximum allowed under the State Civil Service pay plan.

The merit increase is not automatic. It is based on performance evaluation. To be eligible for a merit increase, an employee must receive the status of good or better in performance and must not have used more than 126 hours of sick leave in the rating year. Sick leave under 126 hours will be evaluated as to cause and usage to determine whether you will receive a merit increase.

When the merit increase is denied solely because of excessive sick leave, the employee shall be re-rated in six (6) months. If the employee maintains good or better performance and substantial improvement is shown in sick leave when re-rated, the employee may be granted a merit increase.

XVI.  
DRESS CODE

1. Garments for male employees shall be limited to uniforms, sport shirts or dress shirts (ties optional), tailored suits, sport coats, sweaters, slacks, laundered or ironed blue jeans, and jogging suits. Jumpsuits and tee shirts are not acceptable for work.
2. Garments for female employees shall include dresses, suits, sweaters, coordinates, tailored pants, or laundered or iron blue jeans. Blue jeans revealing or too tight jumpsuits, halter tops and tee shirts are not acceptable for employees.
3. Shoes should be safe and comfortable. Footwear such as slippers, house shoes, and knitted socks may not be worn during working hours.
4. Items of clothing with obscenity, nudity or other suggestive designs may not be worn.
5. Maintenance and field workers must wear safety shoes, gloves, and other protective equipment when performing certain jobs. Uniforms provided to maintenance must be worn.
6. Proper grooming, including neat and clean personal appearance, is expected of all employees.
7. Casual day is on Friday, if there's no special event at office, blue jeans with pull overs are permitted. Revealing or tight clothing are not acceptable for employees.

Employees who violate this code, and/or supervisory personnel who permit their staff persons to violate these requirements, will be subject to disciplinary action. The above codes can be deviated from for special events or circumstances sanctioned by the AHA Executive Director.

XVII.  
ATTENDANCE AND TARDINESS

The efficient operation of our organization depends on a full complement of employees in each department, therefore, reporting late to work and absenteeism is serious. You must notify your supervisor no later than 8:00 a.m. on the first day of your absence and state the day you intend to return to work. All leave must have the express approval of the supervisor. If you know you will be late in reporting to work, you should telephone your supervisor and inform him/her of your expected arrival time so that the supervisor can plan accordingly.

When you are tardy, your department head shall subject your wages to a deduction appropriate to the amount of time you are late. If you are tardy three (3) days within a thirty (30) day period, you may be subject to disciplinary action.

Unexcused absence is absence from work without your supervisor's permission. Unexcused absence is without pay and subjects you to disciplinary action.

XVIII.  
DRUG-FREE WORKPLACE

AHA seeks to have a drug-free workplace. In accord with the Drug-free Workplace Act of 1988 and to promote drug-free awareness among employees, AHA, through posting of notices and discussions with employees, will inform employees that:

1. Drug abuse in the workplace creates a dangerous environment in the workplace for the employee engaged in the drug abuse and endangers the health, safety and welfare of all employees and other persons in the workplace.
2. It is the policy of AHA to maintain a drug-free workplace. The illegal manufacture, distribution, possession or use of drugs, or acting under the influence of drugs, in this workplace is strictly prohibited.
3. Information will be available on a confidential basis from the Executive Director on public and private drug counseling, rehabilitation, and employee assistance programs upon the request of any employee.
4. Penalties may be imposed upon employees for drug use violations, up to and including termination of employment.

Termination proceedings shall not be initiated in the case where the employee:

1. Voluntarily identifies himself as a user of illegal drugs or who volunteers for drug testing prior to being identified through other means;
2. Obtains counseling or rehabilitation through an approved drug counseling and assistance program; and
3. Thereafter refrains from using unlawful drugs.

Prior to successful completion of rehabilitation through an approved drug counseling and assistance program, no employee who is found to use unlawful drugs shall be assigned to or remain in the following employee positions:

1. Driver of an AHA vehicle,
2. Operator of any dangerous tool or equipment,
3. Cashier,
4. Security Guard/ Security Police
5. A position that requires entry into a resident's apartment as a regular part of the scope of employment.

Any employee who is found to use unlawful drugs and refuses to obtain counseling or rehabilitation through an approved drug counseling and assistance program, or who does not thereafter refrain from use of unlawful drugs shall be terminated.

#### XIX. ALCOHOL ABUSE

The excessive use of alcohol endangers the health, safety, and welfare of all employees, residents, and other persons in the workplace. The abuse of alcohol diminishes productivity and increases absenteeism. Working under the influence of alcohol is defined as the effect produced upon the mind or body by drinking intoxicating beverages to such an extent that the normal condition of the subject is changed and his capacity of rational action and conduct is lessened. Disciplinary actions shall result for any employee working while under the influence of alcohol up to and including termination of employment.

#### XX. DRUG AND ALCOHOL TESTING PROGRAM

1. Drug Testing

All employees are required to execute the *"ACKNOWLEDGMENT OF EMPLOYEE DRUG/ALCOHOL TESTING POLICY"* that is attached hereto.

All employees are encouraged to voluntarily submit to authorized drug testing as the first step towards seeking appropriate counseling and rehabilitation assistance.

## 2. Drugs to be test for

When drug and alcohol screening is required under the provisions of this policy, a urinalysis or blood test will be given to detect the presence of the following drug groups:

- a) Alcohol (ethyl)
- b) Amphetamines (e.g., speed)
- c) Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g., Quaalude)
- f) Opiates (e.g., Codeine, Heoin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- I) Other unlawful drugs, including use of prescription drugs not prescribed for the individual or used in excess of prescribed dosages.

## 3. Job Applicant Testing: General Standard

All persons considered for employment for any permanent full-time classified or unclassified position with AHA will be required to undergo a drug and alcohol test upon selection as the leading candidate for the position prior to their final appointment.

## 4. Current Employee Testing: General Standard

AHA may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means a belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- a) Direct observation of drug or alcohol use
- b) A pattern of abnormal or erratic behavior and mood changes
- c) Information provided by a reliable and credible source

- d) A work-related accident
- e) Presence of the physical symptoms of drug or alcohol use
- f) Arrest for misdemeanor or a felony related to, or involving the possession, use or sale of alcohol or unlawful controlled substances during working hours
- g) Decreased productivity
- h) Unusual absenteeism and tardiness
- i) Frequent or prolonged absence from the work area
- j) Increased personal phone calls
- k) Changes in habit, or
- l) Preoccupation with personal problems

Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the Executive Director.

The Executive Director or his authorized representative shall make the final decision as to whether or not a test should be conducted.

Employees who participate in a drug or alcohol counseling or rehabilitation program may be required to take a drug or alcohol test as a part of, or as a follow-up to counseling or rehabilitation for unlawful drug use.

#### 5. Supervisor Training

AHA shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use.

#### 6. Employee Training

AHA shall develop a program of training to inform workers about the dangers of drug and alcohol use, penalties for using them at work and available counseling programs.

#### 7. Prior Notice of Testing Policy

AHA shall provide a copy of this policy to all employees and job applicants.

#### 8. Tampering with Test Procedure

If an individual being tested is found to be tampering with the testing procedures, attempting to falsify a specimen or to invalidate the chain of custody, that individual is immediately disallowed from continuing testing and the individual will be treated as if a positive test result had been obtained.

9. Consent

Before a drug and alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the employer, tested employee or applicant. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of AHA's drug testing policy.

10. Refusal to Consent: Applicants

A job applicant who refuses to consent to a drug and alcohol test will be denied employment with AHA and may not re-apply for a one year period from the date of refusal. Reasons for refusal shall be documented in writing by the Executive Director.

11. Refusal to Consent: Employees

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action in accordance with Civil Service rules up to and including termination. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. Reason(s) for refusal shall be documented in writing by the employee's supervisor and the Executive Director.

12. Confirmation of Test Results

An employee or job applicant whose drug test yields a positive result shall be give a verification test using a gas chromatography/mass spectrometry (GC/MS) test or other comparable reliable analytical method. The verification shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.

If the verification confirms the positive test result, the employee or applicant shall be notified of the results in writing by the Executive Director or his authorized representative. The letter of notification shall identify the particular substance found and its concentration level.

13. Consequences of a Confirmed Positive Test Result

Applicants: Job applicants will be denied employment with AHA if their initial positive test results have been confirmed. Applicants shall be informed in writing if they are rejected on the basis of a confirmed positive drug test result and may not re-apply for employment for a period of one (1) year from the date of notification.

Employees: If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the

appropriate disciplinary response include, but are not limited to, the employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. Unless other causes exist, no disciplinary action will be taken against employees who voluntarily identify themselves as drug or alcohol abusers, obtain counseling and rehabilitation through substance abuse assistance programs, and thereafter refrain from violating AHA's policy on drug and alcohol abuse. However, these employees will be required to take sick leave or leave without pay until they are rehabilitated. DHA is not responsible for the cost of obtaining counseling and rehabilitation.

14. The Right to a Hearing

If an employee's positive test result has been confirmed, the employee is entitled to an interview with his/her supervisor, and the Executive Director before any disciplinary action may be taken by AHA. The employee must make a written request for a hearing to the Executive Director within twenty-four (24) hours of receipt by the employee of the confirmation test results.

An employee may appeal an adverse decision to the Civil Service Commission in accordance with Civil Service rules.

15. Confidentiality of Test Result

Except for disciplinary hearings before the Civil Service Commission proceedings related to an action under R.S. 23:1601(10) in a claim for unemployment compensation, hearing, or civil litigation where drug use by the tested employee is relevant, all information from an employee's or applicant's drug and alcohol test is confidential and only the employer, tested employee or applicant, or authorized agents of the employer or employee or applicant are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

16. Notification to Employer

All employees are required to notify their employer if they are convicted of any drug crime within five (5) days of such conviction. Failure to report shall result in appropriate disciplinary action.

17. Privacy in Drug Testing

Drug testing shall be done in such a manner that will ensure as much privacy as practicable to the person being tested.

XXI.

SMOKE FREE WORK AREA

There shall be no smoking within AHA offices or building except in designated smoking areas.

XXII.

DRUG AND ALCOHOL ABUSE TRAINING

1. Employee: All employees will receive sixty (60) minutes of training annually. It will cover the following topics:

- a) Effects and consequences of controlled substance abuse on personal health safety and the work environment.
- b) Explanation of Drug and Alcohol Program.
- c) Explanation of any changes to Drug and Alcohol Program.

2. Supervisors: All supervisors will receive sixty (60) minutes of training annually. The training will cover the specific and contemporaneous physical, behavioral and performance indicators of probable prohibited drug use.

### XXIII. SEXUAL HARASSMENT

Sexual harassment is specifically forbidden and a cause for disciplinary action including termination. Sexual harassment is the unwelcomed sexual advances, request(s) for sexual favors, or verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition which may include but is not limited to employment, promotion, annual/merit increase, or (2) submission to or rejection of such conduct is used as the basis for employment decisions, or (3) such conduct has the purpose or effect of unreasonable interfering with work performance or creating an intimidating, hostile or offensive working environment.

### XXIV. DISCIPLINARY PROCEDURES

You should be aware of personal and professional conduct, which are expected of you as an AHA employee. Every organization must have certain rules in order to operate in an orderly manner to encourage cooperation between employees, and to assist in properly respecting the rights and interests of others. While this manual is not intended to cover every element of common sense conduct, it presents the basic principles that the Board and our Executive Director consider necessary for AHA to operate efficiently.

### XXV. CONFLICT OF INTEREST

AHA employees are cautioned to be aware of potential program abuse that may be interpreted as an act of conflict of interest which may result in disciplinary action up to and including immediate termination. A conflict of interest generally occurs when you receive a personal benefit over and above your AHA salary while and/or for performing your job duties. The conflict results because instead of working to benefit AHA you are working to benefit yourself. You should even avoid

participating in any action or activity which appears to be a conflict of interest. Potential program abuse includes, but is not limited to the following:

1. Purchase of, making personal use of, or acceptance without charge of AHA supplies, equipment, vehicles, tools, materials, or other personal property, including salvage items.
2. Acceptance of gifts or gratuities of value from any firm or person with whom AHA does business.
3. Willful acceptance of units not meeting the housing quality standards.
4. The acceptance of kickbacks.
5. Intentional violations such as incorrect calculations of total resident payment or housing assistance payments/payment standards, and incorrect determinations of family eligibility. This might involve certifying applicants as eligible when otherwise ineligible, coaching applicants or changing an applicant's position on any waiting list.
6. Providing and/or receiving unwarranted preferential treatment or consideration to or from an outside entity or individual.
7. Voluntarily acquiring any interest/benefits, direct or indirect, in property located within an DHA development or any contract connected with an DHA development before the project is completed.
8. Failure to adhere to Section 515, Part A, of the Annual Contributions Contract which reads as follows:

“Neither the local authority nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement, in connection with any project or any property included or planned to be included in any project, in which any member, officer, or employee of the project, in which any member, officer, or employee of the local authority, or any member of the governing body of the locality in which the authority was activated, or any other public office of such locality, or localities who exercise any responsibilities or functions with respect to the project during his tenure or for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the local authority, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the local authority and such disclosure is entered upon the minutes of the local authority, the local authority, with the prior approval of the government may waive the prohibition contained in this subsection provided, that any such present member, officer, or employee of the local authority shall not participate in subcontract or arrangement.”

## XXVI. MISCONDUCT

You may be disciplined for misconduct. Misconduct includes, but is in not way limited to:

1. Sleeping, loafing, idleness, failing to start work at the proper time, or leaving work without permission.
2. Posting or distributing unauthorized pictures, posters, or literature, including political material on AHA property. Authorization to conduct these activities rests with the Executive Director.
3.
  - a) Performing personal work on agency time for yourself or residents of AHA, or anyone else except as authorized by your supervisor.
  - b) Receiving anything of value (other than the approved AHA wages and benefits to perform a duty or work expected of you within the scope of your employment).
4. Drunkenness, use of illegal drugs, and/or possession of alcoholic beverages or illegal drugs.
5. Theft of any kind.
6. Removal of AHA property, other employee or resident property without obtaining permission from your supervisor or Executive Director. The supervisor or Executive Director must be informed of what is being taken, for how long and when it is to be returned.
7. Willfully abusing, damaging, misusing, defacing or destroying AHA property or equipment in any way.
8. Using abusive language, obscene behavior, and/or profane conduct toward any supervisor, landlord, employee, resident or visitor.
9. Gambling on AHA premises or during work hours.
10. Failure to comply with appropriate health, safety rules and regulations, practices and procedures, and/or failure to report an on-the-job injury or illness immediately.
11. Insubordination, refusal to do assigned work or failure to carry out an order from your supervisor.
12. Possession of firearms, explosives, or weapons on AHA property, except as authorized by the Executive Director.
13. Absenteeism and/or tardiness, including any unexcused absence.
14. Abandonment of job.
15. Falsification of agency records, including time cards or any document submitted to agency.
16. Fighting or attempting bodily harm to another on AHA property.

17. Deliberately concealing defective work.
18. Violation of any criminal laws or the commission of any offense involving moral turpitude which affects the normal discharge of the employee's duties and responsibilities to other employees.
19. Negligence or carelessness resulting in damage of AHA property or equipment, jeopardizing the safety of employees, or resulting in personal injury to another person.
20. Falsification of records of persons enrolled in any AHA program.
21. Poor or unsatisfactory job performance.
22. Negligence in performance of duties.

23. The release of any information deemed private and/or undisclosable by federal, state or local law. Should you have questions as to whether any information is deemed private and/or undisclosable you should seek clarification from the Executive Director.

24. Visiting other departments or being away from your work station without your supervisor's knowledge.

25. Any act of discrimination or sexual harassment, or failing to report any such act, whether against you or another, to your supervisor, Assistant Executive Director or the Executive Director.

AHA is not limited to the above offenses as far as disciplinary action is concerned. You will be disciplined for participating in any of the aforesaid activities according to the severity of the action and/or the number of previously documented violations.

In the event you fail to act in compliance with AHAs requirements, you will be subject to any of the following disciplinary actions.

The following disciplinary procedures, with one not being a prerequisite for another, may be taken against an employee for any act of misconduct and/or poor job performance.

A. Verbal Counseling/Oral Reprimand

If you fail to comply with agency rules, regulations, policies or have otherwise committed acts of misconduct and/or have shown minor problem(s) meeting job standards you may be subject to verbal counseling. Verbal counseling is used when your supervisor believes you might not have been fully aware of the problem and that once you understand the problem, you will correct it.

Procedure:

a) Your supervisor will identify and discuss problem areas to try to eliminate possible misunderstandings.

b) He/she will suggest corrective measures for the cause(s) of the problem area.

c) Your supervisor will outline what is required of you.

d) You may be warned that any repetition in these areas may result in you receiving a stiffer penalty.

e) Your supervisor will document this action on an employee conference form.

B. Written Reprimand

The written reprimand should emphasize the importance of the employee's situation when misconduct has been committed or performance has been below standards.

Although the written reprimand is not a prerequisite for further disciplinary action, any three (3) such reprimands within a sixty (60) day period will require stricter disciplinary action such as demotion, probation, suspension without pay or termination.

Procedure:

a) Your supervisor will discuss the act of misconduct with you. He/she will review any previous discussions on the subject. If the problem is your job performance, your supervisor, in writing, will describe the deficiency, indicate corrective actions and determine if improvement is achieved within that required time.

b) A copy of the written reprimand, dated and signed by the appointing authority will be sent to the Executive Director to be filed in your personnel file.

### C. Demotion

You may be demoted for misconduct and/or unsatisfactory job performance. Demotion is used when continued and varied problems required discipline more severe than reprimand. If you are demoted, you are subject to a ninety (90) day evaluation period. Your immediate supervisor may extend the period for thirty (30) days to ensure a clear objective evaluation of your performance. Your immediate supervisor shall discuss the evaluation with you and document the result on the AHA conference form.

### D. Suspension Without Pay

You may be suspended from active duty for misconduct or poor performance when the problem areas are clearly documented by your supervisor subject to approval of the Executive Director. Your suspension is effective upon approval by the Executive Director. When you are suspended, you shall lose all rights to wages during the period of suspension, but you do not lose other employee rights and benefits.

Suspension for cause occurs when your employment has been suspended by AHA due to misconduct, negligence, or meeting the standards established by AHA, violation of policies, procedures, rules and/or poor performance connected with the job.

Procedure:

a) If your supervisor's decision is to suspend you without pay for misconduct, the supervisor will meet with you and discuss the problem and any previous disciplinary actions as applicable. Your supervisor will prepare a written statement which will state how long the suspension is to last and that any additional problem would subject you to termination.

If you are to be suspended for poor job performance, you can be placed on a performance evaluation period upon your return to work, specific areas in writing will be defined, standards will be set, short and long-term goals will be stated and defined. Short-term goals should be met within thirty (30) days and long-term goals should be met within one hundred twenty (120) days. If you timely meet your short-term goals, you should be permitted to attempt to achieve your long-term goals. The written statement prepared by your supervisor

will inform you of the consequences of your failure to bring your conduct and/or performance up to the required level and will be given to you.

- b) The statement is to be signed and dated by you and your supervisor.
- c) A copy of the statement will be sent to the Executive Director to be place in your file.
- d) Upon your suspension, you must turn in all AHA property to the supervisor taking such action.

#### E. Voluntary Termination

1. Resignation - If you resign your employment with AHA, you are encouraged to submit a two (2) weeks advance notice in writing of your resignation. The notice should state the effective date of your resignation.

2. Abandonment of Position - If you are absent from work without properly notifying a supervisor within your department for one (1) day, you are considered to have abandoned your employment. An employee who abandons his/her position shall immediately lose all rights as an employee except those stated in involuntary termination.

3. Retirement - Normal retirement date reached in accordance with the provisions of the retirement plan.

#### F. Involuntary Termination

Only the appointing authority can terminate an employee. The appointing authority is the Executive Director subject to the approval of the Board of Commissioners. When your supervisor wishes to recommend termination for cause, he/she shall submit written recommendation to the Executive Director. Cause may include, but is not limited to, inability to satisfactorily perform job duties, absenteeism, negligence or misconduct.

#### G. Exit Interview/Final Payment

Upon termination you are required to return to your immediate supervisor all AHA property issued to you and/or in your possession. You are required to participate in an exit interview with the personnel manager. The purpose of the exit interview is to ensure that the appropriate termination procedures have been followed. During the exit interview you will return your AHA identification card and other AHA equipment and/or material in your possession.

You may be eligible for payment of accrued annual leave not to exceed three hundred (300) hours. However, before such payment is made, you must settle any and all monetary indebtedness to DHA. If you voluntarily terminate your employment with DHA, your final paycheck will be available no later than the regular payday following the date of termination but all effort will be made to issue the check during an exit interview. In cases where your employment is terminated, your final paycheck will be issued within seventy-two (72) hours of the date of such termination. All DHA equipment

and materials, including the identification cards, must be returned during the exit interview, but in any event before final payment is made.

#### H. Chain of Command

It is the intent of the authority to solve problems in house. The method of problem solving encompasses the following steps: Employee should consult their immediate supervisor first. If the employee is not satisfied with the result, he/she should request a meeting with the Executive Director. If the employee is not satisfied with the result, he/she should request that the Executive Director place his/her name on the agenda for the next board meeting of the Board of Commissioners. The last step is to request from the Executive Director a meeting with Civil Service.

### XXVII. RIGHTS OF APPEAL

An employee has the right to appeal disciplinary actions to the State Civil Service Commission within thirty (30) days of notice of such action. Appeals must be sent to the following:

Department of State Civil Service  
Post Office 94111 - Capitol Station  
Baton Rouge, LA 70804

### XXVIII. GRIEVANCE PROCEDURES

1. In any organization It may be expected that conditions leading to dissatisfaction and misunderstanding may arise among employees. When employees believe that they have been treated unfairly, their attitude and their work may be affected. Through the establishment of a grievance period as outlined here, AHA is providing a means to resolve these problems so employee morale and efficiency may be maintained at the highest level possible. Management wants to foster open and honest communication between all levels of employees. This grievance procedure is intended to foster such communication.

#### 2. Processing the Grievance

##### FIRST STEP:

All grievances should be presented within five (5) working days from the date grievant first becomes aware of, or should have become aware of, the cause of such grievance. The aggrieved employee should present his/her grievance to his/her immediate supervisor, and if possible, it should be settled at the lowest level through discussion. (If the grievance is of such a nature that appeal to Civil Service is the proper course of action, the supervisor should remind the grievant of this fact and the thirty (30) day limitation to appeal). The immediate supervisor should render a decision to the employee's complaint as soon as possible, and must render an oral decision within two (2) working days. Since the grievance is being processed informally at this stage, neither the supervisor nor the employee shall have representation.

## SECOND STEP:

If the employee is not satisfied with the decision in the First Step, or if a decision is not rendered within the prescribed time limit, he/she may within three (3) working days after the date the decision is due present this grievance in writing to the Executive Director, who shall investigate and afford the employee an opportunity to present his/her viewpoint. The Executive Director will furnish the Board of Commissioners and the employee a written statement of his/her findings and recommendations. Such statement shall be furnished within seven (7) working days of the receipt of the written grievance.

The aggrieved shall have the right, but shall not be required, to be represented by one (1) other individual of his/her choice during this step of the procedures.

## THIRD STEP:

If the matter is referred to the Board of Commissioners, the Board of Commissioners shall act as a Grievance Committee hold a hearing with all parties represented therein within ten (10) days of the receipt of the grievance by the Executive Director, and render a written recommendation to the Executive Director and employee within three (3) days of the hearing.

### 3. Grievance Committee

The grievance committee shall consist of a quorum of the Board of Commissioners.

### 4. Notice of Hearing

The aggrieved employee shall be given notice at least two (2) working days in advance of the hearing, except that by consent of the grievance committee and the aggrieved employee such notice and delay may be waived.

### 5. Time and Place

The place of the hearing shall be specified by the Executive Director at a convenient place accessible to the aggrieved employee.

### 6. Conduct of Hearing at the Third Step

a) The aggrieved employee and AHA shall have the right to call, examine, and cross-examine witnesses who are employees of the AHA and who have knowledge of the facts at issue.

b) Both parties may produce witnesses other than employees of AHA, and such witnesses shall be subject to examination and cross-examination.

c) The aggrieved employee shall have the right to require the production of books, papers, records, and other items which are within the control of DHA and which are pertinent to the facts at issue; and which are not held to be confidential by provision of state statute public law or constitutional law.

- d) The aggrieved employee shall have the right but shall not be required, to be represented by an individual of his choice.
- e.) Affidavits and ex-parte statements offered during the course of a grievance hearing may be received and considered by the grievance committee.
- f) The grievance committee shall have the right to examine and cross-examine any witness.
- g) The grievance committee shall have the right to limit corroborative evidence.
- h) When a pending case involves substantially the same question, law or facts presented in a prior case, the grievance committee may consider any part of the record in such previous case as it may deem relevant, provided that in the application of this provision no party shall be deprived of the right to cross-examine any witness.
- i) The testimony of all witnesses shall be received under oath and recorded.
- j) The grievance committee, on request of the aggrieved employee or on his/her or its own motion, may order that the witnesses in any hearing be sequestered so as to preclude any witness, other than the parties and their representatives, from hearing and/or discussing testimony with any other witness.
- k) If the aggrieved employee in preparing his/her written appeal lists facts which he/she considers pertinent to the grievance under consideration, the grievance committee shall permit the employee, prior to the conclusion of the hearing to enlarge his original statement to include such facts.
- l) When two (2) or more grievance petitions involve similar or related circumstances, the grievance committee may order a joint hearing of any or all such petitions by consolidation thereof.
- m) Any director, supervisor or employee required to testify shall not be subjected to any disciplinary action by his/her appointing authority because he/she testifies, but will be held accountable for giving false testimony.

#### 8. Review of Grievances

The grievance committee shall periodically review grievances that have proceeded to the second and third steps to determine whether or not a pattern of grievances has developed. If it is determined there is a pattern the grievance committee should investigate and submit a report to the Executive Director suggesting solutions to the problem in order to reduce grievances.

All grievance processed through the second and third steps must be reported on Standard Form 16.

XXIX.

PRIVACY AND CONFIDENTIALITY

AHA has established guidelines to ensure privacy and confidentiality in three (3) principal areas: records and maintenance, employee access to records and release of information.

A. Records Maintenance

Personal information will be accurate and up to date. On an annual basis personnel will request personal data including address, telephone number, marital status, insurance beneficiary and person to be contacted in the event of an emergency for each employee. You are advised to supply personnel with any personal data changes within five (5) working days of the occurrence throughout the year.

Insurance records (e.g., benefits and claims information) are also maintained separate from regular personnel files. Their use is restricted to employment-related decisions, unless needed for relevant and reasonable business purposes. Medical information except on-the-job accident reports are maintained separately from your personnel file.

You may request any of your records to be provided to a third party. Such request shall be a records-release authorization signed by you.

B. Access to Personnel Records

You, as an employee, are permitted to examine your personnel file and to request copies thereof during regular business hours. Supervisors may review information of those employees being considered for employment and for other AHA purposes.

C. Release of Personnel Information

Information about you is released to those with AHA on a "need to know" basis. All requesters are required to show the necessity and relevance of their request, which is subject to the approval of the Executive Director. Personal information is released to persons outside AHA only if you grant permission to them in writing or when necessary to comply with valid legal processes.

XXX.

YOUR BENEFITS WITH DHA

A. Annual and Sick Leave Accrual

All regular full-time employees, except those on restricted or multiple restricted appointment, earn annual and sick leave. Accrual of annual and sick leave is base on length of service as follows:

Service Years    Accrual Rate

1-3 Years	8.1136 hours per month
3-5 Years	10.1376 hours per month
5-10 Years	12.1792 hours per month
10-15 Years	14.2032 hours per month
15 or more Years	14.0000 hours per month

Unused annual and sick leave may be carried forward from year to year. Employees are urged to use their vacation accrual hours (if any) within the fiscal year.

You must schedule and receive approval of your annual leave in advance from your immediate supervisor. If a holiday occurs during your leave, the holiday will not be recorded against your annual time. Should you become ill during your time off, sick leave may be used upon approval of your immediate supervisor. Upon leaving employment with AHA you will be paid for any annual leave you have accrued up to 300 hours *only*.

B. Holidays

The Housing Authority observes the following holidays as statutory holidays:

New Year's Day

Mardi Gras Day

Good Friday

Independence Day (July 4th)

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Employees who are required to work on these days will be compensated at time and one-half.

In addition, the statutory holidays of Veterans Day and general election day every two (2) years do not require a proclamation, but employees who are required to work are entitled only to compensatory time.

Proclamation Holidays - such other holidays as may be declared by executive proclamation by the Governor (e.g., Martin Luther King Day, Memorial Day). Employees who are required to work are entitled to compensatory time.

C. Sick Leave

Sick leave benefits are available only if you are ill or if you have a medical or dental appointment. Sick leave is cumulative from year to year, but no reimbursement for unused sick leave is made when an employee terminates his/her employment with AHA.

You must notify a supervisor within your department no later than 8:00 a.m. on the first day of your illness of your intent to use your sick leave and the day you anticipate returning to work. Should you encounter a lengthy illness, you should report your condition to your supervisor each week or more if he/she requests. In order to be approved for such leave you must complete a request for leave form. The leave is not approved unless signed by the Executive Director.

A statement from your physician is required should your illness continue for more than two (2) working days and also after surgery or accident regardless of the length of your absence. In addition, abuse of sick leave and/or repeated absences as reasonably defined by your immediate supervisor may result in the supervisor requiring a statement of treatment from your physician and/or dentist for absences of any duration. Any time you need medical, dental or optical diagnosis or treatment, the time taken off may be charged against your earned sick leave.

The following is a list of additional benefits covered by insurance:

1. Medical Insurance
  2. Disability Insurance
  3. Life Insurance
  4. Pension Plan
  5. Worker's Compensation
- D. Leave Without Pay

You may be excused from work for good and sufficient reasons. An employee may be excused from work, only with the consent of the Executive Director. Any such leave should be reflected on the employee's time card in the column marked "extra time". Excused leave should be designated on your time card as being with pay or without pay. Temporary and part-time employees will not be paid for an excused absence.

AHA recognizes the following as good and sufficient reasons for leave:

- E. Medical Leave of Absence

Medical leave of absence may be granted to any regular employee because of an extended illness, disability or childbirth, provided such leave is approved by the Executive Director. Such leave is granted only after all accrued sick and annual leave have been used. Medical leave of absence is granted as leave without pay. The duration of a medical leave of absence shall not exceed a three (3) month period unless approved by the Executive Director for a specific additional period. Before approval of a medical leave of absence can be granted, a doctor's statement complete with a diagnosis and the length of incapacity, and a written request from the employee submitted a minimum of one (1) week in advance to his/her supervisor is required.

#### F. Family and Medical Leave

Employees who have worked at least 1,250 hours in the twelve (12) months prior to a family or medical leave request shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for a child's birth, adoption or foster care arrival. Leaves may also be taken to care for a spouse, partner or child with a serious health condition which prevents the employee from performing the functions of his or her position. A serious health condition is any illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

Employees on approved family or medical leave are allowed; 1) to continue group health and disability insurance during the leave on the same conditions as would have been provided if the employee had been continuously employed; and 2) to return to their prior job or an equivalent one in terms of salary, accrued benefits and other job conditions.

Employees must attempt to schedule family and medical leave so as not to disrupt Authority operations. If leave is for the birth or placement of a child or for planned medical treatment, the employee must give notice at least thirty (30) days in advance, or as soon as practical.

If leave is requested for a serious health condition, the employee must provide a certification from a health care provider stating the medical facts regarding the condition, including its date of onset and probable duration.

If leave is requested for family members, a certification may be required to state that the employee is unable to perform the functions of the job, that his leave will assist in a family member's recover, or that there is medical need for a reduced schedule.

Employees may be required to substitute accrued vacation leave for any part of the 12-week period to which he is entitled under the family and medical leave provisions.

Employees returning from medical leave shall provide a certification from a health care provider that they are able to resume work.

An employee who fails to return from family or medical leave shall repay the premiums which the authority paid for him to keep group insurance in effect during the leave. For a more detailed description of this policy refer to Appendix 6.

## G. Administrative Leave

Administrative leave is leave with/without pay granted by the Executive Director for a specific occasion, or in an emergency situation such as hazardous weather conditions.

## H. Funeral Leave

In the event of death in an employee's immediate family, the employee is allowed time off for the purpose of attending the funeral or to administer related affairs. Up to two (2) consecutive working days of leave with pay may be granted upon request in the event of a death in an employee's immediate family. Immediate family consists of parents, step-parents, sister, step-sister, brother, step-brother, spouse, children, step-children, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren. The supervisor receiving such request has the right to require proof of relationship and/or attendance at the funeral. Employees who required additional time off beyond the two (2) days may request additional time off which will be charged to annual leave or leave without pay. Such leave may start on the day of the death or the first day immediately following death at the discretion of the employee.

## I. Military Leave

### (a) Military Leave with Pay

1. Probationary and permanent employees who are members of a reserve component of the Armed Forces of the United States shall be entitled to military leave with pay when placed on "military active duty for training" by order of an authority of the Armed Forces of the United States and when given constructive credit for such training.
2. Maximum military leave with pay for "military active duty for training" is fifteen (15) working days per calendar year.

### (b) Leave Without Pay for Military Purposes

Probationary and permanent employees may apply for but shall not be required to take annual or compensatory leave for military purposes. However, they shall be entitled to leave without pay for a period of 180 consecutive calendar days:

1. When ordered to "military active duty", or
2. When placed on "initial military active duty for training", or
3. When placed on "military training duty" and the maximum authorized military leave with pay has been exhausted or is not authorized.

### (c) Separation for Military Service

Probationary and permanent employees ordered to "military active duty" or military active duty for training" with the Armed Forces of the United States for periods in excess of 180 consecutive calendar days may be separated from state service and be restored to duty upon return as provided in

rule 8.19, or may be placed on leave without pay for the maximum periods of time specified in Rule 8.19 for restoration to duty.

(d) **Rights Upon Return**

Probationary and permanent employees returning to their classified positions under the provisions of this rule or Rule 8.19, shall return with such seniority, status, pay, and annual sick leave accrual rates as they would have had if they had not been absent for military training or military active duty; however, status is subject to the provision of Rule 9.3.

J. **Workmen's Compensation Payment**

When an employee is absent from work due to disabilities for which he/she is entitled to workmen's compensation he/she

(a) shall, to the extent of the amount accrued to his credit, be granted sick leave not to exceed the time period wherein workmen's compensation benefits begin, and/or

(b) may, to the extent of the amount accrued to his credit, be granted annual leave or a combination of annual and sick leave not to exceed the amount necessary to receive payment of workmen's compensation benefits.

(c) may be granted leave without pay.

K. **Jury Duty or Witness**

Regular employees who are summoned for jury duty or as a witness may be authorized leave without charge to his/her other accrued leave. The employee is to be paid full salary by AHA while serving jury or witness duty. In requesting this leave, an employee shall submit a copy of the summons or subpoena with the request to the immediate supervisor.

An employee released from service or dismissed early will return to work as soon as possible. If an employee is released prior to 2:00 p.m. on a workday, it is expected that he/she return to work for the remainder of the day.

L. **Family and Medical Leave Act**

The Family and Medical Leave Policy gives employees the right to take job-protected leave, without pay, with health care benefits for up to twelve (12) weeks per year under the following circumstances:

1. The birth or adoption of a child
2. The employee's need to care for a spouse, child, or parent due to a serious health condition.
3. An employee's own sickness or health problem

**Birth or Adoption:**

1. Leave may be taken prior to, during, and/or after the actual birth or adoption.
2. Leave must be taken within twelve (12) months of birth or adoption.
3. Spouses working for the same housing authority cannot exceed a total of 12 weeks FMLA leave within a year.
4. Intermittent leave requires employer's consent.

#### Family Member's Health Care

1. Definition of "Family Member".
  - a. Son or daughter:
    - Under the age of 18 who is incapable of self care because of physical or mental disability.
    - Relationship may be biological child, stepchild, legal ward, or child of a person standing in the place of a parent.
  - b. Parent:
    - Biological parent or an individual who stood in the place of a parent to an employee when the employee was a son or daughter.
  - c. Spouse:
    - Legal marriage is required. (Common law marriage is recognized by the State of Louisiana as "legal marriage").
2. Types of Need Covered:
  - a. The family member is unable to care for his/her own basic medical, hygienic or nutritional need or safety.

- b. The employee is providing psychological comfort or reassurance.
- c. The employee is needed to fill in for others caring for the family member.
3. Intermittent leave may be taken when medically necessary.

#### Employee's Own Health

1. Employees who are unable to perform the functions of their position due to their own serious health conditions are entitled to FMLA leave within the meaning of the American with Disabilities Act.
2. Intermittent leave may be taken when medically necessary, and approved by the Executive Director.
3. Prenatal care qualifies as treatment of a "serious health condition".
4. "Continuing treatment by a health care provider" involves two or more visits.
5. Voluntary and cosmetic treatments are excluded from "serious" or "continuing treatments".

#### The measuring Year

The twelve (12) months measuring year shall be January through February.

#### Interaction with Sick Leave and Annual Leave

An employee will be required to use earned annual leave and/or sick leave for FMLA as a part of the twelve (12) week) leave provided in the law, but only within the provisions of sick leave and annual leave as defined in the personnel policy.

#### Status of Benefits

1. Health benefits shall be continued during FMLA leave on the same basis as provided during regular employment. However, no other benefit shall accrue to the employee during FMLA leave time exceeding twenty (20) continuous working days.
2. Employees will not lose accrued benefits while on FMLA leave.
3. Equivalent benefits will be provided upon an employee's return to the work place in accordance with provisions of the benefit plan provider.

#### Job Restoration

1. Employees have the right to be returned to an equivalent position, not necessarily the same position.

2. An employee has no greater right to job restoration than if he/she had been continuously employed.
3. Employees on FMLA leave because of their own serious health condition will be required to provide a "fitness for duty" statement from the attending physician or health care provider.

#### Requests for FMLA Leave

1. A written request for FMLA leave must be made thirty (30) days in advance, except in cases considered to be emergency in nature by the Executive Director.
2. The request for FMLA leave must include certification by a physician or health care provider concerning the health condition of the person requiring health care prior to the time of FMLA leave, except in emergencies as provided in (1) above.

### XXXI. ADDITIONAL BENEFITS

AHA provides various types of insurance benefit plans to its permanent full-time employees. If you are enrolled in these plans, please refer to your employee benefit plan booklet for specific details on insurance coverage.

### XXXII. TRAVEL POLICY

Automobile allowance on personal vehicles for travel outside city limits shall be at the approved rate of thirty-two point five (32.5) cents per mile. The Board of Commissioners may with the approval of HUD change this rate from time to time.

- A. Travel involving overnight stay shall be paid by the AHA to cover reasonable room, board and travel, or reimbursement/s with proper receipts.
- B. For travel, reasonable actual expenses shall be reimbursed for meals not to exceed three (3) meals per day with receipts or employees may elect to accept a per diem of seventy-five (\$75.00) dollars per day.
- C. Travel by flight or train shall be paid by AHA for trips to and from conventions, DHA meetings, and to conduct business on behalf of the Housing Authority , or due reimbursement upon proper receipts.

### XXXIII.

## ADDITIONAL EMPLOYEE RESPONSIBILITIES

### A. Company Vehicles

AHA may provide agency vehicles to qualified employees to perform valid business purposes. Any employee is qualified to use an AHA vehicle if he/she possesses a valid Louisiana driver's license and he/she is insurable under AHA policies of automobile liability insurance. Employees are expected to complete the mileage use log and any other applicable logs and return the car safely and in good condition to the section of the parking lot to which the vehicle is assigned.

If the employee is involved in an accident while in possession, custody, or control of an AHA vehicle, the employee must complete the accident report card located in the glove compartment of all AHA vehicles.

No employee shall take an agency vehicle home unless specifically approved in writing by the Executive Director.

### B. Personal Telephone Calls

Personal calls, both incoming and outgoing, are discouraged. However, AHA recognizes that there may be times when personal calls are a necessity during business hours. Such calls must be held to a minimum and not interfere with your work. Long "chatty" telephone conversations could result in disciplinary action.

When a personal long distance call must be made, the call must not be billed to any Housing Authority telephone number.

### C. Visitors

Ideally, the receptionist directs all visitors and announces them to the department concerned so that lost and/or confused visitors are not roaming the halls. However, it is the responsibility of any and all AHA employees to assist visitors in any way possible. We must remember that we are a public service agency and are in the business of helping others.

### D. Housing Authority Property

You are personally responsible for all AHA property entrusted to your care. If you fail to return or account for AHA property issued to you, you shall be required to pay for such property.

### E. DHA-Issued Personal Effects

In order to receive replacements for AHA-issued personal effects, the worn out and/or damaged equipment must be turned over to the supervisor and at that time you will be issued replacements. If the worn-out and/or damaged equipment is not returned, the cost will be at your expense.

NOTE: You are solely responsible for any personal items you bring onto your work site.

Employees shall not use or bring radios or televisions on the job site except with special written permission from the Executive Director.

XXXIV.  
PERSONAL WORK AND SERVICES

Supervisory and managerial personnel shall not request personal work or services of any AHA facilities or employees during and/or after working hours. This includes such requests as private auto repair or cabinet making, personal graphics layout or designs, model shop construction, repair of private property, private property appraisals, research or preparation of personal use of reports, and so on. If you are asked to perform such work, decline. If a request is made such that you fear for your job security, please report the incident to the Executive Director or Board of Commissioners. Any violation of this procedure is subject to disciplinary action.

XXXV.  
TOOLS AND EQUIPMENT

Employees are not permitted to make any personal use of supplies, tools, equipment and materials. Employees can not purchase or accept any AHA supplies, equipment, tools, materials or other personal property including salvage items by the AHA disposition policy.

Supervisors shall keep records of employees who have tools and equipment and make appraisals of the equipment to assess condition prior to use and upon return. If you return tools in damaged condition, your supervisor will record the damages and notify you of the amount of money you owe for equipment replacement.

XXXVI.  
HEALTH AND SAFETY PROGRAM

AHA encourages its employees to take proper care of their health and to take all appropriate actions necessary to maintain good health and safety. The Authority recognizes that a healthy and safety conscious work force insures a more efficient and effective work force and provides improved morale and more pleasant work environment. A more healthy and safety conscious work force will reduce absenteeism, accidents, work-related liability and insurance premiums. In addition, a more healthy and safety conscious employee will lengthen his/her working career.

A. Annual Physical Examination

AHA SHALL PROVIDE AN ANNUAL PHYSICAL EXAMINATION for all employees through the available health insurance plan or as budgetary considerations permit. All employees shall be required to submit to a physical examination on an annual or periodic basis, which will include but not be limited to a blood screening, electrocardiogram (EKG) and drug screen.

B. Immunizations

AHA encourages its employees to voluntarily receive immunization shots as part of our health and safety program. These immunizations protect workers from short and long-term diseases which may

affect their health and AHA operations. The City of Alexandria Health Department administers immunization shots free of charge at the public clinics within the city.

### C. Safety

We expect all employees to be safety conscious and to assist in filing and reporting conditions which may be unsafe. Accident investigation is to be performed by the supervisor and all employees are expected to cooperate. The supervisor will ask the following:

1. What happened?
2. When did it happen?
3. Where did it happen?
4. Who was involved?
5. Why did it happen?
6. How should it be corrected?
7. How may it be avoided in the future?

Worker's Compensation reporting procedures are to be followed or disciplinary action may be taken. Instructions are given in the proper care and use of AHA tools and equipment, and all safety procedures. Employees must exercise the utmost care while on the job by dressing appropriately and observing all warning and caution signs. Also, around particularly or potentially dangerous equipment, the department head should see the proper instructions and warning signs and directions are placed in easy visibility of all employees. Supervisors and the Executive Director are responsible for making periodic inspections to ensure that safety procedures are being followed. Employees may be subject to disciplinary action for negligent behavior which could result in personal injury to another, including a fellow employee or to an AHA resident. This also applies to damage to an AHA facility or other AHA property caused by employee negligence. All violations of AHA safety codes will be recorded and brought to the attention of the Executive Director. Should you observe any situation or area as potentially dangerous, notify the immediate supervisor or Executive Director immediately. All supervisors should make a concerted effort to keep abreast of applicable safety rules and regulations, and to make periodic checks of their work environment for compliance.

### D. Procedures

It is important for all of us to maintain a safe workplace for AHA employees. The employee will comply with all safety and health standards, rules and regulations.

### Section I - Employee

Report all accidents, injuries or illnesses to your supervisor immediately. If your immediate supervisor is not available, then you must follow the chain of command for reporting injuries. If you are incapacitated, you should have someone else contact the supervisor and/or follow the above procedures. AHA may require you to present evidence (satisfactory to AHA) showing that an absence is due to on-the-job injury or illness. All injuries/illnesses, no matter how slight, must be reported by employees to their supervisors.

First aid kits are available at all AHA work sites. You will be given permission to see a doctor if treatment is necessary. You may see any doctor of your choosing. AHA also reserves the right to send you to a doctor of its choosing. You must report where you were treated to AHA within 24 hours, or if on a weekend the following scheduled workday. If you change doctors, or your status changes, AHA should be informed within 24 hours of the change.

If you start work at the beginning of your regularly-scheduled shift and sustain a job-related injury or illness during the shift and are unable to work because of this injury/illness, you will be compensated for your regularly-scheduled shift.

### Employee Action Checklist

- a) Report all accidents, injuries or illnesses to a supervisor within your department.
- b) If first aid is necessary, AHA provides first aid kits for your use.
- c) If first aid is not a satisfactory remedy, go to the doctor or emergency room.
- d) Whenever possible, it is your responsibility to inform your supervisor of your intent to go to a doctor or emergency room for treatment of an on-the-job injury or illness.
- e) When you go to the doctor, you must advise your supervisor as soon as possible of your diagnosis.
- f) If you are released to return to work by the doctor on the same day of the injury you must report back to work within a reasonable time, or you may not be compensated for the full shift.
- g) When you are released to return to work, obtain a statement dated and signed by the doctor, advising your immediate supervisor of your status.
- h) If released for regular duties, the doctor's statement must say "released for regular duties".
- i) If there are any restrictions placed on you, your release to return to work must state any and all such restrictions, and the restrictions must also be correlated to the employee's job description.

### Section II - Supervisor

Records will be kept by your supervisor who will forward paper work through proper channels in a timely manner. Your supervisor will investigate all job-related accidents, injuries or illness requiring treatment by a physician and he/she will take appropriate action and will see that you receive proper and prompt medical treatment. If you need to take time off during a shift you are working to see your doctor for the job-related injury/illness, and are able to return the same day, you will be expected to do so. You are to keep the supervisor informed of your status. You will be compensated for the reasonable time away from work on that shift. Your supervisor will keep a record of all first-aid cases.

Any time you see a physician for a job-related injury or illness, you must bring a physician's release for regular duty or restricted duty in order to return to work. All releases must be sent to the Executive Director by your supervisor. The Executive Director may designate someone other than your supervisor the responsibility of overseeing and handling compensation procedures.

### Supervisor Action Checklist

- a) Assist the employee in receiving medical care
- b) Investigate the cause of the accident and fill out the report of accident, Employer's Report of Occupational Injury or Disease (EROID) in a timely manner. A completed report must be submitted to the Executive Director within two (2) working days of injury or illness.
- c) If the employee has returned to work, attach the doctor's release form.
- d) If an employee is unable to return to work, notify the Executive Director the day the employee returns to work.
- e) If the employee is released with any restrictions, (release needs to state approximately how long the restrictions will be and what the restrictions are), the supervisor and the Executive Director have to determine if there is work available for the employee within the restrictions.
  - 1. If work is available, then the employee may return to work.
  - 2. If there is no work, the employee will have to wait until he/she has a release to return to regular duties.
  - 3. The report of accident (EROID), and release form should be sent to the Executive Director.
  - 4. A copy of each report should be kept by the Executive Director.
- f) Upon an on-the-job death or multi-employee serious illness or illnesses, notify the Executive Director immediately, day or night, for instructions. Notification may be made by phone to the Executive Director's home.

### Section III - Insurance Section

AHA will keep records of all on-the-job injuries or illnesses involving employees. The Executive Director may assist the employee and third parties about worker's compensation.

The Executive Director will review EROID and distribute as follows:

- 1. Fatalities** - Call the worker's compensation carrier immediately. confirm by sending original first report of injury (EROID) to worker's compensation carrier, one copy in the employee's medical/worker's compensation file, one copy to State of Louisiana Worker's Compensation office, and one to the personnel file.
- 2. Serious Lost Time Injuries** - Same procedure as above. In addition, send one copy of first report of injury to injured employee(s). One copy to the personnel file, and one copy to the treating physician.
- 3. Routine Lost Time Injuries** - These are injuries involving lost time after the initial date of injury or illness. Same procedure as above.
- 4. No Lost Time** - Employee was treated by physician. Same procedure as Section III, Item (2).

**NOTE: TO INSURE YOUR RECEIVING WORKMEN'S COMPENSATION BENEFITS, IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO NOTIFY THE EXECUTIVE DIRECTOR IN WRITING WHEN THERE IS A CHANGE OF ADDRESS.**

PERFORMANCE EVALUATION REPORT

Employee Name: Date: Overall Rating:

\*\*\*\*\*

Compare the employee's behavior against the performance criterion shown and select the appropriate numerical rating on a scale of 1 to 10.

\*\*\*\*\*

Excellent Very Good Good Fair Unsatisfactory
10-9 8-7 6-5 4-3 2-1

\*\*\*\*\*

Excellent - Outstanding and exceptional contribution. Substantially exceeds goals and responsibilities.

Very Good - Exceed expectations. Meets all and exceeds some goals and responsibilities.

Good - Performance is good in all respects. Meets all the required goals and responsibilities.

Fair - Performance meets basic requirements of the job. Employee needs improvement and should be counseled accordingly.

Unsatisfactory - Performance is consistently and notably below required standards. Employee should be counseled and scheduled for another review in 30 days.

\*\*\*\*\*

Score

1. COMMUNICATION SKILLS (ORAL) - Presenting information and ideas in a clear and concise manner. Listening while others talk and responding with empathy.

(WRITTEN) - Provides a clear and concise expression of information using appropriate grammar and style.

\*\*\*\*\*

2. PLANNING AND ORGANIZING Establishes a work plan for self and others which employees proper sequencing of actions to reach objectives with proper allocation of time, money and people.

\*\*\*\*\*

3. TECHNICAL PROFICIENCY Applying education, experience, and other knowledge to the fullest extent and demonstrates a level of understanding and ability to use technical proficiency information that is applicable to the job.

\*\*\*\*\*

4. INTERPERSONAL QUALITIES Ability to get along well with others and a demonstrated effectiveness in dealing with the public.

\*\*\*\*\*

5. LEADERSHIP  
Positive use of leadership style, influence, and motivational techniques to obtain maximum output and commitment from staff.  
\*\*\*\*\*

6. INITIATIVE  
Self-driven, demonstrated resourcefulness, versatility, originality, and ability to conceive and carry out programs effectively.  
\*\*\*\*\*

7. PROBLEM SOLVING/DECISION MAKING  
Ability to analyze a situation, use good judgment in selecting a course of action, make a decision, and follow it through.  
\*\*\*\*\*

8. INNOVATIVENESS  
Generating and/or recognizing imaginative, creative approaches to work-related situations.  
\*\*\*\*\*

9. QUALITY OF WORK  
Completeness, accuracy, and neatness.  
\*\*\*\*\*

10. DEPENDABILITY  
Degree to which employee can be relied upon to work steadily and effectively, has good attendance, and is punctual.  
\*\*\*\*\*

**TOTAL SCORE**

\*\*\*\*\*  
COMMENTS BY APPRAISEE:

\*\*\*\*\*  
COMMENTS BY APPRAISER:

\*\*\*\*\*  
GOALS AGREED UPON FOR THE COMING YEAR:

\*\*\*\*\*

SIGNED

\_\_\_\_\_  
Appraiser

\_\_\_\_\_  
Appraisee

## CONFIDENTIALITY AGREEMENT

It is the policy of the Alexandria Housing Authority to safeguard private information provided the AHA by persons who apply for and/or participate in assistance programs administered by the AHA. Private information is any information obtained about a person which might identify him/her as an applicant for assistance or a program participant.

Private information to which the undersigned commissioner, officer, employee or consultant of the AHA (herein referred to generally as an AHA Associate) gains access shall not be used, published, disclosed or disseminated in any form to any person, agency (governmental or otherwise), corporation or other entity except (i) as required in fulfilling the legal responsibilities of or (ii) as required by law, as determined by an opinion of the applicant, enrollee, or program participant specifying the information to be given, the form which it is to be given and the party or parties to who it is to be given.

The undersigned agrees to maintain the strict privacy of information and to follow the AHA's procedures established from time to time to insure privacy of data concerning individuals. Access to private information is to be strictly limited to those AHA Associates who require it to conduct their job activities.

If the undersigned is subpoenaed or otherwise believes that he/she may be called upon to make a disclosure of private information to any court or governmental agency, he/she shall immediately notify the AHA Executive Director. The undersigned shall cooperate in all lawful efforts to protect private information.

The failure of the undersigned to comply with the above confidentiality requirements is grounds for dismissal.

The restrictions of this Agreement regarding use and disclosure of private information shall continue to apply after termination of employment or other relationship with the AHA.

The undersigned AHA Associate has read and understands the above statement and agrees to comply with it in every respect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

AHA Employee Signature

III. Code of Ethics

CODE OF ETHICS POLICY  
OF THE ALEXANDRIA HOUSING AUTHORITY

Purpose: To ensure that all representatives and employees of the Alexandria Housing Authority are aware of and understand their obligation in representing the company.

Who Uses: Board of Commissioners, All Authority Employees

A. No employee, officer or agent of the Authority shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when a financial or other interest in a firm selected for award as held by:

1. The employee, officer or agent involved in making the award
2. Any member of his/her immediate family
3. His/her partner, or
4. An organization which employees, or is about to employ, any of the above.

The Authority's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Unsolicited gifts of nominal intrinsic value may be accepted.

To the extent permitted by State or local law or regulations, penalties, sanctions, or other disciplinary actions may be taken for violation of such standards by the Authority's officers, employee, or agents, or by contractors of their agents.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

TO: Maintenance Employees

FROM:

DATE: This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

RE: Lifting Heavy Objects

The Housing Authority has recently purchased two back braces for the purpose of lifting objects over 30 lbs.

Before you make an attempt to lift any object over 30 pounds, be sure to put on one of the back braces located in the storage room. Objects 40 pounds and over, please request additional help before you attempt to lift any and all heavy objects.

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ACKNOWLEDGMENT OF EMPLOYEE DRUG/ALCOHOL TESTING POLICY

By my signature below, I, (please print) \_\_\_\_\_ hereby acknowledge that I have read (or it has been read to me) and understand the Employee Drug and Alcohol Testing Policy of the AHA Board of Commissioners which outlines the Board's policy regarding the use or possession of drugs and alcohol. I understand that the AHA Board of Commissioners requires employees to submit urine, blood, plasma, breath and/or saliva specimens to be analyzed for the presence of drugs and/or alcohol. I realize that the presence of a detectable trace of any unauthorized substance is grounds for disciplinary action and that this may include termination of my employment. I further realize that my cooperation is voluntary and that refusal to submit a specimen for testing is grounds for my termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor or Witness

\_\_\_\_\_  
Date

NOTE: Employee Assistance Program: Prior to being selected for drug/alcohol testing, any covered or non/covered employee may approach their immediate supervisor for information regarding the availability of drug/alcohol use/abuse programs without any punitive measures being taken against them. The immediate supervisor will advise the employee of available rehabilitation programs and the applicable leaves of absence. All costs for such rehabilitation services shall be borne by the employee.

\_\_\_\_\_ , \_\_\_\_\_

Employee Name: \_\_\_\_\_

The annual audit is being conducted at this time and the following forms which are required by policy to be in your personnel file can not be located:

\_\_\_\_\_ Confidentiality Form

\_\_\_\_\_ Code of Ethics

Please sign the attached form and forward it to me as soon as possible.

Thank you for your cooperation.

\_\_\_\_\_  
Executive Director

# Alexandria Housing Authority Section 8 Administrative Plan

## Section I Introduction

This administrative plan has been prepared by the Alexandria Housing Authority (AHA) in conformance with the requirements of **24 CFR 982.54**. Certain procedural elements of the Section 8 process are described in administrative procedures referenced in this Plan.

The plan sets forth AHA's policies for the administration of the program in accordance with the requirements of the U. S. Department of Housing and Urban Development (HUD). Those requirements are incorporated by reference, as follows:

- 24 CFR 5** Definition of Income, Income Limits, Rent, and Reexamination of Family Income for the Section 8 Housing Assistance Payments Program and other Related Programs
- 24 CFR 982** Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR 984** Section 8 and Public Housing Family Self-Sufficiency Program
- 24 CFR 985** Section 8 Management Assessment Program (SEMAP)

The plan is presented in the sequence in which events usually occur in the Section 8 process. It is intended only, however, to establish local policies for administration of the program, and should not be considered an exhaustive treatment of the procedures by which these policies are implemented. The Plan is to be implemented using separate standard operating procedures which may be referenced in the Plan.

### A. EQUAL OPPORTUNITY

#### 1. FAIR HOUSING

It is the policy of the AHA to comply fully with all Federal, State, and local nondiscrimination laws, including the Fair Housing Act; Title VI of the Civil Rights Act; Section 504 of the Rehabilitation Act; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the AHA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the AHA will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the AHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The AHA will assist any family that believes it has suffered illegal discrimination by providing them copies of the housing discrimination form. The AHA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

## **2. Reasonable Accommodation**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the AHA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the AHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the AHA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

The AHA will take all actions necessary to ensure that persons with disabilities may apply for and be assisted through its Housing Choice Voucher Program, including making the process accessible to persons with vision, hearing and cognitive impairments.

## **Section II                      Applications and Waiting List Management**

### **A. Accepting Applications**

1. AHA's waiting list for the Section 8 program will remain open until AHA determines that the number of applicants remaining on the list is sufficient to provide all the applicants needed for the next 12 months. The number needed will be based on the number of vouchers available or expected to become available over the next twelve months, the experience of the AHA regarding the number of applicants who are expected to successfully complete the process of establishing their eligibility, and the number of eligible applicants who are expected to lease units successfully under the Section 8 program.
2. Applications for the Section 8 Program can be made by mail, telephone, or in person, according to the method described in AHA's advertisement to AHA's office during the dates advertised. As a reasonable accommodation, even when general applications are accepted only by mail, applicants with disabilities can apply in person or by telephone on the same days that mail applications are accepted. The application form will be published in the newspaper and made available to social services and advocacy agencies for the convenience of their clients.
3. If AHA will be using a system that permits applicants to apply by mail and disabled applicants to apply in person or by telephone, application numbers will be assigned to each application. All applications received the same day will be placed in order by a random drawing at the end of the period. On days when no mail applications are received, the next consecutive application number will be assigned to disabled walk-in and phone-in applicants according to the order in which they come in or phone in.
4. Any decision to close the waiting list, or to reopen the waiting list, will be recommended by AHA's Executive Director and brought before the AHA Board for approval.
5. At such time as AHA determines that the list is to be reopened, public notice of the opening will be made in the local newspaper of general circulation, and through such other media as are determined necessary to reach potentially eligible households not otherwise likely to apply. The public notice will state the dates and times at which applications will be accepted.

### **B. Establishing the Waiting List**

1. All applicants determined eligible will be placed on the waiting list by application number and the preferences, if any, that are claimed.
2. Receipt of all applications will be acknowledged by letter or postcard. The letter will inform the applicant whether, on the basis of the information provided, she/he has been determined eligible for the Section 8 program.

3. Applicants determined eligible will be advised of the application number assigned to their application, and any preferences certified.
4. The letter will further advise applicants that it is their responsibility to notify AHA of any change in address or in preference status. If this notice, a preference query, or an appointment letter to the applicant is returned as undeliverable, the applicant will be withdrawn from the waiting list.
5. Applicants determined ineligible will be notified of the reason for the determination, and of their right to request an informal hearing.
6. If, as a result of the review, the applicant is determined eligible, his/her name will be added to the waiting list in order of application number of the original application.
7. The AHA will, from time to time, contact applicants to determine whether they are still interested in receiving Section 8 assistance and/or to update information on their application. Applicants who fail to respond to such inquiries as required will be withdrawn from the waiting list.
8. Applicants who are withdrawn from the waiting list for failing to respond to any inquiry from AHA will not be reinstated, unless the reason for their failure to respond is verified to be related to their disability. Such applicants may reapply when the waiting list is open.

### **C. Applicant Selection**

1. Notwithstanding any applicant's application number, AHA will select applicants from the waiting list in such a way as to ensure that at least 75 percent of the applicants admitted to the Housing Choice Voucher Program during any fiscal year are at or below the Extremely Low Income (ELI) limit -- 30 percent of the median income for the MSA-- at the time of admission.
2. This will be accomplished through the use of local preferences based on income tiers:

#### **Tier I: Extremely Low Income:**

- At least 75 percent of the units leased through the voucher program in any fiscal year shall be provided to families with incomes below 30 percent of area median income; and

#### **Tier II: Very Low Income:**

- Up to 25 percent of the units leased during the same period may be to families with incomes between 31 percent and 50 percent of area median income.

3. Within the Income Tiers AHA then selects applicants for the Housing Choice Voucher program based on the following ranking preference:
  - A. Families requiring relocation from AHA public housing as a result of redevelopment.
  - B. Families displaced by government action or by a formally declared natural disaster.
  - C. All other applicants.
4. Within each preference category, applicants will be selected in order of the application number of their application, except that families who are already assisted, but are not requiring relocation from AHA public housing as a result of redevelopment will be selected at a rate of one assisted family for every ten non-assisted families.
5. Single applicants who are elderly or disabled single persons will be assisted before other single persons.
6. This income tier targeting requirement does not apply to a low-income family that is “continuously assisted” under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.
7. For Section 8 project-based assistance, (which includes moderate rehabilitation and new construction or substantial rehabilitation project-based assistance), not less than 40 percent of the new admissions to a specific project must have incomes at or below 30 percent of the area median income. Other admissions to a specific project must be at or below 80 percent of the area median.

## **Section III Eligibility and Verification of Family Circumstances**

### **A. Scheduling the Eligibility Interview**

1. When Housing Choice Vouchers become available, eligibility interviews will be scheduled for the applicants at the top of the waiting list.
2. Prior to sending the appointment letter, AHA will check the applicant names against its log of Section 8 reimbursement agreements and the automated Public Housing accounts payable system to determine whether the applicant has past due balances owed to AHA. No applicant will be admitted to the Section 8 program who owes money to any PHA. A letter will be sent to the applicant advising that the balance must be paid in full within 60 days before his/her Section 8 application can be processed. The application will then be placed in an inactive status, but the application number will be retained, and restored when the balance is paid.
3. Appointments for eligibility interviews will be scheduled by letter. The letter will direct the applicant to call for another appointment if the time scheduled is not convenient. If the applicant does not appear for the interview or telephone to request another interview, the applicant's name will be withdrawn from the waiting list.
4. Applicants with disabilities may request that the interview be conducted in their homes or at some other convenient location if the nature of their disability is such that they cannot reasonably be expected to come to the Section 8 office.
5. The appointment letter will advise the applicant to bring all documents necessary to document their eligibility, family composition, income, and deductions, or to be prepared to sign releases to permit verification of information.

### **B. Conducting the Eligibility Interview**

1. Applicants will complete an application form, providing all information required on the HUD-50058. The application will be signed by all adult members of the household.
2. Applicants will be required to provide third-party documentation of the family composition. AHA considers that the following qualify as a "family"
  - A. Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together assisted under Section 8; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together assisted under Section 8.

- B. The term family also includes: Elderly family, Near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **(24 CFR §§ 5 and 960)**
  - C. Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
  - D. Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.
  - E. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.
3. Single persons who do not otherwise qualify as a family may apply, but will not be able to receive assistance until all single applicants who are elderly, displaced or disabled have been housed.
  4. Applicants will be required to provide third-party verification of their income in the form of third party verification forms mailed or faxed directly back from the income source or computerized award letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-ordered child support, Social Security, Supplemental Security Income, and Unemployment Compensation. Applicants will sign a release for third party verifications. The release will be sent to the employer or other organization by AHA, and the information returned to AHA by mail or fax.
  5. Applicants who wish to receive deductions for medical expenses, reasonable childcare and/or disability assistance expenses, will be required to provide third-party verification of the expenses.
  6. Dependents include children under age 18 as well as persons with disabilities and full-time students other than family head or spouse. Full time students include those attending traditional educational institutions as well as those pursuing full-time vocational training.

### **C. Determining Eligibility**

1. Generally, eligible applicants must verify that their incomes are at or below the Extremely Low-Income limit or the Very Low-Income limit, and that their family does not include an adult who has been involved in violent criminal activity or drug-related criminal activity during the past three years. In addition, any applicant who is on the national register of sexual predators is ineligible for assistance.

2. As a part of the eligibility determination, AHA shall run a criminal record check on all adult family members. When the applicant has lived in the City of Alexandria for the past three years, the record check shall involve the City of Alexandria Police Department. If any adult member of the applicant family has not lived in the City of Alexandria for the previous three years, records to be checked may include the police department of the localities where the applicant lived as well as the records of the National Crime Information Center. Applicants are required to sign releases for such criminal record checks.

3. Eligibility and Income Tiers:

No more than 25 percent of the families admitted in any fiscal year may have incomes that exceed 30 percent of the median income for the area (Extremely Low Income). These families have incomes between 31 percent and 50 percent of the area median (Very Low Income).

Certain families may, at the time of admission, have incomes between 51 percent and 80 percent of the area median (Low Income), however these families do not count toward income targeting requirements. These include:

- A. Families continuously assisted in Public Housing or Section 8.
- B. Families physically displaced by rental rehabilitation.
- C. Non-purchasing tenants of certain homeownership programs.
- D. Tenants displaced from certain Section 221 and 236 projects.
- E. Low-income families residing in certain HUD-owned projects.

4. At least one member of an eligible family must have either citizenship or eligible immigration status. Applicants will be required to complete a certification of citizenship status for each member of the family. AHA will require third-party verification of the applicant's certification documentation (birth certificate, U.S. Passport, resident alien card, social security card or other appropriate documentation; if 62 years of age or old, signed declaration of eligible immigration status and proof of age document), in accordance with Section 592 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

The AHA will not require an applicant to establish and verify eligibility in relation to citizenship before providing financial assistance to an individual or family. However, AHA must verify eligibility status no later than the date of the family's annual reexamination.

A pro-rata reduction in housing assistance will be made for all persons in the participant family who do not have either citizenship or eligible immigration status.

5. If, within 30 days of the eligibility interview, the applicant has failed to submit the required documentation or to complete the required forms and certifications, the

family will be determined to be ineligible. The applicant will be notified in writing, and will be given the opportunity to request an informal hearing.

6. Families determined eligible to receive assistance will receive a Housing Choice Voucher

**D. Grounds for denial**

1. The AHA will deny assistance to applicants who:
  - A. Do not meet any one or more of the eligibility criteria;
  - B. Fail to complete any aspect of the application or lease-up process;
  - C. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
  - D. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;
  - E. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
  - F. Have a family member who was evicted from public housing within the last three years;
  - G. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
  - H. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The AHA may waive this requirement if:
    1. The person demonstrates to the AHA 's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or
  4. The person is participating in a supervised drug or alcohol rehabilitation program.
- I. Have engaged in or threatened abusive or violent behavior towards any AHA Housing staff or residents;
  - J. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
  - K. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
  - L. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

#### **E. Informal Hearings**

1. When an applicant for Section 8 assistance is determined ineligible for assistance, AHA will notify the applicant in writing. The notice will state the reason for AHA's decision, and that the applicant may request an informal hearing, in writing within 10 working days of the date of the notice.
2. When an applicant requests an informal hearing, AHA will schedule the hearing promptly and notify the applicant of the time and place that the hearing will be held. The hearing will be conducted in accordance with AHA's procedure on Informal Hearings. The applicant may present his/her case orally or in writing, and may provide additional information to support his/her claim. Within 10 days of the review, AHA will notify the applicant in writing of its final decision, including a brief statement of the reasons for the final decision.

## Section IV Issuing Housing Choice Vouchers

### A. Subsidy Standards

1. Eligible families will be issued Housing Choice Vouchers based on the AHA's subsidy standards. Units shall be occupied by families of the appropriate size.

#### Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

The following principles govern the size of voucher that a family will be issued. Generally, two people are expected to share each bedroom, except that vouchers will be assigned so that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible voucher may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will be counted as a person in determining voucher size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, AHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

2. Two persons per bedroom will be used as the standard for the smallest voucher a family may be assigned. The AHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
3. Other than as a reasonable accommodation for someone with a disability, the largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
4. Under the voucher program, the family may select a smaller unit, provided that the unit has at least one living/sleeping room for every two people. The family may also choose to select a larger unit, although their payment standard will be based on the unit size described above.

## **B. Issuing Housing Choice Vouchers**

1. When all necessary verifications have been received, and AHA has determined that the family is eligible to receive a voucher, a notice will be sent to the family advising them of the dates of the next participant briefing sessions. In order to receive a voucher, the applicant must attend one of these sessions. If, at the conclusion of the third scheduled session, the applicant has not received his/her voucher, and has not contacted AHA to schedule an alternate time for the briefing, the application will be withdrawn.

For families headed by persons with disabilities, the participant briefing may be conducted at the applicant's home, or at some other accessible location. Applicants requiring this accommodation must request it at the time they receive the briefing notice.

2. Before receiving a voucher, all applicants are required to attend a briefing session, during which the operation of the program and the responsibilities of the family and the owner will be explained. The briefing will include an explanation of where a family can live, and how portability works. All families will receive Mobility Counseling explaining the advantages of moving to an area that does not have a high concentration of poor families.
3. All voucher holders will receive a Family Packet, which includes all information required by **24 CFR 982.301 (b)**.

## **C. Term of the Housing Choice Voucher**

1. Vouchers are issued for an initial term of 60 days.
2. If, at the end of 60 days, the voucher holder has not submitted a Request for Tenancy Approval (RTA) the voucher will expire unless the family has requested, and received approval for, an extension. Extensions will be approved only for good cause, including, but not limited to, illness or hospitalization during the initial 60 days, difficulty in locating units suitable for large families, or accommodating special needs of the family. Extensions are for 30 days only. A maximum of 2 extensions will be given unless the request for further extension is

verified to be related to a disability which has prevented the applicant from using the voucher sooner.

3. The AHA will provide a full 120 days of search time for applicants with disabilities to utilize their vouchers before they will expire. No further extensions will be given except as a reasonable accommodation.
4. The AHA practices “tolling”, or the suspension of the term of the voucher upon receipt of the RTA. RTAs are accepted at any time during the initial 60-day term. If, after the initial or follow-up inspection, the unit is approved, a HAP contract is executed on behalf of the family. If the unit is not approved, consideration will be given as to whether there is sufficient time remaining under the initial term for the family to locate another unit, or whether a 60-day extension is needed. No extensions beyond 120 days will be given.

#### **D. Assistance to Families Subjected to Illegal Discrimination**

1. Families who believe that they have been subjected to illegal discrimination during their search for housing should report the occurrence to the Housing Director. The Housing Director, in conjunction with the city or state Fair Housing representatives, will investigate the complaint and take whatever action is determined appropriate.
2. Families who have been subjected to illegal discrimination, and have reported the occurrence to AHA, will be eligible to receive an extension to the maximum 120 days.

## **Section V            Leasing Units**

### **A. Owner Requests for Information**

1. Owners who contact the AHA to request information regarding a voucher holder will be given the family's current address as shown in the authority's records and the name and address, if known, of the landlord at the family's current and prior addresses and whether the applicant has been evicted for criminal activity or drug-related criminal activity in the past three years. No other information regarding the family will be given to any prospective landlord.
2. The AHA shall give each family a statement of the policy on providing information to owners. The statement shall be included in the information packet that is given to a family selected to participate in the program.
3. The AHA will inform owners of their responsibility for screening the voucher holders to determine their suitability for tenancy. Factors such as payment of rent and utility bills, care of a leased unit, criminal activity, and respect for the rights of others may be considered.

### **B. Request for Tenancy Approval**

1. When the voucher holder finds a unit that is suitable, and the owner has agreed to lease the unit to the family, the family and the owner will complete the Request for Tenancy Approval and submit it to AHA. The AHA will determine whether the unit is within its jurisdiction, and, if so, will schedule a Housing Quality Standards (HQS) inspection of the unit.
2. The AHA may, at its administrative discretion, refuse to enter into a new Section 8 Housing Assistance Payment (HAP) contract with an owner because:
  - A. The owner refuses (or has a history of refusing) to evict families for drug related or violent criminal activity, or activity that threatens the health, safety or right of peaceful enjoyment of premises by tenants, AHA employees, or owner's employees, or by neighbors.
  - B. The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
  - C. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - D. The owner has engaged in drug trafficking.
  - E. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant based programs or with applicable housing standards for units leased with project based Section 8 assistance or leased under any other federal housing program.

- F. The owner has a history or practice of renting units that fail to meet State or local housing code.
  - G. The owner has not paid State or local real estate taxes, fines or assessments.
1. The AHA will not approve a unit owned by a specific owner under the following circumstances:
    - A. If the AHA has been informed by HUD or otherwise that the owner has been debarred, suspended or subject to a limited denial of participation (**24 CFR 24**);
    - B. If directed by HUD because the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
    - C. If directed by HUD because of a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

If the owner is disapproved, notification will be made, including reason, to the owner and the subsidy holder. The owner will be given an opportunity to rectify any deficiencies.

### **C. Housing Types**

1. Generally, for inclusion in the voucher program, the unit must have a living room, a kitchen, and a bathroom for the exclusive use of the family, and must be able to be used and maintained without unauthorized use of other private properties.
2. The AHA will not approve the use of shared housing, congregate housing, group homes, or single room occupancy units in its voucher program, unless the use of such housing is necessary to provide reasonable accommodation for a person with disabilities.

### **D. Rents - Housing Choice Voucher Program**

1. Generally, the AHA will set its Housing Choice Voucher Payment Standard between 100 and 110 percent of the HUD-published fair market rent (FMR). Within those limits, AHA may set higher or lower payment standards for certain areas within the jurisdiction as appropriate. The payment standard(s) will be based on information collected by AHA regarding rents in each area, and the rent burdens incurred by program participants.

2. A family renting a unit at or below the payment standard pays as gross rent the highest of 30 percent of the monthly adjusted income, 10 percent of the monthly gross income, or the established minimum rent. A family renting a unit above the payment standard pays the highest of 30 percent of the monthly adjusted income, 10 percent of the monthly gross income, or the established minimum rent, plus any rent above the payment standard.

The initial rent for any unit leased under the voucher program must not require that a family pay more than 40 percent of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new unit. The rent can exceed the MIRB if a lease is renewed for the same unit.

3. AHA requires all participants to pay a minimum rent not less than \$50 per month rent. If, based on the family's income (both 30 percent of adjusted monthly income and 10 percent of monthly income) TTP is calculated to be less than \$50, AHA will set the family's TTP at \$50.
4. The AHA will not approve units for inclusion in the voucher program whose rents exceed the rents for comparable unassisted units in the market area (rent reasonableness).

The AHA will conduct an annual survey of private market rents in its jurisdiction to be used in its determination of rent reasonableness. The survey will include typical contract and gross rents (contract rents plus AHA's allowance for tenant-paid utilities, if any) for a representative sample of units of each housing type and size, in each of the areas within its jurisdiction that AHA has determined constitutes a distinct market area.

In establishing the reasonable rent for a unit proposed for inclusion in the program, AHA will also consider the quality and age of the unit to be leased, and the amenities, housing services, and maintenance provided by the owner.

The process used to determine rent reasonableness will be documented in each tenant file.

## **E. Unit Inspections**

1. The AHA or its contractor will inspect each unit for compliance with HUD's Housing Quality Standards (HQS), as soon as possible, but in no instance later than fifteen days after the receipt of the Request for Approval of Tenancy.
2. All units proposed for inclusion in the Section 8 program must be in compliance with HQS prior to the beginning of the Housing Assistance Payments Contract (HAP).
3. If the proposed unit does not meet HQS, AHA will advise the owner, in writing, what repairs must be made to bring the unit into compliance. The owner will be advised that the repairs must be completed within 30 days, and will be advised of

any earlier date by which the repairs must be made to be added to the program rolls for the first of the following month. If the owner is present at the initial inspection, s/he will also be told what repairs must be made, and the time frame in which they must be completed.

4. If the repairs are not made within 30 days, the unit will not be approved for inclusion in the program, and the voucher holder will be advised to look for another unit.

## **F. Portability**

1. Any applicant family who is living in AHA's jurisdiction when they apply for the Housing Choice Voucher program will be permitted to port out when they first receive a voucher, or, so long as they are compliant with program requirements, any time they would be permitted to move with continued assistance. If the PHA into whose jurisdiction the family moves cannot or will not absorb the porting family, the receiving PHA must bill AHA for the HAP payment and the approved percentage of the administrative fee.
2. Families who apply for the housing choice voucher program from a location outside of AHA's jurisdiction must live in AHA's jurisdiction for one year before they will be eligible to port out.
3. When a family wishes to move into the jurisdiction of AHA with a voucher issued by another housing authority, AHA will absorb the participant into the program if there is sufficient budget authority available. If the budget authority is insufficient, AHA will administer the unit for the originating housing authority until budget authority is available, at which time the participant will be absorbed into the AHA's program.

## **Section VI            Annual Functions**

### **A.      Recertification of Family Eligibility**

1. At least annually, prior to the anniversary date of the HAP contract, participating families will be required to attend a recertification interview, to advise AHA of any changes in the family's size or circumstances, and to resubmit documentation to AHA regarding the family's income and allowable deductions. Any change in the family's payment that results from this reexamination will become effective on the anniversary date of the HAP contract.
2. AHA is adopting a "fixed rent" policy with respect to interim increases in income (between regular recertifications). AHA will require families to **report** interim increases in income, but will not increase rent unless the family has already received an interim reduction in rent because of a documented reduction in income or increase in eligible deductions until the family's next annual recertification.
3. Families whose income decreases may request an interim recertification any time during the year. Once verified by AHA, the change in the family's payment resulting from the decrease in income will be effective the first of the month following the participant's notification to AHA.
4. A family's rent will not be decreased as a result of a reduction in welfare benefits based on welfare fraud by a member of the family or the family's failure to comply with the welfare program requirements for work activities or participation in an economic self-sufficiency program if verified by the welfare agency. If a reduction in income results from the expiration of a lifetime limit on benefits or a loss of benefits because of a durational time limit on welfare benefits despite compliance, AHA will reflect the reduced income in determining the family's annual income.

### **B. Annual Inspection of Units**

1. At least once a year, prior to the anniversary date of the HAP contract, AHA will conduct an inspection of each assisted unit. If AHA determines that the unit is not in compliance with inspection standards, notice will be sent to the owner advising him/her of the repairs needed. 30 days will be generally be allowed for the owner to make the repairs, except for repairs needed to correct a condition determined by AHA to be life-threatening, which must be made within 24 hours. AHA will reinspect the unit after the time allowed, or at such earlier time as the owner notifies AHA that the repairs have been made. If the repairs have not been made after 30 days, the HAP payment will be abated until the repairs are made or until the anniversary date of the contract. If repairs are not made by the anniversary date of the HAP contract, the HAP contract will be terminated and the family advised to look for another unit.

2. No retroactive payment will be made for the period after the first 30 days during which the unit was not in compliance with HQS.
3. AHA will bar owners from future participation in the Section 8 program who have three units abated or terminated for non-compliance with HQS.
4. If the unit fails HQS for reasons attributable to the family's care or use of the unit, the family will receive written notification of the actions to be taken and a copy of the notice will be sent to the owner. Such failure may occur when the family fails to pay for utilities that are to be paid by the family, the family fails to provide or to maintain in working order any appliances that are provided by the family, or a member or guest of the family causes damages to the unit beyond normal wear and tear. The family will be given 30 days to correct the defect or 24 hours if the resulting condition is determined by AHA to be life threatening. If the defect is not corrected by the family during the time allowed, the HAP contract and the family's participation in the program will be terminated.
5. The family or the owner may request an inspection at any time during the year if a deficiency exists and if efforts to have the deficiency corrected by the responsible party -- owner or family -- have failed. The inspection and AHA's follow -up will be handled as described in B 2 and B 4, above.

### **C. Rent Increases**

1. The owner may request a rent increase at any time that an increase is allowed under the lease. This request must be in writing. AHA's approval of the increase will be subject to its determination that the resulting rent will not exceed rents for comparable unassisted units in the market area (rent reasonableness). At no time during the assisted tenancy will the rent to the owner exceed the reasonable rent as determined by AHA.

## **Section VII            Changes in Family Size, Family Separations, Absences, and Moves**

### **A. Changes in Family Size**

1. If the family size increases while the family is receiving assistance under the voucher program, and the family becomes eligible for a larger voucher, AHA will issue the larger voucher at the family's request.
2. If the increase in family size results in the assisted unit failing HQS space standards, AHA will issue the larger voucher at the family's request, but in any case no later than the anniversary date of the current HAP contract, and the family will be required to find a larger unit. The HAP contract for an overcrowded unit will be terminated as of the anniversary date of the contract.
3. If the family size decreases while the family is receiving assistance under the voucher program, and the family becomes ineligible for the unit size it currently occupies, AHA will issue the smaller voucher at the family's request, but in any case no later than the anniversary date of the current HAP contract. The HAP contract for an oversized unit will be terminated as of the anniversary date of the contract.
4. If the AHA proposes to terminate a HAP contract under the provisions of A 2 or 3, above, it will notify the family of allowable exceptions to the AHA's occupancy standard (age, health, or handicap of an elderly or disabled family member), and the process by which the family can request an exception.
5. AHA will not terminate a HAP contract under the provisions of VII A 3 above if it has determined that there is no acceptable unit available for rent by the family in the jurisdiction of AHA.

### **B. Family Separations**

If family spouses or co-tenants separate during the time the family is receiving Section 8 assistance, AHA will determine who retains the assistance as follows:

1. First consideration will be given to a family member forced to leave the household as a result of actual or threatened violence by a spouse or other family member.
2. Second consideration will be given to an adult family member with custody of minor children.
3. Third consideration will be given to an adult family member with custody of ill, elderly, or disabled family members.
4. If none of the above apply, the adult member initially designated as head of household will retain the Section 8 assistance.

### **C. Family Absences from the Assisted Unit**

1. An assisted family that finds it necessary to be absent from the unit for a more than 30 consecutive days is required to notify the owner and AHA of their absence, and the date by which they expect to return. If the unit will be occupied during the family's absence by a caretaker not ordinarily a part of the household, the tenant must secure the owner's permission for the arrangement, and must notify AHA. If AHA finds the assisted unit unoccupied, or occupied by someone other than the designated head of household or other adult member of the family, it will assume that the family has vacated the unit and will terminate the HAP contract.
2. Under no circumstances may the family be absent from the assisted unit for more than 180 consecutive days. If the family's absence exceeds 180 days, AHA will terminate the HAP contract.
3. If the family has given the notice required in C 1, above, the family will be eligible to receive a new voucher within 180 days of the termination of the HAP contract if assistance is available under the voucher program. For purposes of determining eligibility, these families will be considered as having been continuously assisted under the 1937 Act, and the very-low income limitation will not apply.
4. If the required notice has not been given, or if more than 180 days have elapsed since the termination of the HAP contract, the family will not be eligible to resume assistance, and must reapply when applications are being accepted.

### **D Family Moves with Continued Assistance**

1. An assisted family in good standing may move to a new unit at any time with continued assistance if the HAP for the old unit has been terminated due to the owner's breach, if the tenant has given the owner notice consistent with the terms of the lease, or if there is a mutual agreement between the owner and the family that the lease can be terminated.
2. The AHA does not limit when or how often an assisted family may move under the conditions described in D 1, above.
3. Amounts paid by for vacancy loss, tenant damages, and/or unpaid rent under an old form of the HAP contract must be repaid by the family prior to AHA's issuance of a new voucher.
4. If the owner has evicted the tenant for serious or repeated violation of the lease or for criminal activity in or around the assisted unit, or if the HAP has been terminated because of the tenant's failure to meet his/her family obligations under the Section 8 program, assistance will be terminated and the family will not be able to move to a new unit with continued assistance.

## **Section VIII Evictions**

### **A. Evictions**

1. An owner may evict a Section 8 tenant at any time for serious or repeated violations of the lease; violation of local, State, or federal laws applicable to the tenant's occupancy of the unit; violent criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit; or drug-related criminal activity.
2. After the first year, an owner may give notice of lease termination to a Section 8 tenant for other good cause, including unwillingness by the family to accept a new lease or revision to the lease; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential unit; or a business or economic reason for termination of the tenancy.
3. The owner must give the tenant a written notice of intention to terminate the lease, and the grounds for the termination, and must give a copy to the AHA. If the lease is being terminated for business or economic reasons, the owner is required to give the tenant 90 days' notice, and send a copy of the notice to HUD.
4. A Section 8 tenant who is evicted for serious or repeated violations of the lease; violation of local, State, or federal laws applicable to the tenant's occupancy of the unit; violent criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit; or drug-related criminal activity will have his/her assistance terminated and will not be eligible to move to a new unit with Section 8 assistance.

## **Section IX            Terminations and Informal Hearings**

### **A. Terminations**

1. The AHA will terminate assistance to Section 8 tenants who fail to meet their family obligations under the program. These obligations include supplying required information, maintaining the unit and supplying tenant-paid utilities and appliances as required under HQS, allowing AHA to inspect the unit, complying with the provisions of the lease, notifying the AHA and the owner before moving, giving the AHA a copy of any eviction notice, and using the assisted unit as the family's only residence.
2. The AHA will terminate assistance to participating families if any member of the family commits violent or drug-related criminal activity.

Drug-related criminal activity includes the use, possession, transport, purchase or sale of any controlled substance, whether or not the activity occurs in or near the assisted unit. The AHA will make its decision regarding the termination of assistance based on the preponderance of evidence indicating that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

3. The AHA will terminate assistance to tenants who commit fraud in connection with the Section 8 program. Intentional misrepresentation of the family's income, preferences, or allowable deductions at the initial eligibility interview or annual reexamination will be considered fraud, and will be grounds for the immediate termination of the family's assistance.
4. The AHA will terminate assistance to tenants who refuse to enter into repayment agreements for amounts owed the AHA under the Public Housing or Section 8 programs.
5. The AHA will terminate assistance to tenants who fail to make three consecutive payments under an existing repayment agreement.

### **B. Informal Hearings**

1. The AHA will provide the opportunity for an informal hearing to program participants who are being terminated from the program for cause as stated above, for absencing themselves from the assisted unit per Section VII B, because of a determination of ineligible immigration status, or AHA's decision that the family must relocate to a smaller unit size. The AHA will send written notice of the reason(s) for the proposed action, and advise the participant that if he/she does not agree with the decision, he/she may request an informal hearing, in writing, within 10 working days of the notice. If the participant requests a hearing, the assistance will not be terminated until the final decision is made.

The AHA will also provide the opportunity for an informal hearing as a result of the adverse affect (no reduction in rent) due to reductions in welfare benefits for welfare fraud or failure to comply with welfare department economic self sufficiency program requirements.

2. When a participant requests a hearing, the AHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearing, the participant will be given an opportunity to examine and copy any documents pertinent to the family's termination.
3. The hearing will be conducted in accordance with the AHA's Informal Hearing Procedure. The family may be represented by a lawyer or other representative, at its own expense. The family will be given the opportunity to present evidence, and to question any witness. The hearing officer will issue a written decision within 10 working days, stating the reasons for the decision.
4. An informal hearing will also be provided for participants who believe that their annual or adjusted income, utility allowance, or allowable unit size has not been determined in accordance with the law, HUD regulations, or the AHA's policies. These participants will first be given an explanation of the basis for the AHA's determination. If the family still does not agree with the determination, an informal hearing will be scheduled as above.

## **Section X            Program Management**

### **A. Leasing Units**

1. The AHA will take all actions necessary to reach and maintain a utilization rate of at least 95 percent.
2. The AHA will prepare a monthly report showing the number of voucher units under lease, and the number of vouchers outstanding by race, ethnicity, age and disability of applicants and participants.

### **B. Revising Utility Allowance Schedules**

1. At least annually, the AHA will obtain and analyze utility rate data for all utility providers in the local jurisdiction, and will determine whether there has been a change of 10 percent or more in the rate for any utility since the last revision of the Utility Allowance Schedule.
2. If there has been a change of 10 percent or more, an appropriate adjustment to the schedule will be made. No adjustment will be made for any increase calculated to be less than \$1 per unit month.

### **C. Revising Voucher Payment Standards**

1. At least annually, the AHA will determine whether the payment standard is adequate to allow families to find housing. The AHA will analyze data on current voucher program participants, and will determine whether the number of voucher program participants paying more than 40 percent of their Adjusted Gross Income for rent and utilities is significant.
2. If AHA determines that a significant number of voucher program participants are paying more than 40 percent, data on the rent and utility cost of units in the market area will be examined to determine whether there is an adequate supply of rental units of all sizes available at or below the payment standard families who do not choose to accept an excessive rent burden.
3. The payment standard for each unit size will be set at a level adequate to allow families to lease units under the voucher program. However, under no circumstances will the voucher payment standard be set at less than 90 percent or more than 110 percent of the published Fair Market Rent without HUD approval.

### **D. Administrative Fee Reserve**

1. The AHA maintains an administrative fee reserve for the Section 8 program. The AHA credits to the administrative fee reserve the total of:

- A The amount by which program administrative fees paid by HUD for a fiscal year exceed AHA's program expenses for the fiscal year, plus
  - B Interest earned on the administrative fee reserve.
2. If funds in the administrative fee reserve are not needed to cover the AHA's Section 8 administrative expenses, AHA may use these funds for other housing purposes permitted by State and local law. However, HUD may prohibit use of the funds for certain purposes.
  3. The AHA Board of Commissioners has established a limit of \$9,999 on the amount that may be charged against the administrative fee reserve for non-Section 8 expenditures without Board approval.

## **Section XI          Family Self-Sufficiency (FSS)**

### **A. FSS**

If the AHA applies and receives Section 8 Vouchers from HUD to establish a Family Self-Sufficiency Program, its Action Plan would be incorporated into the Section 8 Administrative Plan as Appendix I.

## **Section XII          Expanding Housing Opportunities Through Mobility Counseling**

### **A. Housing Opportunities**

The AHA is committed to providing its Section 8 participants with the broadest possible range of housing choices. Actions to be taken will include:

1. Providing a thorough explanation to voucher holders of where they can move, using maps showing the various areas in and outside of AHA's jurisdiction, and the location of key facilities and services. Discussing the advantages of living outside areas of low-income concentration.
2. Providing a thorough explanation of portability under the Section 8 program, and including in the packet a listing of the names and phone numbers of contact persons at neighboring housing authorities.
3. Providing voucher holders and participants who wish to move with listings of units throughout the jurisdiction currently available for Section 8 participants, and of owners and organizations operating outside of areas of low-income concentration.
4. Recruiting landlords in neighborhoods of the jurisdiction where there are low concentrations of minorities and persons of low income.
5. Evaluating the need for, and seeking HUD approval if necessary, for payment standards exceeding 110 percent of the published Fair Market Rent for areas with lower concentrations of low-income families (applying for sub-market fair market rents).
6. Conducting outreach to owners of rental housing in the jurisdiction and surrounding jurisdictions in areas with lower concentrations of low-income families. Outreach efforts will include periodic advertisements in the newspaper of general circulation, semi-annual meetings with current and potential owners, and the distribution to owners of informational materials about the Section 8 program.