

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

Small PHA Plan Update
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: Blair Housing Authority
758 South 16th Street
Blair NE 68008

PHA Number: NE092

PHA Fiscal Year Beginning: (mm/yyyy) 01/2001

PHA Plan Contact Information:

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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

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
- Main administrative office of the local, county or 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)

PHA Programs Administered:

- Public Housing and Section 8 Section 8 Only Public Housing Only

Annual PHA Plan
Fiscal Year 2001
 [24 CFR Part 903.7]

i. Table of Contents

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

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<input checked="" type="checkbox"/> Attachment A : Supporting Documents Available for Review	
<input checked="" type="checkbox"/> Attachment <u>ne092b01</u> : Capital Fund Program Annual Statement	
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<input type="checkbox"/> Attachment <u> </u> : Public Housing Drug Elimination Program (PHDEP) Plan	
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<input checked="" type="checkbox"/> Attachment <u>ne092e01</u> : Membership of Resident Advisory Board or Boards	
<input type="checkbox"/> Attachment <u> </u> : Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text)	
<input checked="" type="checkbox"/> Other (List below, providing each attachment name)	
ne092f01 - Action Plan for the PHAS Resident Survey	
ne092g01 – Summary of Policy or Program Changes	

ii. Executive Summary

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

This Section is left blank since it is optional.

1. Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

- **We have made numerous changes to our policies and/or programs based on changes in statutes and/or HUD regulations that have occurred in the past year. HUD mandated all of these. These changes are specifically identified in attachment ne092g01.**

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ 139,280

C. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment NE092c01

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment NE092b01

3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability: 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 next component ; if "yes", complete one activity description for each development.)

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)	
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. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)	
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:	

4. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

A. 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 next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply

with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards

- Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

5. Safety and Crime Prevention: PHDEP Plan

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) PHDEP grant for the upcoming year? \$ _____

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

6. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

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 Attached at Attachment (Filename)

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

- The PHA changed portions of the PHA Plan in response to comments
A list of these changes is included
 Yes No: below or
 Yes No: at the end of the RAB Comments in Attachment _____.
- Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment _____.
- Other: (list below)

NOTE: The Blair Housing Authority does not have a resident advisory board at the time this plan was prepared. The residents of the authority do not wish to participate in a formal manner in the preparation of this plan and they do not wish to form a resident advisory board. The Authority does encourage involvement of the residents by communicating to the residents the opportunity to form a resident advisory board by personal contacts and by posting notices. Furthermore, the Authority is going to have the residents sign a notification form at the time they move in and at each annual re examination that they have been notified of the opportunity to form a resident advisory board.

B. 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: (provide name here) State of Nebraska; City of Blair
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 specific initiatives contained in the Consolidated Plan. (list such initiatives below)
 - Other: (list below)
3. PHA Requests for support from the Consolidated Plan Agency
 - Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:
4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The Blair Nebraska comprehensive Plan & Economic Profile & Plan of 2006 has recognized the Blair Housing Authority as a resource to the community as an implementer of both project based and tenant based Section 8 rental assistance. The plan also acknowledges that the City of Blair Housing Authority serves the community of Blair and is empowered by existing legislation to become involved in all aspects of affordable housing in the community. This includes housing for persons and families of all ages and income. Additionally, the Housing Authority is deemed to have access to a variety of sources of funding as well as the ability to secure tax exempt bond financing for local based housing projects.

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

A substantial deviation from the 5-year Plan occurs when the Board of Commissioners decides that it wants to change the mission statement, goals or objectives of the 5year plan.

B. Significant Amendment or Modification to the Annual Plan:

Significant amendments or modifications to the Annual Plan are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the plans of the agency and which require formal approval of the Board of Commissioners.

Attachment ne092g01

The following changes were made to the ACOP:

Section 8.2 (B) added:

The Blair Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

Section 10.3 added:

If admissions of extremely low-income families to the Blair Housing Authority's voucher program during a fiscal year exceed the 75 % minimum targeting requirement for the Blair Housing Authority's voucher program, such excess shall be credited (subject to the limitations in this paragraph) against the Blair Housing Authority's basic targeting requirement for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

- A. Ten % of public housing waiting list admissions during the Blair Housing Authority fiscal year;
- B. Ten % of waiting list admissions to the Blair Housing Authority's Section 8 tenant-based assistance program during the PHA fiscal year; or
- C. The number of qualifying low income families who commence occupancy during the fiscal year of Blair Housing Authority public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low income family means a low-income family other than an extremely low-income family.

Section 11.1 (C) added:

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Blair Housing Authority believes that past income is the best available indicator of expected future income, the Blair Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

1. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Blair Housing

Authority by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Blair Housing Authority, the welfare agency will inform the Blair Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Blair Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Blair Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Blair Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Blair Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Blair Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Blair Housing Authority denies the family's request to modify such amount, then the Blair Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Blair Housing Authority's determination of the amount of imputed welfare income. The Blair Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an excrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

g. Relations with welfare agencies

- 1). The Blair Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Blair Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- 2). The Blair Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Blair Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Blair Housing Authority shall rely on the welfare agency notice to the Blair Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

Attachment ne092g01

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

- C. The sum of the following, to the extent the sum exceeds three % of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten(10) days of receipt by the resident.
- B. The Blair Housing Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Blair Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Blair Housing Authority shall do one of the following:

Attachment ne092g01

1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The Blair Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Blair Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

Section 13.1 added the following:

- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Blair will provide them with the following information whenever they have to make rent decisions:
 1. The Blair Housing Authority's policies on switching types of rent in case of a financial hardship; and
 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Blair Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Blair Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

Section 13.2 changed to:

13.2 THE INCOME METHOD

Attachment ne092g01

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent.

Section 14.8 added:

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Blair Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

Attachment ne092g01

The following changes were made to the Section 8 Administrative Plan:

Section 3.2 A added:

- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

Section 9.2 A added:

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Blair Housing Authority believes that past income is the best available indicator of expected future income, the Blair Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Section 9.2 B 6 added:

- b. Imputed welfare income.
 - 1). A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Blair Housing Authority by the welfare agency), plus the total amount of other annual income.
 - 2). At the request of the Blair Housing Authority, the welfare agency will inform the Blair Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Blair Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Blair Housing Authority will use this information to determine the amount of imputed welfare income for a family.
 - 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Blair Housing Authority by the welfare agency).
 - 4). The amount of the imputed welfare income is offset by the amount of additional income a family

receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

- 5). The Blair Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- 6). If a participant is not satisfied that the Blair Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Blair Housing Authority denies the family's request to modify such amount, then the Blair Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Blair Housing Authority's determination of the amount of imputed welfare income. The Blair Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- 7). Relations with welfare agencies
 - a). The Blair Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Blair Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - b). The Blair Housing Authority is responsible for determining the amount of imputed

welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Blair Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

- c), Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Blair Housing Authority shall rely on the welfare agency notice to the Blair Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

Section 9.4 added:

- D. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 3. Unreimbursed medical expenses of any elderly family or disabled family; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction

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shall not exceed the amount of employment income that is included in annual income.

Section 9.5 and 9.6 added:

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- D. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the participant.
- E. The Blair Housing Authority shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- F. After the reconciliation is complete, the Blair Housing Authority shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the Blair Housing Authority shall do one of the following:
 - 5. Immediately collect the back over paid assistance paid by the agency;
 - 6. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 7. Terminate the participant from the program for failure to report income; or
 - 8. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 COOPERATING WITH WELFARE AGENCIES

The Blair Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

Attachment ne092g01

- D. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- E. To provide written verification to the Blair Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

Section 11.5 A added:

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.