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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2007

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: Indianapolis Housing Agency **PHA Number:** IN017

PHA Fiscal Year Beginning: 01/2007

PHA Programs Administered:

☒**Public Housing and Section 8** ☐**Section 8 Only** ☐**Public Housing Only**

Number of public housing units: 1756 Number of S8 units: Number of public housing units:
Number of S8 units: 5683

☐PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

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 2005 - 2009
[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:
To be a top-performing agency that provides quality and affordable housing; contributes to safe communities; encourages individual and family self-sufficiency; and affirmatively promotes fair housing.

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: **Increase voucher population by 5% annually per HUD's availability of additional rental vouchers**
- ☒ Reduce public housing vacancies:
  Maintain a minimum 97% adjusted occupancy rate
- ☒ Leverage private or other public funds to create additional housing opportunities: **Leverage the use of private/ public funds for the redevelopment, rehabilitation, acquisition and/or ownership interest/partnerships in properties**
- ☒ Acquire or build units or developments:
  Acquire or have ownership interest in a minimum of two (2) development sites

☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing
Objectives:

☒ Improve public housing management:
Increase PHAS score to 90 total points and complete decentralization (site-based) of property management by 2006

☒ Improve voucher management:
Increase SEMAP score to raise rating to Standard performer

☒ Increase customer satisfaction:
Develop a process to survey and engage client's customer satisfaction annually and address any concerns accordingly; achieve a 90 % customer satisfaction rate by year end 2009

☒ Concentrate on efforts to improve specific management functions:
Initiate Decentralization of Site-based Management (public housing); improve overall SEMAP score in the following areas: inspections, rent calculations, and re-certification
Increase PHAS financial score to 14 by 12/31/05, 18 by 2006, and achieve high performance status by 12/31/07

☒ Renovate or modernize public housing units:
100% of existing modernization units over 5 years (20% each year)

☒ Demolish or dispose of obsolete public housing:
IHA has no current plans on demolishing or disposing of any of its existing communities. However, IHA will evaluate its housing and non-dwelling properties to determine if any strategic or individualized unit demolition would be beneficial to the Agency for legitimate affordable housing purposes, including but not limited to health and safety, deconcentration, redevelopment, or any other legitimate business purpose as defined by IHA. IHA is particularly concerned regarding the availability of current Capital Fund proceeds to address capital needs over the next five years. IHA will also conduct an analysis of its existing housing stock to determine the "best and highest use" of each its properties. The analysis may be conducted on IHA's entire stock or in phases, as determined to be reasonable and appropriate by IHA.

(continued)

Based on IHA's analysis, the appropriateness of any disposition application will be considered, and said application would be submitted as required.

☒ Provide replacement public housing:
IHA will include public housing replacement in all qualified mixed-finance/mixed use developments acquired and/or sponsored by the agency (2 site developments over 5 years)

☒ Provide replacement vouchers:
IHA will provide an adequate number of replacement vouchers for all eligible participants and develop policies and procedures for this process (50 replacement vouchers over five years) if applicable through HUD's allocation of replacement vouchers

☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:

☒ Provide voucher mobility counseling:
125 clients served through mobility counseling over a five-year period

☒ Conduct outreach efforts to potential voucher landlords:
Conduct a minimum of two (2) annual landlord informational fairs; maintain and improve landlord website, guides, and other marketing activities

☒ Increase voucher payment standards:
Payment standards are reviewed periodically as a part of managing utilization, and the impacts on the families served by the program -IHA increased the voucher payment standards in 2006 from 90% to 100%

☒ Implement voucher homeownership program:
100 clients served through voucher homeownership program over a five-year period— Resident Opportunities Supportive Services (ROSS)-Homeownership Supportive Services (HSS)

☒ Implement public housing or other homeownership programs:
Continue the ROSS Housing Supportive Services (HHS) program for public housing residents

☒ Implement public housing site-based waiting lists:
Continue utilizing site-based waiting list (completed in 2002)

☐ Convert public housing to vouchers:

IHA will perform an analysis to determine appropriateness of conversion plan (s), and based on that determination may implement a program where appropriate with HUD's mandate

☒ Other:
Projects will be designed to promote opportunities that increase assisted housing choices such as the current Project-based Section 8 voucher program (In 2006, IHA increased the Project- Based Section 8 total voucher utilization base-line from 10% to 20%)

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:
Implementing measures to require mandatory FSS programs for all public housing family sites, which will be phased in over the next 5 years (resident ages 19-64)
Tracking and documenting income levels at all public housing sites or further analysis of deconcentration plan

☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
IHA will establish a process to insure mixed- income criteria in all project developments to promote mixed-income communities (HOPE VI projects: Red Maple Grove

☒ Implement public housing security improvements:
Implementing a public safety electronic security system in all senior communities

☒ Designate developments or buildings for particular resident groups:
IHA will perform due diligence to apply for additional designated housing, where appropriate based on the result of the analysis conducted

☐ Other:
Implement energy savings improvements and asset modernization at various family sites, and develop IDA's (Individual Development Accounts) programs for eligible residents

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:
The proposed mandatory FSS program for public housing residents (10% increase over the next 5 years)

☒ Provide or attract supportive services to improve assistance recipients' employability:
Maintain memorandums of understanding agreements with human service organizations that emphasize employment and training (# 100 total service providers)

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities:
Maintain memorandums of understanding agreements with human service organizations that assist elderly and disabled populations

Pursue external vendors for assisted living programs and services

Continue to provide mobility counseling and homeownership programs to the elderly and disabled through partnerships

☒ Other:
Continue to comply with HUD's Mandatory Earned Income Disallowance (MEID) for public housing residents
Create or sponsor a youth development program that focuses on life skills, higher education, and job readiness

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:
Continue disseminating housing information to the community at-large through promotional materials, presentations, training seminars, and counseling sessions on Fair Housing issues. Fair housing information is displayed at all IHA communities

☒ 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:
Continue partnering with the Institute on Disability and Community, and The Indiana Center for Residential on assisted housing issues

☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
Continue partnering with the Institute on Disability and Community and The Indiana Center for Residential living to provide supportive services as well as homeownership opportunities.
IHA will provide project-based vouchers for the above issue (15-20) and promote Social services as part of its' project-based initiatives

☐ Other: (list below)

Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☐ **Standard Plan**

☒ **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.

During 2006, Due to the Agency's current troubled status, the Indianapolis Housing Agency (IHA) continued to meet its requirements of the Memorandum of Agreement (MOA) between IHA, HUD and the City of Indianapolis. Though the IHA continued to endure some challenging financial times, which affected the service level to clients and the staff responsible for implementing the housing programs and services; nonetheless, IHA staff continued re-evaluating, developing and updating its internal policy and procedures in order to establish better accountability measures, to create training tools that would assist the IHA with ensuring staff accuracy and efficiency to our clients and partners.

The following information contained in this document describes the Agency's annual objectives, goals and plan towards continued management restructuring and fiscal discipline and administrative oversight of the public housing and the Section 8 voucher program. With these efforts, the Agency's long-term goal is to achieve high-performing status in both programs thereby providing high-quality housing to eligible participants in the most cost-effective way that also promotes self-sufficiency.

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:

☒ Admissions Policy for Deconcentration – **Attachment A**
☒ FY 2007 Capital Fund Program Annual Statement –**Attachment B**
☒ Most recent board-approved operating budget - **Attachment C**
☒ List of Resident Advisory Board Members- **Attachment D**
☒ List of Resident Board Member-**Attachment D**
☒ Community Service Description of Implementation- **Attachment E**
☒ Information on Pet Policy- **Attachment F**
☐ Section 8 Homeownership Capacity Statement, if applicable-**Attachment G**
☒ Description of Homeownership Programs, if applicable- **Attachment H**

Optional Attachments:

☒ PHA Management Organizational Chart- **Attachment I**
☒ FY 2005-2009 Capital Fund Program 5 Year Action Plan- **Attachment J**
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards-**Attachment K**
☒ Other (List below, providing each attachment name)

- 2005-2009 5 Year Goals/Achievement Summary-**Attachment L**
- Section 8 Administrative Plan- **Attachment M**
- Admissions & Continued Occupancy Policy (ACOP)- **Attachment N**
- Significant Amendment and Substantial Deviation Statement- **Attachment O**

- Annual Performance and Evaluation Reports (P&E)-**Attachment P**

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
☒	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
☒	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
☒	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
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
☒	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
☒	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
☒	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
☒	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 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	income mixing analysis	
☒	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
☒	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
☒	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
☒	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
☒	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
☒	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
☒	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
☒	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	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
☒	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
☒	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	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
☒	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
☒	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
☒	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
☒	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
☒	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
☒	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
☒	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	30,704	5	5	5	4	3	3
Income >30% but <=50% of AMI	34,468	4	5	5	4	3	4
Income >50% but <80% of AMI	48,881	3	3	4	2	4	5
Elderly	15,909	4	5	3	2	1	3
Families with Disabilities	98,000 persons	4	4	3	5	3	4
Race/Ethnicity White: White-Hispanic	58,335 5,590	3 4	4 4	3 3	4 4	2 2	2 2
Race/Ethnicity Black	34,686	5	4	3	4	2	3

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Race/Ethnicity American Indian	430	3	4	3	4	2	3
Race/Ethnicity Asian Pacific	2007	2	4	3	4	2	3

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

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: **2005-2009 City of Indianapolis-- Consolidated Plan**

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☒ Other housing market study
Indicate year: **2000 U.S. Census Bureau**

☐ 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.

Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: CCS data as of 10/01/2006			
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 (10/1/05-9/30/06)
Waiting list total	1238		413
Extremely low income <=30% AMI	1090	88.05%	
Very low income (>30% but <=50%	138	11.115%	

Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: CCS data as of 10/01/2006			
AMI)			
Low income (>50% but <80% AMI)	10	0.81%	
Families with children	750	60.6%	
Elderly families	46	3.8%	
Families with Disabilities	214	17.3%	
White/Non-Hisp	84	1.2%	
White/Hisp	15	6.8%	
Black/Non-Hisp	1127	91.0%	
Black/Hisp	3	0.2%	
Indian/Non-Hisp	1	0.1%	
Asian/Non-Hisp	3	0.2%	
Pacific/Non-Hisp	5	0.4%	

Housing Needs of Families on the Waiting List PUBLIC HOUSING Data Source: CCS data as of 10/01/2006			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	439	35.5%	199
2 BR	505	40.8%	68
3 BR	245	19.8%	107
4 BR	47	3.8%	30
5 BR	2	0.2%	9
5+ BR	0	0.0%	0

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

Housing Needs of Families on the Waiting List
SECTION 8 Table 1 – Lottery Winners Drawn or Special Categories as of 10/1/06
Data Source: CCS data as of 10/01/2006

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 (10/1/05-9/30/06)
Waiting list total	1854		1919
Extremely low income <=30% AMI	1578	85.11%	
Very low income (>30% but <=50% AMI)	233	12.57%	
Low income (>50% but <80% AMI)	43	2.32%	
Families with children	690	37.2%	
Elderly families	101	5.4%	
Families with Disabilities	217	11.7%	
White/Non-Hisp	154	8.3%	
White/Hisp	10	0.5%	
Black/Non-Hisp	1664	89.8%	
Black/Hisp	9	0.5%	
Indian/Non-Hisp	9	0.5%	
Asian/Non-Hisp	1	0.1%	
Pacific/Non-Hisp	7	0.4%	
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List SECTION 8 Table 1 – Lottery Winners Drawn or Special Categories as of 10/1/06 Data Source: CCS data as of 10/01/2006			
1BR	N/A	N/A	N/A
2 BR	N/A	N/A	N/A
3 BR	N/A	N/A	N/A
4 BR	N/A	N/A	N/A
5 BR	N/A	N/A	N/A
5+ BR	N/A	N/A	N/A

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

If yes:

How long has it been closed (# of months)? 12

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

Housing Needs of Families on the Waiting List
SECTION 8 Table 2 – Lottery Winners Not Drawn as of 10/1/06
Data Source: Lottery application forms

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 (10/1/05-9/30/06)
Waiting list total	2300 left on lottery list; 516 analyzed below **	** The remaining 1784 applications had missing or incomplete data and could not be analyzed.	1919
Extremely low income <=30% AMI	411	79.65%	
Very low income (>30% but <=50% AMI)	90	17.44%	
Low income (>50% but <80% AMI)	14 ---------- *(1 >80%)*	2.71%	
Families with children	347	67.2%	
Elderly families	20	3.9%	

Housing Needs of Families on the Waiting List SECTION 8 Table 2 – Lottery Winners Not Drawn as of 10/1/06 Data Source: Lottery application forms			
Families with Disabilities	80	15.5%	
White/Non-Hisp	92	17.8%	
White/Hisp	5	1.0%	
Black/Non-Hisp	412	79.8%	
Black/Hisp	8	1.6%	
Indian/Non-Hisp	5	1.0%	
Indian/Hisp	1	0.2%	
Asian/Non-Hisp	2	0.4%	
Asian/Hisp	0	0.0%	
Pacific/Non-Hisp	0	0.0%	
Pacific/Hisp	0	0.0%	
N/A or mixed race	9	1.7%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	N/A	N/A	N/A
2 BR	N/A	N/A	N/A
3 BR	N/A	N/A	N/A
4 BR	N/A	N/A	N/A
5 BR	N/A	N/A	N/A
5+ BR	N/A	N/A	N/A

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

If yes:

How long has it been closed (# of months)? 12

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

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**- if needed and IHA can utilize in accordance with HUD requirements**
- ☒ 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:
  The Agency continues to explore options to provide the necessary capital not just to address backlog capital needs but also to attract a healthy mix of incomes. One such strategy is the Administration's Public housing project-based Section 8. Should legislation be passed enacting this or some similar program, the IHA would likely pursue the program.

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:
The Agency will continue to explore additional funding opportunities with the City of Indianapolis and other human service organizations that provide resources to this targeted population through collaborative efforts.

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:
Implementing measures to require mandatory FSS programs for all public housing family sites, which will be phased in over the next 5 years (resident ages 19-64)

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
If feasible, after an analysis of current senior sites that includes elderly and disabled populations

☒ Apply for special-purpose vouchers targeted to the elderly, should they become available
If needed and IHA can utilize in accordance with HUD requirements
☐ Other:

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 **(Completed in 2002)**
☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
If needed and IHA can utilize in accordance with HUD requirements

☒ Affirmatively market to local non-profit agencies that assist families with disabilities
☒ Other:
Enter into additional memorandums of Understanding with Service Providers that offer assistance to families with disabilities, if deemed necessary by IHA 's assessment of current providers

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:

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:
Counsel public housing residents through the ROSS HHS program and Section 8 clients with the Homeownership voucher program

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:

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2007 grants)**		
a) Public Housing Operating Fund	4,544,238	
b) Public Housing Capital Fund	3,857,537	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	36,855,064	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	0	
2. Prior Year Federal Grants (unobligated funds only) (list below)		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
Capital Fund (RHF)	1,207,386	Public Housing Capital Needs.
Resident Opportunity and Self Sufficiency Grant	100,344	Public Housing Sopportive Services
3. Public Housing Dwelling Rental Income		
	3,065,415	Public Housing Operations
4. Other income (list below)		
Foundations	26,000	
4. Non-federal sources (list below)		
Total resources	**49,655,984**	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

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

☒ When families are within a certain time of being offered a unit: **(7-14 days)**

☒ Other: **At point of application**

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

Only applicable at Concord Eagle Creek

☒ Other
Credit history & Debt to PHA

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
☐ Community-wide list
☐ Sub-jurisdictional lists
☒ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☐ PHA main administrative office
☒ PHA development site management office
☐ Other (list below)

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

1. How many site-based waiting lists will the PHA operate in the coming year?
Eleven (11)

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
Interested persons can obtain site location and management contact information from the main administrative offices at IHA

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
☐ One
☒ Two
☐ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:
☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
☒ Emergencies
☐ Overhoused
☐ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other:
Disaster Affected Families receiving Public Housing Assistance

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):
Disaster-Affected Families receiving Public Housing Assistance
Barton Towers preference only- Midtown Mental Health (Agency governed by Health and Hospital Corporation) clients will be referred by caseworkers to reside at Barton Towers in accordance with the MOA between IHA and Health and Hospital Corporation

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

☒ Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

☒ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in the jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs

☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☒ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s)

Disaster-Affected Families receiving Public Housing Assistance (1)
Barton Towers preference only- Midtown Mental Health (Agency governed by Health and Hospital Corporation) clients will be referred by caseworkers to reside at Barton Towers in accordance with the MOA between IHA and Health and Hospital Corporation (1)

4. Relationship of preferences to income targeting requirements:
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

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

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

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

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

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

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

☐ Other (list policies and developments targeted below)

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

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

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

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

☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below:
Beechwood (completed 2002), Hawthorne/Blackburn (completed 2003), Twin Hills/Rowney (completed 2004)

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)

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

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

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

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

☐ Criminal or drug-related activity
☒ Other
Criminal history information is not shared with prospective owners

(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

IHA publishes public notices announcing the date, time and locations of where persons can apply. This notice also informs the public of when the waiting list is open and when it closes

(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:
Yes, for disabled and elderly families only

(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)
National and/ State Disaster Affected Families
Involuntarily Displaced by Government Action
Lottery (for persons w/o preference)

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

☐ Date and Time

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

Other preferences (select all that apply)
☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s)
National and/ State Disaster Affected Families (1)
Involuntarily Displaced by Government Action (1)
Lottery (for persons w/o preference) (2)

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
Persons claiming preference will be considered by date and time

All non- preference applicants will be selected by lottery number order

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**: Stated in the Admission and Continued Occupancy Policy Attachment (Income Disregard)**

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) (select one)

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

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

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

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

☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

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

☐ Never
☒ At family option
☐ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☒ Other
Anytime the family experiences an income decreases

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

IHA completed an area market study (fair market rents) in 2004, and based on the findings, IHA's flat rents should be adjusted to reflect an increase in flat rental rates. The last 2 year, IHA has not adjusted the flat rents; however, the proposed flat rents are still under consideration for the 2007 annual plan

Proposed flat rental rates below:

Bedroom Size	Flat Rental Rates
1 BDR	**$425**
2 BDR	**$510**
3 BDR	**$610**
4 BDR	**$710**
5 BDR	**$750**

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 below100% of FMR
☒ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

☐ Annually
☒ Other
Payment standards are reviewed periodically as a part of managing utilization, and the impacts on the families served by the program.

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
Utilization of funds and baseline units

(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)

The Indianapolis Housing Agency (IHA) has established a minimum rent of $50.00 per month for the Section 8 Housing Choice Voucher Program.

EXEMPTIONS FROM THE MINIMUM RENT REQUIREMENT:
To be considered for an exemption from the minimum rent requirement a tenant/participant household must demonstrate that it is experiencing a financial hardship due to an unexpected or unprecedented economic burden on the family. (The voluntary loss of income, or voluntary continued loss of income, does not necessarily qualify a family for the financial hardship exemption from minimum rent.)
Only the following situations shall qualify for the exemption:

- When the family has lost eligibility for, or is awaiting an eligibility determination from a federal, state or local assistance program, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits except for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- When the family would be evicted as a result of the imposition of the minimum rent requirement.
- When the family income has decreased due to changed circumstances, including involuntary loss of employment.
- When the family has an increase in expenses due to changed circumstances, such as medical costs, childcare, transportation, education, or similar items.
- When a death or severe illness has occurred in the assisted family household.

Requests for an exemption from the minimum rent **must be submitted in writing** to the Tempe Housing Services (IHA) office. This written request must be accompanied by the following:

1.) A completed IHA Section 8 Application for Continued Occupancy, listing all household members, all current and anticipated household income, all household assets and their sources. (Must be a complete application with asset and income questionnaire, and open verification form signed by each household member 18years of age and over.)
2.) A completed Zero Income Interview Guide and Checklist listing all the household members' current financial obligations and routine expenditures.
3.) A certification statement that no member of the household has made a purchase or financial obligations of a non-essential nature, as outlined above, within the past 90 days.
4.) A Non-Income Affidavit certification statement signed and notarized for each household over the age of 18 years.

If a family requests the hardship exemption, application of the minimum rent hardship will be suspended beginning the month following the family's written hardship request. During suspension, the minimum rent will be included in the family's Total Tenant Payment (TTP) and the housing assistance payment will be increased accordingly. IHA will determine if the hardship is temporary or long-term. This determination will be based on the information and documentation provided by the family.

MINIMUM RENT HARDSHIPS:

Temporary Hardship: If the hardship is determined to be temporary, the minimum rent will be suspended for a period of 90 days from the date of the family's request. Documentation substantiating the claim for a temporary hardship is required. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of the suspension and the family shall reimburse the amount of overpaid assistance, based on the minimum rent amount. IHA will offer a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period.

Long-term Hardship: If the hardship is determined to be long-term, that will extend beyond a 90-day period, documentation regarding the reasons to substantiate the long-term hardship will be required. A statement from either a medical provider or other documentation that IHA considers to be sufficient will be required. If IHA determines that there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Repayment of the minimum rent is not required as long as the family has complied with the Family Obligations of reporting information. At each annual reexamination, the family's eligibility for financial hardship exemption will be reviewed.

***No Hardship*:** If the family has failed to provide documentation proving the hardship has occurred due the circumstances listed or IHA has determined that there is no qualifying hardship; the minimum rent will be reinstated. A repayment agreement will be executed for any money owed to IHA during the time of the suspension.

Hardship determinations are subject to IHA's informal hearing process and will be reviewed. If the IHA determines hardship does not exist, the family has the right to request an informal hearing on the decision.

The family is still required to abide by all other requirements of the Family Obligations, including but not limited to, reporting all changes of household composition and income within ten (10) calendar days from the date of occurrence. Failure to do so is grounds for termination of the Voucher.

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. **Attachment I**

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management– CCS data as of 10/01/2006
(Section 8=Lottery Winners Drawn or Special Categories as of 10/1/06)

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** (10/01/06)	**Expected Turnover** (Based on 10/1/05-9/30/06)
Public Housing	1567	413
Section 8 Vouchers	5455	1869
Section 8 Certificates	187	40
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers (list individually)	VASH – 41 **V**eterans **A**ffairs **S**upported **H**ousing	10
Public Housing Drug Elimination Program (PHDEP)	0	n/a
Other Federal Programs(list individually)	0	n/a

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)
(A**ttachment N-ACOP)**

(2) Section 8 Management: (list below)
(Attachment M-Section 8 Administrative Plan)

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: **(Attachment N- ACOP)**

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- B)**

-or-

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

(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-J)**

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

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

☒ Yes ☐ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: **Red Maple Grove**
2. Development (project) number: **IN36P017039**
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:
ClearStream

☒ 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:

Red Maple Grove- IN36P017039

☒ 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:
Purchase and/or rehabilitation of units with Replacement Housing Factor Funds (Public housing units- Georgetown Apartments

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.)

Demolition/Disposition Activity Description
1a. Development name: **John J. Barton Apartments (a parcel of vacant land)** 1b. Development (project) number: **007**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐

Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: **(04/01/2007)**
5. Number of units affected: **0** 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **05/01/2007** b. Projected end date of activity: **12/31/2007**

Demolition/Disposition Activity Description
1a. Development name: **Blackburn Terrace Apartments** 1b. Development (project) number: **013**
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: **(03/01/2007)**
5. Number of units affected: **0** 6. Coverage of action (select one) ☒ Part of the development **(Lashonda Davis Center)** ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **05/01/2007** b. Projected end date of activity: **12/31/2007**

Demolition/Disposition Activity Description
1a. Development name: **Lugar Towers (a parcel of vacant land)** 1b. Development (project) number: **022**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒

4. Date application approved, submitted, or planned for submission: **(6/01/2007)**
5. Number of units affected: **0** 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **8/01/2007** b. Projected end date of activity: **12/31/2007**

Demolition/Disposition Activity Description
1a. Development name: **Clearstream** 1b. Development (project) number: **014**
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: **(6/01/2007)**
5. Number of units affected: **0** 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **8/01/2007** b. Projected end date of activity: **12/31/2007**

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

[24 CFR Part 903.7 9 (i)]

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

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

eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

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

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

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ 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) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ 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) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) ☐ Requirements no longer applicable: vacancy rates are less than 10 percent ☐ Requirements no longer applicable: site now has less than 300 units ☐ 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.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: **Concord Home West** 1b. Development (project) number: **009**
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☒ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:

(12/31/2007)
5. Number of units affected: **30** 6. Coverage of action: (select one) ☒ 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:

IHA has created a HCV Homeowneship Program entitled " A H.O.M..E. for You, (Homeownership Opportunities Made Easier) that allows families and individuals participating in the Section 8 program an opportunity to purchase a home utilizing their Voucher while Public Housing residents will receive a Voucher to assist with home mortgages. Participation in the program is voluntary but certain eligibility criteria must be met, including but not limited to the following: minimum income guidelines, pre-purchase counseling; first-time homebuyer training and close pre- and post purchase communication with the homeownership program staff.
Please see Attachment H (Description of Homeownership Programs)

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:
Participants must be enrolled or willing to be enrolled in IHA's Family Self-sufficiency Program to ensure viable incomes and retention.

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? **07/28/98**

Efforts to update MOA are underway pending completing of state privatization of Department of Family and Children Services

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

☒ Public housing rent determination policies
☒ Public housing admissions policies
☐ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA

☒ Preference/eligibility for public housing homeownership option participation
☒ Preference/eligibility for section 8 homeownership option participation
☒ Other policies
Exempt early lease termination penalty for residents completing and moving to homeownership

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.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Children and Youth Services	1000	Parent permission	Door to Door Public meetings	Both
Senior and Disabled Services	600	Self identify/referral	Door to Door Public meetings	Both
Individual and Family Intervention	500	Referral	Door to Door Public meetings	Both
Family Self-Sufficiency	1000	Self-identify/ Referral	Door to Door Public meetings	Both
Resident Leadership Dev.	150	Self-identify	Door to Door Public meetings	Both
Transportation	150	Grant participant	Program Meetings	Both
Other (Community Organization/Education)	10,000	Outreach	Door to Door Public Meetings Mailers	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of	Actual Number of Participants

	Participants (start of FY 2006 Estimate)	(As of: 07/31/06)
Public Housing	150	331
Section 8	808	626

b. ☐ Yes ☒ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

Currently efforts are underway to recruit and identify new participants currently involved in other IHA economic development programs such as homeownership, IDA, job training, computer training, child care, life skills to reach goal. Mandatory FSS commitment phased in over a Five-Year period (2005-2009) Much consideration given to staff reduction in both Section 8 and public housing FSS staff.

C. Welfare Benefit Reductions

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

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

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

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children **(Articulated by ICEF Board Members living in communities with both senior and disabled populations)**
☐ 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)

3. Which developments are most affected?

LugarTower/Laurelwood/TwinHills/Rowney/Blackburn/Beechwood/ Hawthorne

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
Fraud Investigation

2. Which developments are most affected? (list below)
All public housing sites

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
Public Housing Safety Initiative Grant from DOJ/ Fraud Investigations

2. Which developments are most affected? (list below)
All Public Housing Sites

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 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 2005 in this PHA Plan?
☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Pet Policy Attachment F

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.

PHA Certifications of Compliance will be submitted to local HUD office

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

[24 CFR Part 903.7 9 (q)]

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

1. ☐ Yes ☒ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☐ Not applicable
☐ Private management
☐ Development-based accounting
☐ Comprehensive stock assessment
☒ Other: **Decentralization Site-Based Management**

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 K**

☐ 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)
IHA reviewed the comments for consideration. The resident comments and IHA's responses are included in attachment K- (Resident Comments)

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.)
City Ordinance requires two (2) residents to serve on the IHA Board of Commissioners

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: **Indianapolis-Marion County, Indiana**

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)
The Consolidated Plan incorporates the PHA's activities to further define and serve the housing needs of families in the jurisdiction

D. Other Information Required by HUD

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

DECONCENTRATION RULE

1. The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the housing authority is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the housing authority will take action to ensure that no individual has a concentration of higher income families in one or more of the developments. To ensure that the housing authority does not concentrate families with higher income levels, it is the goal of the housing authority not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area medium income. The housing authority will track the status of family income by, development on a monthly basis by utilizing income reports generated by the housing authority's computer system.

2. To accomplish the deconcentration goals, the housing authority will take the following actions:

   A. At the beginning of each housing authority fiscal year, the housing authority will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous housing authority fiscal year.

   B. To accomplish the goals of:
      1. Housing not less than 40% of its public housing inventory on an annual basis with families that have incomes at or below 30% of the area median income, and
      2. Not housing families with incomes that exceed 30% of the area median income development that have 60% or more of the total household living in the development with incomes that exceed 30% of the area median income, the housing authority's Tenant Selection and Assignment Plan, which is a part of this policy, provides for skipping families on the waiting list to accomplish these goals.

PHA Plan
Table Library

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: **IN36P01750107** FFY of Grant Approval: **(08/2007)**

☐ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	275,688
3	1408 Management Improvements	30,000
4	1410 Administration	275,688
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	40,000
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	1,672,173
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	463,334
19	1502 Contingency	
20	**Amount of Annual Grant (Sum of lines 2-19)**	2,756,883
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
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
HA	Site-Based Design	1430	$30,000
HA	Community Improvements	1460	$1,672,173
HA	Management Improvements	1408	$30,000
HA	Lease Payment	1501	$463,334

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)
HA	Second Quarter 2008	First Quarter 2009

Operating Budget

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

OMB Approval No. 2577-

Public reporting burden for this collection of information is estimated to average 116 hours per response, including the time for reviewing instructions, searching existing data maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, W 3600 and to the Office of Management and Budget, Paperwork Reduction Project (2577-0026), Washington, D.C 20503 Do not send this completed form to either of the abov

a. Type of Submission: [✓] Original [ ] Revision No. ____

b. Fiscal Year Ending: December 31, 2005

c. No. of months (check one): [✓] 12 mo. [ ] Other (specify) ____

d. Type of HUD assisted project(s):
01 [✓] PHA/IHA-Owned Rental Housing
02 [ ] IHA-Owned Mutual Help Homeownership
03 [ ] PHA/IHA-Leased Rental Housing
04 [ ] PHA/IHA-Owned Turnkey III Homeownership
05 [ ] PHA/IHA Leased Homeownership

e. Name of Public Housing Agency / Indian Housing Authority (PHA/IHA): Indianapolis Housing Agency

f. Address (city, State, zip code): 1919 North Meridian St. Indianapolis, IN 46204-2001

g. ACC Number: C-970

h. PAS / LOCCS Project No.: ='IN-017-007-05D

i. HUD Field Office: Indianapolis,IN

j. No. of Dwelling Units: 1,738

k. No. of Unit Months Available: 20,856

m. No. of Projects: 12

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Yr. 2003 PUM (2)	[ ] Estimates [ ] or Actual Current Budget Yr. 2004 PUM (3)	Requested Budget Estim PHA/IHA Estimates PUM (4)	Amount (to nearest $10) (5)
Homebuyers Monthly Payments For:						
010	7710	Operating Expenses				
020	7712	Earned Home Payments				
030	7714	Nonroutine Maintenance Reserve				
040	Total	Break-Even Amount (sum of lines 010, 020, and 030)	-	-	-	-
050	7716	Excess(Deficit) In Break-Even Amount				
060	7790	Homebuyers Monthly Payments (Contra)				
Operating Receipts						
070	3110	Dwelling Rentals	155.91	133.85	146.98	3,065,415
080	3120	Excess Utilities	0.64	0.70	0.52	10,845
090	3190	Nondwelling Rentals			-	-
100	Total Rental Income (sum of lines 070, 080, and 090)		156.55	134.55	147.50	3,076,260
110	3610	Interest on Gen Fund Investments	-	-	-	-
120	3690	Other Operating Receipts	2.43	1.73	1.00	20,856
130	Total Operating Income (sum of lines 100, 110, and 120)		161.17	136.28	148.50	3,097,116
Operating Expenditures - Administration:						
140	4110	Administrative Salaries	56.05	57.71	65.41	3,120,175
150	4130	Legal Expense	6.39	2.52	5.58	116,282
160	4140	Staff Training	3.00	1.10	0.95	19,911
170	4150	Travel	0.03	0.14	0.99	20,559
180	4170	Accounting Fees	-	-	-	-
190	4171	Auditing Fees	2.44	1.74	6.47	135,000
200	4190	Other Administrative Expenses	111.90	24.89	73.13	1,525,128
210	Total Administrative Expense (sum of line 140 thru line 200)		179.81	88.10	152.53	4,937,055
Tenant Services:						
220	4210	Salaries	4.62	3.44	22.05	459,916
230	4220	Recreation, Publications and Other services	2.23	2.00	0.58	12,039
240	4230	Concract Costs, Training and Other	2.06		29.12	607,411
250	Total Tenant Services Expense (sum of lines 220,230, and 240)		8.91	5.44	51.75	1,079,366
Utilities:						
260	4310	Water	12.85	10.78	15.96	332,811
270	4320	Electricity	39.29	33.96	38.56	804,128
280	4330	Gas	32.47	38.50	47.21	984,647
290	4340	Fuel	-	-	-	-
300	4350	Labor	-	-	-	
310	4390	Other utilities expense	9.66	5.64	0.39	8,135
320	Total Utilities Expense (sum of line 260 thru line 310)		94.27	88.88	102.12	2,129,721

Name of PHA / IHA
Indianapolis Housing Agency

Fiscal Year Ending
December 31, 2005

Line No.	Acct. No.	Description (1)	Actuals Last Fiscal Yr. 2003 PUM (2)	☐ Estimates ☐ or Actual Current Budget Yr. 2004 PUM (3)	Requested Budget Estim PHA/IHA Estimates PUM (4)	Amount (to nearest $10) (5)
Ordinary Maintenance and Operation						
330	4410	Labor			53.42	1,114,149
340	4420	Materials	145.68		13.12	273,586
350	4430	Contract Costs			26.04	543,183
360		**Total Ordinary Maintenance & Operation Expense (lines 330 to 350)**	145.68		92.58	1,930,918
Protective Services						
370	4460	Labor	28.48	10.01	15.61	325,626
380	4470	Materials	2.49	3.06	.41	8,500
390	4480	Contract Costs	4.9	2.64	2.16	45,000
400		**Total Protective Services Expense (sum of lines 370 to 390)**	35.87	15.71	18.18	379,126
General Expense:						
410	4510	Insurance			26.55	553,801
420	4520	Payments in Lieu of Taxes				
430	4530	Terminal Leave Payments				
440	4540	Employee Benefit Contributions	49.12	36.86	80.64	1,681,729
450	4570	Collection Losses			3.54	73,900
460	4590	Other General Expense			3.68	76,700
470		**Total General Expense (sum of lines 410 to 460)**	49.12	36.86	114.41	2,386,130
480		**Total Routine Expense (sum of lines 210, 250, 320, 360, 400, and 470)**	513.66	234.99	531.57	12,842,315
Rent for Leased Dwellings:						
490	4710	Rents to Owners of Leased Dwellings				
500		**Total Operating Expense (sum of lines 480 and 490)**	513.66	234.99	531.57	12,842,315
Nonroutine Expenditures:						
510	4610	Extraordinary Maintenance			25.71	536,220
520	7520	Replacement of Nonexpendable Equipment	.37		1.03	21,392
530	7540	Property Betterments and Additions			32.06	668,674
540		**Total Nonroutine Expenditures (sum of lines 510, 520, and 530)**	.37		58.8	1,226,286
550		**Total Operating Expenditures (sum of lines 500 and 540)**	514.03	234.99	590.36	14,068,601
Prior Year Adjustments:						
560	6010	Prior Year Adjustments Affecting Residual Receipts				
Other Expenditures:						
570		Deficiency in Residual Receipts at End of Preceding Fiscal Yr.				
580		**Total Operating Expenditures, including prior year adjustments and other expenditures (line 550 plus or minus line 560 plus line 570)**	514.03	234.99	590.36	14,068,601
590		Residual Receipts (or Deficit) before HUD Contributions and provision for operating reserve (line 130 minus line 580)	(352.86)	(98.71)	(441.86)	(10,971,485)
HUD Contributions:						
600	8010	Basic Annual Contribution Earned-Leased Projects:Current Year				
610	8011	Prior Year Adjustments - (Debit) Credit			(42.3)	(882,262)
620		**Total Basic Annual Contribution (line 600 plus or minus line 610)**			(42.3)	(882,262)
630	8020	Contributions Earned - Op. Sub: - Cur. Yr.(before year-end adj)			386.64	8,063,702
640		Mandatory PFS Adjustments (net):				
650		Other (specify):ROSS/VIDEO SECURITY GRANTS			40.8	850,946
660		Other (specify):OTHER GRANTS			137.88	2,875,686
670		Total Year-end Adjustments/Other (plus or minus lines 640 thru 660)			178.68	3,726,632
680	8020	Total Operating Subsidy-current year (line 630 plus or minus line 670)			565.32	11,790,334
690		**Total HUD Contributions (sum of lines 620 and 680)**			523.02	10,908,072
700		Residual Receipts (or Deficit)(sum of line 590 plus line 690) Enter here and on line 810	(352.86)	(98.71)	81.16	(63,414)

Name of PHA / IHA	Fiscal Year Ending
Indianapolis Housing Agency	December 31, 2005

		Operating Reserve	PHA/IHA Estimates
		Part I - Maximum Operating Reserve - End of Current Budget Year	
740	2821	**PHA/IHA - Leased Housing - Section 23 or 10(c)** 50% of Line 480, column 5, form HUD-52564	

		Part II - Provision for and Estimated or Actual Operating Reserve at Fiscal Year End	
780		Operating Reserve at End of Previous Fiscal Year - Actual for FYE (date) 12/31/2003	
790		Provision for Operating Reserve - Current Budget Year (check one) ☐ Estimated for FYE ☑ Actual for FYE 03/31/2004	
800		Operating Reserve at end of Current Budget Year (check one) ☑ Estimated for FYE 03/31/2004 ☐ Actual for FYE	
810		Provision for Operating Reserve - Requested Budget Year Estimated for FYE 12/31/2005 Enter Amount from line 700	
820		Operating Reserve at End of Requested Budget Year Estimated for FYE 12/31/2005 (Sum of lines 800 and 810)	(63,414)
830		Cash Reserve Requirement-_____% of line 480	(63,414)

Comme It must be n **It must be noted that IHA budgeted $1,246,600 for accrued liabilities to cover prior outstanding debts hence the deficit. However, to minimize the effects, and manage our cash flow IHA entered into long term payment arrangements with a number of vendors that will extend payments over a eighteen month period and will allow for a balanced budget for calendar year 2005.**

PHA / IHA Approval	Name			
	Title	Executive Director		
	Signature		Date	11/04/2005
Field Office Approval	Name			
	Title			
	Signature		Date	

Previous editions are obsolete

BOARD OF DIRECTORS
INDIANAPOLIS CITIZENS EMPOWERMENT FOUNDATION [I.C.E.F.]

Beverly Barnes	**President/Beechwood Gardens**
Mary R. Turner**	**Vice- President/Indiana Avenue**
Janet Weddington	**Treasurer/Lugar Towers**
Cheryl Greene	**Sergeant- at- Arms/Barton Annex**
Sandra Bailey**	**Laurelwood Apartments**
April Torrenie	**Rowney Terrace**
Donna Harper	**Concord/Eagle Creek**
Caroline Cox	**Barton Tower**
Linda McDuffie	**Barton Tower**

**** (IHA's Board of Commissioners resident representation/ Elected and appointed by I.C.E.F. for a one-year term)

Community Service Policy

Legislative Background:

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt adult public housing residents (18 or older) contribute 8 hours per month of community service (volunteer work), or participate in 8 hours per month of economic self sufficiency activity, defined to include education, training, counseling, classes or some other activities that help an individual toward self-sufficiency and economic independence. A combination of community service and self-sufficiency program participation totaling 8 hours per month is allowed. (24 CFR 960.601) This requirement is also a part of the dwelling lease signed with all public housing residents of the Indianapolis Housing Agency (Dwelling Lease- Section Q - Community Service Requirements/Economic Self-Sufficiency Programs).

Policy Statement:

IHA requires public housing residents to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by residents is not acceptable; third party verification must be provided by the entity with which the resident is performing the community service or training.

The provisions of the policy are not intended to be punitive, but rather considered as rewarding activity that will assist residents in improving their own and their neighbors' economic and social well-being and give residents a greater stake in their communities.

Under the provision of the law, noncompliance with the community service and self sufficiency requirement is a lease violation and is grounds for non-renewal of the lease at the end of a 12-month lease term, but not for termination of tenancy during the course of the 12-month term. The non-renewal of the lease will result in the issuance of a 30-day lease termination notice. Upon the issuance of the notice, the IHA will move to evict the non-compliant household.

Regulation Definitions:

Community Service - volunteer service that includes, but is not limited to:

- Unpaid service at a local community institution such as a school, church, hospital, clinic, recreation center, senior center, service organization, homeless shelter, hospice, meals program, public nursing home, disability advocacy organization, adult day care center, or child care center;
- Unpaid service with youth or senior organizations, including Boy and Girl Scouts, Boys and Girls Clubs, Police Athletic League (PAL), CICOA, Meals on Wheels;
- Unpaid service with a public park or recreation program, including youth sports programs;

- Unpaid service at IHA to help improve physical conditions including building clean-ups, neighborhood clean-ups, gardening, and non-paid time spent on caretaker duties;
- Unpaid service at IHA with children's programs or youth sporting events;
- Service at IHA to help with senior programs;
- Helping neighborhood groups, or community development corporations (CDCs) with special projects;
- Working with the local resident advisory council (ICEF), or resident management corporations, or senior clubs to assist other residents;
- Assisting in a literacy, self esteem program, or before or after school youth program;
- Assisting in Alcoholics Anonymous, Narcotics Anonymous, etc.
- Other volunteer service with non-profits, for example, 501(C)(3) organizations, providing community service programs.
- Political activity is excluded. This would include, but is not limited to, voter registration, campaign worker, and poll worker assignments.

Self-Sufficiency Activities - activities include, but are not limited to:

Family Investment Center programs

- Apprenticeships
- Hope VI activities and planning programs
- Household management, employment counseling, work placement programs required by the Department of Public Assistance
- Resident Opportunity and Self-Sufficiency Programs (ROSS)
- Job training programs
- College or university
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Homeownership educational programs, or seminars (offered by IHA-MCCHO, and other community organizations)

Exempt Adult - an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him her from being gainfully employed (Defined under 21 6(i) 1 or 1614 of the Social Security Act (42 U.S.C. 416(i)1;1382c));
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week;
- Is participating in a welfare to work program; or
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.

Each exempt adult member of the household must sign a Community Service Exemption Certification at each annual recertification, or if they become an "exempt adult" at any time between recertifications.

Requirements of the Program:

- The 8 hours per month may be either volunteer service, or self-sufficiency program activity, or a combination of the two.
- At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant consideration. The Property Manager, or their designee, will make the determination of whether to allow, or disallow a deviation from the schedule. These must be communicated to the management staff in writing and done prior to the deviation.
- Activities must be performed within the Marion County community. The community service activities cannot be outside the jurisdictional area of IHA.

Resident Obligations:

At lease execution or recertification, all adult members (18 years, or older) must:

- Provide the certification form that they are exempt from the community service requirement if they qualify for an exemption, or
- Provide the certification form that they are in compliance with the community service requirement.

At each annual recertification, non-exempt family members must submit a completed certification form (available at each property management office) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

If a family member is noncompliant at recertification, he/she and the Head of Household will sign an agreement with IHA to make up the deficient hours over the next 12-month period. The entire household may be allowed to enter such an agreement only once during the household's entire tenancy. In order to be eligible for this arrangement, the lease-holder's household must be in "good-standing" (3 criteria for good standing = within the last 12 months, there were no failed housekeeping inspections, rent was current, and no lease warnings issued.)

If, during the 12-month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the property management office and provide documentation.

If, during the 12-month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the property management office. The IHA, or its

designee, will provide the person with the Certification form, and a list of agencies in the community that provide volunteer, and/or training opportunities.

Management Obligations:

To the greatest extent possible and practicable, the IHA will

- ✓ Provide names and contacts at agencies that can provide opportunities for residents to fulfill these Community Service obligations.

- ✓ Provide the family with: the Community Service Exemption Certification Form, Community Service Compliance Certification Form, Record and Certification of Community Service and Self-Sufficiency Activities Form; and Caretaker Verification for Community Service Exemption Form, and a copy of this policy at the time of lease execution.

- ✓ The Property Manager will make the finaldetermination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Grievance Procedure if they disagree with Property Manager's determination. (Section XIV of the Admission and Continued Operating Policy).

Enforcement for Non-compliance:

If there is noncompliance by a family member, the responsibility for enforcement will be with the Property Manager.

- ➢ At the annual recertification, the resident and household members will provide the Property Manager with the certification forms regarding community service. The Property Manager will review the exempt, or non-exempt status and compliance of family members.

- ➢ If IHA determines a family to be non-compliant, a notice of noncompliance is issued.

- ➢ If the family member is eligible and wishes to comply, the Property Manager will enter into an agreement with the non-compliant member to make up the deficient hours over the next twelve (12) month period. The resident, or household member, is allowed to enter into this agreement only once during the household's entire tenancy.

- ➢ If, at the next annual recertification, or during the interim time, the family member still is not compliant with the agreement, the lease will not be renewed and the entire family would be issued a 30-day lease termination notice by the Property Manager. A non-compliant member may agree to move out of the unit, and a new lease be signed with the family, amending its composition accordingly.

- The family may use the Grievance Procedure to appeal the lease termination or qualifications for exemptions, after attending an informal meeting with the Property Manager, or designee.

Reporting Requirements to HUD

The IHA must include information and compliance with the community service/ economic self-sufficiency program with the submission of the Agency Plan to HUD (24 CFR 903.7). In addition, the reporting on each public housing resident's status is included in the submission of HUD form 50058. The status is completed during the annual recertification process. Current status listings on the HUD form 50058 Section 3q-Meeting the community service requirement includes:

[ ] Yes [ ] No [ ] Pending [ ] Exception[ ] n/a

Pet Policy – Lease Addendum

INTRODUCTION
The purpose of this Lease Addendum is to establish reasonable requirements and guidelines for pet ownership for family and elderly communities. This policy in all respects will pertain to elderly and family communities. However, the annual fee is waived in communities designated by HUD for elderly and disabled.

Pets are a serious responsibility and risk for each Resident in the Community. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which Residents may be held liable. Violation of Pet Policy Addendum constitutes a Violation of the Resident's lease agreement and will be subject to lease termination. This policy does not apply to physically handicapped residents who utilize a service animal as defined by Senate Bill No. 2046.

1. DWELLING UNIT DESCRIPTION:

Lease Holder: _____ Community Name _____

Dwelling Address: _____Apt. # _____

2. PET DEPOSIT AND ANNUAL FEE:
A resident who desires to maintain a pet on the premises, must pay a pet deposit of $200.00 and a $75 annual fee for family and elderly communities. The pet deposit and annual fee must be paid prior to execution of the lease addendum. The annual fee is payable within 3 monthly installments. No pet shall be allowed in the unit prior to completion of this lease addendum.

The pet deposit is a one-time deposit and one deposit is required per unit. The pet deposit will be refunded by mail to the forwarding address provided by the Resident at move-out time, less any damages attributable to the resident's maintaining of any pets, after premises have been inspected by Management.

The annual fee shall be paid at the time of reexamination each year and shall be prorated if an animal is obtained before the scheduled reexamination and all proof of inoculations is provided. The annual fee is not reimbursable. If the pet dies, it may be replaced without having to pay another annual fee. The annual fee is not refundable.

3. DESCRIPTION OF PET: The following information must be provided:

NAME: _____
TYPE: _____
BREED: _____
LICENSE NO:_____(required for cats and dogs only.)
DATE OF LAST VACCINATIONS: _____(documentation must be provided.)

A picture of the pet must be provided to Management.

4. <u>DESCRIPTION OF ALLOWABLE PETS</u>:

No dangerous, vicious, non-domestic, or exotic pets (hereinafter referred to as "prohibited pet"), will be allowed.
Prohibited pets shall include, but not limited to Chow, Bull Dog, American Staffordshire Terriers (commonly known as Pit-Bulls), Queensland Heelers, Doberman, Mastiff, Boxers, Australian Shepherds, German Shepherds, Rottweiler, or any breed combinations of these mentioned.
No Snakes and Reptiles are permitted.
No ferrets, gerbals/hamsters, or other mice/rat-like animals are permitted.
No livestock, or Vietnamese (pot-belly) pigs are permitted.

Only authorized cats, dogs, caged birds, fish, and turtles are permitted inside dwelling unit. Dogs are not permitted within any high-rise community.

Caged birds, fish, and turtles do not require a pet deposit unless damages to a unit occurs due to said pet, in which case the resident will be notified that a pet deposit will be required and the resident will be notified that a deposit must be tendered within ten (10) days, or the pet at issue must be removed from the premises.

IHA has the right to amend the list of prohibited pets with a reasonable amount of time for review and public comment period. If a resident has been previously authorized to maintain a pet that is later added to the prohibited pet list through a community – wide notice of amendment, the resident shall have no more than ten (10) days to remove said pet from the premises without further notice.

5. <u>RULES AND REGULATIONS</u>:

Each resident must be a "resident in good standing" before the keeping of a pet is approved. "In good standing" is defined by IHA as:

1.) owing no rent balance, and
2.) two consecutive passed inspections, and
3.) not under lease termination action, or eviction order at the time of written requests and/or signing of the Pet Policy Addendum for Ownership.

<u>All pets must be reported and registered with the Indianapolis Housing Agency</u>. Adding a pet to the household must be requested in writing. Management must approve the addition of household pet and reserves the right to refuse permission to household members who do not meet the criteria as outlined in the Pet Policy Addendum.

<u>There are to be no visiting pets present on IHA premises</u>.
Visiting pets shall include all pets not previously approved in writing. Visiting pets constitutes unauthorized pet ownership. Resident agrees that animals present without permission of Management constitutes a violation of this Pet Policy Addendum and shall be considered grounds for termination of Dwelling Lease. Resident acknowledges and agrees that IHA shall have the right to remove any visiting pets without notice.

6. RESIDENT AGREEMENT:

A. All pets must be reported, registered, and pre-approved with the Indianapolis Housing Agency. Pet owners are liable, as provided by law, for their pet's injury, pet's injury to others, and any personal property damage, or loss which may occur due to said pet.

B. Pets must be licensed and inoculated as required by law. Resident shall supply veterinary verifications of inoculations attached to initial request of Pet Addendum. Also, proof of current licensing and vaccination shall be updated annually during resident's re-examination for eligibility and continued occupancy.

C. No "prohibited pets" shall be allowed on the premises at any time.

D. Only one (1) cat, OR one (1) dog is permitted per household. Pets shall not exceed 18 inches, or 30 pounds at full maturity. In the event a pet grows to exceed the size limitation, it will be necessary to remove the pet from the premises, or lease termination will occur. Fish aquarium size may not exceed 75 gallons and is required to be on a stand. There is a maximum of two (2) birds allowed and they must be in a cage at all times. There is a maximum of two (2) turtles allowed and they must be in an appropriate container at all times.

E. Pets shall not be maintained for any breeding purposes. Cats and dogs MUST be spade/neutered by the age of 6 months. All cats must be front de-clawed by the age of 6 months. The evidence of this must be provided by a statement, or bill, from a licensed veterinarian and/or Human Society staff.

F. All pets must be on a leash and with a collar, or in a carrier box and under the control of a responsible person when outside the unit All leash laws apply. Pets shall not be tied to any fixed object outside the dwelling unit including grassy areas, T-walls, parking lots, or any part of the property. Pets are not allowed on the playgrounds, common areas, or community rooms. All authorized pets must be under the control of an adult.

G. The feeding of stray animals shall be considered ownership of a pet without permission.

H. Pet owners are responsible for prompt disposal of pet waste, as required by law. Failure to do so will result in a charge of $5 per occurrence being assessed to resident's account. Pet owners are responsible for the prevention and the elimination of pet odors. Cat litter must be changed frequently and be within a waterproof/leakproof container. Cardboard boxes, bathtubs, and sinks are not allowable containers. Dogs and cats must be housebroken as soon as the animal's age and maturity allow. Residents are responsible for maintaining animals in a clean and sanitary environment.

I. Pet owners must refrain their pets from disturbing, interfering, or diminishing, the quiet enjoyment of other residents, as provided under this agreement. This includes, but is not limited to, unreasonable barking, chirping, biting, scratching, or attacking. If IHA, in it's sole discretion, determines that complaints lodged under this provision become excessive, IHA may require the household to remove the pet from the premises with ten (10) days

notice. The resident may request a hearing, which will be handled according to IHA's established grievance procedures.

J. If there is evidence of the following, within (1) day written notification – placed in a conspicuous place in the unit, Management may have the animal removed from premises by the Animal Control Division, as provided by law:

1. Abandoned pet for extended period of time without food or water. Extended period of time is defined as 24 consecutive hours for a cat, or 12 consecutive hours for a dog.
2. Failure to care for a sick, or diseased pet.

K. Resident is required to secure all pets when Management service to the unit is required. Failure to properly secure the pet shall relieve IHA of its responsibility to immediately provide service. IHA will provide written notice of its inability to provide service to the unit and the date the service will be rescheduled. If the pet is not secured on the rescheduled date, the failure to secure will be deemed a lease violation and IHA reserves the right to remove said pet and /or take any actions available under the lease.

L. A sign must be displayed in the front window nearest the front door of the dwelling to notify agency staff, and other visitors of the presence of a dog, or cat.

M. Any involuntary removal of pets by IHA under these provisions will include transferring said animal to Animal Control at the sole cost of the resident. IHA shall bear no responsibility whatsoever for any costs incurred or damages claimed incidental to involuntary removal of pets. If any pet is involuntarily removed, said pet will be forever prohibited ("banned") from any IHA property.

N. Residents must provide IHA with the name, address, and telephone number of the individual responsible for the pet, in the event of a sudden illness, accident, death, or other emergency absence of the resident.

O. Violation of Pet Policy Addendum constitutes a Violation of the Resident's lease agreement and will be subject to lease termination. The resident will be given ten days to make other arrangements for the pet, or the dwelling lease will be terminated. The resident may request a pet violation meeting, or hearing, which will be handled in agreement with the established grievance procedures.

_____ $_____

Date pet approved by IHA Pet deposit received

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on This_____ day of _____,_____.

_____ _____

Resident Signature *Resident Signature*

_____

IHA Representative

Indianapolis Housing Agency
Section 8
Home Ownership Capacity Statement

The Indianapolis Housing Agency has the capacity to operate a successful home ownership program. The Agency has the following staff persons to administer and manage the program:

Housing Counselor- works directly with clients providing service delivery that result in the homeownership for IHA residents and Section 8 participants. Housing Counselors are also charged with motivating and engaging residents in leveraged programs and activities. Primary attention will be given to the processing and mentoring clients. Secondary attention will be given to the identification of resident needs and identifying providers and services to address the needs as requested by the Home Ownership Coordinator. Reports to the Coordinator.
Homeownership Coordinator- directly responsible for working with clients and service providers to coordinate comprehensive delivery that result in the homeownership for IHA residents in leveraged programs and activities. Primary attention will be given to identifying clients interested in homeownership, addressing challenges in achieving homeownership and identifying providers and services. Reports to the Manager
Manager- responsible for the overseeing the program and the staff. Reports directly to the Director of Resident Relations.
Director of Resident Relations- responsible for the entire department. Responsible for the success of the program. Reports to the Chief Operating Officer of the Agency.

The homeownership program will be administered in accordance with the Section 8 Administrative Plan and the Homeownership Program Description attachment and advances eligible clients through the following steps:

- 12- Steps to Successful Homeownership
- Program Requirements
  - Income Requirements
  - Pre-Purchase Counseling
  - Choosing a Home
  - Required Pre-Purchase Inspections
  - Time Limits
- Applying for a Home Loan
- Financing
  - Fixed Rate Mortgages (required)
  - Terms of Financing
    - 1%-3% down payment
    - Prevailing terms
    - Closing Costs
  - Affordability of Purchase

Indianapolis Housing Agency Homeownership Program

I. Homeownership Background Information and Program Highlights

A. Background

The Homeownership Program is one of the primary components of the Indianapolis Housing Agency Resident Relations Department. The goal of the department is to improve community quality of life and economic vitality. Resident Relations activities and programs focus on improving the living environment for all residents and promoting self-sufficiency and asset development. As part of this vision, homeownership is the ultimate indication that a resident has become self-sufficient.

At a federal level, the Section 8 Housing Choice Voucher program was created in 1998 by congress and implemented by the Department of Housing and Urban Development (HUD) in 2000. Through this program, public housing authorities may choose to allow Section 8 Housing Choice Voucher holders to use their assistance to purchase a single family home, condominium or townhouse.

Locally, the Indianapolis Housing Agency (IHA) has created a comprehensive homeownership program that both Section 8 Housing Choice Voucher and Public Housing residents can participate. Participation in the program is voluntary and participants must meet the eligibility requirements in order to participate.

The main goal of the program is to coordinate and leverage local programs, service providers, funding, and other resources to increase the number of IHA public housing residents and Section 8 Housing Choice Voucher participants becoming homeowners.

B. Program Highlights

a. The Homeownership Program is a HUD program that encourages eligible residents to utilize their housing assistance to obtain homeownership. The Indianapolis Housing Agency partners with local service providers to assist residents with the home-buying process from credit counseling through home repairs.
b. Currently any Section 8 Housing Choice Voucher or Public Housing resident that meets the eligibility requirements (see section d: iv below) is able to participate in the program. However, they must be attend a

c. program orientation and be enrolled or willing to enroll in the Family Self-Sufficiency (FSS) Program.
d. The services provided by the program include:
    i. Homeownership orientations and workshops
    ii. Short-term & Long-term Credit Counseling
    iii. Home-buyer Training
    iv. Down payment assistance as available
    v. Assistance with the home-buying process
    vi. Housing Choice Voucher for mortgage assistance
    vii. Post-homeownership counseling
e. Program Eligibility Requirements
    i. Participant must be a first-time homeowner
    ii. Resident must be in good standing with IHA and not have lease violations with their landlord
    iii. Resident must be eligible or issued a Section 8 Housing Choice Voucher
    iv. Resident must meet the minimum income requirement of $10,300 per year or $6,700 for individuals with a disability or senior status
    v. Resident must be employed full-time, 30 hours a week, and for a period of one-year (this federal minimum employment requirement does not apply to eligible senior or disabled residents)
    vi. Resident must be enrolled or willing to enroll in the Family Self-Sufficiency Program
f. Resident Expectations:
    i. Resident must attend and complete homeownership counseling sessions
    ii. Resident must maintain monthly contact with their Homeownership Coordinator
    iii. Resident must participate in post-homeownership counseling and club

II. Homeownership Policy

A. HUD Regulations

24 CFR Part 982 - Section 8 Homeownership Program: Downpayment Assistance Grants and Streamlining Amendments; Final Rule.

PART 982- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

I. Definitions
    a. *Downpayment Assistance Grant*- A form of homeownership assistance in the homeownership option: A single downpayment assistance grant for the family. If a family receives a downpayment assistance grant, a PHA may not make monthly homeownership assistance payments for the family. A downpayment assistance grant is applied to the downpayment for purchase of the home or reasonable and customary closing costs required in connection with the purchase of the home.
    b. *Homeownership Assistance*- Assistance for a family under the homeownership option. There are two alternative and mutually exclusive forms of homeownership assistance by a PHA for a family: monthly homeownership assistance payments, or a single downpayment assistance grant. Either form of

homeownership assistance may be paid to the family, or to a mortgage lender on behalf of the family.

II. Overview

a. *Family choice of housing and housing type* – The family chooses whether to use housing that qualifies as a special housing type under this subpart, or as any specific special housing type, or to use other eligible housing in accordance with requirements of the program.

III. Homeownership option- General

a. *Forms of homeownership assistance* – A PHA may provide 2 forms of homeownership assistance 1) Monthly homeownership assistance payments, or 2) A single downpayment assistance grant
b. *Prohibition against combining forms of homeownership assistance*- A family may only receive one form of homeownership assistance
c. *PHA choice to offer homeownership options* – The PHA can choose whether to offer one or both forms of assistance
d. *Family choice*- A family can choose to participate in the homeownership program and which form of assistance to receive if both are offered.
e. *Recapture of homeownership assistance*- PHA shouldn't enforce any requirement for the recapture of a voucher on the sale or refinancing of a home purchased with assistance

IV. Homeownership option: Eligibility requirements for families

a. *Minimum income requirements*- The family must demonstrate that the annual income of the adult family members who will own the home at commencement is not less than:
    i. A disabled family- The monthly SSI benefit for an individual living alone or paying his or her share of food and housing costs, multiplied by twelve, or
    ii. Other families- The Federal minimum wage multiplied by 2,000 hours
    iii. Elderly or Disabled families- PHA includes welfare assistance in determining if the family meets the minimum requirements
b. *Prohibition against assistance to family that has defaulted*- PHA cannot give homeownership assistance to a family if any adult member had a voucher & defaulted on the mortgage

V. Homeownership option: Eligible units

a. The unit is either under construction or already existing at the time the family enters into the contract of sale
b. The unit is either a one-unit property(including a manufactured home) or a single dwelling unit in a cooperative or condominium
c. Purchase of a home where family will not own fee title to the real property only if:
    i. The home is located on a permanent foundation
    ii. The family has the right to occupy the home site for at least forty years

VI. Homeownership option: Home inspections, contract of sale, and PHA disapproval of seller

a. *HQS inspection by PHA*- No assistance payments can be made until the PHA has inspected the unit and passes the HQS
b. *Contract of sale*- Before any assistance payments can be made, a member of the family must enter into a contract of sale with the seller of the unit
c. *PHA disapproval of seller*- The PHA can disapprove a seller for the following reasons:
    - Violations of the HAP contract
    - Committing fraud
    - Bribery
    - Drug-related or violent criminal activity
    - Non-compliance with HUD's housing quality standards
    - Failing to meet state or local real estate taxes, fines or assessments

VII. Homeownership option: Amount and distribution of monthly homeownership assistance payment
a. *Automatic termination of homeownership assistance* Assistance automatically terminates 180 calendar days after the last homeownership assistance payment on behalf of the family

VIII. Homeownership option: Downpayment assistance grants
a. *General*-
    i. A PHA may provide a single downpayment assistance grant for a participant that has received tenant-based or project-based rental assistance in the Housing Choice Voucher Program
    ii. Downpayment assistance grant must be applied toward the downpayment of the purchase of a home and/or reasonable and customary closing costs- PHA must define reasonable closing costs
b. *Maximum downpayment grant*- A downpayment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment
c. *Payment of downpayment grant*- The downpayment assistance grant will be paid at the closing of the family's purchase of the home
d. *Administrative fee*- For each downpayment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee
e. *Return to tenant- based assistance*- A family can apply for & receive tenant-based rental assistance after receiving a downpayment grant according to the PHA's policies, and 18 months must have passed since the family's receipt of the downpayment assistance grant before they can receive tenant-based assistance
f. *Implementation of downpayment assistance grants*- PHA cannot offer downpayment assistance grants until HUD publishes the Federal Regulations

III. Program Procedures

A. Phase I

a. Marketing to Clients

Homeownership Program staff must market the program to Public Housing and Section 8 residents. It is important to notify residents of all of the self-improvement opportunities available through IHA.

Key task at this time:

- Flyers to Section 8 and Public Housing Residents with a request to bring income verification along.
- Presentations during Resident Council Meetings
- Presentations during Section 8 briefings

Responsible Staff:

- Housing Counselor
- Homeownership Coordinator

b. Client Information Session

Residents interested in applying for the homeownership program must attend one of the information sessions held each month. Residents will bring income varifactions. The information session will include:

- Overview of the program
  Receive Power Point presentation with details of the program including eligibility requirements and client expectations. Participants are also given the opportunity to ask questions.

- Application

- Salary cap
  If the participants' income exceeds the maximum amount, they will be responsible for the entire mortgage payment. See Attached chart for guidelines
- Family Self Sufficiency Application
  Begin families on the process of signing up for FSS. They will be able to start earning money in an Escrow account.

Key Tasks:

- Prepare all necessary materials for information session

Responsible Staff:

- Housing Counselor
- Homeownership Coordinator
- FSS Coordinator
- INHP Representative

c. Interested Clients Apply

Residents are given the application during the information session. They can either fill the application out during this time or mail it back to the housing agency once completed. There will be staff on hand to assist residents with any questions during the information session.

After the application is submitted, they will receive a Progress Checklist from IHA that provides every step of the process for the applicant to complete.

Key Tasks:

- Answer application questions
- Give progress checklist to applicants

Responsible Staff

- Housing Counselor

d. Application Review

IHA staff verifies that the Homeownership applicant has a Section 8 voucher or receives Public Housing. Staff verifies this using the CCS system.

IHA staff confirms that the resident meets the income requirements for the program. As stated in the federal regulations, the minimum income requirement is equal to the federal minimum wage multiplied by 2,000 hours, for non-disabled persons and SSI benefits for an individual multiplied by twelve for disabled persons.

The application is either accepted or rejected. If the application is accepted it is faxed over to the credit counselor at INHP for a credit check. If the application is rejected, the resident is informed and given the opportunity to re apply at a later date.

Key Tasks:

- Verify all information on application
- Fax application to INHP

Responsible Staff:

- Housing Counselor
- Final review by Homeownership Coordinator

e. Central File

IHA staff creates a file that will remain in the Resident Relations department. The file will consist of every original document that is signed by the participant or IHA. Files Copies of all of the documents can be made for the use of the other IHA departments. All original homeownership documents are to remain in this file.

Key Tasks:

- File all participants in alpha order
- Note the year of purchase on the file

Responsible Staff:

- Housing Counselor

f. Sign up for Family Self Sufficiency Program

Accepted applicants, with the exception of elderly and disabled, will be required to sign up for the Family Self-Sufficiency Program (FSS). Clients will be able to build Escrow while they begin the homeownership process if they meet the income requirements. Homeownership staff will be lead point of contact during the homeownership process. A family self-sufficiency coordinator will be the secondary point of contact. If a participant relocates to a new zip code that requires a new case coordinator, that participant will be reassigned.

Key tasks:

- Enter client into TAAG
- Assessment

Responsible Staff

- Housing Counselor

g. INHP Credit Review

Following the initial credit review, participants are informed of the length of time, if any, that they must receive credit counseling.

If the total debt is less than $3,000, INHP will manage the short-term credit counseling. If the total debt exceeds $3,000 the participant is referred back to IHA for long-term credit counseling.

INHP staff will refer the participant in need of long-term counseling to a debt consolidation firm. Once the participant has completed the credit counseling, they may continue on to the next step in the homeownership program.

Key Tasks:

- Receive monthly updates from INHP on clients' progress.
- Develop incentives for clients to participate in long term credit counseling.

Responsible Staff:

- Housing Coordinator

h. Client participation in INHP Homeownership Program

Participants go through the first time homebuyer training offered by INHP. This is a required step to continue in the program.

INHP program length will be dependant upon each participant. See following brochure for more details.

IHA staff will request a monthly participation record from INHP to track the progress of the residents and to stay informed of the completion or dropout status of the resident.

Key Tasks:

- Make monthly progress in TAAG

Responsible Staff:

- Housing Counselor

B. Phase II

a. Client referred back to IHA from INHP

The client will return to IHA 30 days before they complete the homeownership training at INHP to begin the home buying process and paperwork. It is important that throughout this process that the homeownership counselor and the client remain in close contact to expedite a smooth home closing.

Key tasks:

- Client should submit a copy of their certificate of completion from INHP for our files
- Client should inform us of their choice of lender using the checklist for the file (chosen @ INHP)
- Staff notifies client of next orientation session or if during the slow seasons the homeownership counselor should schedule the client one on one session at this time (if communicating via phone –client can bring above info to orientation session or one on one)
- Staff enters client into the TAAG system for FSS tracking
- Staff sends an official letter to the bank

Responsible Staff:

- Housing Counselor
- Homeownership Coordinator

b. Home Buying Orientation

Key Tasks:

- Receive and review manual detailing our homebuying process
- Should be held in a group setting particularly in the spring to be most efficient
- In the fall and winter months this review may take place during the client one on one sessions
- If a client's one on one session has not been scheduled it should be scheduled at the orientation session
- Contact the CDC to get a current listing of available housing and the prices range.

Responsible Staff:

- Housing Counselor
- Homeownership Coordinator

c. Client One on One Session

The housing counselor should schedule a one on one session with the client to review and complete the following:

Key Tasks:

- Application or Recertification for HCV
- Review Income and Asset information- Employment, Child Support, TANF, Bank, Social Security, etc...
- Send 3rd party verification by mail or by fax
- If information is not received by requested time frame, use either UIV or telephone verification
- Change information in CCS system and complete rent reasonableness
- Statement of Homeownership Obligation reviewed & signed by client
- Authorization to Locate Housing reviewed & signed by client
- Review "How to find a realtor" in home-buying guide – can refer client to the Board of Realtors
- Prequalification Worksheet filled out by staff and sent to the bank

Responsible Staff:

- Housing Counselor

d. Bank Prequalification

Key Tasks:

- IHA and bank verify consistent client information

- Contingent upon completion of recertification
- Final income and subsidy will follow after recertification

Responsible Staff:

- Homeownership Coordinator
- Housing Counselor

e. Home Seek & Find

Key Tasks:

- 180 calendar days are allotted for home buyer with the exception of the disabled
- Client notify landlord that they are searching for new housing – Use Section 8/ Public Housing forms
- Client calls once a month to update homeownership staff and staff continues to maintain TAAG documentation of contact
- Once the client finds a home the client must contact IHA

Responsible Staff:

- Housing Counselor

f. Tax Verification

At this stage the homeownership counselor will contact the County Assessor's office via phone/fax to obtain all appropriate tax estimates and potential exemptions for the clients potential house. Once confirmed, the homeownership counselor reports the information back to payment and reviews how the property tax impacts their mortgage payment.

Key Tasks:

- Fax tax estimates form to County Assessor
- Place a copy of signed from in central file

Responsible Staff:

- Housing Counselor

g. Offer is Made

If the client is still interested in the same home once they obtain the tax information, the client will make an offer on the home including paying any earnest money.

Key tasks:

- If the offer is accepted, submit request for IHA Inspection to the IHA Inspector Supervisor
- Submit the PITI request to the bank

- If the offer is declined, then the client must restart the home search & extension is granted if needed.

Responsible Staff:
- Housing Counselor
- Homeownership Coordinator

h. Inspections

Key Tasks:
- The HCV Section 8 inspectors conduct the home inspection. We should receive the results of the inspection within 5 days of the request, pass or fail.
- If the IHA inspection passes the client continues with the independent inspection as required by the bank. Once they receive the paperwork, the client submits a copy to their homeownership counselor
- If the inspection fails, the earnest money is returned, a fail report is documented in TAAG & central file and the home search begins again, if the seller does not repair the home in 30 days.

Responsible Staff:
- Housing Counselor

i. Verify all authorization forms

The homeownership counselor verifies that all current income information is collected. If more than 120 days have passed , the recertification process has to take place again.

Key Tasks:

- 30 day notice of move-out – Public Housing Residents
- Cancellation of contract with landlord – Section 8 Residents

Responsible Staff:
- Housing Counselor
- Homeownership Coordinator

j. Bank Appraisal through Closing

After the inspections have taken place, the remainder of the banking process takes place, including the bank appraisal, the final settlement statement, and bank closing.

Key Tasks:
- Receive Actual PITI from bank to complete final settlement submission
- Collect closing documentation from the bank

- Confirm IHA payment with bank and obtain restricted account information for payment deposits

Responsible Staff:
- Homeownership Coordinator
- Housing Counselor

k. IHA Payment Processing

During this process the homeownership counselor must verify that all necessary documentation is included in the client file that will be sent down to the HCV Section 8 department for payment processing.

Key Tasks:
- Homeownership Coordinator - Quality control
- Send file to Section 8 Acting Lead Expeditor for recertification or certification of voucher
- File is then sent to the Section 8 Lead Intake Supervisor for authorization of payments
- Section 8 office confirms approval through an e-mail with the bank account number and dollar amount being paid

Responsible Staff:
- Housing Counselor
- Homeownership Coordinator

C. Phase III

a. One Month Information Packet

An information packed will be sent to all new homeowners one month after their closing date. The information packet will include:
- Welcome Home Letter
- Return Address Labels
- Homeownership Club Flyer
- Resource List- Repairs, Discount housing materials, CDC, INRC-Neighborhood Associations, Household cleaning alternatives, Winterization & Springtime Tips, Community resources, Utility saving tips & payment plans.

Key tasks
- Monthly phone contact with the new homebuyer for the first six months of homeownership

Responsible Staff:
- Housing Counselor

b. Homeownership Club

The homeownership club is designed to offer all homeownership participants a source of peer and agency support. Meetings will be held quarterly and facilitated by homeownership staff. IHA staff will plan two of the meeting topics and receive suggestions from the members for the remaining two meetings.

The meetings will give the homeowners the opportunity to discuss the challenges and successes of being a homeowner as well as problems and barriers faced and offer feedback to IHA staff.

Responsible Staff

- Homeownership Coordinator

b. Six Month Check Point

IHA staff schedule a face-to-face appointment with program participant six months after the closing date. This is an opportunity for the homeowner to discuss and identify any problems or barriers they have experienced since closing.

If IHA staff identifies problem areas, they are to conduct one-on-one case management with the participant until the problem is resolved. Staff will enter all correspondence into TAAG and report to the appropriate supervisors.

If IHA staff does not identify any problems in the current time, they are encouraged to participate in the homeownership club & given new community resources.

Key Tasks:

- Go through checklist
- Enter into TAAG

Responsible Staff

- Housing Counselor

c. Annual Automated Reports

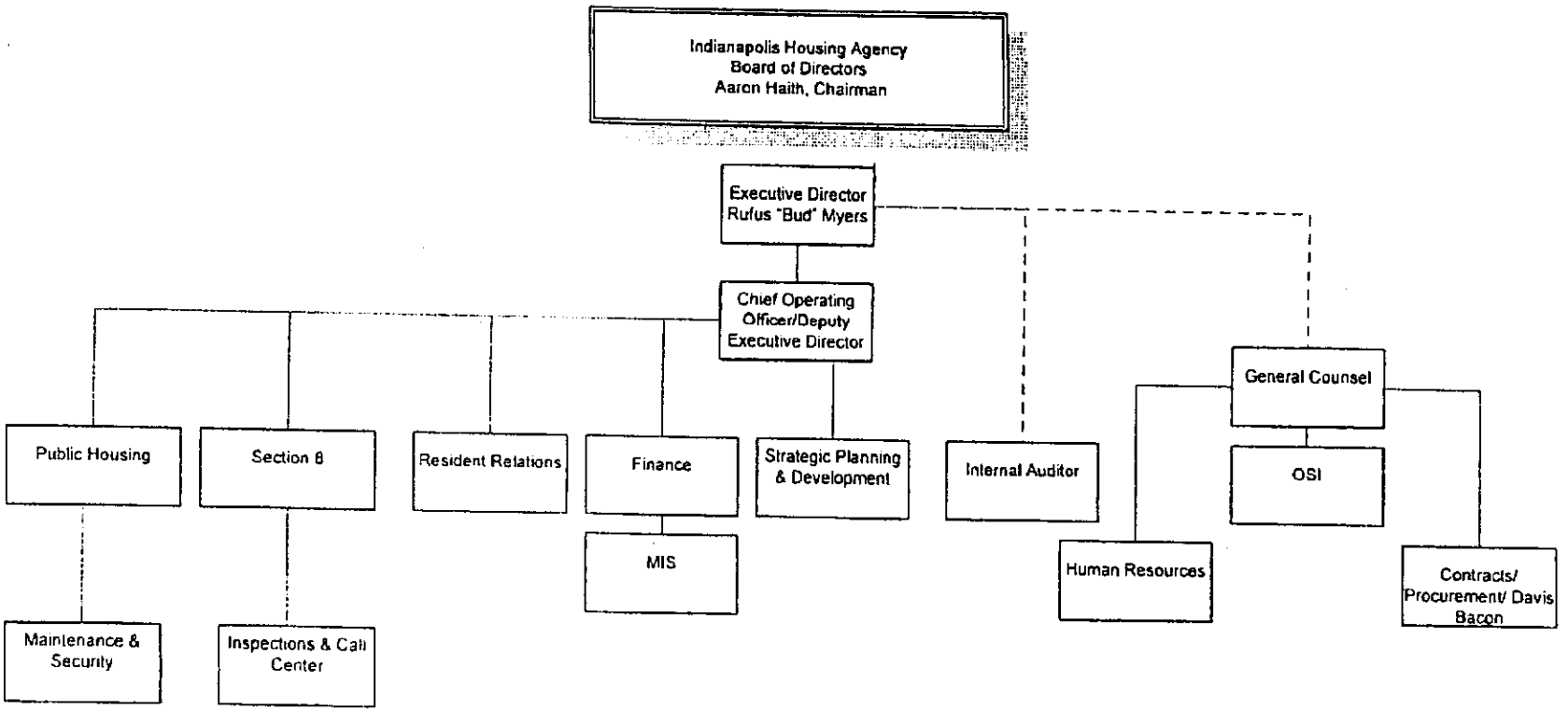
IHA staff reviews and verifies payments made to each account, from both the homeowner and IHA.

The banks will notify IHA if the client payment changes at any point.

Keep a record of this in the central file

Responsible Staff:

- Homeownership Coordinator



Footnote: General Counsel and Internal Auditor report to the Board of Directors and the Exeuctive Director

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
	PHA-Wide	**108**	**6.4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Upgrade Site Leasing Offices **Small Equipment Purchase** **Software Windows Upgrade (CCS)**	**$80,000.00** **$90,000.00** **$300,000.00**	**2006** **2006** **2006**
Total estimated cost over next 5 years	**$470,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
007	**John J. Barton Apartments**	**5**	**2.3%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Refurbish Elevators	**$100,000.00**	**2006**
Caulk Exterior Building	$ **60,000.00**	**2006**
Replace Appliances	$**150,000.00**	**2006**
Total estimated cost over next 5 years	**$310,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
020	**John J. Barton Annex**	**5**	**4.0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Outside Windows	**$7,500.00**	**2006**
Caulk Exterior of Building	**$25,000.00**	**2006**
Repair Sidewalks	**$10,000.00**	**2006**
Power-Wash & Seal Exterior	**$60,000.00**	**2007**
Replace Appliances	**$80,000.00**	**2007**
Total estimated cost over next 5 years	**$182,500.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
022	**Richard Lugar Towers**	**22**	**10.0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Temporary Plumbing Repairs **Install Heat Sensor Detectors** **Upgrade Plumbing**	**$50,000.00** **$135,00.00** **$2,000,000.00**	**2006** **2007** **2008-2009**
Total estimated cost over next 5 years	**$2,185,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
027	**Indiana Avenue Apartments**	**4**	**3.8%**

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Sidewalk & Parking Lot Repairs	**$50,000.00**	**2006**
New Ceiling Tiles	**$20,000.00**	**2006**
New Kitchen Cabinets	**$200,000.00**	**2007-2008**
Roof Replacement	**$100,000.00**	**2008**
Upgrade HVAC Systems	**$140,000.00**	**2008**
Total estimated cost over next 5 years	**$510,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
010	**Twin Hills Apartments**	**1**	**1.7%**

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Privacy Fencing	**$32,000.00**	**2006**
Dumpster Enclosures	**$5,000.00**	**2006**
Asphalt Repair	**$39,000.00**	**2006**
Concrete Repair	**$50,000.00**	**2006**
Replace Appliances	**$35,000.00**	**2007**
Total estimated cost over next 5 years	**$161,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
013	**Blackburn Terrace Apartments**	**19**	**7.8%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Replace Appliances	**$130,000.00**	**2006**
Dumpster Enclosures	**$5,000.00**	**2006**
Asphalt Repair	**$5,000.00**	**2006**
Replace Sub-floors in Bathroom	**$300,000.00**	**2006-2007**
Replace Soffits (porches)	**$250,000.00**	**2007**
Clean HVAC Ducts & Vents	**$50,000.00**	**2007**
Replace Gutters & Downspouts	**$750,000.00**	**2007-2008**
Replace Storm Doors	**$25,000.00**	**2008**
Replace Roofs	**$500,000.00**	**2008-2009**
Replace Plumbing Fixtures	**$1,000,000.00**	**2009**
Total estimated cost over next 5 years	**$3,015,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
017	**Hawthorne Place**	**11**	**6.8%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Porch Painting	**$10,000.00**	**2006**
Asphalt & Concrete Repair	**$150,000.00**	**2006**
Install Central Mailboxes	**$1,200.00**	**2006**
Replace Windows	**$60,000.00**	**2006**
Replace Appliances	**$90,000.00**	**2006**
Replace Dumpster Enclosures	**$10,000.00**	**2006-2007**
Replace Range-Hoods	**$20,000.00**	**2008**
Replace Water Heaters	**$35,000.00**	**2008**
Roof Work	**$25,000.00**	**2008**
Privacy Fencing	**$8,000.00**	**2008**
Improve Parking Lot Drainage	**$26,500.00**	**2008-2009**
Total estimated cost over next 5 years	**$435,700.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
018	**Beechwood Garden Apartments**	**11**	**7.4%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Replace Appliances	**$70,000.00**	**2006**
New Furnaces & Air conditioning	**$340,000.00**	**2007**
Replace Poly-pipe	**$320,000.00**	**2007**
New Refrigerators	**$5,000.00**	**2009**
Total estimated cost over next 5 years	**$735,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
019	**Laurelwood Apartments**	**15**	**11.1%**

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Site Improvements	$988,795.00	2006
Landscaping & Amenities	$177,645.00	2006
Replace Appliances	$60,000.00	2006
New Furnaces & Air Conditioning	$290.000.00	2007
Total estimated cost over next 5 years	**$1,516440.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
021	**Rowney Terrace Apartments**	**15**	**16.0%**

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Replace Appliances	**$40,000.00**	**2006**
Gutter and Downspout Repair	**$15,000.00**	**2006**
Water shut-of f & Sewer Clean	**$20,000.00**	**2006**
Wrought Iron Fencing	**$10,000.00**	**2006**
Renovate Community Center	**$10,000.00**	**2006**
Remove Graffiti	**$10,000.00**	**2006**
Bathroom Renovations	**$57,000.00**	**2007**
New Furnaces & Air Conditioning	**$230,000.00**	**2007**
Total estimated cost over next 5 years	**$392,000.00**	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
009,029, 015,035	**Concord Homes West/East Eagle Creek West/East**	**0**	**0%**

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Paint Community Center Interior	**$5,000.00**	**2006**
Concrete/ Sidewalk Repair	**$9,000.00**	**2006**
Replace Appliances	**$30,000.00**	**2007**
Total estimated cost over next 5 years	**$44,000.00**	

ICEF Annual Plan Comments

Thank you for forwarding the PHA five year plan for the fiscal years 2005 through 2009 and the annual plan for fiscal year 2006. ICEF did review the plan, and do continue to have questions. The comments are included in the first part of the enclosed package.

ICEF has also reviewed the 2007 annual plan, and find that some of the "promises" that were made to us in regards to the "next plan" were not completed. With this letter, ICEF concentrated on the review of the Indianapolis Citizens Empowerment Foundation comments that were made for the 2006 annual plan and the responses to those comments.

1. In Section A of our comments, we did respond to the five year plan, and asked specific questions. We identified the fact that we thought that the five year plan mission statement was somewhat vague. The IHA's answer was just that they had not revised their current mission statement. We are requesting an explanation of the mission statement as to why it is written the way that it is written, because we continue to believe that it is vague.

   IHA's mission statement was written to encompass the agency's purpose, vision, and values. Upon further review and institutional advancement - IHA will consider a revision to its current mission statement.

2. We have reviewed the executive summary of the annual PHA plan, regarding the trouble status of IHA. We are questioning whether or not the IHA was able to complete the items in 2006 that they had indicated that they were going to complete in the agency plan that was written for 2006. Please provide us with a report, of the proposed items that were identified within the 2006 annual plan, and an analysis and status of those items.
   In 2004 IHA submitted their 5 Year Strategic Goals along with the 2005 annual plan. The annual plan template submission and supporting attachments provide an update/ progress report towards the 5 Year goals. Please see attachment L (2005-2009 5 Year Goals/Achievement Summary) for the 2006 update.

3. We further questioned the goals presented under Item B "Goals" and the information that IHA presented in regards to acquiring or building units or developments. We have no further question on those items.
   For further clarification under section B of the 5 Year Plan- acquire or build units or developments- IHA has checked this box-To date, IHA has built units at - Red Maple Grove and is acquiring ownership at the formerly known Georgetown Apartments.

4. We did present many comments regarding the Indianapolis Housing Agency Annual Plan for fiscal year 2006. In reviewing the answers that IHA presented for many of our items, we do find that the IHA did not

really address our questions nor did they provide us with answers that will assist us in meeting the goals as we begin to work on our strategic plan.

A. Under comment #2 of the 2006 annual plan, we requested a change in the way that the statement was presented. The ICEF Annual Plan Committee had reviewed the statements regarding the Project Based Section 8 Program. IHA had indicated that they would likely convert public housing units into Project Based Section 8 units, if the program was available. We wanted the words "will" if the program is available. The answer provided by IHA indicated that the program is currently not available. IHA should note that they will pursue the program, if it is available.

   Since the legislation has not been passed to convert public housing units into project-based section 8 units, IHA will need to review the legislation before pursing the program.

B. Under comment #3, we are asking why the Indiana Avenue Development was the only elderly community that was specifically designated as housing for the elderly. Under Strategy 1 under the elderly section, IHA indicated that they would seek designation of public housing for the elderly, if feasible, after an analysis of current senior sites that currently include elderly and disabled populations. Since there are problems at Lugar Towers, Barton Towers, and Barton Annex, with some of the non-elderly population, we were interested in IHA performing that analysis. In the 2006 annual plan, IHA did indicate in their comments that they would consider additional designation for the elderly after a feasibility study of current senior sites is performed. It was told to us during that meeting that the analysis would be done during 2006. It does not appear that this study was completed, as it was not discussed as a proposed change. ICEF would like specific language in the annual plan indicating that IHA will perform a feasibility study during the year 2007, to determine if any of the three elderly and disabled properties could or should be approved as an elderly site.

   IHA has stated in the 2007 annual plan -if feasible, after an analysis of the current senior sites and funding availability - IHA will then consider additional designation for the elderly.

C. In comment #4 of the 2006 annual plan, IHA specifically stated that they would provide homeownership counseling to prospective public housing and Section 8 clients in the Fair Housing Section. Since ICEF is interested in IHA reviewing homeownership, we would like to have this specific comment specifically spelled out in the 2007 annual plan.

The 2007 plan does not contain additional information regarding the counseling in its Fair Housing Section.
IHA has included as an attachment to the annual plan a description of their homeownership program—this section of the template does not require any additional information on fair housing training. However, IHA's Resident Relations Department conducts all homeownership training for clients.

D. ICEF is concerned about the comments made regarding eligibility. IHA currently indicates that they verify eligibility for admission to public housing at the point of application. By this statement, IHA means that they pull a criminal background and credit check at point of application. Verification and eligibility status is not completed until the applicant is pulled from the waiting list. ICEF believes that IHA should indicate the specific way that they approve eligibility. This would detail steps taken at the point of application and at the time that the application is pulled from the waiting list. In the 2007 plan, the IHA indicates that they verify eligibility at the time of application and when the families are within 7-14 days from being pulled from the waiting list. ICEF requests that he IHA provides specific details about what forms or eligibility checks are completed at the points of contact.

IHA checks eligibility through criminal and credit background checks at point of application. If a client is placed on the wait list for more than 30 days prior to admission - a re-verification is completed at time of occupancy. Please see attachment N (ACOP)

E. In the section regarding deconcentration and income mixing on page 18, under Section 6, the IHA marked "yes" under the question "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 of income mixing". We question that information, as well as the answer "no" to the question, "Did the PHA adopt any changes to its application admissions policies based on the results of the required analysis".

The ICEF Annual Plan Committee felt that the answer to b should be "yes", and that the answer to c should be "adoption of site based waiting list".

The Annual Plan Committee also felt that an orientation policy should be written and the orientation package should be available at each of the sites to be presented to new residents as they move in. This would assist the incoming member in becoming familiar with the site, as well as the programs that are offered at the

individual sites. The orientation information should include specific information regarding the resident organization that serves the site and the programs that are offered by the resident organization. The Indianapolis Citizens Empowerment Foundation will develop an orientation policy package and forward the package to the IHA for review.
The adoption of site-based waiting lists was not institutionalized based on the analysis conducted on deconcetration and income mixing. However, the site-based waiting list is a component of the continued effort to indoctrinate site-based management. In regards to section (6) deconcentration and income mixing IHA's Admissions and Continued Occupancy Plan (ACOP) was not modified due to this process. Although, the ACOP does address specific preferences (work and/or educational training) and site-based management allows for better monitoring of processes.

F. The IHA did mark the fact that the only time a 60-day extension for a Section 8 voucher is given is for a disabled or elderly family. ICEF requests that the IHA add and "other requests on a case by case basis", as we know that extensions have been given.
IHA allows disabled and elderly families an extension on standard 60-day periods to search for a unit. Please see attachment M-Section 8 Administrative Plan.

G. The ICEF was under the impression that IHA did have ceiling rents. The IHA did mark no in section e on page 23.
IHA does not have ceiling rents.

H. IHA indicated that they will consider the proposed flat rental rates based on 2004 market study for the 2006 annual plan. IHA indicated that they were going to conduct a 2006 market study on comparable rents. ICEF is questioning why this market study was not completed, as the IHA is carrying the same note in the 2007 annual plan.
Based on the current market study conducted in 2004- IHA proposed the flat rents be increased for 2007. IHA will consider the 2004 market study along with any other relative information or research prior to implementation.

I. The ICEF is requesting that the IHA consider the development of a written grievance procedure, as the regulations found at 24 CFR Part 966 do not cover all circumstances that are found within the Indianapolis Housing Agency sites.
IHA has established a written grievance procedure for public housing. Please see attachment N- ACOP.

J. In Section 7 B, it indicates that the replacement housing factor funds will be used for purchase and/or renovation at Georgetown Apartments. Please provide an explanation.
Currently, IHA is proposing the use of RHF funds to acquire low to moderate housing unit (public housing units) within the Georgetown development. For additional information, please request a copy of the executive summary.

K. Under Item 8, you indicate that you are going to dispose of a parcel of vacant land at John Jay Barton Apartments. You indicate that you are going to submit the application on April 1, 2007. In this application process, you do need to offer the land for sale to the resident organization that represents the residents. This needs to be done ninety (90) days before the application is completed. You also need to schedule a meeting, to discuss the disposition. There is activity projected start date of May 1, 2007 and a projected end of activity of December 31, 2007. ICEF was unaware of the disposition plan for John Jay Barton Apartments. When the IHA representative met with ICEF on September 13, 2006, she did not mention that this was a proposed change to the annual plan. Please provide a one page summary of each proposed plan to ICEF for consideration.
Prior to application submission to SAC- IHA will be in accordance to HUD's special application center requirement for disposition of land.

L. Under Item 1 of the Designation of Public Housing Section presented in Section 9 on page 32, the IHA answered "yes" to the question regarding elderly designation in 2006. In 2007, the question is marked "no". In our discussions last year, the IHA indicated that they would complete a feasibility study to determine if they should designate or apply for approval to designate 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 be elderly families and families with disabilities as provided by section 7 of the U.S. Housing Action of 1937 in the upcoming fiscal year. This is a hot point for ICEF and we are requesting that this feasibility study be completed in 2007, due to all of the problems that are occurring in the elderly/disabled properties.
Under Section 9, item 1 of the Designation of Public Housing Section- IHA answered NO to the question, "Has the PHA designated or applied for approval? To date, IHA has not designated or applied for approval. As stated above- if feasible,

after an analysis of the current senior sites and funding availability - IHA will then consider additional designation for the elderly.

M. In the 2006 annual plan, the IHA did state that they would complete an analysis of the current senior sites that included elderly and disabled populations, to determine if any of the senior sites, should be elderly only. Since this was identified in the annual plan, please provide a report of the status of the analysis, and what was determined.
IHA stated in the 2006 plan, "If feasible, after an analysis of current senior sites that include elderly and disabled populations." IHA did not conduct such an analysis in 2006.

N. Under the section regarding PHA safety and crime prevention measurers, which is included under Item 13 on page 39, the committee feels that the IHA should check that the residents are fearful for their safety and/or the safety of their children. As discussed, this is a true and accurate statement. The resident organizations are receiving many complaints that residents are fearful for their safety and will not report any activities on the property for fear that it will affect their families.

IHA made that modification based on resident's comments regarding safety.

IHA checked the appropriate box based on ICEF's comments regarding safety in the senior/disabled communities.

O. The Indiana Avenue Development, the Barton Annex Development, and the Barton Towers Development should be added to item 13 (A3) on page 40. These communities do have residents who believe that the crime rate is high, due to the fact that they are fearful, we would like to have communities named in this section.
IHA listed developments that are affected the most by reported crime statistics and reports.

P. Crime and drug prevention activities are discussed under Item B on page 41. The first and last box should be marked to indicate that the IHA has undertaken or plans to undertake crime and drug prevention activities in the next fiscal year. The first box includes Indiana Avenue, Barton Annex, and Barton Towers. This box should be marked, due to the fact that Indiana Avenue, Barton Annex, and Barton Towers have resident security programs.
IHA has checked the appropriate boxes.

Q. We discussed Item (3b) of Section B on page 43. The Annual Plan Committee questioned whether or not a resident of the Section 8 Program could run for a seat on the Board of Commissioners. Currently, there is a resident representing the elderly and disabled development and a member representing the family developments.

IHA's general counsel is researching this matter. However, under the City ordinance Sec. 285-411 (b)-The member of the housing board shall be appointed as follows:

(2) Five (5) members appointed by the mayor…
(3) Two (2) members appointed by the council…
(4) Two (2) members appointed by the Indianapolis Housing Agency Resident's Council; one (1) shall be appointed from the family housing community and one (1) from the senior community.

Regarding the Board of Commissioners- the City ordinance does not stipulate the appointment of a Section 8 client to the Board of Commissioners.

2005-2009 Five-Year Goals/ Achievement Summary

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

PHA GOAL: EXPAND THE SUPPLY OF ASSISTED HOUSING	5 Year Plan	2005 Actual	2006 Actual	2007	2008	2009
Apply for additional rental vouchers	Increase population by 5% annually	Zero per HUD	Zero per HUD			
Reduce public housing vacancies	97% adjusted occupancy rate	97%	93%			
Leverage private or other public funds to create additional housing opportunities	Leverage additional funds	$3.8 M	$5.7 M			
Acquire or build units or developments	Minimum of (2) development sites	1-HOPE VI (RMG)	1- RHF (George town)			
PHA GOAL: IMPROVE THE QUALITY OF ASSISTED HOUSING	**5 Year Plan**	**2005 Actual**	**2006**	**2007**	**2008**	**2009**
Improve public housing management (PHAS) scores	Increase score to 90 points	2006 per HUD	2007 HUD			
Improve voucher management (SEMAP) scores	Increase score to Standard Performer	2006 per HUD	2007 HUD			
Increase customer satisfaction (RASS)	Achieve 90% by year 2009	2006 per HUD	2007 HUD			
Improve specific management functions: public housing finance; voucher unit inspections	Improve Management functions	Setting standards PH/S8	Policy Manual PH/S8			
Renovate or modernize public housing units	100% modernization over 5 years (20%/year)	0	187			
Demolish or dispose of obsolete public housing	Demolish or dispose PH	0	0			
Provide replacement public housing	2 site developments over 5 years	0	0			
Provide replacement vouchers	50 replacement vouchers over 5 years	Zero per HUD	Zero per HUD			
PHA GOAL: INCREASE ASSISTED HOUSING CHOICES	**5 Year Plan**	**2005 Actual**	**2006**	**2007**	**2008**	**2009**
Provide voucher mobility counseling	125 clients served over 5 year period	168	182 (HO)			
Conduct outreach efforts to potential voucher landlords	Landlord outreach effort	Updated website	16 Mtgs.			
Implement voucher homeownership program	100 clients over a 5 year period	35	50			
Implement public housing or other homeownership programs	ROSS program	4	5			
Implement public housing site-based waiting lists (IHA communities)	Utilizing site-based waiting list (2002)	Complete	Complete			
Convert public housing to vouchers	Public Housing conversion	Zero per HUD	Zero per HUD			
Other: Projects will be designed to promote opportunities that increase assisted housing choices such as the current project-based section 8 voucher program	10% maximum of voucher utilization	245	0			

2005-2009 Five-Year Goals/ Achievement Summary (cont'd)

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

PHA GOAL: PROVIDE AN IMPROVED LIVING ENVIRONMENT	5 Year Plan	2005 Actual	2006	2007	2008	2009
Implement measures to de-concentrate poverty by bringing in higher income public housing households into lower income developments	Mandatory FSS for PH families	1-HOPE VI	RMG H6			
Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments	Mixed finance projects	1-HOPE VI	RMG H6-GT			
Implement public housing security improvements	Security improvements	All senior properties	Crime watch			
Designate developments or buildings for particular resident groups	Designated housing	0	0			
Other: Implement energy savings improvements and asset modernization at various family sites, and develop IDA's (Individual Development Accounts)	Various improvements	IDA protocol	Cont. IDA			

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

PHA GOAL: PROMOTE SELF-SUFFICIENCY AND ASSET DEVELOPMENT OF FAMILIES	5 Year Plan	2005 Actual	2006	2007	2008	2009
Increase the number and percentage of employed persons in assisted households	FSS employed	207	358			
Provide or attract supportive services to improve assistance recipients' employability	Supported services	100	99			
Provide or attract supportive services to increase independence for elderly or families with disabilities	Supported services	14	67			
Other: Comply with HUD's Mandatory Earned Income Disallowance (MEID) for public housing residents	MEID	Comply	Comply			

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

PHA GOAL: ENSURE EQUAL OPPORTUNITY AND AFFIRMATIVELY FURTHER FAIR HOUSING	5 Year Plan	2005 Actual	2006	2007	2008	2009
Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability	Undertake affirmative measures	Promo-tional material	Promo-tional material			
Undertake affirmative measures to provide a suitable environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability	Undertake affirmative measures	Continue Partner-ing	Cont. Partner-ing			
Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required	Project base vouchers, 15-20 over the next five years	0	20			
Other: Increase MCCHO's (IHA program) service level as an intake and referral intermediary for individuals and families experiencing discrimination	Increase service levels	2	0			

Housing Choice Voucher-Section 8 Administration Plan

FOR PUBLIC COMMENT

Issued for Public Comment: _____

Approved by the Board of Commissioners: _____

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Section 1

Introduction

The Indianapolis Housing Agency (IHA) receives its funding for the Housing Choice Voucher (HCV) program from the U.S Department of Housing and Urban Development (HUD). The IHA is not a federal department of agency. The housing agency is a government or public body, created tank authorized by the state to develop and operate housing programs for low-income families. The IHA enters into an Annual Contributions Contract with HUD to administer the program requirements and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

Organization and Structure of the IHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the Indianapolis Housing Agency (IHA) for the jurisdiction of the City of Indianapolis/ County of Marion.

The officials of the IHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the IHA conducts business, ensuring that policies are followed by the IHA staff and ensuring that he IHA is successful in its mission. The board is responsible for preserving and expanding the agency's continued viability.

Formal actions of the IHA are taken through written resolutions, adopted by the board of commissioners and entered into official records of the IHA.

The principal staff member of the IHA is the executive director (E.D.), hired and appointed by the board of commissioners. The executive director is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of the IHA's staff in order to manage the day-to-day operations of the IHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

IHA Mission

Our mission is to be a top-performing agency that: provides quality and affordable housing; contributes to safe communities; encourages individual and family self-sufficiency; and affirmatively promotes fair housing.

IHA Programs

The IHA's administrative plan is applicable to the operation of the Housing Choice Voucher program

Overview of the Section 8 Voucher Program

1.1 What Are Section 8 Rental Vouchers?

The Section 8 rental voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to rent decent, safe and sanitary housing in the private market. Since the rental assistance is provided on behalf of the family or individual, participants are able to find and lease privately owned housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Section 8 rental vouchers are administered locally by public housing agencies (HAs). The HAs receive Federal funds from HUD to administer the Section 8 programs. A family is issued a rental voucher and is responsible for finding and selecting a suitable rental unit of its choice, which may include its present unit. Rental units must meet minimum standards of health and safety, as determined by the HA. A rental subsidy is paid directly by the HA to the landlord on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

1.2 Family Eligibility

Eligibility for a rental voucher is determined by the HA based on the total annual gross income and family size and is limited to U.S. citizens and specified categories of non citizens who have eligible immigration status. In general, the family's income may not exceed 50% of the median income for the county or metropolitan area in which the family chooses to live. Median income levels are published by HUD and vary by location.

During the application process, the HA will collect information on family income, assets and family composition. The HA will verify this information with other local agencies, employers, and banks and will use the information to determine program eligibility and the amount of the rental assistance payment. If the HA determines that the family is eligible, the family’s name will be placed on a wait list. Once the family’s name is reached on the wait list, the HA will contact the family and issue, to the family, a rental voucher.

1.3 Eligible/Ineligible Housing

The following types of housing may **not** be assisted by the IHA Section 8 Voucher Program:

1. A public housing or Indian housing unit;
2. A unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f);
3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
4. College or other school dormitories;

5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

6. A unit occupied by its owner or by a person with any interest in the dwelling unit. However, assistance may be provided for a family residing in a cooperative. Assistance may be provided to the owner of a manufactured home leasing a manufactured home space. In the case of shared housing, an owner unrelated to the assisted family may reside in the unit, but assistance may not be paid on behalf of the resident owner.

7. A family shall not receive the benefit of tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

8. Public or Indian housing assistance;

9. Other Section 8 assistance (including other tenant-based assistance);

10. Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);

11. Section 101 rent supplements;

12. Section 236 rental assistance payments;

13. Tenant-based assistance under the HOME Program;

14. Rental assistance payments under Section 521 of the Housing Act of 1949 (a Rural Housing Service program);

15. Any local or State rent subsidy; or

16. Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, *housing subsidy* does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

1.4 Rental Vouchers -- How Do They Function?

The Section 8 rental voucher program places the choice of housing in the hands of the individual family. A very low-income family who has been selected by the HA to participate is encouraged to consider several housing choices to secure the best rental housing for its needs.

The rental unit must meet an acceptable level of health and safety before the HA can approve payments to landlords under the rental voucher program. When the rental voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the HA will inspect the dwelling and review the lease for approval. A rental voucher holder is also advised of the unit size for which it is eligible, based on family size and composition, and the applicable rent levels.

In the rental voucher program, the HA determines a payment standard which is used to calculate the amount of rental assistance a family will receive, but does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a rental voucher can select a unit which rents below or above the payment standard. The rental voucher family will pay more

than 30% of its monthly adjusted gross income for rent and utilities if the unit rent is greater than the payment standard. However, the family would pay less than 30% of its monthly adjusted gross income if the total rent was less than the payment standard.

1.5 The Rent Subsidy

Under the rental voucher program, a family may choose a unit that rents for more than the payment standard and may pay more or less than 30% of its monthly adjusted gross income for rent. The HA calculates the maximum amount of rental assistance allowable, which is the difference between the payments standard and 30% of the family's monthly adjusted gross income, and pays rental assistance. The amount of rental assistance paid by the HA changes with the payment standard while the amount the tenant pays varies with the actual rent. For example, if a family locates a unit that rents below the payment standard, the family would pay less than 30% of its monthly adjusted gross income for rent. On the other hand, if a family decides to rent a unit above the payment standard, it could pay up to 40% of its monthly adjusted gross income for rent. The family's rent share also changes when its income or family circumstances change.

1.6 Family share - Family responsibility

The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The family rent to the owner is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner. Payment of the whole family share is the responsibility of the family.

1.7 Minimum Tenant Payment

The IHA requires that participants in its Section 8 program pay a **minimum of $50.00** toward rent.

1.8 Waiver provisions

The IHA may, at its option, waive the minimum tenant payment for up to three months in cases of financial hardship including, but not limited to, job loss, death of a family member, loss of benefits under state, local or federal assistance programs, or to avoid eviction. Waivers may be granted on an individual basis considering the circumstances of each particular family. Extensions of time may also be granted considering the circumstances of each particular family. The maximum extension period will be until the participant’s next annual reexamination.

1.9 Maximum family share at initial occupancy

At the time the IHA approves a tenancy for initial occupancy of a dwelling unit by a family with tenant-based assistance under the program, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share must not exceed 40 percent of the family's adjusted monthly income. The determination of

adjusted monthly income must be based on verification information received by the PHA no earlier than 60 calendar days before the PHA issues a voucher to the family. Information with a verification date of over 60 calendar days must be re-verified.

1.10 Can the Family Move and Continue to Receive Section 8 Rental Assistance?

A family's housing needs change over time with changes in family size, job locations, and for other reasons. The rental voucher program is designed to allow families to move without loss of rental assistance, provided the family provides a 30-day notice to the landlord and a copy to the IHA prior to vacating the property.

Under the rental voucher program, new rental voucher holders may choose a unit anywhere in the United States if the family lived within the jurisdiction of the HA issuing the rental voucher when the family applied for assistance. Those new rental voucher holders not living within the jurisdiction of the HA at the time the family applies for rental assistance will initially lease a unit within that jurisdiction for the first twelve months of assistance. A family that wishes to move to another HA's jurisdiction will consult with the HA that currently administers its rental assistance to verify the procedures for moving.

1.11 Roles - the Tenant, the Landlord, the Housing Agency and HUD

Once an HA approves an eligible family's lease and the dwelling has passed required HQS inspection, the family and the landlord sign a lease and, at the same time, the landlord and the HA sign a housing assistance contract which runs for the same term as the lease. This means that everyone -- tenant, landlord and HA -- has obligations and responsibilities within the rental voucher program.

1.12 Landlord and Tenant Role

When a family selects a housing unit, and the HA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year, the landlord will initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the HA of any changes in income or family composition.

Landlord's Role: The role of the landlord in the rental voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit will pass the program's housing standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HA.

1.13 Indianapolis Housing Agency's Role

The HA administers the rental voucher program locally. The HA provides a family with the rental assistance that enables the family to seek out suitable housing and the HA

enters into a contract with the landlord to provide rental assistance payments on behalf of the family. If the landlord fails to meet his/her obligations under the lease, the HA has the right to terminate assistance payments.

1.14 HUD's Role

To cover the cost of the program, HUD provides funds to allow HAs to make housing assistance payments on behalf of the families and HUD pays the HA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites HAs to submit applications for funds for additional rental vouchers. Applications are then reviewed and funds awarded to the selected HAs on a competitive basis.

1.15 Conflict of Interest (24 CFR 982.161)

Generally, neither the HA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons have any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the HA (except a participant commissioner
- Any employee of the HA, or any contractor, subcontractor or agent of the HA, who formulates policy or who influences decisions with respect to the programs;
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
- Any member of the Congress of the United States.

Any member of the classes described above must disclose their interest or prospective interest to the IHA and HUD. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause. Additional conflict of interest restrictions are detailed in the IHA's Conflict of Interest Policy.

1.16 Administrative Fee Reserve (24 CFR 982.155)

All expenditures from the Section 8 Administrative Fee Reserve must be approved by the IHA Board of Commissioners.

1.17 Section 8 Management Assessment Program (SEMAP)

The Department of Housing and Urban Development (HUD) implemented the Section 8 Management Assessment Program (SEMAP) in Fall 1998. SEMAP is a new management assessment system that HUD will use to measure the performance of 2,600 local housing agencies that administer $10 billion annually in Federal Section 8 rental assistance for 1.4 million low-income families nationwide.

Under SEMAP, HUD will annually measure the performance of housing agencies that administer the Section 8 rental voucher program in 14 key areas. The 14 indicators of performance show whether eligible families are helped to afford decent rental units

at a reasonable subsidy cost as intended by Federal housing legislation. The 14 key indicators of performance are:

Performance Indicator		Section 8 Administrative Plan
1	Selection from the wait list	**Section 6**
2	Rent reasonableness	**Section 11**
3	Determination of adjusted income	**Section 5**
4	Utility allowance schedule	**Section 9**
5	HQS quality control inspections	**Section 18**
6	HQS enforcement	**Section 18**
7	Expanding housing opportunities	**Section 4**
8	FMR limit and payment standards	**Section 10**
9	Annual reexaminations	**Section 14**
10	Correct tenant rent calculations	**Section 5**
11	Pre-contract HQS inspections	**Section 18**
12	Annual HQS inspections	**Section 18**
13	Lease-up	**Section 13**
14	Family self-sufficiency (FSS) program enrollment and escrow accounts	**Section 19**
Bonus – De-concentration		

Section 2
Definitions

These definitions are provided for the reader's convenience. They do not supersede the definitions found in HUD's program regulations for the same terms. In the case of conflict with HUD's definitions, HUD's definitions will prevail.

Absorption

In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portable family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC

Annual Contributions Contract. A written contract between HUD and an HA. Under the contract, HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ACC reserve account (formerly "project reserve")

Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

Administrative fee

Fee paid by HUD to the HA for administration of the Section 8 program.

Administrative fee reserve (formerly "operating reserve")

Account established by the HA from excess administrative fee income. The administrative fee reserve will be used for housing purposes.

Administrative plan

The administrative plan describes HA policies for administration of the tenant-based programs.

Admission

The point when the family becomes a participant in the program. The date of admission is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Applicant

A family that has applied for admission to the program, but is not yet a participant.

Brief period

Thirty calendar days or less.

Contiguous MSA

In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

Continuously assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the housing voucher program. A family is not considered "continuously assisted" if it has not participated in a program under the 1937 Housing Act for a period of 180 calendar days or longer.

Conviction

Found guilty by a court of law.

Days

Consecutive calendar days, unless specified as working days. Where specified as working days, weekends and official holidays are not counted.

Drug related criminal activity

Term means: (1) Drug-trafficking; or (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-trafficking

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

Eviction

A termination or initiation of a proceeding to terminate a tenancy by a court of law.

Extension of time

(for HQS inspection repairs) Allows additional time, usually not more than 30 calendar days, to complete the required repairs, during which time the HAP payment may:

1. Continue to be paid in full;
2. Be withheld and retroactively repaid in full; or
3. Be withheld and reduced appropriately when payments resume or HAP contract is terminated.

Family

All the members of a household under one roof and consisting of approved household members as listed on the HAP contract or as subsequently approved by both the owner and the IHA. IHA recognizes that a variety of relationships exist, which are not necessarily relationships of ancestry or marriage. A family may consist of a single individual.

A family is either a single person or a group of persons and includes:

- A household with or without children. A child who is temporarily away from home due to placement in foster care should be considered a member of the family.
- An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.
- A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
- A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.
- A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit.
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Gross Rent

The sum of the actual rent to owner and the HA allowance for tenant-paid utilities

HAP contract

The contract between the IHA and the owner that allows the IHA to make housing assistance payments directly to the owner on a program participant's behalf.

HAP payment

The subsidy paid to the owner, by the IHA, on behalf of a program participant.

HAP payment - Suspend

The HAP payment is not being made; e.g., payment is terminated or withheld, regardless of the reason.

HAP payment - Terminate

Stops housing assistance payments to the owner until the required repairs are completed. Once the HAP payment is terminated, no retroactive payment, either partial or full, may be made to the owner.

HAP payment - Withhold

Stops the HAP payment to the owner during an extension of time, after which a retroactive payment, either partial or full, may be provided.

The distinction between withholding the HAP payment and terminating the HAP payment is that withholding is done during an extension period, which allows a retroactive payment to be made.

Housing agency

Any agency that administers federal or state housing assistance programs. Abbreviated as HA. A local housing authority is an HA. The IHA is an HA.

Housing Quality Standards (HQS)

HQS refers to HUD's HQS as amended applying local standards and codes. Units will meet HQS at all times. Once a unit is under a HAP contract, a primary contractual obligation of the owner and the IHA is to ensure that the unit continues to meet all HQS.

Household

Family members and others who live under the same roof.

Initial HA

In portability, the term refers to both:

1. An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.
2. An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

Initial lease term

The initial term of the assisted lease. The initial lease term will be for at least one year.

Initial rent to owner

The rent to owner at the beginning of the initial lease term.

Jurisdiction

The area in which the HA has authority under State and local law to administer the program. The jurisdiction of the IHA is Marion County, Indiana.

Lease

A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the HA.

Lease addendum

In the lease between the tenant and the owner, the lease language required by HUD.

Minimum Rent

The minimum amount of rent that a Housing Agency must charge a resident to comply with the 1998 Act. The IHA's minimum rent is $50.00.

Owner

Any person or entity with the legal right to lease a unit to a participant.

Participant

A family that has been admitted to the IHA program, and is currently assisted in the program. A family becomes a participant on the effective date of the first HAP contract executed by the IHA for the family (first day of initial lease term).

Payment standard

In the voucher program, an amount used by the HA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent. The HA adopts a payment standard for each bedroom size and for each fair market rent area in the HA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

Person with disabilities

In the Housing Choice Voucher program:

1. For the purposes of reasonable accommodation and program accessibility for persons with disabilities, the term "person with disabilities" means "individual with handicaps" as defined in 24 CFR 8.3.
2. For purposes of determining eligibility based upon disability status, "person with disabilities" is defined for the Section 8 programs in Section 3(b)(3)(e) of the United States Housing Act of 1937.

Portability

The term *portability* refers to a Section 8 family's right to move from the jurisdiction of one HA into the jurisdiction of another HA while continuing to receive Section 8 rental assistance. A family's housing needs change over time with changes in family size, job locations, and other reasons. Portability was designed to allow families to move in response to changing circumstances, without the loss of their rental assistance. Under the Section 8 Housing Voucher program, assisted families may choose a unit anywhere in the United States where there is a HA administering the Section 8 Housing Choice Voucher program.

Public housing

Federally assisted public housing.

Quality in Housing and Work Responsibility Act (as amended)

Signed by the President in 1998, the act is a comprehensive overhaul of public and assisted housing. Also referred to as “the 1998 Act” or “QHWRA”.

Reasonable rent

A rent to owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Receiving HA

In portability, a HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher, and provides program assistance to the family. If the receiving HA has no available vouchers then the initial HA pays the subsidy for the family.

Repairs completed

The repairs have been completed to the satisfaction of the IHA, and in compliance with HQS.

Recovering addict

A person that: 1) has completed a supervised drug rehabilitation program and is not currently engaged in the illegal use of a controlled substance; or has otherwise successfully been rehabilitated and not currently illegally using drugs; or, 2) is involved in a supervised rehabilitation program and not currently illegally using drugs; and is involved in a self help group, such as Narcotics Anonymous, and not currently illegally using drugs.

Repeated

An occurrence of an event two or more times within a twelve-month period, beginning with the date of the first occurrence.

Subsidy

Share of federal funds paid by the IHA for housing assistance.

Suspension

Stopping the clock on the term of a family's voucher, for such period as determined by the HA, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request.

Tenant

The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Threatening, abusive or violent behavior

Threatening behavior refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Abusive or violent behavior includes verbal as well as physical violence or abuse. Verbal abuse includes use of expletives that are generally considered insulting, racial epithets, or other language that is customarily used to insult or intimidate.

Violent criminal activity

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher)

A document issued by a HA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Section 3
Specific Roles and Responsibilities

3.1 IHA Responsibilities

The IHA is responsible for daily program administration. The IHA will comply with HUD regulations and requirements, this Administrative Plan, and the terms and conditions of HUD's contracts with IHA for Section 8 program administration.

In addition to HUD requirements and in accordance with this plan, the IHA is required to develop its own procedures relative to the following:

- Qualifying applicants for participation in the program
- Resolution of owner and tenant complaints that are not subject to the informal review or hearing process
- Enforcement procedures for tenant-caused HQS violations
- Managing and responding to information pertaining to alleged drug and violent criminal activity
- Reasonable accommodation
- Making decisions relative to family break-ups
- Internal quality control monitoring for all SEMAP indicators
- Publishing and disseminating information about the availability and nature of housing assistance under the program
- Explaining the program to owners and families
- Seeking expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration
- Encouraging owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration
- Affirmatively furthering fair housing goals and complying with equal opportunity requirements
- Making efforts to help disabled persons find satisfactory housing
- Receiving applications from families, determining eligibility, maintaining the wait list, selecting applicants, issuing a voucher to each selected family, providing housing information to families selected
- Determining who can live in the assisted unit, at admission and during the family's participation in the program
- Obtaining and verifying evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5
- Reviewing the family's request for approval of the unit and lease

- Inspecting the unit before assisted occupancy and at least annually during the assisted tenancy
- Determining the amount of the housing assistance payment for a family
- Determining the maximum rent to the owner, and whether the rent is reasonable
- Making timely housing assistance payments to an owner in accordance with the HAP contract
- Examining family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information
- Establishing and adjusting HA utility allowance
- Administering and enforcing the housing assistance payments contract with an owner, including taking appropriate action, as determined by the HA, if the owner defaults (e.g., HQS violation)
- Determining whether to terminate assistance to a participant family for violation of family obligations
- Conducting informal reviews of certain HA decisions concerning applicants for participation in the program, as further defined in Section 12 of this Administrative Plan
- Conducting informal hearings on certain HA decisions concerning participant families, as further defined in Section 12 of this Administrative Plan
- Providing sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- Administering an FSS program.

The IHA will periodically monitor its administrative practices to ensure consistency in the implementation and on-going administration of all aspects of its Section 8 program. At any time, the IHA may be required to amend or modify its discretionary procedures.

3.2 Recordkeeping

Applicant records shall be kept for three years after the date the applicant was notified that he/she was not eligible, or three years after the conclusion of any informal review or lawsuit, whichever is later.

Participant records shall be kept for three years from the end of program participation, or after the conclusion of any informal hearing or lawsuit, whichever is later (24 CFR 982.158).

3.3 Owner Responsibilities

An Owner is responsible for:

- Screening tenants
- Complying with the HAP contract
- Maintaining the unit in compliance with HQS
- Enforcing lease requirements
- Notifying the HA of any evictions
- Performing all of the owner's obligations under the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Complying with equal opportunity requirements
- Preparing and furnishing to the HA information required under the HAP contract
- Collecting from the family:
    1. Any security deposit
    2. The tenant contribution (the part of rent to owner not covered by the housing assistance payment)
    3. Any charges for unit damage by the family
- Paying for utilities and services (unless paid by the family under the lease)
- For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR 100.203.

3.4 Family Responsibilities

3.4.1 Applicant responsibilities

While on the wait list, an applicant will notify the IHA of any changes in address and family status.

Upon selection from the wait list, an applicant will provide the IHA with complete and accurate information necessary to determine program eligibility.

Upon determination of eligibility, an applicant will conduct a housing search with a voucher expiration date of 60 calendar days from the date of issuance. The IHA can extend the voucher expiration date for a period of 30 calendar days if the applicant requests the extension, in writing and prior to the expiration of the voucher, and can document any extenuating circumstances.

3.4.2 Family obligations

To continue participation in the Housing Choice Voucher program, the family must comply with the family obligations contained in 24 CFR 982.551 and listed below. In addition, the family must comply with any additional obligations

contained in the lease and the lease addendum. Any violation of Family Obligations shall be cause for program termination.

To meet the family obligations, the family must:

1. Supply required information - the family will supply any information that the IHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. “Information'' includes any requested certification, release or other documentation.

2. Supply any information requested by the IHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

4. Supply any information requested by the IHA to verify that the family is living in the unit or information related to family absence from the unit.

5. Notify the IHA and owner, in writing and no more than 21 calendar days from the first day of absence, when the family is away from the unit for a period of time in excess of 30 calendar days in accordance with IHA policies.

6. Allow the IHA to inspect the unit during normal business hours (Monday through Friday 8am to 5pm, except official holidays), unless otherwise scheduled, and after no less than 48 hours notice. Emergency inspections require no notice.

7. Give 30 calendar days notice to the IHA and the owner in writing before moving out of the unit or terminating the lease.

8. Use the assisted unit for residence by the family. Members of the household may engage in legal profit making activities permitted by local codes and ordinances in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

9. The unit must be the family’s only residence and inhabited only by persons approved by the IHA. If the IHA has given approval in accordance with Section 5 of this Administrative Plan, a foster child or a live in aide may reside in the unit. The IHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live in aide, and defining when IHA consent may be given or denied.

10. Notify the IHA, within 10 calendar days, in writing of the birth, adoption, or court-awarded custody of a child.

11. Request the IHA written approval to add any other family member as an occupant of the unit prior to any other person moving in.

12. Notify the IHA, within 10 calendar days, in writing if any family member no longer lives in the unit.

13. Give the IHA a copy of any owner eviction notice.

14. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

15. Supply information that is true and complete.

16. Supply any information and execute any appropriate release requested by the IHA for use in conducting additional criminal background checks on any household member over the age of 18 during the family's participation in the program.

17. The family (including each family member) must **not:**

- Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- Sublease or let the unit or any portion of the unit or assign the lease or transfer any portion of the unit.
- Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the IHA has determined and has notified the owner and the family of such determination, that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

3.5 Leasing a Unit - Tenant screening

3.5.1 IHA option and owner responsibility.

The IHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. However, the IHA may opt to screen applicants for family behavior or suitability for tenancy. The IHA will conduct any such screening of applicants in accordance with policies stated in the IHA Administrative Plan.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before IHA approval of the tenancy, the IHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others
- Compliance with other essential conditions of tenancy.

3.5.2 IHA information about the participant family

- The IHA will give the owner:
- The family's current and prior address (as shown in the IHA records); and
- The name and address (if known to the IHA) of the landlord at the family's current and prior address.

The IHA may offer the owner other information in the IHA's possession, provided the owner requests such information on a Landlord Verification form with the family's consent for such information to be released. Information may include if the IHA would re-rent to this tenant and/or if the tenant was evicted and cause for such eviction.

The IHA will give the family a statement of the IHA policy on providing information to owners. The statement will be included in the information packet that is given to a family selected to participate in the program. The IHA policy will provide that the IHA will give the same types of information to all families and to all owners.

4.1 Housing Opportunity Plan

The IHA will, as deemed necessary, conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the number of applicants on the IHA wait list, income-targeting requirements, voucher availability through turnover, and wait list characteristics. The IHA will periodically assess these factors in order to determine the need and scope of the marketing effort.

4.1.1 Public Notice to Low-income Families

The IHA will publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for very low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units:

- The IHA will make known to the public through publication in a newspaper of general circulation and other suitable means the availability and nature of housing assistance for Low Income Families, unless application taking has been suspended according to HUD regulations.
- All public notices under this section shall be made in accordance with the Equal Opportunity Housing Plan and with the HUD advertising guidelines for fair housing requiring the use of the equal housing opportunity logotype, statement and slogan.

4.1.2 Notice Requirements

Notices will:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Section 8 Program; and
3. State that applicants for Section 8 Programs who also apply for the Public Housing Program will not lose their place on the Section 8 Programs wait list.

To reach persons who cannot read the newspapers, the IHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

Program announcements will also be disseminated through organizations for the disabled.

4.2 Promoting Greater Housing Opportunities for Families Outside Areas of Low-Income and Minority Concentration

The IHA will, at its own discretion, take the following actions to promote greater housing opportunities for families outside areas of low-income and minority concentration:

- Media to be used to notify owners about the program(s): Indianapolis Star Newspaper, and other such media as determined necessary.

- Actions to encourage participation by owners of units outside low-income and minority areas: The IHA will offer informational seminars for owners ("Landlord Fairs"). Owners will be notified of such seminars through ads in the Indianapolis Star Newspaper, and other such media as determined necessary.

- Actions to explain program requirements including equal opportunity to owners: As part of the quarterly informational seminars for owners, the IHA will provide equal opportunity and Fair Housing handouts and explain the owners' obligation to comply.

- Information on local, State and Federal Fair Housing laws: As part of the quarterly informational seminars for owners, the IHA will provide equal opportunity and Fair Housing handouts/fact sheets and explain the owners' obligation to comply.

- Information on general locations and characteristics of neighborhoods and on listings, to be provided to Vouchers Holders as follows: The IHA will provide a listing of participating or interested landlords with neighborhood descriptions, maps, and landlord addresses and telephone numbers.

- Actions to be taken to assist Voucher Holders during housing search, when requested: The IHA will provide a listing of participating or interested landlords with addresses and telephone numbers.

- Actions taken to promote broadest geographical choice in selection of units by Voucher Holders: The IHA's jurisdiction is limited to Marion County, Indiana. The IHA will make all voucher holders aware of the boundaries of its jurisdiction. The IHA will also inform the voucher holder of the portability option.

4.3 Fair Housing and Nondiscrimination

4.3.1 Compliance

The IHA shall comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants, or staff which may subsequently be enacted.

The IHA shall not discriminate because of race, color, creed, religion, sex, age, disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities (including land) included in a development or developments under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use for occupancy thereof.

The IHA shall not automatically deny admission to any particular group or category of otherwise eligible applicants (e.g. unwed mothers, families with children born out of wedlock, elderly pet owners or families whose head or spouse is a student). Each applicant in a particular group of category will be treated on an individual basis in the normal processing routine.

The IHA will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the IHA will make such physical or procedural changes to reasonably accommodate people with disabilities. The IHA'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 determination of the IHA as to eligibility or non-eligibility of the applicant; where eligible, the unit size for which eligible, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

To further its commitment to full compliance with applicable Civil Rights laws, the IHA will provide Federal/State/local information to Section 8 applicants and tenants regarding "discrimination" and any recourse available to them should they feel they have been the victim of discrimination. Such information will be made available during family briefing sessions.

The IHA will periodically review and update its Equal Opportunity Housing Plan to ensure that these objectives are being met.

Posters and housing information that is easily readable from a wheelchair are provided in locations throughout the IHA's office. Except as otherwise provided in 24 CFR 8.2 1 (c)(1), 8.24(a), 8.25, and 8.31, no qualified individual with handicaps shall, because the IHA's facilities are inaccessible to or unusable by persons with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

4.3.2 Reasonable Accommodations and Mitigating Circumstance

Reasonable accommodation is intended to provide persons with disabilities equal opportunity to participate in the Section 8 housing program through the modification of policies and procedures. For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term “person with disabilities” means “individual with handicaps” as defined in 24 CFR 8.3(b). Mitigating circumstances are verifiable facts that overcome or outweigh negative information.

A reasonable accommodation is made in response to individual requests from a qualified person with disabilities. In general, the person with disabilities will suggest an accommodation that he believes to be effective, and the IHA will determine whether the requested accommodation is reasonable from its viewpoint. The IHA will

ask the applicant to verify, through a qualified source, that his/her condition warrants the accommodation requested.

4.3.2.1 Authority

The IHA does not have the authority to waive federal regulations in response to a request for a reasonable accommodation. A request for reasonable accommodation that cannot be granted by the IHA will be forwarded to HUD.

4.3.2.2 Obligation

The IHA's obligation is to make an accommodation which is effective; i.e., one which overcomes barriers to equal access and facilitates the use of the housing program, provided that the accommodation also is reasonable; i.e., does not cause an undue burden or cause a fundamental alteration in the nature of the housing program.

A reasonable accommodation is unique to the needs of the person as a result of a disability; therefore, each requires an individualized assessment. Requests for reasonable accommodation will be considered by the IHA on a case-by-case basis.

Generally, the IHA's obligation to consider and, where reasonable, grant accommodations to a participant with disabilities ends when program participation actually terminates.

Reasonable accommodation decisions will be made by the IHA in a timely manner and will be documented in writing and, if applicable, in another format accessible to the requester. An agreement to make accommodations will include terms, conditions, performance expectations for all parties, and, if appropriate, a schedule.

4.3.2.3 Reinstatement & provisions for resumption of assistance

If a participant who has not been informed of the IHA's reasonable accommodation policy has been terminated from the program or left the program for reasons related to a recognized disability after the effective date of this plan, the participant may be reinstated under the following circumstances:

- if not more than one year has passed from the effective date of the termination; and
- if the participant is able to provide verification of his/her ability to comply with the essential program requirement(s) which was the cause for the termination; and,

- the IHA has a voucher available to issue.

It will be established by the family that the previous unacceptable behavior (which will be defined specifically) did, in fact, occur because of the disability, and that in the future, the family could reasonably be expected to be program compliant because of a change in circumstances.

If part of the poor tenant history of an applicant, or former participant with disabilities relates to failure to comply with treatment, the IHA may properly inquire about the reasonable expectation that the applicant will comply with current treatment.

For example, it may be an appropriate accommodation to delay or cancel a termination proceeding. If a reasonable accommodation request is pending, the program termination could be stayed until a decision is made. If the program violation is subject to cure, the participant cures the violation, and a reasonable accommodation makes certain that the violation will not be repeated, the program termination could be canceled. The simple provision of "a second chance" in the absence of any action to cure the violation or prevent a recurrence, is not likely to be an appropriate accommodation.

If an applicant or former participant is being (re)admitted by virtue of such a reasonable accommodation, the IHA may not make continued receipt of the assistance a requirement of continued program participation. Once an applicant is (re)admitted, the standard for remaining in occupancy is program compliance.

For example: A relative arranges for a disabled family terminated due to poor housekeeping (to the extent that it created a serious and repeated lease violation) to receive weekly housekeeping services. The IHA determines that this is a reasonable accommodation and reinstates the family. The IHA may not

make continued receipt of the housekeeping services a requirement of continued program participation. If the housekeeping services should stop after six months, the IHA may not terminate the family from the program provided they are able to maintain their tenancy and comply with all program requirements.

If a participant asserts that his/her failure to comply with the essential program obligations is a result of a disability, it is up to the participant to propose a reasonable accommodation, which if implemented, would result in compliance with essential program provisions. The IHA may require verification of the proposed accommodation that would allow the participant to comply with essential program requirements. However, the IHA cannot require such actions as a condition of initial or continued program participation.

The IHA may require the former participant to verify that:

- the participant had or has a disability;
- the former problems were caused by the disability; and,
- that present treatment, or reasonable accommodation, can reasonably be expected to prevent recurrence of the problem.

A simple example of a reasonable accommodation to ensure program compliance is that a copy of all IHA notices sent to the family will also be sent to a responsible third-party designated by the family.

The IHA may automatically reinstate applicants with disabilities who fail to respond within the reasonable time frame to inquiries to update the wait list, but only for reasons that are related to their disability.

4.4 Mitigating Circumstances

Mitigating circumstances are verifiable facts that overcome or outweigh negative information. Mitigating circumstances can apply to all families, they are not exclusive to families with disabilities.

Considering mitigating circumstances for a family with disabilities is a reasonable accommodation, and thus a requirement.

4.4.1 Effect on denial or termination of assistance

The IHA has discretion to consider mitigating factors presented by the family when deciding whether or not to deny or terminate assistance. Should the IHA decide not to deny or terminate a family's assistance due to mitigating circumstances, the IHA will document this fact in the family's file and attach any documentation to support this decision.

It is not the IHA's responsibility to inquire as to whether there were mitigating circumstances. However, if the family claims mitigating circumstances, it is up to the IHA to determine whether it believes the circumstances are valid. The family will provide documentation that establishes the validity of the claim. The IHA is the final judge of what constitutes adequate and credible documentation.

Mitigating factors can be, but are not limited to, considering the seriousness of an offense, the extent of participation by other family members, and the effect that the denial or termination may have on the household. The IHA has discretion to determine an appropriate remedy, and may permit the remaining members of a household to continue to receive assistance and may impose a condition that the offending household member(s) will not reside in the unit. A signed statement to that effect can be required by the IHA. In accordance with the Housing Opportunity Program Extension Act of 1996, the IHA may require that the family member(s) involved in the illegal use of a controlled substance or abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents submit evidence of: 1) successful completion of a supervised drug or alcohol rehabilitation program; 2) successful rehabilitation by other means; or, 3) current participation in a

supervised drug or alcohol rehabilitation program, as a condition of being allowed to begin or continue participation in the Section 8 program.

Mitigating circumstances may exist such that the IHA believes that granting assistance to an applicant is warranted even though the applicant meets one of the criteria for denying assistance. For example, in the case of criminal activity, where the family member that caused the problem is no longer part of the household.

In cases where a family was evicted or had their assistance terminated by another administering agency, the IHA will do its own investigation into the cause, how long ago it occurred, and whether the family composition is the same before determining whether to deny or terminate assistance to that family. For example, it may not be appropriate to deny assistance to a family that was evicted from public housing for damage to the unit where the damage was done by a family member who no longer resides with the household.

The IHA may exercise discretion when determining eligibility in limited instances in which a family owes money to an owner or other HA. For instance, if a family owes a small amount to another HA and that HA is refusing to execute a repayment agreement despite good faith efforts by the family to do so, the family could be determined to be eligible.

The IHA may automatically reinstate applicants on the wait list if the agency reasonably believes that extenuating circumstances interfered with the ability of the applicant to keep his/her wait list information current.

The IHA requires that families give at least 30 calendar days written notice before moving to a new unit. This requirement may be waived in certain instances, if it is determined that the family was unable to provide the proper notice due to factors beyond its control, such as cases of domestic abuse.

4.4.2 Domestic violence as a mitigating circumstance

There is no question that domestic violence can be a mitigating factor in a family's failure to comply with any program requirement. If the claim of domestic violence is sufficiently documented, then the IHA will weigh all the circumstances of the case and determine whether the mitigating facts outweigh the family's failure to comply with program requirements.

4.4.3 Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit

Fair housing laws are explained to applicants at the briefing session. A Summary of Federal and State fair housing laws, and a copy of the HUD brochure, "Fair Housing -- It’s Your Right" that contains housing discrimination complaint Form HUD-903 and/or 903A (Spanish version) are in the information packet given to the family at the briefing. These documents are also available upon request.

Strategies to deal with owners who are unfamiliar with fair housing laws are also presented at the briefing. Particular attention is given to explaining the

provisions of the U.S. Fair Housing Act applicable to families with children, focusing on issues surrounding lead-based paint. Also, the IHA will provide guidance on the more common issues that may constitute discrimination. These may include issues surrounding lead-based paint; an owner's reluctance to accept a Section 8 voucher; or bedroom size issues that are in conflict with the IHA subsidy standards and HQS.

If a family is having difficulty leasing a unit, the IHA will proactively attempt to spot issues that may be discriminatory. The suggestion that a family document their housing search efforts beyond the first 60 calendar days can be a useful tool in spotting possible discrimination.

If a family claims discrimination because of race, color, religion, sex, national origin, age, familial status or disability, the IHA will advise the family of its options and explain how to complete a discrimination complaint to be filed with the Department of Housing and Urban Development. If requested by the family, the IHA will assist in completing the complaint form. The staff person completing the complaint form will make no judgment about the legitimacy of a complaint; the staff person is only to help the tenant complete the necessary forms.

4.5 Privacy Policy

It is the policy of the IHA to ensure the privacy of individuals conferred by the Privacy Act of 1974, and to ensure the protection of such individuals' records maintained under the IHA's Section 8 Program. This privacy policy in no way limits the IHA's ability to collect such information as it may need to determine eligibility, to implement the screening process, or to compute rent.

Applicants will be required to sign the Federal Privacy Act Statement and ***Authorization for Release of Information,*** in conjunction with the ***HUD 50058*** form which states under what conditions HUD will release tenant and owner information.

The IHA's policy regarding release of information is in accordance with these documents and individual family authorized verification forms which are not covered under the ***HUD Authorization for Release of In formation.***

4.6 Postings

The following information will be posted at the IHA's offices:

1. The Section 8 Administrative Plan
2. Notice of the status of the wait list (opened or closed)
3. Address of all IHA's offices, office hours, telephone numbers, TDD numbers and hours of operations
4. Income limits for admission to the Section 8 program
5. Informal review and informal hearing procedures
6. Fair Housing Poster
7. Equal Opportunity Poster
8. Missed Appointments Policy

Section 5
Eligibility and Intake

5.1 Eligibility for Participation in the Section 8 Voucher Program

There are seven eligibility requirements for admission to the Section 8 Voucher Program. These are:

1. Applicant must qualify as a family
2. Applicant must have income within the current income limits as published by HUD
3. Applicant must meet citizenship/eligible immigrant criteria
4. Applicant must provide social security numbers for all family members over the age of six or certify that they do not have a social security number.
5. Applicant must sign consent authorization for release of information
6. Applicant and all family members over the age of eighteen must pass a criminal background check
7. Applicant and all family members over the age of eighteen must meet the IHA's additional screening criteria

5.1.1 To Qualify as a Family

A *family* is defined as members of a household under one roof and consisting of approved household members as listed on the HAP contract or as subsequently approved by both the owner and the IHA. The IHA recognizes that a variety of relationships exist, which are not necessarily relationships of ancestry or marriage. A family may consist of a single individual, who may or may not meet the criteria below.

A family is eligible only if the head of the household is an adult. Specifically, the head of household will have reached the age of 18, previously been married, or had his/her minority status changed as the result of a court action.

Also:

1. Children temporarily absent from the home due to placement in foster care are considered family members
2. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit
3. An elderly family is a family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides
4. A displaced family, which is a family in which each member or the sole member is a person displaced by government action, or whose dwelling has

been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

5. A disabled family is a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides
6. A remaining member of a tenant family is one who continues to live in an assisted household after all other family members have left

5.1.2 Income within the current income limits as published by HUD

To be income eligible, the family must be either:

1. An “extremely low-income” (less than 30% of median income) family; or
2. A “very low-income'' (less than 50% of median income) family; or
3. A “low-income'' (less than 80% of median income) family in any of the following categories:
   a. A low-income family that is “continuously assisted'' under the 1937 Housing Act. A family is not considered “continuously assisted” if it has not participated in a program under the 1937 Housing Act for a period of 180 calendar days or longer.
   b. A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership), HOPE 2 (HOPE for Homeownership of Multifamily Units) or in a project subject to a homeownership program under 24 CFR 248.173.
   c. A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.101.

The IHA determines whether the family is income-eligible by comparing the family's annual income (gross income) with the HUD-established income limits for the area. The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the HA’s jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family shall only use the voucher to rent a unit in an area where the family is income eligible for admission to the program.

5.1.3 Applicant will meet citizenship/eligible immigrant criteria (24 CFR 5 Subpart E)

Section 214 of the Housing and Community Development Act of 1980 (HCD Act of 1980, 42 USC 1436a) prohibits the Secretary of HUD from making financial assistance available to persons other than United States citizens, nationals, or certain categories of eligible non-citizens either applying to or benefiting from specified HUD housing assistance programs.

5.1.3.1 Requirement

HUD regulations require non-citizens to provide evidence of eligible immigration status in the form of documents issued by the Immigration and Naturalization Service (INS); eligible immigration status is then verified by INS.

5.1.3.2 Applicability

This requirement is applicable to the public housing programs and to the Section 8 Housing Voucher Program. It is also applicable to non-U.S. citizens who reside in all other geographic areas where financial assistance under the U.S. Housing Act of 1937 is available.

Public and Indian housing agencies will treat citizens of the Freely Associated States residing in the United States, the Commonwealths of Northern Mariana Islands and Puerto Rico, and its territories and possessions as non-citizens ineligible to receive financial assistance under the United States Housing Act of 1937 unless they can meet one of the six qualifying exceptions set forth in subsection (a) of section 214 of the HCD Act of 1980.

5.1.3.3 Rights and Privileges of Non-citizens

It should be noted that citizens of the Freely Associated States have the same rights and privileges that are available to other non-citizen families which are composed of either eligible and non-eligible members or all non-eligible members. In particular, the following situations may be pertinent:

For a Participant in occupancy on June 19, 1995, AND:

1. the head or spouse is eligible and the family includes no non-eligible members other than head or spouse, or parents or children of the head or spouse, the family is eligible for Continued Assistance.
2. if a mixed family, other than in (1) above, the family is eligible for Temporary Deferral of Assistance or Prorated Assistance.
3. there are no eligible members, the family is eligible for Temporary Deferral of Assistance.

For a Participant in occupancy after June 19, 1995, AND:

1. if a mixed family, the family is eligible for Prorated Assistance.
2. there are no eligible members, the family is NOT eligible

for benefits. For an Applicant on or after June 19, 1995,

AND:

a. if a mixed family, the family is eligible for Prorated Assistance.

b. there are no eligible members, the family is NOT eligible for benefits. For a non-citizen student applicant or participant, AND:

c. living alone, the individual is not eligible for financial assistance.

d. living with accompanying immigrant spouse and/or children, the student is not eligible for financial assistance.

e. living with an accompanying eligible immigrant spouse or children, the family is eligible for Prorated Assistance (i.e., the same assistance available to mixed families).

5.1.4 Provide social security documentation for family members

All family members six (6) years or older will provide their Social Security numbers if they have been issued a number by the Social Security Administration or sign a certification that they have not been assigned one. If an individual is under 18 years of age, the certification will be executed by his/her parent or guardian. If a participant who has signed a certification form obtains a Social Security number, it shall be disclosed at the next reexamination.

5.1.5 Consent authorization for release of information

Applicants or residents will sign and submit a sufficient number of copies of ***Form HUD 9886, Authorization for the Release of Information/Privacy Act Notice*** and any to which mandates the Privacy Protection Act of 1974 expand the safeguards and verification requirements applicable to data that will be used in federal computer matching programs.

Form 9886 is a general authorization form and is not intended to replace specific forms used by the IHA to verify information about applicants and residents.

5.1.6 Applicant and all family members over the age of eighteen will pass a criminal records check

The IHA will perform a criminal background check on all applicants prior to participation in the program. In doing so, the IHA contacts local law enforcement agencies to complete the IHA Criminal Background Verification Form. In compliance with the 1998 Act, if any family member has a history of criminal activity, especially related to drugs or crimes of violence, he/she will not qualify for participation in the program.

5.1.7 Additional screening criteria

Applicant and all family members over the age of eighteen must meet the IHA's additional screening criteria.

All applications are pre-screened for initial eligibility. Initial screening will also be conducted in compliance with the Quality in Housing and Work Responsibility Act of 1998 (QHWRA), and shall include specifically:

1. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity. Drug-related Criminal Activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance**. Applicants who have been evicted from public housing, or Section 8 programs because of Drug-Related Criminal Activity will be placed on the wait list only after a three-year period (from the date of arrest) has expired.**

2. Documented eviction from public housing or Section 8 programs because of Drug-Related Criminal Activity are ineligible for admission to assisted programs for a three-year period beginning on the date of such eviction. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of Drug-Related Criminal Activity only after a three-year period (from the date of arrest) has expired.**

3. Documented record of arrest or conviction from any assisted or non-assisted housing for manufacturing or producing methamphetamine. **Persons arrested or convicted of manufacturing or producing methamphetamine are never allowed to participate in IHA's housing programs.**

4. Determination by the IHA that the applicant or member of the applicant's family is a registered sex offender. **Registered sex offenders are never allowed to participate in IHA's housing programs.**

5. Determination by the IHA that the applicant or member of the applicant's family owes back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late payment. A former IHA resident who applies while owing a balance consisting of uncollected rent and/or miscellaneous charges will not be considered for housing. In this case, the IHA makes no distinction between an outstanding balance carried as a current receivable and an outstanding balance which has been written off as a collection loss. **Applications shall not be accepted from applicants owing a balance until such time as the balance is paid in full.**

6. Determination by the IHA that the applicant or member of the applicant's family has been evicted from public housing or Section 8 programs for lease violations or violations of family obligations. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of lease violations or violations of family obligations only after a three-year period (from the date of occurrence) has expired.**

5.2 The Application Process

The process for applying for participation in IHA's Section 8 program is a 2 step process -

Step 1 - Prequalification Step 1 takes 3 actions:

Action 1 - Initial application and pre-screening

Action 2 - Application of De-concentration of Poverty and Income-Mixing

Action 3 - Application of Preference(s) and Placement on the Wait List(s)

Step 2 - Final Qualification and Selection Step 2 takes 4 actions:

Action 1 - Selection from Wait List and Application of De-concentration of Poverty and Income-Mixing

Action 2 - Full Application, Required Documentation and Interview

Action 3 - Determination of Eligibility and Family Share Calculation

Action 4 - Briefing and Issuing the Voucher

Step 1 - Prequalification

1. Initial application and pre-screening Acceptance of Initial Applications

a. Applications will be taken from all families interested in housing assistance as long as the wait list is open and IHA is accepting applications. Applications may be made in person at IHA's main office or other such location as specified in the public notice announcing the opening of the wait list.

b. The application will be dated and time-stamped when received by the IHA. Duplicate active applications will not be honored.

c. Eligible applicants may select to be placed on the Section 8 or Public Housing wait list or both if they wish.

d. Individuals with handicaps or disabilities which would prevent them from making application in person may call IHA's office to make special arrangements to complete their application.

e. The IHA may also take preliminary applications at designated outreach sites as it determines necessary to comply with special outreach efforts.

f. All applications will be pre-screened for the following criteria:

1. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity.

2. Documented eviction from any assisted or non-assisted housing for lease violations or violations of family obligations.

3. Determination of satisfactory criminal background checks for all family members over the age of 18.
4. Determination that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
5. Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Determination by IHA that the applicant or member of the applicant's family owes to the IHA back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late or nonpayment.
7. Ability to verify and/or certify that they are legal citizens or legal, eligible non-citizens of the United States of America.
8. Applicants that clear pre-screening shall be placed on the wait list.

9. Determination of satisfactory criminal background checks for all family members over the age of 18.
10. Determination that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
11. Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
12. Determination by IHA that the applicant or member of the applicant's family owes to the IHA back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late or nonpayment.
13. Ability to verify and/or certify that they are legal citizens or legal, eligible non-citizens of the United States of America.
14. Applicants that clear pre-screening shall be placed on the wait list.

2. Processing Initial Applications For Admission

a. An application will be completed and signed by the head of household, spouse, and other adult members. An adult member is defined as any person over 18 years of age intending to occupy the unit.

The information to be submitted and verified at this time is:

- The completed application form

- Criminal background check - IHA Open Verification (authorization to release criminal background information) and Form HUD 9886, Authorization for the Release of Information/Privacy Act Notice.
- Proof of citizenship/eligible non-citizen status.
- Certification of Past History for Subsidized Housing Programs
- Valid Government Issued Picture Identification

b. The IHA's Tenant Selection Preferences

The 1998 Act eliminates federal preferences for the Public and Indian Housing programs by amending Section 6 (c) (4) (A) of the U.S. Housing Act of 1937. Although the 1998 Act eliminates the Federal preferences, the Act continues to allow PHAs to establish their own system for making dwelling units available to families having certain characteristics. IHA has elected to apply the following local preferences:

1. *Involuntarily Displaced by Government Action (24 CFR 5.420)*

   Individuals or families displaced as a direct result of an action carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement, public improvement or development program may qualify for priority placement on the waiting list. However, the Executive Director shall have the discretion to determine whether the government action warrants such a preference on a case-by-case determination of the extent, cause, effect and consequence of the government action. If the Executive Director determines that the government action warrants a priority preference, said preference shall apply for all individuals or families affected by that particular government action provided they qualify in all other respects.

2. *Natural Disaster*

   Individuals or families displaced by a natural disaster, so declared by the President of the United States and/or the Governor of Indiana, shall receive preference. Priority will be given to individuals or families who had Section 8 housing choice vouchers at the time they were displaced by the natural disaster.

3. *Income Targeting Preference* - The IHA must meet the requirement under which seventy five percent (75%) of families admitted have incomes below thirty percent (30%) of median (i.e. “extremely low-income families”) and twenty five percent (25%) of families admitted have incomes that exceed thirty percent (30%) of median (i.e. “very low-income families”) following income targeting requirements over the course of each fiscal year to help accomplish the de-concentration and income-mixing objectives. The IHA shall continue selecting families in this manner until the 75%/25% target is met and skipping of a family on a wait list specifically to reach another family with a lower or higher income is permissible, provided that such skipping is uniformly applied.

   - 75 percent of families with incomes below 30 percent of median (‘‘extremely low-income families’’).

- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

c. Special Purpose Vouchers

The IHA has several types of special purpose housing vouchers. The special purpose vouchers shall only be used for the purposes specified below.

1. Homeless Veterans (VASH Program)
   The Veteran's Administration Supported Housing Program with the IHA provides permanent housing to the harder-to-serve homeless mentally ill veterans and those suffering from substance abuse disorders.

   The IHA has set aside 60 Section 8 housing choice vouchers specifically for homeless veterans meeting the above criteria. These vouchers are only available to veterans referred to the IHA by the appropriate service agencies. Once the 60 vouchers have been assigned, applicants under the VASH Program will be placed on regular Section 8 wait list in accordance with the Administrative Plan. No separate wait list for the VASH Program will be maintained.

2. Relocation Vouchers for Non-elderly Residents of Senior Only Designated Housing

   The Indianapolis Housing Agency (IHA) has elected to set aside a total of 40 vouchers for the relocation of non-elderly residents of buildings designated as seniors only.

   Vouchers will be offered to non-elderly residents under the following conditions:

   a. No Eviction or Lease Termination Due to Designation. Any tenant who is lawfully residing in a dwelling unit in a public housing project may not be evicted or otherwise required to vacate because of the seniors only designation.

   b. Voluntary Relocation Because of the Designation. Statutory Provision. The IHA shall provide the following to persons and families who agree to be relocated in connection with the seniors only designation:

   c. Notice of the designation and an explanation of available relocation benefits, including the opportunity to qualify for a housing choice voucher, as soon as is practicable for the person or family.

   d. Assistance in locating to comparable housing (including appropriate services and design features) at a rental rate paid by the tenant that is comparable to that applicable to the unit from which the person or family has vacated.

   e. Payment of actual, reasonable moving expenses.

3. Inapplicability of Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970. No tenant of a public housing project shall be considered to be displaced for purposes of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 because of the designation of any existing project or building or portion thereof.

4. Eligibility of Near-Elderly Families. If the IHA determines that there are insufficient numbers of elderly families to fill all the units in a project (or portion of a project) designated for occupancy by only elderly families, the IHA may provide that near-elderly families may occupy dwelling units in the project (or portion).

3. Use of Fair Share Housing Vouchers for Persons with Disabilities

The IHA has set aside 85 Fair Share vouchers for assisting persons with disabilities.

Utilization of Vouchers

To utilize these vouchers, the IHA will proceed as follows:

1. Identifying Persons with Disabilities Currently on the Wait List

The IHA will first select applicants currently on the wait list who qualify for assisted living facilities or meet the definition of disabled.

Housing for the Disabled

An elderly or disabled family is any family in which the head or spouse (or the sole member) is at least 62 years of age or a person with disabilities. Disability is the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, or combination of impairments, which can be expected to result in death or has lasted or can be expected to last for a continuous period of not fewer than twelve (12) months. To meet this definition, the applicant must have a severe impairment, which makes him/her unable to do his/her previous work or any other substantial gainful activity which exists in the national economy. To determine whether the client is able to do any other work, the client's residual functional capacity, age, education, and work experience is considered. The disability must be documented by the appropriate documenting agent.

2. Opening the Wait List

If there are not enough qualified applicants meeting the above definitions on the wait list, the IHA will open the wait list specifically for applicants meeting the above definition.

Types of Housing to be Assisted

The IHA will allow participating households to also use their housing choice voucher program assistance in a number of specialized housing types. Each of the special housing types described below is targeted to households with particular needs. The

program housing quality standards (HQS) generally apply to all units, but each special type of housing has additional unique HQS standards. The payment standard used for each special housing type, and any nonstandard requirements for determining the utility allowance, calculating the HAP payment, or determining the reasonableness of the rent, are included in the program descriptions.

1. Assisted Living Facilities

Assisted living facilities are sometimes called residential care facilities, adult care facilities, congregate care facilities, or group homes. Assisted living facilities are designed for residents who have the physical ability to live independently but need assistance with some activities of daily living, such as personal care, transportation, meals, laundry, medication, monitoring, security, and housekeeping. A person residing in an assisted living unit must not require continual medical or nursing care. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services, are not eligible properties under the housing choice voucher program.

All housing choice voucher program rules apply to assisted living facilities (e.g., housing quality standards, rent reasonableness).

Housing Assistance Payment:

The housing assistance payment is calculated the same way as the normal voucher subsidy calculation. The housing assistance payment is the lower of the gross rent (including the utility allowance for all tenant furnished utilities) minus the total tenant payment or the payment standard applicable to the family minus the total tenant payment.

The cost of meals or supportive services shall not be included in the rent to owner. These items must be paid for through other sources, e.g., resident fees or third party providers. Nonpayment of these fees for meals and services is not grounds for termination of housing choice voucher assistance or for eviction from the housing.

2. Single Room Occupancy Facilities

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant, but requires the occupant to share sanitary and/or food preparation facilities. There is no federal limitation on the number of SRO units in an SRO facility.

An SRO unit shall not be occupied by more than one person. Program regulations do not place any limit on the number of units in an SRO facility. An SRO facility must be designated as such by HUD.

HQS

Federal regulations for SRO units include special provisions for access and fire safety as follows:

Access: Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the

building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

Fire Safety: All SRO facilities must have a sprinkler system that protects major spaces. “Major spaces” are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law. In addition, sanitary facilities and space and security features must meet local code standards for SRO housing. In the absence of local code standards, the following requirements apply:

- Sanitary Facilities: At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

- Space and Security: An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

The housing quality standards applicable to lead-based paint do not apply.

Payment Standard and HAP Calculation for SRO Housing

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on the PHA’s payment standard schedule. The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP. The utility allowance for an SRO unit is 75 percent of the 0-bedroom utility allowance.

3. Congregate Housing

Congregate housing is intended for use by elderly persons or persons with disabilities. It contains a shared central kitchen and dining area and a private living area for the individual household of at least a living room, bedroom and bathroom. Food service for residents must be provided.

Occupancy

Elderly persons or persons with disabilities may live in congregate facilities. With IHA approval a live-in aide may live in the congregate unit with a person with disabilities or an elderly person. The PHA must approve a live-in aide if needed as a reasonable

accommodation so that the program is readily accessible to and usable by persons with disabilities.

HQS

Housing quality standards for the housing choice voucher program apply to congregate housing, with the exception of the following alternate requirements:

Food Preparation and Refuse Disposal Congregate housing requires:

- A refrigerator of appropriate size in the private living area of each resident;
- Central kitchen and dining facilities located within the premises and accessible to the residents; and
- Food service for the residents that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

Factors in Determining Income

Elderly or Disabled Household Allowance

An elderly or disabled family is any family in which the head or spouse (or the sole member) is at least 62 years of age or a person with disabilities. Each elderly or disabled family receives a $400 household allowance. Because this is a “household allowance” each household receives only one allowance, even if both the head and the spouse are elderly.

Allowance for Medical Expenses

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 or disabled (elderly or disabled households). If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted (e.g., the orthodontist expenses for a child’s braces may be deducted if the household is an elderly or disabled household).

Medical expenses are expenses anticipated to be incurred during the 12 months following certification or reexamination which are not covered by an outside source such as insurance. The medical allowance is not intended to give a family an allowance equal to last year’s expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Not all elderly or disabled applicants or participants are aware that their expenses for medical care are included in the calculation of adjusted income for elderly or disabled households. For that reason, it is important for PHA staff to probe for information on allowable medical expenses. These may include:

- Services of doctors and health care professionals.
- Services of health care facilities.

- Medical insurance premiums.
- Prescription/non-prescription medicines (prescribed by a physician).
- Transportation to treatment (cab fare, bus fare, mileage).
- Dental expenses, eyeglasses, hearing aids, batteries.
- Live-in or periodic medical assistance.
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming 12 months.

If a family has medical expenses and no disability assistance expenses, the allowable medical expense is that portion of total medical expenses that exceeds three percent of annual income.

Allowance for Disability Assistance Expense

Families are entitled to a deduction for unreimbursed expenses to cover care attendants and auxiliary apparatus for any family member who is a person with disabilities, to the extent these expenses are necessary to enable a family member (including the member who is a person with disabilities) 18 years of age or older to be employed.

This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds three percent (3%) of gross annual family income. However, the allowance may not exceed the earned income received by the family member who is 18 years of age or older who is able to work because of such attendant care or auxiliary apparatus. Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work.

Special Calculation for Households Eligible for Disability Assistance and Medical Expenses

If an elderly family or disabled family has both medical expenses and disability assistance expenses, a special calculation is required to insure that the family's three-percent share of these expenses is applied only one time. Because the allowance for disability assistance expenses is limited by the amount earned by the person freed for work, the disability allowance must be calculated before the medical allowance is calculated.

When the family has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses is computed as described above. In such an instance, the allowance for medical expenses will be equal to the family's total medical expenses.

When a family has disability assistance expenses that are less than three percent of annual income, the family will receive no allowance for disability assistance expense.

However, the allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds three percent of annual income.

If the disability assistance expense exceeds the amount earned by the person who was freed for work, the allowance for disability assistance will be capped at the amount earned by that individual. When the household is also eligible for a medical expense allowance, however, the three percent may have been exhausted in the first calculation and it then will not be applied to medical expenses.

Self-sufficiency incentives for persons with disabilities-- Disallowance of increase in annual income (24 CFR 5.617)

The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

Definitions - The following definitions apply for purposes of this section.

Disallowance.

Exclusion from annual income.

Previously unemployed

Includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family

A family residing in housing assisted under one of the programs listed above or receiving tenant-based rental assistance under one of the programs listed above.

Disallowance of increase in annual income:

(1) Initial twelve-month exclusion.

During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in.

During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the

responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four-year disallowance.

The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (1) and a maximum of twelve months for disallowance under paragraph (2), during the 48-month period starting from the initial exclusion under paragraph (1) of this section.

Inapplicability to admission.

The disallowance of increases in income as a result of employment of persons with disabilities under this section **does not apply for purposes of admission to the program** (including the determination of income eligibility or any income targeting that may be applicable).

d. Portability (24CFR 982.353 (c)(1), 982.355, PIH Notice 2004-12)

In the case of non-resident applicants, where neither the applicant nor the spouse of the applicant had a "domicile" (legal residence) in IHA's jurisdiction when application was made, the following will apply:

- The family may lease a unit anywhere in the jurisdiction of IHA
- The family will not have the right to portability (during the initial 12 months following the issuance of the voucher)
- Exceptions may be made for families receiving vouchers due to HUD special admissions

-OUTGOING-

***Families must*:**

- Submit Request to Port Form
- Not move to area with higher costs unless receiving agency will absorb
- Must provide signed 30-day notice from current landlord
- Must provide portability information sheet
- Must provide forwarding address
- Must attend briefing prior to transfer of paperwork
- Must contact receiving agency within 10 days of transfer of paperwork
- Submit all required forms as stated above
- Sign voucher

IHA must:

- Determine if family is eligible to move and to be issued a voucher in accordance to Admin Plan, "Issuing and Denying Vouchers"
- Inform client of Port Procedures and limitations
- Determine if family is in good standing
- Schedule client for a briefing
- Contact the receiving agency
- Determine payment standards for their area
- Inform receiving agency that we will not pay if area costs are higher
- Inform receiving agency of when paperwork will be sent
- Be sure Hud-52265 and all relevant paperwork and forms transferred to Receiving Agency (by fax and mail)
- Cancel current contract as indicated on 30-day notice
- If outgoing receiving agency must provide billing notification within 60 days of expiration of our voucher

-INCOMING-

IHA must:

- Upon receipt of Hud-52265, schedule briefing within 2 weeks (no exceptions)
- Issue Voucher and Request for Tenancy Approval
- Note: *for applicants only-determine income eligibility prior to issuing voucher
- Follow new move process
- Withdraw voucher if voucher expires and notify Initial Agency via HUD form 52265

Notification Deadlines

- Notify Initial Agency within 10-days of contract execution of intent to bill or absorb, by sending Part 2 of Hud-52265
- If billing initial payment must be forwarded within 30 days of sending the Part 2 Hud-52265
- Initial Agency must receive bill by the 5th working day of each month
- Any changes in billing must be provided to Initial Agency within 10 working days of the effective date of change
- If denying family, family must be giving the opportunity to grieve the denial
- If outgoing receiving agency must provide billing notification within 60 days of expiration of our voucher
- Notification of termination or absorption must be received and/or submitted within 10 days of action

IHA shall have the right to modify any provision of the Portability Procedure not governed by statue or regulation for good cause or to comply with changes in HUD regulation or directives.

e. Verification Requirements Applicable to all Admissions

1. Verification of disability

For purposes of determining eligibility based upon disability status, a person is disabled if the person has a disability as defined in Section 223 of the Social Security Act or Section 102 (b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

Receipt of SSI or Social Security Disability payments is **not** a sufficient demonstration that an applicant is disabled. A qualified IHA staff member will confirm whether or not the applicant meets the above definition. NOTE: Employment is not an indication of whether or not a person has a disability.

2. Verification of zero income

   As a practical matter, a family will have income from a source or another party that is paying for their living expenses on their behalf. Rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis will be counted as income. **Participants that claim zero income will be recertified every sixty (60) days. See "zero income policy".**

3. Verification of income from self-employment.

   Verification of income from self-employment will be based on a 12-month period that is appropriately measured by the family's federal and state income tax returns. Self-employed individuals are required to file quarterly income tax returns regardless of how much they earn. Tax returns are one acceptable method of verification, another being resident certification.

   If the self-employment is of a seasonal nature, the IHA may request a family's income tax returns for a 12-month period.

4. Verification of drug or alcohol rehabilitation

   In accordance with the Housing Opportunity Programs Extension Act of 1996, the IHA may require any family member who has engaged in drug related activity within 3 years from the date of application or has a pattern of alcohol abuse (in a way that interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents), to submit evidence of participation in or successful completions of a supervised treatment program as a condition of being allowed to participate in the Section 8 program.

5. Criminal Background Check

   a. The IHA requires a criminal background check on all applicant family members over the age of 18 as part of the eligibility verification at the time of selection from the wait list.

   b. Participant families that transfer into the IHA's program without a certification in the file stating the date that a criminal background check was completed by the issuing housing agency are subject to this requirement.

c. It is not necessary for the IHA to run a criminal background check on families that are transferring in from a HA that certifies that it requires a satisfactory criminal background check as a condition of admittance to its Section 8 Program.

d. Any participant family accepted onto the program prior to the IHA requiring a satisfactory criminal background check as a condition of eligibility will have a criminal background check run at its next annual reexamination.

e. Each family member who reaches the age of 18 years will consent to a criminal background check at the family's next annual reexamination. Any new family member age 18 years and older must consent to a criminal background check prior to IHA approval for the new member to reside in the assisted unit. The IHA may conduct a criminal background check on any or all family members over the age of 18 during annual or interim recertifications.

f. The IHA will act only on information relative to violent or drug related criminal acts that occurred within the three years prior to its receipt of an unsatisfactory criminal background check with the following exception: Persons convicted of methamphetamine production, sex offenses or other acts of violence shall be terminated or denied assistance regardless of the length of time that has elapsed since the crime was committed.

g. A family member's refusal to give signed consent for the criminal background check is cause for denial or termination of assistance. If the head of household refuses to sign the consent form, the entire family will be denied assistance or terminated from the program. If a member other than the head of household refuses, the remainder of the family may be assisted provided that the head agrees that such member will not reside in the assisted household.

h. Unless the criminal background check is used to deny, condition or terminate assistance, it will be destroyed by the IHA. In the event the background check must be used in an informal review, informal hearing or litigation, the background check will be destroyed at the conclusion of such proceedings, including any appeals. It is illegal to keep unused reports on file. Criminal background checks used to deny, condition or terminate assistance will be kept under lock with extremely limited access to staff responsible for eligibility verification.

3. Pre-screening of all applicants

All applications are pre-screened for initial eligibility. Initial screening will also be conducted in compliance with the QHWRA and shall include specifically:

a. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity. Drug-related Criminal Activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of Drug-Related Criminal Activity only after a three-year**

period (from the date of arrest) has expired with the exceptions stated below.

b. Documented record of arrest or conviction for the manufacturing or producing methamphetamine. **Persons arrested or convicted of manufacturing or producing methamphetamine are never allowed to participate in the IHA housing programs.**

c. Documented eviction from public housing, or Section 8 programs because of Drug-Related Criminal Activity are ineligible admission to assisted programs for a three-year period beginning on the date of such eviction. **Applications will be accepted from applicants who have been evicted from public housing, or Section 8 programs because of Drug-Related Criminal Activity only after a three-year period (from the date of arrest) has expired.**

d. Determination by the IHA that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **The IHA shall deny admission to a household of any member under this definition until the applicant can provide evidence of successfully completing a supervised drug or alcohol rehabilitation program approved by the IHA.**

e. Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **The IHA shall deny admission to a household of any member under this definition until the applicant can provide evidence of successful participation or completion of a supervised drug or alcohol rehabilitation program approved by the IHA.**

f. Determination by the IHA that the applicant or member of the applicant's family owes back rent or other charges, or has established a pattern of late payment. A former IHA resident (otherwise eligible) who applies owing a balance consisting of uncollected rent and/or miscellaneous charges will not be considered for housing. In this case, the IHA makes no distinction between an outstanding balance carried as a current receivable and an outstanding balance which has been written off as a collection loss. **Applications shall not be accepted from Applicants (otherwise eligible) who apply owing a balance until such time as the balance is paid in full.**

g. Where an applicant cannot verify that he/she is a legal citizen or legal, eligible non-citizen of the United States of America. Each adult member of the household (18 years or older) has to sign a Declaration of U.S. Citizenship form. Adults responsible for children (minor under the age of 18 years) who will reside in their units will also sign a Declaration of U.S. Citizenship form for each child. **Only legal citizens and legal, eligible non-citizens shall be accepted for occupancy.**

h. Determination by the IHA that the applicant or member of the applicant's family has been evicted from public housing or Section 8 programs for lease violations or violations of family obligations. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of lease violations or violations of family obligations only after a three-year period (from the date of arrest) has expired.**

i. Determination by the IHA that the applicant or member of the applicant's family is a registered sex offender. **Registered sex offenders are never allowed to participate in IHA's housing programs.**

If it is determined by IHA that any one of the nine categories above apply to the applicant, further processing of the application shall not continue. IHA shall notify the applicant within fourteen (14) calendar days of such a determination.

The applicant shall have ten (10) calendar days to appeal the above determination by following IHA's informal review process defined later in Section 12 of this Administrative Plan.

Action 2 - De-concentration of Poverty and Income-Mixing

The IHA will make a concerted effort to de-concentrate and income-mix participation in its Section 8 Program to meet the following:

- 75 percent of families with incomes below 30 percent of median (''extremely low-income families'').
- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

When the Section 8 program's percentage of families meeting the 30 percent of median ("extremely low-income families") of HUD's current income limits falls below 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is less than 30 percent of median ("extremely low-income families") of HUD's current income limits and who meets all other admissions requirements. The IHA shall continue selecting families in this manner until the 75% target is met.

Likewise, should the Section 8 program's percentage of families meeting the 30 percent of median ("extremely low-income families") of HUD's current income limits exceed 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is more than 30 percent of median ("extremely low-income families") of HUD's current income limits. IHA shall continue selecting families in this manner until the 25% target is met.

To qualify for bonus points on the SEMAP, the IHA must complete a certification form and answer yes for one of the three criteria listed on HUD form 52648 (Addendum for Reporting Data for De-concentration Bonus Indicator). The IHA will use this form to track its de-concentration condition on an annual basis so it may be able to obtain the 5 bonus points.

Action 3 - Application of Preference(s) and Placement on the Wait List(s)

a. If the applicant clears the initial screening criteria, the IHA will proceed as follows:
   1. From the application and pre-screening defined above, a preliminary eligibility determination is made.
   2. If the family is determined to be preliminarily eligible, the applicant will be informed of the determination by mail within 21 calendar days of receipt of the application.
   3. Preliminarily eligible applicants are placed on the appropriate wait list according to date and time and any preference ranking when the applications are received.
   4. If an applicant is determined ineligible, the applicant shall be notified, in writing, within fourteen (14) calendar days of the date of the determination. The notice will state the reason for the determination and advise the applicant of the right to an informal review.
   5. An automated wait list report by bedroom size will be printed on the first day of each month which includes the following information on apparently eligible households who have an active Application number and a valid date and time the application was received.
   6. Each eligible applicant shall be placed on the Wait list and the files maintained in a manner so as to assure compliance with the selection of family provisions of this Administrative Plan.

b. Changes in Family Circumstances While on Wait list

   Applicants are responsible for informing the IHA, in writing, of changes in family circumstances (including income) and are responsible for responding to requests from the IHA to update application. Failure to provide information will result in the applicant being removed from the wait list.

c. Remaining on the Wait list

   Applicants are required to notify the IHA, in writing, every six (6) months, until selected, of their continued interest for assistance under the program; otherwise their names shall be removed from the wait list.

Step 2 - Final Qualification and Selection

Action 1 - Selection from pre-qualified applicants and Application of De-concentration of Poverty and Income-Mixing

See Step 1, Action 2 above and Section 6 of this Administrative Plan

Action 2 - Full Application, Interviews and Verification Process Submission

Requirement for Application

Once a voucher is available and determination of de-concentration as defined above is applied, the family is selected for participation in the Section 8 program, the following items will be verified according to the IHA's Verification Procedures to determine eligibility and qualification for final selection and admission:

1. Updated Application
2. Annual Income
3. Proof individuals are members of the family
4. Assets and Asset Income
5. Allowance Information
6. Social Security Numbers of all Family Members over the age of six
7. Additional information used in Applicant Screening.

Interview and Verification Process

As an applicant moves to the top of the wait list, the applicant will be given an appointment with the IHA for an interview to complete the application for participation. The applicant will be notified either in writing or by telephone no less than ten (10) calendar days in advance of the interview.

All information relative to income, eligibility and rent, net assets and criminal history shall be verified and all verified findings will be documented and recorded in the applicant file. Only verified information that is less than 60 calendar days old may be used for certification or recertification.

Such documentation may include reports of interview, checklist as completed as part of the interview, Housing Agency records, verification forms signed by a third party, computer printout provided by a third party, letters, and telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a synopsis of the information received.

Sources of information may include, but are not limited to, the applicant (by means of interview or home visits); criminal reports and the IHA records.

In the event of receipt of unfavorable information regarding the conduct of the applicant for compliance with the 1998 Act, IHA may elect to give consideration to the nature and extent of the applicant’s conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects in determining the eligibility of the applicant.

Action 3 - Determination of Eligibility and Family Share Calculation

Annual Income

The IHA has the responsibility for reexamination and verification.

1. The IHA will conduct a reexamination of family income and composition at least annually.

2. The IHA will obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income
- Other factors that affect the determination of adjusted income

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. Annual income is anticipated income for the 12-month period following the effective date of initial determination or recertification of income, exclusive of income that is temporary, non-recurring, or sporadic as defined later in this section 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, including compensation for overtime and other compensation for personal services as reported (such as commissions, fees, tips, and bonuses).

   NOTE: Income of minors (less than 18 years of age) is excluded from the definition of annual income. Also, for families with net family assets in excess of $5,000.00, the IHA uses the greater of either actual income derived from assets or a percentage of the value of such assets based on the current passbook savings rate determined by HUD. When net family assets are $5,000.00 or less, actual income from assets will be calculated.

2. The net income from the operation of a business or profession including the withdrawal of cash or assets. (For this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business. A straight-line depreciation of assets used in the business or profession may be deducted).

3. Interest, dividends, and net income of any kind from real or personal property. (For this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from real or personal property).

4. The full amount of periodic payments received from annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and dismissal wages.

6. All welfare assistance payments received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling.
8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces. Does NOT include pay for exposure to hostile fire.
9. Payments to the head of household for support of a minor, or payments nominally to a minor for his/her support but controlled for the minor's benefit by the head of household or a participant family member other than the head, who is responsible for the minor's support. This includes, but is not limited to, social security or child support.
10. Grant or scholarship funds for subsistence expenses.

Items Not Included in Annual Income (income exclusions)

Annual income does not include the following:

1. **Wages of Family Members Under 18, 24 CFR 5.609(c)(1):** Income from employment of children (including foster children) under the age of 18 years.
2. **Earnings Over $480 for Full-time Students Over 18, 24 CFR 5.609(c)(11):** Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).
3. **Refunds or Rebates of Property Tax on Home. 24 CFR 5.609(c)(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.
4. **Payments for Student Financial Assistance Paid Directly to the Student or Educational Institution, 24 CFR 5.609(c)(6):** The full amount of student financial assistance paid directly to the student or to the educational institution.
5. **Lump-Sum Additions to Family Wealth, 24 CFR 5.609(c)(3):** Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section).
6. **Lump-Sum Payments of Deferred Benefits, 24 CFR 5.609(c)(14):** Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
7. **Temporary, Non-Recurring, Sporadic Income, 24 CFR 5.609(c)(9):** Temporary, nonrecurring or sporadic income (including gifts).

8. **Amounts Received for Reimbursements of Medical Expenses of Any Family Member, 24 CFR 5.609(c)(4):** Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

9. **Live in aide income, 24 CFR 5.609(c)(5):** Income of a live-in aide, as defined in 24 CFR 5.403

10. **Adoption Assistance Payments in Excess of $480 Per Child, 24 CFR 5.609(c)(1 2).**

11. **Payments to Keep Developmentally Disabled Family Members at Home, 24 CFR 5.609(c)(16):** Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

12. **Payments Received for the Care of Foster Children or Adults, 24 CFR 5.609(c)(2):** Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

13. **Special Armed Forces Pay, 24 CFR 5.609(c)(7):** The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

14. **Foreign Government Reparation Payments, 24 CFR 5.609(c)(10):** Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

15. **Earnings and Benefits From Employment Training Programs Funded By HUD, 24 CFR 5.609(c)(8)(i).**

16. **Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs, 24 CFR 5.609(c)(8)(v):** Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member 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 the period during which the family member participates in the employment training program.

17. **Reimbursement for Out-Of-Pocket Expenses While Attending a Public Assisted Training Program, 24 CFR 5.609(c)(8)(iii):** Amounts received by a participant in other publicly assisted programs which are specifically for or in

reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

18. **Resident Service Stipend Not To Exceed $200 For Services to the PHA (if PHA Provides), 24 CFR 5.609(c)(8)(iv):** Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident shall receive more than one such stipend during the same period of time.

19. **Stipends to Reimburse Residents for Expenses of Serving as Members of the PHA Governing Board or Commission, 24 CFR 5.609(c)(8)(iv)(see above):** The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one member who is directly assisted by the PHA (42 U.S.C. 1437(b)). To support and facilitate implementation of this statutory requirement, HUD is clarifying that the resident service stipend exclusion covers amounts received by residents who serve on the PHA governing board. HUD is concerned that without this clarification, residents may be discouraged from participating.

HUD issued a notice in *58 Federal Register 41287, August 3, 1993,* to specify additional benefits excluded from income. The benefits excluded are listed below:

- The value of the allotment provided to an individual under the *Food Stamp Act*
- Payments to volunteers under the *Domestic Volunteer Services Act*
- Payments received under the *Alaska Native Claims Settlement Act*
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
- Payments or allowances under DHHS' Low-Income Home Energy Assistance Program (LIHEAP)
- Payments received under programs funded in whole or in part under the Partnership Act
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- The first $2,000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior

- Federal 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 program
- Payments received from programs funded under Title V of the *Older Americans Act of 1965*
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the *In re Agent Orange* product liability legislation.
- Payments received under *the Maine Indian Claims Settlement Act of 1980.*
- Child care arranged or provided under the *Child Care and Development Block Grant Act*
- Earned Income Tax Credit refund payment

In a supplementary Notice *66 Federal Register 4669, April 20, 2001,* HUD updated and remedied omissions of the exclusions published in 1993:

- Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
- The first $2000 of income received by an individual Indian derived from interests or trust or restricted land,
- Any allowance paid under provisions of *38 U.S.C. 1805* to a child of a Vietnam veteran, suffering from spina bifida.
- Any amount of crime victim compensation that the applicant (under the *Victims of Crime Act)* receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the *Victims of Crime Act* because of the commission of a crime against the applicant.

Anticipated Annual Income

If it is not feasible to anticipate a level of income over a 12-month period, the IHA may annualize *current* income, subject to re-determination at the end of the shorter period.

The following methods may be used to determine annualized income:

- Multiply hourly wages by the number of hours worked per year (2080 hours for full-time employment with a 40 hour work week and no overtime)
- Multiply weekly wages by 52
- Multiply bi-weekly wages (every other week) by 26

- Multiply semi-monthly wages (twice per month) by 24
- Multiply monthly wages by 12

Adjusted Income

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

For All Families

1. Child Care Expenses - A deduction of reasonable amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed.

   Participants will be entitled to deduction only when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be non-reimbursable 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 the IHA when the expense is incurred to permit education.

2. An exemption of $480 for each member of the family residing in the household (other than the head, or spouse, live-in aide, 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. Disability Expenses - a deduction of reasonable unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled family member(s), where such expenses are necessary to permit 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) free to work. The allowance for unreimbursed reasonable attendant care or auxiliary apparatus expenses may not exceed the employment income received from the family members (including the person with disabilities) who are 18 years of age or older and who are able to work as a result of the assistance to the person with disabilities.

   Equipment and auxiliary apparatus may include but is not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. For non-elderly families, elderly families and single person families, the amount of the deduction equals the cost of all reimbursed expenses for the disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned. For elderly families with medical expenses, the amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment 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 families only:

1. Medical Expense Deduction - A deduction of unreimbursed Medical Expenses over 3% of Annual Income, including insurance premiums, anticipated for the period for which Annual Income is computed.

   Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglass, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the IHA for the purpose of determining a deduction from income the expenses claimed must be verified. For elderly families without disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income. For elderly families with both disability and medical expenses: the amount of the deduction is calculated as described in paragraph 3 above.

2. Elderly Household Exemption - An exemption of $400 per household.

3. Self-sufficiency incentives for persons with disabilities-- Disallowance of increase in annual income (24 CFR 5.617)

   The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

Definitions - The following definitions apply for purposes of this section:

Disallowance.

Exclusion from annual income.

Previously unemployed

Includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family

A family residing in housing assisted under one of the programs listed above or receiving tenant-based rental assistance under one of the programs listed above.

Disallowance of increase in annual income:

(1) Initial twelve-month exclusion.

During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

(2) Second twelve month exclusion and phase-in.

During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four-year disallowance.

The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (1) and a maximum of twelve months for disallowance under paragraph (2), during the 48-month period starting from the initial exclusion under paragraph (1) of this section.

Inapplicability to admission.

The disallowance of increases in income as a result of employment of persons with disabilities under this section **does not apply for purposes of admission to the program** (including the determination of income eligibility or any income targeting that may be applicable).

Zero income

As a practical matter, a family will have income from a source or another party that is paying for their living expenses on their behalf. Rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis will be counted as income. The applicant must disclose all contributions.

Participants that claim zero income shall be re-certified every sixty (60) days. (See “zero income policy”.)

Minimum Rent

The IHA requires all Section 8 participants to pay a minimum rent of $50.00 per month, unless otherwise exempted in accordance with this Administrative Plan.

The Quality Housing and Work Responsibility Act of 1998 (QHWARA) includes a provision for the establishment of minimum rents to be paid by participants in the Section 8 Housing Choice Voucher Program. This provision permits housing authorities administering the program to set a minimum rent requirement between $0.00 and $50.00 per month.

Minimum Rent Hardship Policy

EXEMPTIONS FROM THE MINIMUM RENT REQUIREMENT:

To be considered for an exemption from the minimum rent requirement a tenant/participant household must demonstrate that it is experiencing a financial hardship due to an unexpected or unprecedented economic burden on the family. (The voluntary loss of income, or voluntary continued loss of income, does not necessarily qualify a family for the financial hardship exemption from minimum rent.)

Only the following situations shall qualify for the exemption:

- When the family has lost eligibility for, or is awaiting an eligibility determination from a federal, state or local assistance program, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits except for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- When the family would be evicted as a result of the imposition of the minimum rent requirement.
- When the family income has decreased due to changed circumstances, including involuntary loss of employment.
- When the family has an increase in expenses due to changed circumstances, such as medical costs, childcare, transportation, education, or similar items.
- When a death or severe illness has occurred in the assisted family household.

Requests for an exemption from the minimum rent **must be submitted in writing** to the Tempe Housing Services (IHA) office. This written request must be accompanied by the following:

1. A completed IHA Section 8 Application for Continued Occupancy, listing all household members, all current and anticipated household income, all household assets and their sources. (Must be a complete application with asset and income questionnaire, and open verification form signed by each household member 18years of age and over.)
2. A completed Zero Income Interview Guide and Checklist listing all the household members' current financial obligations and routine expenditures.
3. A certification statement that no member of the household has made a purchase or financial obligations of a non-essential nature, as outlined above, within the past 90 days.
4. A Non-Income Affidavit certification statement signed and notarized for each household over the age of 18 years.

If a family requests the hardship exemption, application of the minimum rent hardship will be suspended beginning the month following the family's written hardship request. During suspension,

the minimum rent will be included in the family's Total Tenant Payment (TTP) and the housing assistance payment will be increased accordingly.
IHA will determine if the hardship is temporary or long-term. This determination will be based on the information and documentation provided by the family.

MINIMUM RENT HARDSHIPS:

Temporary Hardship
If the hardship is determined to be temporary, the minimum rent will be suspended for a period of 90 days from the date of the family's request. Documentation substantiating the claim for a temporary hardship is required. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of the suspension and the family shall reimburse the amount of overpaid assistance, based on the minimum rent amount. IHA will offer a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period.

Long-term Hardship
If the hardship is determined to be long-term, that will extend beyond a 90-day period, documentation regarding the reasons to substantiate the long-term hardship will be required. A statement from either a medical provider or other documentation that IHA considers to be sufficient will be required. If IHA determines that there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Repayment of the minimum rent is not required as long as the family has complied with the Family Obligations of reporting information. At each annual reexamination, the family's eligibility for financial hardship exemption will be reviewed.

No Hardship
If the family has failed to provide documentation proving the hardship has occurred due the circumstances listed or IHA has determined that there is no qualifying hardship; the minimum rent will be reinstated. A repayment agreement will be executed for any money owed to IHA during the time of the suspension.
Hardship determinations are subject to IHA's informal hearing process and will be reviewed. If the IHA determines hardship does not exist, the family has the right to request an informal hearing on the decision.
The family is still required to abide by all other requirements of the Family Obligations, including but not limited to, reporting all changes of household composition and income within ten (10) calendar days from the date of occurrence. Failure to do so is grounds for termination of the Voucher.

Verifying Annual Income

1. Projections of Annual Income shall be based on the best available information, with due consideration to past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family group.

2. The income of irregular workers will be estimated on the basis of the best information available, with due consideration to earning ability and work history.

3. Overtime will be computed in accordance with verification obtained from the employer, in the absence of more reliable or accurate information.

4. Income is the most important factor in determining a family's eligibility and rent. The IHA has established methods of verifying income which include:
   - Third-party verification through an employer or public agency.
   - The IHA review of documentation provided by the family such as:
     - (1) Benefit checks
     - (2) Income tax returns
     - (3) W-2 forms
   - In the absence of any of the above, notarized affidavits from the family describing the amount and type of income are acceptable documentation.

Family Share Decreases

There will be adjustments in rent between admission and first recertification or between scheduled recertifications only when the Participant can show a change in his/her circumstances (such as decline in income or change in family composition) that would result in the Participant paying a lower family share, decreases will be made effective the first of the month following the month in which the change was reported. The family may, at its option, request an interim examination based on income reduction; such request must be made within ten (10) calendar days of the change; otherwise all changes must be reported at the next scheduled recertification.

1. Verification of the circumstances in such cases will be documented and approved by the Executive Director or designee before any such action is taken.

2. Any Participant who has been granted a reduction because of income instability in rent under this provision shall be required to report monthly on his/her situation until the circumstances cease or until time for his/her regularly scheduled recertification, whichever occurs first.

Family Share Increases

A fully documented record of the circumstances of the income increase and determination of the increased rent shall be included in the Participant's folder. Increases will be made effective the first day of the second month following the month in which the change was reported. The family must report all income increases at the next scheduled recertification. Participants who have increased income and fail to comply with this requirement will have their assistance terminated.

Changes in Family Composition

1. All changes in family composition must be reported to the IHA within ten (10) calendar days of occurrence.
2. The IHA will determine if the change in family composition will affect the family for the size unit it is currently occupying.
3. With the written consent of the IHA, a foster child or a live-in aide may reside in the unit if the addition does not disqualify the family for the size unit it is currently occupying; or in the case of a live-in aide the addition is necessary to provide reasonable accommodations to the handicapped. The IHA is not required to consider more than one person to accommodate a participant's request for a live-in aide (i.e: husband and wife or several family members), although each request will be evaluated on case-by-case basis. Participants who fail to comply with this requirement will have their assistance terminated.

Attempted Fraud

Any information provided by the applicant that verification proves to be untrue shall be used to disqualify the applicant for admission and continued participation on the basis of attempted fraud. The IHA considers false information about the following to be grounds for rejecting an applicant:

- Income, assets, family composition
- Social Security numbers
- Allowances (i.e. child care expenses, medical expenses)
- Previous occupancy or criminal history
- Citizenship status

Unwitting errors that do not secure an advantage with regard to program eligibility or rent will not be used as a basis for applicant rejection.

Action 4 - Briefing and Issuing the Voucher

See Section 7 and Section 9 of this Administrative Plan.

Section 6

Wait List Administration

It is IHA's policy to administer its wait list as required by HUD regulations (24 CFR 982.204).

The family must designate a head of household. The head of household is the adult member of the household who is responsible for conducting the family's business with the Indianapolis Housing Agency and has the legal capacity to enter into a lease under Indiana law. Minors who have been emancipated by a recognized court of law may be recognized as head of household.

6.1 SPECIAL FUNDING (24 CFR 982.54 (d) (3))

Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families

SPECIAL RULES

The Indianapolis Housing Agency administers all programs in accordance with HUD requirements. Special admission applicants will be admitted outside of the regular waiting list process. Applicants do not have to qualify for any preferences, nor are they required to be on the wait list. The Indianapolis Housing Agency maintains separate records of these admissions.

6.2 Organization of the Wait List

The applicant shall be placed on the wait list in sequence based upon assigned lottery number and if an applicant qualifies for a verified preference, by date of application and the date and time the application is received. Verified preferences will

6.2.1 PREFERENCES

The Indianapolis Housing Agency preference system is used to establish the order of placement on the waiting list, not to guarantee admission. Preferences willbe granted to applicants who are otherwise qualified and who, at the time they are certified for admission, meet definitions of the preference(s) described below:

1. <u>National and/or State Disaster Affected Families</u>
   Individuals or families displaced by a natural disaster, so declared by the President of the United States and/or the Governor of Indiana, shall receive preference. Priority will be given to individuals or families who had Section 8 housing choice vouchers at the time they were displaced by the natural disaster.

2. <u>Involuntary Displacement by Government Action</u>
   Individuals or families displaced as a direct result of an action carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement, public improvement or development program may qualify for priority placement on the waiting list. However, the

Executive Director shall have the discretion to determine whether the government action warrants such a preference on a case-by-case determination of the extent, cause, effect and consequence of the government action. If the Executive Director determines that the government action warrants a priority preference, said preference shall apply for all individuals or families affected by that particular government action provided they qualify in all other respects.

Persons who meet these preference criterions may apply for Section 8 housing choice voucher assistance at any time.

6.3 Selection of Applicants from the Wait List

6.3.1 SELECTION FROM TENANT BASED WAIT LIST

Applicant families will be selected from the wait list in sequence as determined by verified preferences and/or lottery selection. Applicants with verified preferences may be moved to the top of the wait list ahead of lottery selections.

6.3.2 De-concentration

The IHA will make a concerted effort to de-concentrate participation in its Section 8 Program to meet the following:

- 75 percent of families with incomes below 30 percent of median (‘‘extremely low-income families’’).
- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

The 1998 Act allows a Housing Authority to offer incentives to eligible families that would help accomplish the de-concentration and income-mixing objectives. In addition, skipping of a family on a wait list specifically to reach another family with a lower or higher income is permissible, provided that such skipping is uniformly applied.

Therefore, when the Section 8 program's percentage of families meeting the 30 percent of median (“very low-income families”) of HUD’s current income limits falls below 75% of the total vouchers issued, the IHA shall select the next eligible family from the wait list whose income is less than 30 percent of median (“extremely low-income families”) of HUD’s current income limits and who meets all other admissions requirements. The IHA shall continue selecting families in this manner until the 75% target is met.

Likewise, should the Section 8 program’s percentage of families meeting the 30 percent of median (“very low-income families”) of HUD’s current

income limits exceed 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is more than 30 percent of median ("very low-income families") of HUD's current income limits. IHA shall continue selecting families in this manner until the 25% target is met.

6.3.3 Notification

Applicants will be notified by mail once they reach to top of the wait list and are selected from the waitlist. The notification will inform what qualifications must be met to receive a voucher and what documents will be needed to from the applicant household at the initial appointment.

6.4 Admissions

Vouchers will be issued to families as the applicant file is completed, meaning all required verifications and documents are present in the file to make the determination of eligibility. This may mean that applicants are not necessarily issued vouchers in the order selected from the waiting list.

6.5 Opening and Closing Wait Lists

The Indianapolis Housing Agency announces the reopening of the tenant-based wait list in accordance with HUD requirements. Announcements are advertised through public notice in newspapers of general circulation, minority publications (as appropriate) and media entities and shall comply with Fair Housing requirements. The notice contains a brief description the dates, times and locations where families may apply, as well as any limitations on who may apply (24 CFR 982.206). The waiting list will remain open long enough to achieve a waiting list adequate to cover projected turnover and new allocations

The public notice that announces the reopening of the tenant based wait list will include the length of time that applications will be accepted. Applications will be accepted up to the close of business on the date announced in the public notice. For the purpose of this administrative plan, applications that are post marked on or before the closing date will be accepted. At no time will an application that is submitted by U.S. Mail be accepted later than 10 calendar days after the closing date of the waiting list. The Indianapolis Housing Agency does not accept any liability or responsibility for applications that are lost and/or misdirected by the U.S. Post Office.

If the IHA has sufficient applications to fill anticipated vacancies for the coming 12 months, it may elect to:

1. Close the wait list completely;
2. Close the list during certain times of the year; or

3. By size and type of dwelling unit.

Decisions about the wait list will be based on the number of applications available for a particular voucher. Closing the wait lists, restricting intake, or opening the wait list will be publicly announced.

During the period when the wait list is closed, the IHA will not maintain a list of individuals who wish to be notified when the wait list is reopened.

6.6 Removal of Applicants from the Wait List

6.6.1 Applicants' names may be removed from the wait list either by being withdrawn or rejected.

- The IHA will make two attempts to reach applicants mail. All attempts will be documented in the applicant's file.
- Applicants' names may be withdrawn either at their request or because the IHA is unable to contact them. No informal hearing is required following withdrawal, although the IHA will maintain files of withdrawn applicants for three years or until the next HUD occupancy audit.
- Applicants whose applications are rejected are entitled to an informal review, if requested within ten (10) calendar days of the notification of rejection. The files of rejected applicants will be held for three years or until the next HUD occupancy audit.

6.6.2 The IHA will remove an applicant's name from the wait list under the following circumstances:

1. Self-removal - The applicant requests removal.
2. Purge - The applicant fails to respond within the required time to the IHA Continued Interest Letter, which requests information and verifies continued interest to remain on the wait list. This request will occur at least once annually.
3. No Response to Scheduled Interview Contact Attempts - The IHA has made two attempts via mail to contact the applicant to schedule interviews necessary to complete the application process.
4. Failure to Reply - The applicant fails to keep a scheduled interview or fails to respond within a timely manner to the IHA requests for information that is necessary to process the application. In this case, the IHA will remove the applicant from the wait list. The applicant shall be notified in writing that he/she has ten (10) calendar days to request an informal review to appeal the removal.

The IHA will consider and document mitigating circumstances such as health problems in determining if the application should be withdrawn.

6.7 Denial of Assistance to Applicants

The IHA may deny assistance to an applicant by:

- Denying listing on the wait list;
- Refusing to issue a voucher;
- Withdrawing a voucher;
- Refusing to enter into a HAP contract or approve a unit; or
- Refusing to process or provide assistance under portability procedures; for example, refuse to issue a voucher to allow a move to a different unit.

When assistance is denied the family will be notified in writing of the reason and offered an informal review (unless the voucher is withdrawn due to expiration of the voucher, in this case no informal review will be granted). The denial letter will contain the procedure and timelines for requesting an informal review.

HUD requires the IHA to deny assistance if any family member refuses to sign or submit the required consent forms in accordance with HUD regulation (24 CFR 5.230).

The Housing Opportunity Program Extension Act of 1996, signed into law on March 28, 1996 requires that persons evicted from Public Housing, Indian Housing, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of arrest.

6.8 Grounds for denial of assistance

There are circumstances where an applicant's past performance in a housing program will disqualify the family for admission to the IHA's Section 8 programs.

The IHA must deny assistance for the following reasons:

- The applicant does not meet eligibility requirements.
- Any adult family member refuses to sign or submit required consent forms.
- Any family member has been convicted of manufacturing or producing methamphetamine.
- Any family member is a registered sex offender.

The IHA has discretion to consider mitigating factors presented by the family when deciding whether or not to deny assistance.

In the absence of mitigating circumstances, the IHA will deny assistance to an applicant for the additional following reasons:

1. If the family violates any Family Obligations as listed in 24 CFR 982.551, the lease and/or lease addendum, or this Administrative Plan.

2. If any family member has been evicted from public housing within the last 3 years.

3. If any housing agency has ever properly terminated assistance under the Section 8 program for any family member.

4. If any family member has committed drug related or violent criminal activity within the last 5 years.

5. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, e.g., withholding information about income during a required reexamination, or misrepresenting the family's income in a previous federal or state-assisted tenancy.

6. If the family currently owes rent or other amounts to the IHA or to another housing agency in connection with Section 8 or public housing assistance and has not made a good faith effort to meet the terms of their promissory note or existing repayment agreement. *No repayment agreement will be executed at the time the applicant is pulled from the waiting list. If the applicant owes a debt to the IHA the debt must be satisfied in full within 30 days of receiving notification of the debt.

7. If the family has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

8. If the family has engaged in threatening, abusive or violent behavior toward IHA personnel.

9. If any household member has been evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity within three years of the date of admission.

10. If the IHA determines that there is reasonable cause to believe that any household member abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the last 5 years.

11. If the IHA determines that there is reasonable cause to believe that any household member's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful

enjoyment of the premises by other residents. For the purpose of this administrative plan, the Indianapolis Housing Agency will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years.

12. If any family member has been evicted from public housing within the last 3 years.
13. If any housing agency has ever properly terminated assistance under the Section 8 program for any family member.
14. If any family member has committed drug related or violent criminal activity within the last 5 years.
15. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, e.g., withholding information about income during a required reexamination, or misrepresenting the family's income in a previous federal or state-assisted tenancy.
16. If the family currently owes rent or other amounts to the IHA or to another housing agency in connection with Section 8 or public housing assistance and has not made a good faith effort to meet the terms of their promissory note or existing repayment agreement. *No repayment agreement will be executed at the time the applicant is pulled from the waiting list. If the applicant owes a debt to the IHA the debt must be satisfied in full within 30 days of receiving notification of the debt.
17. If the family has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
18. If the family has engaged in threatening, abusive or violent behavior toward IHA personnel.
19. If any household member has been evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity within three years of the date of admission.
20. If the IHA determines that there is reasonable cause to believe that any household member abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the last 5 years.
21. If the IHA determines that there is reasonable cause to believe that any household member's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. For the purpose of this

administrative plan, the Indianapolis Housing Agency will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years.

6.9 Missed Appointments

All applicants who fail to keep a scheduled appointment with the IHA will be sent a notice of denial. The IHA will consider mitigating circumstances for good cause and reschedule the appointment. No more than one (1) missed appointment will be rescheduled.

Applicants may request to reschedule an appointment PRIOR to the scheduled time. Twenty-four hours notice is required.

Section 7 Applicant Briefing

7.1 Briefing

The first time a family is issued a voucher, the IHA will conduct a detailed briefing session to explain the program to the family. Typically, the briefing will be a group session held at the IHA office. If the family cannot attend a briefing because of illness or disability, the IHA may conduct individual briefing sessions at a location convenient to the family; or, the family may send a proxy to the briefing. The family will sign a release form authorizing the proxy to attend the briefing on its behalf. All forms distributed at the briefing that require a signature, will be signed by the family, not the proxy, and returned to the IHA.

Topics to be discussed at the briefing will include:

- A description of the housing choice voucher program and how it works.
- Discrimination and fair housing issues.
- Family and owner responsibilities.
- Where the family may lease a unit, both within and outside of the IHA jurisdiction.
- What agency may administer the voucher out of the jurisdiction of the IHA.
- For families that live in high poverty areas, an explanation of the advantages of moving to an area that does not have a high concentration of poor families.
- The possible impact of a criminal background check on an applicant's ability to transfer to another housing agency jurisdiction.
- Restrictions on moving with continued assistance if money is owed.
- Explanation of exception rents and their appropriate use as mechanisms to enable the family to further their housing opportunities.
- How HQS works and common reasons units fail HQS.

At the briefing, the family will be provided with an information packet that contains the following:

- Term of the voucher
- Policy and Procedure for requesting an extension to the voucher term, including extension request documentation requirements.
- How the housing assistance payment is computed, including definitions of *Total Tenant Payment, Maximum Initial Rent Burden, Maximum Subsidy*

- Information of the payment standard, including exception payment standards and the utility allowance schedule
- Explanation of rent reasonableness
- Explanation of portability
- HUD tenancy addendum
- Form for requesting tenancy approval and the procedure for requesting tenancy approval
- The IHA policy on providing information to prospective owners
- IHA subsidy standards including any exceptions
- HUD brochure on selecting a unit
- Information on all applicable equal opportunity laws and a copy of form HUD-903, Housing Discrimination Complaint form
- Information on where to find a list of entities that have units for rent or can offer tenants assistance in finding a unit
- A notice stating that a family containing a person with disabilities may request a list of potentially available accessible units and that the family may request an exception payment standard as reasonable accommodation and request assistance in locating a unit.
- Family obligations under the program, including when the family is required to notify the IHA of any income changes.
- Grounds under which assistance may be terminated
- Process for requesting an informal hearing
- A map of the IHA's jurisdiction various

Section 8
Subsidy Standards

Subsidy standards are standards established by a HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

8.1 Subsidy standards determine the family unit size

The family unit size is the number of bedrooms needed for families of different sizes and compositions, and is used to determine the maximum rent subsidy for the family.

Subsidy Size	Minimum number of persons	Maximum number of persons*	Minimum number of bedrooms[1]
1	1	2 (4)	0
2	2	4 (6)	1
3	3	6 (8)	2
4	4	8 (10)	3
5	5	10 (12)	4
6	6	12 (14)	5

[1] Min.#of bedrooms may include other rooms that could be used for sleeping.
* If a living room is used as a living room & sleeping area, then the maximum number of persons increases by 2 except for SRO and 0 bedroom.

Subsidy standards are standards established by the Indianapolis Housing Agency to determine the appropriate number of bedrooms and the amount of subsidy for families of different sizes and compositions. The Indianapolis Housing Agency does not determine who shares bedrooms/sleeping rooms.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

Subsidy standards must:

- Provide for the smallest number of bedrooms needed to house a family without overcrowding
- Be applied consistently to all families of like size and composition
- Be consistent with space requirements under the housing quality standards 24 CFR 982.401(d)

The family unit size is the number of bedrooms needed for families of different sizes and compositions, and is used to determine the maximum rent subsidy for the family.

It is the general policy of the Indianapolis Housing Agency to assign one bedroom on the voucher for each two family members, with the exception of the head of household. Exceptional factors such as age and medical may be considered when assigning the number of bedrooms on the voucher.

Additional exceptions include:

- A child who is temporarily away from home because of placement in foster care will be given consideration
- Foster children will be considered in determining unit size only if verification is provided stating the children will be in the unit for more than 12 months
- Live-in attendants, who reside with the assisted family, will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- A single pregnant woman with no other family members will be allocated a two-bedroom voucher.
- A single person household will be allocated a one-bedroom voucher.

The family may request an exception to the subsidy standards on the basis of health, handicap, and age (elderly). Such request must be made in writing within 10 days of the issuance of the voucher. The request must explain the need or justification for a different bedroom size designation. Documentation verifying the need or justification will be required. A knowledgeable medical professional must verify requests based upon health reasons. All requests are subject to the approval of the Indianapolis Housing Agency.

The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

8.2 Exceptions to subsidy standards

Exceptions to these standards may be granted by the IHA for documented reasons critical to the household's health or if justified by age, sex, health, handicap, relationship of family members, or other personal circumstances. Documentation will come from appropriate third party sources such as a doctor, psychiatrist, or psychologist. It is the responsibility of the applicant or participant to obtain such documentation. For a single person other than a disabled or elderly person or

remaining family member, such HA exception shall not override the requirement of providing a zero or one-bedroom unit to a single person.

8.3 Application of subsidy standards to determine maximum rent subsidy

A family may lease a unit with more or fewer bedrooms than indicated on the subsidy. The family may choose to use a living room, or other general living area, as a bedroom. This is allowable provided the applicable HQS space requirements are met, i.e., there is enough square footage in the living/sleeping area for the number of persons who will use such space for sleeping, and there is adequate light and ventilation.

8.4 Adjustments in family unit size due to changes in family composition

8.4.1 Unit does not meet HQS

When the IHA determines that a unit does not meet HQS because of an increase in family size or a change in family composition, the family will be issued a larger subsidy size. The family will try to find an acceptable unit as soon as possible. If an acceptable unit is available, the IHA will notify both the family and the current owner and terminate the HAP contract with the current owner. The higher payment standards will not be applied until the family moves.

8.4.2 Family is under housed

If a family is entitled to a larger subsidy because of the application of these subsidy standards and the unit meets HQS, the larger subsidy is issued as follows:

If the family has been in the unit for a minimum of one year:

- When the IHA is notified by the family of this change and that it wishes to move, or
- At its next annual reexamination

If the family has been in the unit for less than one year, at its next annual reexamination.

The higher payment standards will not be applied until the family moves. In this instance, the family is not required to move. The family will be issued a larger subsidy at the time it exercises its right to move in accordance with its lease obligations.

8.4.3 Family is over-housed

When the IHA becomes aware that a voucher family is over housed, the IHA shall immediately issue a smaller voucher. The new lower payment standard will be applied when the family moves or at the annual reexamination if the family chooses to remain in place.

When the voucher is issued the IHA will recalculate the family's payment under the smaller voucher size and inform the family of its options. This will enable the family to determine if it can afford to remain in place.

8.4.4 Termination notice and effective date

When the HAP contract is terminated due to violation of HQS, the IHA shall notify the family and the owner of the termination. In the case of life-threatening HQS violations that are not corrected within 24 hours, the HAP is terminated immediately. Otherwise, the termination is effective at the end of the calendar month that follows the calendar month in which the IHA gives notice to the owner. For example, if the termination notice to the owner was delivered May 3rd, the termination

Section 9

Issuing and Leasing

9.1 Issuing

9.1.1 Initial Term

The initial term of the subsidy is 60 calendar days. The term begins on the first calendar day following the date the voucher is issued and ends on the close of business on the last day of the term. For example, a voucher is issued January 29, so the term would begin January 30 and end at the close of business March 30 (60 days).

9.2 Extensions

The IHA may, at its option, grant a disabled or elderly family a 30-day extension upon written request by family, as a reasonable accommodation. Additional request for extensions can be requested (for disabled and elderly households only). The extension term begins on the first calendar day following the date the original voucher term expired and ends on the close of business on the last day of the term. For example, a voucher's original term expires January 29, so the extension term would begin January 30 and end at the close of business February 28 (30 days).

9.3 Suspensions

The term of a family's voucher will be suspended upon the family's submission and the IHA's approval of a *Request for Tenancy Approval* (RTA) (HUD form 52517). The IHA will allow suspensions during both the initial or extended term after submission of a RTA.

9.3.1 How the length of suspension is determined

Suspension will be for the period of time between the date the RTA is approved by the IHA and the date of the letter in which the result of the final inspection is communicated to the family. The suspension shall not exceed 45 calendar days. If the suspension is for another reason as stated in Section 4.3.2 (Reasonable Accommodation and Mitigating Circumstance), the IHA will determine an appropriate period not to exceed a maximum of 90 calendar days for the voucher term.

9.3.2 How suspensions are either granted or denied

In all cases, the voucher's term will automatically be suspended upon the IHA's approval of a RTA. Suspensions for other reasons will be granted provided the family can provide documentation acceptable to the IHA that, after the voucher was issued, circumstances occurred that halted its housing search.

A voucher will not be issued to a single individual who is unable to undertake a housing search in the first place, e.g., in the hospital or in prison.

If a participant enters voucher holder status due to HAP termination and is prevented from conducting or completing a housing search for medical reasons or other good cause, the

9.4 Expiration

The voucher expires upon the close of business of the day of the conclusion of the voucher term (60 days in or at the end of an approved extension) or upon the execution of a HAP contract, whichever is earlier. If the voucher term expires and a HAP contract has not been executed, the family will be dropped from the wait list and may reapply for assistance at such time the wait list is open.

9.5 Applicants & Portability

If an applicant is not a resident of the jurisdiction of the IHA (Marion County) he/she must reside (utilizing the issued voucher) in the jurisdiction for 12 months before exercising portability.

Applicants who have been residents of the jurisdiction of the IHA (Marion County) at the time of application can exercise portability only after residing in the jurisdiction for 12 months, unless both the initial and receiving housing agencies agree that the participant family may lease a unit under portability.

9.6 Lease Approval

9.6.1 Submission of RTA

The family will submit a RTA and an unexecuted copy of the lease, including the required HUD lease addendum, during the voucher term in the form and manner required by the IHA. A family may submit only one RTA at a time. The RTA must be submitted to the IHA for approval. Incomplete or questionable RTA's will not be approved and will be returned to the landlord or family, as appropriate, for completion. The IHA shall not suspend the term of the voucher until the RTA is accepted, the voucher term suspension begins on the date the RTA is approved.

9.6.1.1 Term of RTA

The applicant has forty-five (45) calendar days from the date the IHA approves the RTA to move in to the unit. The term begins on the first calendar day following the date the voucher is issued and ends on the close of business on the last day of the term. For example, the RTA is approved on January 29, so the term would begin January 30 and end at the close of business March 15 (45 days). The IHA shall conduct the unit HQS inspection and review the lease within

fifteen (15) days of the acceptance date of the RTA. In the event the unit will not meet HQS, or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

9.6.2 Disapproval of owners (24 CFR 982.306)

Nothing in this Administrative Plan is intended to give any owner any right to participate in the program.

For purposes of this section, "owner'' includes a principal or other interested party.

It is the policy of the IHA not to approve an assisted tenancy if the IHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

When directed by HUD, the IHA shall not approve an assisted tenancy if:

1. 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
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The IHA shall also deny approval of an assisted tenancy for any of the following reasons:

1. The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in any drug-related criminal activity or any violent criminal activity;
4. 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;
5. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of

the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, of employees of the PHA or or of owner employees or other persons engaged in management of the housing;
- Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- Is drug-related criminal activity or violent criminal activity; or

6. The owner has a history or practice of renting units that fail to meet State or local housing codes; or

7. The owner has not paid State or local real estate taxes, fines or assessments.

The IHA shall not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the IHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

When the IHA decides not to execute HAP contracts with an owner for reasons described above, the owner shall be disapproved for the following reasons and periods of time from the date of the reason causing the disapproval.

The IHA has made application to HUD for owner/landlord denial of participation or debarment.	Period of denial of participation or debarment.
The owner has violated or has a history of violating obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).	Not to exceed two (2) years.
The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.	Not to exceed five (5) years.
The owner has engaged in any drug-related criminal activity or any violent criminal activity.	Not to exceed three (3) years.

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.	Not to exceed two (2) years.
The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:	
Threatens the right to peaceful enjoyment of the premises by other residents.	Not to exceed one (1) year.
Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.	Not to exceed two (2) years.
Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.	Not to exceed two (2) years.
Is drug-related criminal activity or violent criminal activity.	Not to exceed two (2) years.
The owner has a history or practice of renting units that fail to meet State or local housing codes.	Not to exceed two (2) years.
The owner has not paid State or local real estate taxes, fines or assessments.	Not to exceed one (1) year.
The owner has refused or a history of refusing to allow an IHA inspection.	Not to exceed one (1) year.

The decision to disapprove affects only prospective (future) contracts. Participants residing in units belonging to the identified owner must not be asked to move solely because of a decision to disapprove the owner.

9.7 Providing information about a family to owners (24 CFR 982.307)

The selection of a family for program participation is not a representation by the IHA about the family's expected behavior or suitability for tenancy - determining tenant suitability is the housing owner's responsibility. Owners are permitted and encouraged to screen families on the basis of their tenancy history. An owner may consider a family's background with respect to such factors as:

- payment of rent and utility bills;
- caring for a unit and premises;
- respecting the rights of others to the peaceful enjoyment of their housing;
- drug related criminal activity or other criminal activity that is a threat to the life, safety or property of others (criminal convictions are a matter of public record); and
- compliance with other essential conditions of tenancy.

To assist the owner in obtaining this information the IHA must give the owner:

- the family's current address, as shown in the housing agency records; and,
- the name and address, if known, of the landlord at the family's current and prior address whether subsidized or non-subsidized.

This information may be provided to a person authorized by the owner to screen tenants and/or lease the unit. The IHA may verify third-party authorization and requests for information with the family to determine their legitimacy.

Requests for tenant information will be in writing and may be a part of or accompany the RTA, or may be contained in a letter or other form created by the property owner, agent, or tenant. The IHA will not provide the owner with other information about the family. The owner is responsible for screening tenants.

In certain types of admissions, such as domestic violence or witness protection, the IHA will exercise caution and discretion in the release of this information.

The IHA will provide a copy of this policy to all owners via the inspection results, which are sent directly to owners. This policy will be provided to applicants at the briefing session.

The IHA will also provide tenants' forwarding addresses to owners, for the purposes of filing court actions dealing with unpaid rent, utilities, and damages, except in cases where involving domestic violence or witness protection.

9.8 Renting to relatives (24 CFR 982.306)

The IHA will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family unless the IHA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.

This prohibition applies to new admissions and to moves with continued assistance; therefore, leases between such relatives with an effective date of May 8, 1998, or earlier are "grandfathered".

The following model language will be used as an attachment to the current Request for Tenancy Approval forms:

PROHIBITIOIN ON RELATIONSHIP TO OWNER
"We certify that no legal or beneficial owner of this unit is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant(s) family."

9.9 Utility Allowance

On an annual basis, the IHA will obtain current rate information from the local utility companies and apply this information to the most current consumption data to insure that families are receiving an adequate utility allowance. If there is a 10% or more cumulative change in the utility rate since the last revision, the IHA will revise the utility allowance schedules. The utility allowance schedule will be prepared and posted on HUD form-52667.

Section 10 - Payment Standards (24 CFR 982.54 (d) (14))

In the voucher program, payment standards are used by the HA to calculate the housing assistance payment paid to an owner on behalf of a family. Each payment standard amount is based on the fair market rent. The HA adopts a payment standard for each bedroom size and for each fair market rent area in the HA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.

10.1 Establishing and Revising Payment Standards

It is the policy of IHA to set its payment standards for all bedroom sizes at the published fair market rent. The IHA payment standards will adjust automatically when HUD publishes new fair market rents. The payment standards are presently established at 100% of the FMR.

10.1.1 Revisions to Payment Standards

Payment standards may in the absolute and sole discretion of IHA be reviewed on an annual basis and adjusted if necessary.

Prior to making revisions to the payment standard, the IHA will consider local and current market factors.

10.1.2 Effective date

When the payment standard increases, the higher payment standard is used in calculating the new HAP at the time of the annual recertification. Families requiring or requesting interim recertifications will not have their HAP payments recalculated with the higher standard until their regular scheduled annual recertification .

When the payment standard decreases, the payment standard in effect at the time of the HAP signing will remain in effect until the family moves to another unit, has a change in the family size or composition, or until the second annual reexamination after the IHA officially decreases its payment standard. Decreases in the payment standard due to a change in family size or composition are effective as of the date of the next regular recertification following the change and the new family size will be used to determine the new payment standard.

All changes that result in an increase in tenant rent will be made effective on the first day of the month, following:

- Thirty (30) day notice of the change to the owner and family.

10.2 Applying the Payment Standard for the family

Use the payment standard that is the lower of:

- the family unit size; or,
- the actual unit size rented by the family:

10.2.1 When changes in the payment standard apply to an existing housing payment.

The payment standard that is applied to a family may be changed only at regular reexamination or when a family moves, as follows:

10.2.2 Rules at regular reexamination: Change in family size or composition

Families are required to report all changes in family composition to the IHA in writing within 10 business days of the change. An interim examination may be conducted, at the IHA's sole and absolute discretion, whenever there is a change in family composition.

If there has been a change in family size or composition, the payment standard currently in effect is used. See 10.1.2 Effective Date.

No change in family size or composition

If there has not been a change in family size or composition, the amount of the payment standard is the higher of:

1. the initial payment standard at the beginning of the lease term minus any amount by which the initial rent to owner exceeds the current rent to owner (decrease in rent); or
2. the payment standard currently in effect

Examples for when there is a decrease in rent either by the owner or as a result of the IHA's rent reasonableness determination:

1. At the time of lease-up, the initial payment standard is $800 and the rent to owner is $825. At reexamination, the FMR has dropped to $750 and the HA makes a determination that the reasonable rent for the unit is now only $800. This represents a $25 reduction in rent and a $50 reduction in payment standard. Using HUD's formula, the payment standard to be used would be $775.
2. At the time of lease-up, the initial payment standard is $800 and the rent to owner is $825. At reexamination, the FMR has dropped to $750 and the HA makes a determination that the reasonable rent for the unit is now only $725. This represents a $75 reduction in rent and a $50 reduction in payment standard. Using HUD's formula, the payment standard to be used would be $750.

   When there is a reduction in rent either by the owner or by the HA as a result of a rent reasonableness determination, the HA, not the participant family benefits from the reduction in rent.

If the rent remains the same or is higher; and the payment standard either increases or decreases, the current payment standard is used.

10.2.3 Rule when a family moves:

When a family moves to another unit, the IHA will apply a different payment standard if one of the following circumstances applies:

- If the payment standard has increased or decreased, the new payment standard is used. See 10.1.1. Revisions to Payment Standards.
- If the IHA has adopted new occupancy standards, the payment standard for the appropriate unit size under the new occupancy standard is used.
- If the family's size or composition has changed the payment standard for the appropriate unit size is used.

A family may request a re-determination of the housing assistance payment at any time, based on a change in the family's income, adjusted income, size or composition. Re-determination of the housing assistance payment as a result of an interim reexamination for these reasons does not affect the payment standard applicable to the family if the family remains in place.

A voucher participant receives a utility reimbursement only if the family pays some or all of its utilities and the rent to the owner is less than the housing assistance payment.

10.3 Minimum Tenant Payment

The IHA requires that participants in its Section 8 program pay a **minimum of $50.00** towards rent.

The family may request an interim examination whenever the family has a reduction in income and/or expense.

Families receiving an increase in income must report all increases in household income of $50 per week or more, $100 bi-weekly or more, $200 per month or more and $2,400 per year or more. Changes must be reported in writing within 10 business days of the change. The IHA will process all interim changes as a result of such increases.

10.3.1 Waiver provisions

The IHA may waive the minimum tenant payment for up to three months in cases of financial hardship. *See Minimum Rent Hardship Policy*

Section 11

Rent Reasonableness Determinations

11.1 Application of rent reasonableness

The rent reasonableness requirement applies to all types of tenancies. Comparability applies both to initial rent to owner and rent to owner as adjusted during the life of the assisted tenancy.

11.2 Determination of reasonable rent

Determination of reasonable rent is required in four cases:

- before entering into a HAP contract;
- before any increase of rent to owner; or
- if there is a 5% or greater decrease in the published FMR in effect 60 calendar days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary;
- if directed by HUD.

The IHA will, at its discretion, re-determine reasonable rent at any time (982.503(a)(3)), for any or all units.

Even if there is a substantial decline in the local market rents, signaled by a fall in the FMR, rent for the particular assisted unit is not reduced unless the comparability analysis shows that current unit rent exceeds rent for comparable unassisted units.

Reasonable rent shall be determined in accordance with the IHA's Rent Reasonableness Procedure. The IHA shall keep records to document the basis for each IHA determination. In all programs, this comparability determination will be kept for at least 3 years.

11.3 Factors considered in valuing a unit

The IHA will compare characteristics of the contract unit with characteristics of comparable unassisted units and will consider:

- location, quality, size, unit type, and age of the contract unit; and
- amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

In accordance with 24 CFR 982.512, the IHA will also consider whether or not the contract unit is receiving other subsidies. These units may be subject to limits in addition to rent reasonableness. The IHA will assess rent reasonableness by

conducting either telephone, site visits after telephoning, or more extensive market surveys of available rental units. The IHA will also consider the following:

1. market rent information obtained from the city, real estate agents, or banks;
2. rental information obtained from classified advertisements in newspapers; and
3. the HUD Field Office Data Appraiser.

The IHA will not accept documentation provided by a landlord or other party. Any information submitted by a landlord must be able to be verified to the IHA's satisfaction. Independent documentation that cannot be verified to the IHA's satisfaction should not be considered acceptable documentation. Where independent information is submitted the burden of proof is appropriately on the landlord.

The IHA will not accept information that cannot be confirmed as true, accurate or genuine. A current lease, executed within the past six months is the best documentation a landlord can provide. With respect to verifying rental payments made by unsubsidized tenants-at-will (no lease) the IHA may request that the landlord obtain a certified copy of his/her federal income tax return submitted for the previous year. Landlords are required to report rental income for federal income tax purposes on Schedule E of Form 1040. Up to three individual properties may be entered on Schedule E. For landlords who have multiple units and use accountants to prepare the Schedule E, a statement by their accountant may be considered sufficient documentation as to the rent paid on a particular unit.

To summarize, the IHA is willing to receive additional documentation from landlords, but will exercise considerable judgment in determining if the documentation, as submitted, is acceptable. Documentation submitted for a unit that is not “comparable” in the IHA’s judgment will not be accepted. Even one, well-documented, verifiable ”comparable” submitted by a landlord will not be considered if the IHA is able to document that this one unit represents the exception, rather than the rule in that particular community or area.

The IHA will provide written information to prospective owners before commencing rent negotiations. This information will clarify the IHA's rent reasonableness criteria. It will also set forth the process by which the owner may submit unassisted comparables, specifying required documentation.

Section 12

Informal Hearings and Reviews

It is the objective of the Indianapolis Housing Agency to resolve disputes at the lowest level possible.

12.1 General Requirements

The term "appeal", as used herein, refers to both informal reviews and informal hearings. The terms "review" and "hearing" are used only when necessary to distinguish between the two.

Applicants and participants are provided an opportunity to present objections to certain IHA decisions through informal reviews and hearings. Depending on the decision objected to, an individual may be entitled to either a review or hearing. Generally "reviews" are for decisions pertaining to applicants while "hearings" are for decisions pertaining to participants.

Informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status is contained in 24 CFR 5.514.

If a decision may be appealed, the IHA will give the family no less than ten (10) calendar days written notice. The notice will state:

1. The reasons for the decision.
2. That if the family does not agree with the decision, it may request an appeal.
3. The procedure for the family to request an appeal.
4. The deadline for the family to request an appeal.

Once the appeal is scheduled, the family will have one opportunity to reschedule. If they cannot attend once they have rescheduled, the IHA will be able to either rectify the situation or issue the voucher to another eligible family.

Any extensions granted by the IHA for submitting additional materials relative to the appeal should be limited in duration.

When the family (participant) notifies the IHA that he/she cannot attend the appeal (e.g., medical confinement), the IHA will offer the appeal to be conducted either by mail or by proxy. The obligation to provide a confined individual the opportunity for an appeal shall be considered to be met if the IHA provides the participant with an opportunity to send a designated proxy to the hearing or to conduct the appeal by mail. The IHA is not required to conduct the appeal at the site or to provide more than one extension of the hearing date.

12.2 When Decisions are Effective

All decisions regarding denial or termination of assistance are effective at the completion of the IHA appeal process. However, if a participant appeals a termination decision to the IHA, assistance to the participant shall continue during the IHA's appeal process.

12.3 Informal Reviews

An informal review is required when the IHA denies an applicant admission to the Section 8 program. Informal reviews may be conducted in writing; a meeting between the IHA representative and the aggrieved party is not required. The IHA will notify the applicant of its final decision after the informal review, including a brief statement of the reasons for the final decision. Informal review decisions made by the IHA are final and cannot be appealed to the Executive Director.

An informal review is NOT required for decisions concerning:

- discretionary administrative determinations by the IHA;
- general policy issues or class grievances;
- a determination of the family unit size under the IHA's subsidy standards;
- the IHA determination to deny an extension or suspension of a voucher's term; or when a voucher expires;
- the IHA determination to deny a RTA, including RTA expiration, or to reject a proposed lease;
- the IHA determination that a unit does not comply with HQS; or, the IHA determination that the unit does not meet HQS because of the family size or composition.

12.4 Informal Hearing

An informal hearing will be offered to participants to consider whether certain IHA decisions relating to the individual circumstances of the family are in accordance with the law, HUD regulations and the IHA policies. For decisions regarding termination of assistance, the IHA will give the opportunity for an informal hearing before the IHA terminates housing assistance payments for the family. Only decisions regarding termination of assistance can be appealed to the IHA.

12.5 Informal hearing required

An informal hearing will be offered when the IHA makes a determination:

- That a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy standards, or the IHA's determination to deny the family's request for an exception from the standards.

- To terminate assistance because of the family's action or failure to act.

- To terminate assistance because the family has been absent from the assisted unit for longer than the maximum period permitted under the IHA policy.

In the following cases the IHA will notify the family that they may ask the IHA to explain its decision, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the IHA utility allowance schedule.

- A determination of the family unit size under the IHA subsidy standards.
- Discretionary administrative determinations by the IHA.

12.6 Informal hearing not required

An informal hearing is not required for decisions concerning:

- general policy issues or class grievances;
- establishment of the IHA schedule of utility allowances;
- the IHA determination to deny an extension or suspension of a voucher's term; or when a voucher expires;
- the IHA determination to deny a RTA;
- the IHA determination that an assisted unit does not comply with HQS; (However, the IHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family);
- the IHA determination that the unit does not comply with HQS because of the family size;

- a determination by the IHA to exercise or not to exercise any right or remedy against the owner under a HAP contract;

12.7 Procedure for informal hearings

12.7.1 Notice requirement

For any determination where an informal hearing will be offered, the family will be given not less than ten (10) calendar days written notice of the decision. The notice will contain the following information:

1. A brief statement of the reasons for the decision.
2. The issues involved in the IHA's decision.
3. The date the decision is effective.
4. The family's right to an informal hearing, or other available remedy.
5. How the family can request a hearing.
6. What time frame the family has to request a hearing (usually fourteen (14) calendar days from the date of mailing).
7. That if the family does not avail itself of the opportunity for an informal hearing at the IHA, it may not appeal a termination decision to the IHA.

A family that requests an informal hearing shall receive notice not less than ten (10) calendar days of the time and place of the informal hearing. The notice shall contain:

1. A brief, but specific, statement of the reasons the informal hearing is being held.
2. A statement indicating that the decision of the IHA shall be based upon the evidence presented at the informal hearing, and that a family will bring with them to the hearing all documents on which it will rely and all witness who can offer relevant testimony;
3. A statement regarding the family's right to be represented by legal counsel at the hearing at its own expense.
4. A discussion of discovery rights - the opportunity for both the IHA and family to examine documents as discussed below before the hearing.

The IHA will schedule the hearing in a reasonably expeditious manner. Reasonable notice of the time and date of the hearing will be given to all parties concerned no less than ten (10) calendar days before the hearing.

12.7.2 Discovery

The family must submit a written request no less than five (5) calendar days before the hearing to examine any IHA documents that are directly relevant to the hearing. Documents must be reviewed at the IHA office where the documents are maintained during the IHA's normal business hours. The written request must specify which documents the family wishes to examine. The family will be allowed to copy any such documents at its expense (as standard rate of $.025 shall be applied, unless a higher rate is warranted). If the IHA cannot make available the requested documents before the hearing, the IHA may reschedule the hearing.

No less than five (5) calendar days before the hearing, the family will allow the IHA the opportunity to examine, at the IHA offices, any family documents that are directly relevant to the hearing. The IHA will be allowed to copy any such documents at the IHA's expense. If the family does not make the documents available for examination on request of the IHA, the family shall not rely on the documents at the hearing.

For decisions regarding termination of assistance, the IHA will conduct the hearing prior to terminating assistance. The family may request one postponement of no more than seven (7) calendar days after the original scheduled hearing date. More than seven (7) calendar days may be granted in exceptional circumstances.

The IHA may implement the following changes prior to a hearing:

- Changes in TTP or tenant rent.
- Denial of a new voucher for a family that wants to move.
- Unit size determinations for a family that wants to move.

12.7.3 Other persons affected

Any person who can demonstrate that he/she may be substantially and specifically affected by the proceeding may be allowed to participate in the hearing, in whole or in part, or he/she may be allowed to present evidence, either orally or in writing. It is not the IHA's responsibility to determine if there may be anyone who meets this criterion. However, if someone, such as an owner, learns of the hearing on his/her own, and claims to have a vested interest in the outcome of the hearing, the IHA will determine if he/she qualifies under this section. This claim will be made prior to the hearing so that the IHA has ample opportunity to consider the claim. The IHA's deadline for consideration of these claims, is five (5) calendar days before the hearing.

12.7.4 During the hearing

At its own expense, the family may be represented by a lawyer or other representative at the hearing. The IHA shall designate or appoint a "hearing officer" who will conduct the

informal hearings. The hearing officer shall not be the person who made or approved the original decision under review or a subordinate of that person. The hearing officer may regulate the conduct of the hearing in accordance with the IHA hearing procedures.

12.7.5 Evidence

Both the family and the staff person(s) who made the decision being appealed may present evidence to the hearing officer. Each party may call witnesses, cross-examine witnesses, and submit rebuttal evidence. Only information presented at the hearing may be considered by the hearing officer. The hearing officer may not request additional information that is not presented as evidence at the hearing.

At the beginning of the hearing, the hearing officer shall state the date and time, and list the alleged reasons for the decision being appealed. The IHA may change the order of witnesses; however, the recommended order of presenting is as follows:

1. The family
2. The staff person who made the original decision (or recommendation)
3. The staff person's supervisor, if involved
4. Rebuttal by family

The IHA requires that the hearings be tape-recorded and that fact shall be announced to all parties by the hearing officer at the beginning of the hearing. The family and/or their attorney may also record the proceedings, provided they so notify the hearing officer.

The IHA and the family will be given the opportunity to present relevant evidence, and question any witnesses. Evidence may be as oral testimony or written documents. If the HA is relying on documents from the family's file, those documents will be presented as evidence at the informal hearing. At the conclusion of the hearing, each party shall be given the opportunity to make copies of the other party's written evidence. At the informal hearing the hearing officer need not observe the rules of evidence observed by courts. Evidence may be admitted if it is the kind of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs.

12.7.6 Issuance of decision

The hearing officer will issue a written decision within thirty (30) calendar days of the hearing. The decision will be based only upon the evidence presented at the hearing.

All parties shall be notified in writing of the final decision. If the family is represented by counsel, the IHA is only obligated to send notification to counsel. The notice shall state:

- the reasons for the decision, including a determination of each issue of fact or law necessary to the decision; and
- that the family has the right to appeal a termination decision to IHA within fourteen (14) calendar days of the date of the notice.

Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

12.8 Effect of decision

The IHA is not bound by a hearing decision:

- concerning a matter for which the IHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the IHA hearing procedures;
- contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

If the IHA determines that it is not bound by a hearing decision, the IHA will notify the family, within ten (10) calendar days, of the determination, and of the reasons for the determination.

12.8.1 IHA's right to withdraw denial/termination

The IHA reserves the right to withdraw the denial/termination of assistance notice at any time prior to or after the Informal Hearing.

12.9 Failure to appear notice requirement

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, he family must contact the IHA within one (1) day.

12.10 File paperwork will be retained in file

All requests for hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

Section 13

The HAP, the Lease, Lease Approval and Occupancy

13.1 Housing Choice Voucher Program

The IHA has determined that the family is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to inhabit. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the IHA approves the unit, the IHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

The IHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the IHA is the difference between the applicable payment standard and 30 percent of monthly-adjusted family income. In determining the maximum initial housing assistance payment for the family, the IHA will use the payment standard in effect on the date the tenancy is approved by the IHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the IHA's assistance payment. The actual amount of the IHA's assistance payment will be determined using the gross rent for the unit selected by the family.

13.2 Voucher

The voucher does not give the family any right to participate in the IHA's housing choice voucher program. The family becomes a participant in the IHA's housing choice voucher program when the HAP contract between the IHA and the owner takes effect. During the initial or any extended term of this voucher, the IHA may require the family to report progress in leasing a unit at such intervals and times as determined by the IHA.

When issuing this voucher the IHA expects that if the family finds an approvable unit, the IHA will have the money available to enter into a HAP contract with the owner. However, the IHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The IHA does not have any liability to any party by the issuance of this voucher.

After receiving the request for tenancy approval and a copy of the unexecuted lease and determining affordability, the IHA will inspect the unit. The IHA shall not give approval for the family to lease the unit or execute the HAP contract until the IHA has determined that all the following program requirements are met:

- the unit is eligible;
- the unit has been inspected by the IHA and passes the housing quality standards (HQS);

- the rent is reasonable;

If the IHA approves the unit, the IHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must sign the lease including the HUD-prescribed tenancy addendum.
2. The owner must sign both copies of the HAP contract and must furnish to the IHA a copy of the signed lease, tenancy addendum and both copies of the executed HAP contract.
3. The IHA will sign the HAP contract and return a signed copy to the owner.

If the IHA determines that the unit or lease cannot be approved for any reason, the IHA will notify the owner and the family, that:

1. The proposed unit or lease is disapproved for specified reasons, and
2. If the conditions requiring disapproval are remedied to the satisfaction of the IHA on or before the date specified by the IHA, the unit or lease will be approved.

13.3 Obligations of the Family

To continue participation in the Housing Choice Voucher program, once the family's unit is approved and the HAP contract is executed, the family must comply with the family obligations contained in 24 CFR 982.551 and listed below. In addition, the family must comply with any additional obligations contained in the lease and the lease addendum. Any violation of Family Obligations shall be cause for program termination.

To meet the family obligations, the family must:

1. supply required information - the family will supply any information that the IHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
2. supply any information requested by the IHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. disclose and verify social security numbers and sign and submit consent forms for obtaining information.

4. supply any information requested by the IHA to verify that the family is living in the unit or information related to family absence from the unit.
5. notify the IHA and owner, in writing no more than 14 calendar days from the first day of absence, when the family is will be away from the unit.
6. allow the IHA to inspect the unit after no less than 48 hours notice. Emergency inspections require no notice.
7. give 30 calendar days notice to the IHA and the owner in writing before moving out of the unit or terminating the lease.
8. use the assisted unit for residence by the family. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family and the family has received permission from the owner to engage in such activities.
9. the unit must be the family's only residence and inhabited only by persons approved by the IHA. If the IHA has given approval in accordance with Section 5 of this Administrative Plan, a foster child or a live in aide may reside in the unit.
10. notify the IHA, within 10 calendar days, in writing of the birth, adoption, or court-awarded custody of a child.
11. request the IHA's written approval to add any other family member as an occupant of the unit prior to any other person moving in.
12. notify the IHA, within 10 calendar days, in writing, if any family member no longer lives in the unit.
13. give the IHA a copy of any owner eviction notice.
14. pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
15. supply information that is true and complete.
16. supply any information and execute any appropriate release requested by the IHA for use in conducting additional criminal background checks on any household member over the age of 18 during the family's participation in the program.

17. The family (including each family member) must **not:**

- own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- commit any serious or repeated violation of the lease.
- commit fraud, bribery or any other corrupt or criminal act in connection with the program.

- engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- sublease or let the unit or any portion of the unit or assign the lease or transfer the unit or any portion of the unit.
- receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the IHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
- receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

13.4 Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The IHA will give the family information on how to fill out and file a complaint.

13.5 Expiration and Extension of Voucher

The voucher will expire on the date stated on the voucher unless the family requests an extension in writing and the IHA grants a written extension of the voucher. At its discretion, the IHA may grant a disabled or elderly household an extension of the initial term. The family will be required to provide documentation supporting any request for extension. Only disabled and elderly families may request an extension. All other initial vouchers will expire after 60 days if the family has failed to utilize it.

13.6 IHA Approval or Disapproval of Unit or Lease

When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the IHA the Request for Tenancy Approval (on the original form supplied by the IHA), signed by the owner and the family, and an unexecuted copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the IHA no later than the expiration date stated on the top of page 1 of the voucher.**

The family must submit these documents in the manner that is required by the IHA. The IHA policy prohibits the family from submitting more than one Request for Tenancy Approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the IHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control. The applicant has forty-five (45) calendar days from the date the RTA is approved to move in to the unit. The IHA shall determine affordability and review the lease within fifteen (15) days of the date of the RTA. In the event the unit will not meet HQS, or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

13.7 The Lease

13.7.1 Tenant's legal capacity to enter lease

The tenant or tenant's court-appointed guardian must have legal capacity to enter into a lease under State or local law.

13.7.2 The IHA approval of lease

The assisted lease between the tenant and owner (including any new lease or lease revision) must be approved by the HA. Before approving the lease or revision, the HA must determine that the lease the basic requirements of a lease.

13.7.3 Utilities and appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

13.7.4 State or local law

The IHA shall review the lease to determine if the lease complies with State or local law. The IHA will decline to approve the lease if the HA determines that the lease does not comply with State or local law.

13.8 Tenancy Addendum - Required to be attached to Tenant Lease

The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD). The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the IHA under the voucher program. Under the HAP contract, the IHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

13.8.1 Lease

1. The owner has given the IHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

2. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

13.8.2 Use of Contract Unit

1. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

2. The composition of the household must be approved by the IHA. The family must, within ten (10) calendar days, inform the IHA of the birth, adoption or court-awarded custody of a child. Other persons shall not be added to the household without prior written approval of the owner and the IHA.

3. The contract unit shall only be used for residence by the IHA-approved household members. The unit must be the family's only residence. Members of the household may manage legal profit making activities permitted by local codes and ordinances incidental to primary use of the unit for residence by members of the family.

4. The tenant shall not sublease or let the unit or any portion of the unit.

5. The tenant shall not assign the lease or transfer the unit or any portion of the unit.

13.8.3 Rent to Owner

1. The initial rent to owner shall not exceed the amount approved by the IHA in accordance with H UD requirements.
2. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner shall not raise the rent during the initial term of the lease.
3. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
   - The reasonable rent for the unit as most recently determined or re-determined by the IHA in accordance with HUD requirements, or
   - Rent charged by the owner for comparable unassisted units in the premises.
4. The family and owner may negotiate the rent to owner. Should the family request it, the IHA shall help the family negotiate the rent. (24 CFR 982.506)

13.8.4 Family Payment to Owner

1. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the IHA housing assistance payment.
2. Each month, the IHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the IHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
3. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
4. The tenant is not responsible for paying the portion of rent to owner covered by the IHA housing assistance payment under the HAP contract between the owner and the IHA. The IHA failure to pay the housing assistance payment to the owner is **not** a violation of the lease. The owner shall not terminate the tenancy for nonpayment of the IHA housing assistance payment. The family will continue to pay their portion of the rent payment.
5. The owner shall not charge or accept from the family, or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and

appliances to be appliances to be provided and paid by the owner in accordance with the lease.

6. The owner must immediately return any excess rent payment in which the t has overpaid to the tenant.

13.8.5 Other Fees and Charges

1. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
2. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture, which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
3. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

13.8.6 Maintenance, Utilities, and Other Services

1. The owner must maintain the unit and premises in accordance with the HQS.
2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

13.8.7 Utilities and appliances

1. The owner must provide all utilities needed to comply with the HQS.
2. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
   - Pay for any utilities that are to be paid by the tenant.
   - Provide and maintain any appliances that are to be provided by the tenant.

13.8.8 Family damage

The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

13.8.9 Housing services

The owner must provide all housing services as agreed to in the lease.

13.8.10 *Termination of Tenancy by Owner*

a. Requirements

The owner shall only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds

During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- Serious or repeated violation of the lease
- Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises
- Criminal activity or alcohol abuse
- Other good cause

c. Criminal activity or alcohol abuse

- The owner shall terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises)
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises
- Abuse of alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

d. The owner shall terminate the tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- Violating a condition of probation or parole under Federal or State law

e. The owner shall terminate the tenancy for criminal activity by a household member, in accordance with this section, if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

f. The owner shall terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

g. Other good cause for termination of tenancy

- During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- During the initial lease term or during any extension term, other good cause includes:
- Disturbance of neighbors,
- Destruction of property, or
- Living or housekeeping habits that cause damage to the unit or premises.
- After the initial lease term, such good cause includes:
- The tenant's failure to accept the owner's offer of a new lease or revision
- The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent). Should the owner desire to terminate the tenancy for business or economic reasons, ninety (90) calendar day written notice shall be mailed to the tenant, the IHA and the local HUD office.

13.8.11 Eviction by court action

The owner shall only evict the tenant by a court action

13.8.12 Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the IHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

13.8.13 Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease ferminates automatically.

13.8.14 IHA Termination of Assistance

The IHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the IHA terminates program assistance for the family, the lease terminates automatically.

13.8.15 Family Move Out

The tenant must give the IHA and the owner 30 calendar days written notice before the family moves out of the unit.

13.8.16 Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the IHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such IHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the full amount of the unused balance to the tenant within thirty (30) calendar days.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13.8.17 Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

13.8.18 Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the HUD-required tenancy addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

13.8.19 Changes in Lease or Rent

a. The tenant and the owner shall not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the IHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the IHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

1. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
2. If there are any changes in lease provisions governing the term of the lease
3. If the family moves to a new unit, even if the unit is in the same building or complex

c. IHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the IHA of any proposed changes in the amount of the rent to owner at least sixty (60) calendar days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the IHA in accordance with HUD requirements.

13.8.20 Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing with a copy mailed to the IHA.

13.9 Request for Tenancy Approval (RTA)

The IHA will not give approval for the family to lease a dwelling unit, or execute a HAP contract, until the IHA has determined that all the following meet program requirements are met:

1. The family can afford the unit
2. The unit is eligible;
3. The IHA has inspected the unit and has determined that the unit satisfies HQS and the inspection criteria;
4. The lease is approvable and includes the lease addendum;
5. The rent to owner is reasonable; and
6. For a unit leased under the voucher program, the total of contract rent plus any utility allowance does not exceed 40% of the family's adjusted monthly income (maximum rent burden).

All of the following must always be completed before the beginning of the lease term:

1. The HA has inspected the unit, and has determined that the unit satisfies HQS;
2. The landlord and the tenant have executed the lease; and
3. The HA has approved leasing of the unit in accordance with program requirements.

The applicant has forty-five (45) calendar days from the date the RTA is approved by the IHA to move in to the unit. The IHA shall determine affordability and review the lease within fifteen (15) calendar days of the approval date of the RTA. The unit will be inspected if the before mentioned are approved. In the event the unit will not meet HQS, or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

13.10 When HAP contract is executed

1. The IHA will use best efforts to sign the HAP contract before the beginning of the contract term. Both parties must sign the HAP contract no later than 60 calendar days from the beginning of the lease term.
2. The IHA will not pay any housing assistance payment to the owner until the HAP contract has been executed.
3. If the HAP contract is signed during the period of 60 calendar days from the beginning of the lease term, the HA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract. A maximum of 60 days may pass between the beginning of the lease term and the signing of the HAP contract.
4. Any HAP contract signed after the 60-day period is void, and the IHA will not pay any housing assistance payment to the owner.

13.10.1 Notice to family and owner

After receiving the family's request for approval to lease a unit, the IHA will, within thirty (30) calendar days, notify the family and owner whether the assisted tenancy is approved.

13.11 HQS Inspection

A HQS inspection of the unit will be conducted within 15 calendar days of approval of the RTA and the unit must pass the inspection prior to the signing of the HAP. The HQS inspection must occur and pass before the beginning of the lease term. See Section 18 of this Administrative Plan for additional requirements.

13.12 HAP Contract

The local voucher program is administered by IHA. The HAP contract is an agreement between the IHA and the owner of a unit occupied by an assisted family.

13.12.1 Explanation of HAP Contract (HUD form 52641)

a. The HAP contract is a contract between the IHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 CFR 982).

b. The contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the IHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the IHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

13.12.2 Lease of Contract Unit

a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b. The IHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d. The owner certifies that:

1. The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

2. The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

3. The lease is consistent with State and local

law.

13.12.3 Owner is responsible for screening

The owner is responsible for screening the family's behavior or suitability for tenancy. The IHA is not responsible for such screening. The IHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

13.12.4 Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the IHA may exercise any available remedies. IHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP

contract. The IHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The IHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the IHA and the IHA verifies the correction. If a defect is life threatening, the owner must correct the defect or negate the life-threatening situation within no more than 24 hours. For other defects, the owner must correct the defect within 30 days.

e. The IHA may inspect the contract unit and premises at such times as the IHA determines necessary to ensure that the unit is in accordance with the HQS.

f. The IHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease

13.12.5 Term of the HAP Contract

a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease or lease addendum, and terminates on the last day of the term of the lease (including the initial lease term and any extensions). The HAP contract also terminates when the family moves from the unit.

13.12.6 When the HAP contract terminates

a. The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

b. The IHA shall terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the IHA terminates program assistance for the family, the HAP contract terminates automatically.

c. If the family moves from the contract unit, with or without proper notice, the HAP contract terminates automatically.

d. The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

e. The IHA shall terminate the HAP contract if the IHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

f. The IHA may terminate the HAP contract if the IHA determines that the contract unit does not provide adequate space, in accordance with the

HQS, because of an increase in family size or a change in family composition.

g. If the family breaks up, the IHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

h. The IHA may terminate the HAP contract if the IHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

13.12.7 Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

13.12.8 Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner shall at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the IHA in accordance with HUD requirements.

b. The IHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the IHA must consider:

- The location, quality, size, unit type, and age of the contract unit
- Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The IHA must re-determine the reasonable rent when required in accordance with HUD requirements. The IHA may re-determine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner shall not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the IHA any information requested by the IHA on rents charged by the owner for other units in the premises or elsewhere.

13.12.9 IHA Payment to Owner

1. During the term of the HAP contract, the IHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month or when otherwise due.

2. If housing assistance payments are not paid when due after the first two calendar months of the HAP contract term, the IHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the IHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the IHA is due to factors beyond the IHA's control. Moreover, the IHA shall not be obligated to pay any late payment penalty if housing assistance

3. Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The IHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

13.12.10 Owner compliance with HAP contract

Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

13.12.11 Amount of IHA payment to owner

a. The amount of the monthly IHA housing assistance payment to the owner shall be determined by the IHA in accordance with HUD requirements for a tenancy under the voucher program.

b. The amount of the IHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The IHA must notify, with no less than thirty (30) days notice, the family and the owner of any changes in the amount of the housing assistance payment.

c. The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

13.12.12 Application of payment

The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

13.12.13 Limit of the IHA responsibility

The IHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program. The IHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The IHA shall not pay any other claim by the owner against the family.

13.12.14 Overpayment to owner

If the IHA determines that the owner is not entitled to the housing assistance payment or any part of it, the IHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other Section 8 assistance contract.

13.13 Discretionary Moves

Participants shall not initiate a move during the initial term of the lease and are permitted to move at will once in a 12-month period thereafter. This limitation does not apply to moves caused by owner caused HQS failures, owner-initiated Lease.

Section 14 – Continued Program Participation

14.1 Who Can Live in the Assisted Unit

The IHA will not discriminate on the basis of family characteristics such as:

- unit size needed
- unwed parent
- children born out of wedlock
- recipients of public assistance
- presence of children
- age, sex, color, religion, national origin or disability

The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

14.1.1 At admission

At admission, the IHA will approve the family composition so a voucher for an appropriate size unit can be issued. The IHA may deny admission to a family or to individual family members as permitted by HUD regulations and as further defined in this Administrative Plan. Family members approved by the IHA will be listed on the HAP contract.

14.1.2 During the family's participation in the program

After the HAP contract is executed, family members may be added to the assisted household only with approval of both the owner and the IHA. There are three exceptions:

- birth;
- adoption; or,
- court-awarded custody of a child.

The family shall notify the IHA, within ten (10) calendar days, of any change in family composition.

A family's failure to obtain approval is a violation of family obligations that will result in termination from the program and may be a lease violation, which, may result in eviction from the unit.

The addition of new household members in the first year of the lease where the addition would cause the unit to not meet HQS requirements will not be permitted. If the owner and the family agree to a mutual termination and the additional occupant is approved by the IHA, the IHA may in its sole and absolute discretion issue a new voucher and allow the family to move.

14.2 Live-in aide for disabled resident

A family that consists of one or more elderly, near-elderly or disabled persons may request, in writing, that the IHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is either elderly or a person with disabilities. The live-in aide cannot already be a member of the household. The IHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the elderly or disabled family member.

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 person cared for will be able to remain in the apartment and comply with the lease terms as the result of such care.

The IHA may refuse to approve, or may withdraw approval if a proposed live-in aide:

- commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- commits drug-related criminal activity or violent criminal activity; or currently owes rent or other amounts to IHA or to another HA in connection with the Section 8 or public housing assistance programs under the 1937 Act.

In instances where there are complaints about a live-in aide, the IHA should investigate those complaints and deny or withdraw approval if any of the above conditions are met.

14.3 Approval of Additional Occupants

The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

a. The family representative will notify both the IHA and the owner in writing.

b. The owner will send his/her written decision to both the family and the IHA.

c. Upon receipt of the family's request, the IHA will obtain the necessary documentation from the individuals to be added to the household, and will perform a standard eligibility check that includes but may not be limited to a determination of eligible immigration status and a criminal background check.

d. When the eligibility check is complete, the IHA will send its written decision to both the owner and family. If the additional occupant is approved by the IHA, the notice to the owner will state that failure to respond to the notice within one calendar month will constitute approval, and will have the effect of amending both the lease and the HAP contract.

e. If approved, a copy of the IHA approval and the owner approval, if received, will become a part of the HAP contract.

f. It is the responsibility of the family, not the IHA, to initially request and obtain the owner's written approval for the addition of family members.

14.3.1 In the event of conflict

Should the owner not agree to the addition of family members, the IHA will abide by that decision while the assisted family remains in that unit. If the owner denies the request, the family's options are as follows:

- move by terminating the lease in accordance with its terms; or
- seek mutual termination if the family is in the first year of the lease; or
- remain in unit with the family composition unchanged.

If the owner approves the request to add family members but the IHA does not; e.g. unacceptable criminal background check, the family will abide by the IHA decision and the individual(s) may not move in. If the family allows the individual(s) to move in, the IHA will terminate assistance to the family.

14.4 Family Break-up – (24 CFR 982.54 (d) (11))

In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the IHA Section 8 Director will consider the following factors to determine which of the families will continue to be assisted:

All decisions regarding the disposition of a voucher in the event of a family break-up will be made by the IHA on a case-by-case basis after considering the circumstances of each individual case.

Decisions made by the IHA are final and not subject to appeal. The IHA cannot create two subsidies from one.

If a court determines the disposition of a family's voucher in a divorce or separation under a settlement or judicial decree, the IHA is bound by the court's determination of which family members continue to participate in the program. It is preferable that these decisions are made by the courts, who are presumed to have considered what is in the best interest of the family.

If the court does not or will not make a determination, the IHA has discretion to determine who keeps the voucher first considering:

1. The interest of minor children. Which of the two new family units has custody of dependent children.
2. The interests of ill, elderly or disabled family members.
3. Domestic violence situations and whether family members [the victims, not the perpetrators] were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household.
4. Family members remaining in the original assisted unit.
5. Which family member was the head of household when the voucher was initially issued (listed on initial application).
6. Other factors as appropriate.

Generally, the interests of minor children will take precedence over all other claims and the voucher will remain with the family member who has primary custody of the minor children.

The IHA will recognize that verification of legal custody may not always be possible, particularly in domestic violence situations. Custody or guardianship does not necessarily have to be court-ordered, but it is subject to verification by the IHA.

In situations where the parents have separated previously and custody is given to the parent who is not a member of the assisted household, then the voucher will remain with the children, as members of the assisted household, provided the new household remains program eligible. The IHA will terminate the HAP contract as soon as possible after notification of the new custody arrangement.

In situations of split custody, where each adult member receives custody of a child, then the voucher will remain with the original assisted unit. If no one remains in the original assisted unit, and both parents were members of the assisted household then the IHA has discretion to determine who retains the voucher considering this policy and the circumstances of the individual case.

If there are no minor children, or if each adult has one or more, or in cases of joint custody (split visitation) then the current head of household of record will retain the voucher.

When the family break-up is voluntary, the voucher will not be transferred to a remaining family member if that individual was not listed as a member of the household with the IHA for six months immediately prior to the transfer.

Note: Documentation of these factors will be the sole responsibility of the requesting family.
If documentation is not provided, the IHA may terminate assistance on the basis of failure to provide information necessary for a recertification

14.5 Criminal History Background Requests

It is the policy of the Indianapolis Housing Agency to conduct a criminal background check at the following times:

- all applicants (including ports, special admissions, etc.)
- at the request to add an adult (18 years of age or older) to the household
- accusation of criminal involvement
- as part of quality control of file (random selection of files pulled for quality control of recertifications)

including all adult household members. Background checks are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the Indianapolis Housing Agency are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).

14.6 Crime by family members

The IHA will deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:

- Drug-related criminal activity;
- violent criminal activity.

It is the policy of the Indianapolis Housing Agency (IHA) to conduct a criminal background check for all applicants, including all adult household members. Background checks are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the IHA are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).

It is the policy of the IHA to deny participation in the program to applicants and terminate assistance to participants in cases where is can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The IHA will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. For the purpose of this Administrative Plan, the IHA will consider the use of a controlled substance or alcohol to be a patter if there are one or more incidents during the previous five (5) years. In evaluating evidence of negative respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

“Engaged in or engaging” violent criminal activity means any act within the past five (5) year by an applicant or participant or household member which involved 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.

The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant and/or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this Administrative Plan, an arrest or conviction is not require to determine if an applicant, participant or household member has engaged in violent criminal activity.

Assistance in the Housing Choice voucher Program will be denied or terminated if the head of household or any member of the household:

- Is subject to a lifetime registration requirement under a State sex offender registration program; and/or
- Has engaged in any criminal activity that has resulted in the negligible death of any person; and/or
- Has engaged in any criminal activity that has as one of its elements sexual assault and/or abuse; and/or
- Has been evicted for public or assisted housing for any lease or family obligation violation.

Families are required to sign a release permitting the IHA to obtain additional criminal background checks on any members of the household over the age of 18. Failure to sign the release is a violation of the family obligations and assistance shall be terminated.

When the IHA denies or terminates assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within three years before the date that the IHA provides notice to the family of the IHA determination to deny or terminate assistance. The IHA shall not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he/she:

- Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
- Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the IHA will deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

14.7 Recertification of Eligibility and Interim Examinations

14.7.1 Recertification of Eligibility

Ninety to 120 days prior to the family's reexamination date, the IHA shall notify the family in writing when it is scheduled for recertification of eligibility. A copy of all notices of reexamination shall be sent to the property owner. Recertifications may be on an annual basis or more frequently as determined by the IHA. Participants reporting zero-income and those in a drug rehabilitation program may be required to recertify at a minimum every 60 days.

All information relative to income, eligibility and rent, net assets and criminal history shall be verified and all verified findings will be documented and recorded in the participant's file. Only verified information that is less than 60 calendar days old may be used for recertification. Income eligibility will be determined in accordance with Section 5 of this Administrative Plan.

Such documentation may include reports of interview, checklist as completed as part of the interview, IHA records, data retrieved from HUD Enterprise Income Verification (EIV) system, verification forms signed by a third party, computer printout provided by a third party, letters, and telephone conversations (should be documented in writing) with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a synopsis of the information received.

Sources of information may include, but are not limited to, the participant (by means of interview or home visits); criminal reports and the IHA records. Those in an ongoing, IHA-recognized drug rehabilitation program will be required to submit documentation from the rehab provider proving current participation in the drug rehab program.

In the event of receipt of unfavorable information regarding the conduct of the participant for compliance with the 1998 Act, IHA may elect to give consideration to the nature and extent of the participant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects in determining the continued eligibility of the participant.

14.7.2 Interim Examinations – 24 CFR 982.54 (d) (18))

An interim examination is a recertification of eligibility and re-determination of subsidy and/or family rent to owner that occurs between regularly scheduled recertifications. An interim examination may be conducted, at the IHA's option, whenever there is a:

Change to Family Composition. Families are required to report all changes in family composition to the Indianapolis Housing Agency in writing within ten (10) business days of the change. An interim examination may be conducted, at the IHA's option, whenever there is a change in family composition.

Change to Family Income and Expenses. The family may request an interim examination whenever the family has a reduction in income and/or expense.

Families receiving an increase in income must report all increases in household income of $50 per week or more, $100 bi-weekly or more, $200 per month or more and $2,400 per year or more. Changes must be reported in writing within ten (10) business days of the change. The IHA will process all interim changes as a result of such increases.

Families are not required to report the increase until the next scheduled recertification. Income eligibility will be determined in accordance with Section 5 of this Administrative Plan

Effective Date of Changes to Family Income and Expenses. All changes that result in an increase in tenant rent will be made effective on the first day of the month, following:

- Thirty (30) day notice of the change to the owner and the family.

14.8 Zero Income Policy – 24 CFR

Families reporting zero income at intake and eligibility, and recertification must recertify every sixty (60) days and submit a completed "Continued Occupancy Application" that reflects current income status along with INET Work History printout If the client continues to report zero income, the client must complete the "Zero Income Guide and Checklist" and a "Non-Income Affidavit".
IHA will at eligibility of verification determination mail or provide to the client a "Zero Income Policy Notice", required at eligibility, re-exam certification, and interim certification.

14.9 EIV Discrepancy Report

An EIV Discrepancy report must be ran quarterly. Per the Administrative Plan the threshold to report an increase in income is $2400 ($50 weekly, $100 bi-weekly, $200 monthly, or $2400 yearly), in reviewing the discrepancy report the same $2400

threshold will be used for consistency. Any discrepancies of $2400 either above or below the threshold must be reviewed.

A folder will be maintained and labeled "Threshold Report". This report shall be kept in the Directors office in a locked file cabinet. The folder shall have dividers sheets for each quarter represented along with the supporting documentation for each discrepancy reviewed. A discrepancy resolution report shall also be maintained in the file for each quarter represented.

The discrepancy report shall be compared to the documents used to verify the relevant income and a current EIV verification shall be reviewed. If the discrepancy cannot be explained the head of household will be sent a letter to come in to verify the relevant income. Verification will then be sent via 3rd party to further verify the discrepancy. If the discrepancy is proven to be correct one of the following will occur:

1. Blatant fraud will cause the voucher and assistance to be terminated.

2. For less severe misrepresentation of income, the family will be made to enter into a repayment agreement to repay the excess HAP/UAP paid on behalf of the family.

14.10 Quality Control

Objectives

The primary objective is to implement the process of quality control by reviewing files for accuracy, content and proper format.

Desired Outcome

- 95% or greater accuracy in calculations and payment standards used
- 95% of files in proper format
- 95% pass on inspections (quality control inspections)
- All (100%) relevant documentation in files to support the rent shares reflected on CCS
- Maintain consistent error free files

Confirmation

- Review sample of files to determine if desired outcome is being reached

Results for Confirmation Will be Used to

- Collect data to determine problem areas
- Concentrate on areas of high errors and inconsistencies

- Implement procedures to correct errors and inconsistencies
- Identify staff causing errors
- Reinforce with staff the expectation of accuracy, file content and file order
- Review for compliance with SEMAP

The following processes will be reviewed for quality control:

- Intake/Admissions/Waitlist
- Moves/Transfers
- Recertifications
- Interims
- Initial Inspections
- Annual Inspections

SECTION 15 - PORTABILITY

The term ***portability*** refers to a Section 8 family's right to move from the jurisdiction of one HA into the jurisdiction of another HA while continuing to receive Section 8 rental assistance. A family's housing needs may change over time with changes in family size and job locations, etcetera. Portability was designed to allow families to move in response to changing circumstances, without the loss of their rental assistance. Under the Section 8 Voucher program, assisted families may choose a unit anywhere in the United States where there is a HA administering the Section 8 Voucher program.

15.1 Definitions

Absorption

In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portable family. The receiving HA uses funds available under the receiving HA consolidated ACC.

Initial HA

The term portability, refers to both the initial and receiving HA:

2. A HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA (referred to as the outgoing HA.
3. A HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA referred to as the incoming HA.

Jurisdiction

The area in which the HA has authority under State and local law to administer the program.

Reasonable rent

Rent to owner that is not more than either:

2. Rent charged for comparable units in the private unassisted market; or
3. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises

Receiving HA

The HA that receives a portability family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.

15.2 IHA Rules for Portability

15.2.1 Briefing

At the briefing the family will be provided with an information packet that contains, at a minimum, the items required by HUD regulation 982.301(b), and the required letter explaining portability and the consequences of voluntarily giving up the voucher to be signed by the applicant.

15.2.2 Applicants & Portability

If an applicant is not a resident of the jurisdiction of the IHA (Marion County), they must reside in the jurisdiction for 12 months before exercising portability.

Applicants who have been residents of the jurisdiction of the IHA (Marion County) at the time of application can exercise portability only after residing in the jurisdiction for 12 months, unless both the initial and receiving housing agencies agree in writing that the participant family may lease a unit under portability.

15.2.3 Portability Procedures

1. The IHA will absorb transfers from an in-state housing agency if the transfer meets all the IHA's selection criteria.
2. The IHA will accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, unless a housing agency in the community from which the tenant wishes to move administers a Section 8 program. Exceptions for special circumstances such as conflict of interest issues may be approved by the IHA in it's sole an absolute discretion.
3. Without exception, the IHA will not accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, when the housing agency in the community to which the tenant wishes to move administers a Section 8 program and the transfer participant has been rejected by that housing agency as the result of a unsatisfactory criminal background check.

15.2.4 Voucher Administration by IHA outside the IHA jurisdiction

When a family moves under portability (in accordance with 24 CFR 982.353(b)) to an area outside the IHA jurisdiction, the IHA will administer assistance for the family if no other HA with a tenant-based program has jurisdiction in the area where the unit is located.

In these conditions, the family remains in the program of the IHA. The IHA has the same responsibilities for administration of assistance for the family living outside the IHA jurisdiction as for other families assisted by the IHA, within the

IHA jurisdiction. For the purpose of permitting the IHA administration of program assistance for the family in the area outside of the IHA jurisdiction as defined by State and local law (and thereby to satisfy the family's right to portability under federal law), the federal law and this regulation preempt limits on the IHA jurisdiction under State and local law.

The initial HA may choose to use another HA, a private management entity or other contractor or agent to help the initial HA administer assistance outside the HA jurisdiction as defined by State and local law.

15.2.5 Administration by receiving HA

When a family moves under portability (in accordance with Sec. 982.353(b)) to an area outside the initial IHA jurisdiction, another HA (the "receiving HA") must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located.

In these conditions, a HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

1. Upon receipt of HUD Form 52265, a briefing will be scheduled within two weeks (NO EXEPTIONS).
2. HA will issue Voucher and Request for Tenancy Approval ("RTA").
3. The initial must grant all extensions HA.
4. Client must follow IHA's new move process.
5. IHA will withdraw the family's voucher if voucher expires and notify initial HA.

15.2.6 Portability processing procedures

1. The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit.
    - Provide IHA portability procedures and limitations to the client
2. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must, within fourteen (14) calendar days, notify the receiving HA to expect the family.
3. The family must, within ten (10) calendar days, contact the receiving HA, and comply with receiving HA procedures for incoming portable families. Which include but are not limited to:
    - Receipt of a written request by the family.
    - Determination of whether the family is in good standing.
    - Verification if the family is eligible to move and to be issued a voucher in accordance with the Administrative Plan ("Issuing and Denying Vouchers"), 24 CFR 982.54 (d) (2)).

4. The initial HA must give the receiving HA the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.

5. When the portable family requests assistance from the receiving HA, the receiving HA must, in accordance with its policy, inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program.

    - The IHA will absorb transfers from an in-state housing agency if the transfer meets all the IHA's selection criteria and funding is available.

6. The receiving HA must issue a voucher to the family if vouchers are available. The term of the receiving HA voucher may not expire before the expiration date of any initial HA voucher. The receiving HA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA voucher.

7. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA.

8. The receiving HA, in accordance with its policy, must notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher.

9. To provide tenant-based assistance for portable families, the receiving HA must perform all HA program functions, such as reexaminations of family income and composition. At any time, either the initial HA or the receiving HA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

10. Absorption by the receiving HA. (1) If funding is available under the consolidated ACC for the receiving HA voucher program when the portable family is received, the receiving HA may absorb the family into the receiving HA voucher program. After absorption, the family is assisted with funds available under the consolidated ACC for the receiving HA tenant-based program. (2) HUD may require that the receiving HA absorb all or a portion of the portable families.

    - The IHA will accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, unless a housing agency in the community from which the tenant wishes to move administers a Section 8 program. Exceptions for special circumstances

such as conflict of interest issues may be approved by the IHA in it's sole an absolute discretion.

15.2.7 Portability Billing

1. To cover assistance for a portable family, the receiving HA may bill the initial HA for housing assistance payments and administrative fees.

   - IHA will notify the initial HA within 10 calendar days of contract execution of intent to bill or absorb, by sending Part 2 of the HUD Form 52265.

2. The initial HA must, within thirty (30) calendar days of receipt of HUD Form 52265, reimburse the receiving HA for the full amount of the housing assistance payments made by the receiving HA for the portable family. The amount of the housing assistance payment for a portable family in the receiving HA program is determined in the same manner as for other families in the receiving HA program.

3. The initial HA must, within thirty (30) calendar days, reimburse the receiving HA for 80 percent of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA.

   - IHA expects to receive bills by the 5th working day of each month.

4. HUD may reduce the administrative fee to an initial HA, if the HA does not reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.

5. In administration of portability, the initial HA and the receiving HA must comply with financial procedures required by HUD, including the use of HUD-required billing forms. The initial and receiving HA must comply with billing and payment deadlines under the financial procedures. HUD may assess penalties against an initial or receiving HA for violation, as determined by HUD, of HUD portability requirements.

6. A HA must manage the HA tenant-based programs in a manner that ensures that the HA has the financial ability to provide assistance for families that move out of the HA program under the portability procedures that have not been absorbed by the receiving HA, as well as for families that remain in the HA program.

   - If outgoing receiving HA. must provide billing notification within 60 days of expiration of IHA's voucher.

7. When a portable family moves out of the tenant-based program of a receiving HA that has not absorbed the family, the HA in the new

jurisdiction to which the family moves becomes the receiving HA, and the first receiving HA is no longer required to provide assistance for the family. In this case the port request should be returned to the initial housing agency. The initial housing agency will be responsible of the tenant file and will process according.

Section 16

Termination of Assistance

This section states the grounds on which the IHA will terminate assistance. It does not address termination of tenancy by the family or owner, or HAP contract termination for reasons other than terminating assistance to a family.

24 CFR 982.552 and 24 CFR 982.553 state the reasons a family shall be terminated from the program. Reasons for termination will be provided to all new applicants at the briefing.

16.1 Termination of Assistance

The IHA may terminate assistance for a participant by:

1. refusing to enter into a HAP contract or approve a lease or approve a request for tenancy;
2. terminating housing assistance payments under an outstanding HAP contract;
3. refusing to process or provide assistance under portability procedures.

16.2 Grounds for Termination of Assistance

Termination of assistance may occur at any time there are grounds for termination. The IHA will inform families of the reasons for terminating assistance at the initial briefing and again at reexamination. If a participant claims that he/she failed to receive such information, that fact will not prevent the participant from being terminated in accordance with HUD regulations and this policy.

For any terminable offense, the IHA will exercise responsible discretion on a case-by-case basis and may consider all of the circumstances of the individual case, including seriousness of an offense, the extent of participation or culpability of individual family members, and the effects of program sanctions on uninvolved family members.

Generally, the IHA will not apply HUD's reasons for terminating assistance retroactively and/or punitively to current participants that have since maintained good tenancies.

Housing Voucher program rules require the IHA to terminate assistance to a participant if:

1. Any family member fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by the IHA;

2. Any family member fails to declare citizenship or provide documentation of eligible non-citizen status within the prescribed time frames and extensions (See Sections 5.1.3 and 5.2); or

3. Any family evicted from housing assisted under the program for a serious or repeated violation of the lease.

The IHA has discretion to consider mitigating factors presented by the family when deciding whether or not to terminate assistance. In the absence of mitigating circumstances, the IHA will also terminate assistance to a participant for the following reasons:

1. If the family violates any Family Obligations as listed in 24 CFR 982.551, the lease and/or lease addendum, or this Administrative Plan.

2. If any family member commits drug related or violent criminal activity (see Section 17).

3. If any family member commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

4. If the family owes rent or other amounts to the IHA (including amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease),

5. If the family breaches an agreement with a HA to pay amounts owed to the HA, or amounts paid to an owner by the HA, in connection with Section 8 or other public housing assistance under the 1937 Act, or state-assisted public housing and either refuses to enter into a repayment agreement, or is not complying with the terms of their repayment agreement (when applicable).

6. If the family has engaged in threatening, abusive or violent behavior toward the IHA personnel.

7. If the family violates the IHA's policy on unit absence (see Section 16.8).

8. If any member of the family has been evicted from federally assisted housing within the past five years.

9. If the family has been engaged in criminal activity or alcohol abuse as described in 24CFR982.553.

10. If the family fails to comply with their FSS contract

16.2.1 Criminal activity as a factor

It is the policy of the Indianapolis Housing Agency to conduct a criminal background check at the following times:

- all applicants (including ports, special admissions, etc.)
- at the request to add an adult (18 years of age or older) to the household
- accusation of criminal involvement
- as part of quality control of file (random selection of files pulled for quality control of recertifications)

including all adult household members. Background checks are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the Indianapolis Housing Agency are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).

Where criminal activity is a factor, the IHA may consider the character of the crime and whether family members have participated in, colluded in, or benefited from criminal activity, and the impact of any termination on other family members including children.

The IHA may also consider the effects of their action or non-action on the program and community, including:

1. how termination of assistance for criminal activity by assisted families may discourage criminal activity in the community; and
2. the effect of the IHA termination policy on the Section 8 program and the ability of program families to find good housing.

It is the policy of the Indianapolis Housing Agency to deny participation in the program to applicants and terminate assistance to participants in cases where is can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The Indianapolis Housing Agency will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. For the purpose of this administrative plan, the Indianapolis Housing Agency will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years. In evaluating evidence of negative past behavior, the Indianapolis Housing Agency will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

“Engaged in or engaging in” violent or drug related criminal activity means any act within the past five (5) years by an applicant or participant or household member which

involved 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.

The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this administrative plan, an arrest or conviction is not required to determine if an applicant, participant or household member has engaged in violent criminal activity.

16.3 Violation of family obligations

Family obligations are listed in 24 CFR 982.551 and this Administrative Plan and will be provided in the information packet the family receives at the voucher issuance briefing. A list of these family obligations will be sent to all program participants who did not receive this information upon selection.

16.4 HQS breach caused by family

The family is responsible for a breach of HQS that is caused by any of the following:

1. failure to pay for tenant-supplied utilities
2. failure to provide and maintain tenant-supplied appliances
3. damage caused by family or guest to unit or premises (beyond ordinary wear & tear)

If the family fails to make required repairs for any family caused HQS deficiencies in a timely manner, enforce the family obligations under the program policies.

Enforcement may include termination of assistance.

If tenant – caused damaged is the only reason to fail the unit, housing assistance payments to the owner may continue for up to 60 days (provided landlord has made every effort to evict tenant).

16.4.1 Correction of defect

The family will correct the defect within:

- 24 hours for life-threatening violations; and
- up to 30 calendar days for other violations

16.4.2 IHA approved extensions

The IHA may approve appropriate extensions if the HQS failure is non-life threatening and does not affect the safety of the resident or other occupants of the building. If the family fails to correct the violation within the required time frame they will be terminated from the program.

The IHA will develop a fair and effective system of enforcement that attempts to match the severity of the problem to the severity of the enforcement and permits a range of enforcement actions, including the use of warnings, extensions, and termination. To the extent practicable, the IHA will attempt to distinguish between damage that is accidental or minor as opposed to damage caused by reckless or malicious action by the family and use that information in determining appropriate enforcement actions. In most instances termination of assistance is appropriate only when other compliance measures have failed.

The IHA enforcement procedures will attempt to inform and educate families as to applicable HQS standards and how their action or non-action relative to HQS violations may impact their ability to continue to receive rental assistance. When a family is cited for a family-caused HQS violation the IHA will provide written notice to the family, the owner, and any third party that may be designated by the family to receive notices from the IHA relative to their program participation. The notice will:

1. be issued within 48 hours after the violation is cited.
2. include a clear description of the violation, including how it violates program requirements.
3. indicate the time frame for correcting the violation; and the consequences of failing to correct the violation including actions that will be taken by the IHA and actions that may be taken by the owner
4. strongly recommend that the tenant contact the owner to discuss the repair method prior to correcting any tenant caused violation
5. include a statement regarding a disabled person's right to request reasonable accommodation and the name of the agency contact person.

16.4.3 The IHA's notice to the owner

The IHA's notice to the owner will:

1. inform the owner that the family may be terminated from the program if the violations are not corrected and that if the family is terminated, the HAP contract will also be terminated with no further housing assistance payments from the IHA.

2. advise the owner that he/she may make the necessary repairs and charge the family's security deposit in accordance with state law; or, if the family is occupying the unit pursuant to a pre-1995 HAP contract, file a damage claim with the IHA at the end of the tenancy.

3. advise the owner that if the violation also constitutes a lease violation and the family refuses or is unable to make the repairs, the owner may make the repairs, bill the family, and issue notice to terminate the tenancy in accordance with the lease and state law. For rules regarding termination of HAP payments when the owner terminates the lease see 24 CFR 982.311(6).

4. Recommend that if the owner has any questions concerning the family's method or ability to correct the violation, the owner should contact the family directly.

16.4.4 Action by the owner

Actions that may be taken by the owner include but are not limited to the following:

1. No action, the family is responsible for making repairs.
2. Owner makes the necessary repairs and charges the family's security deposit for the expense at the end of the tenancy.
3. If the HQS violation also constitutes a lease violation and the tenant refuses or is unable to make the repairs, the owner may make the repair(s), bill the tenant, and issue notice to terminate tenancy.
4. When it is not obvious that the damage was tenant-caused, the burden of proof is on the owner, as evidenced by the statement of condition provided to the family at the beginning of their occupancy. If there is no statement of condition, the IHA may use the initial inspection report to assess damage. The IHA may also consider whether the owner has a "history or practice" of violating HQS or IHA housing standards
5. If a participant is terminated for failing to correct an HQS violation and the violation is cured after the effective date of termination, generally, the participant should not be reinstated. Because termination of assistance has occurred, that would indicate that other compliance measures, such as the granting of appropriate extensions, etc., have been taken and have failed. Any request for reasonable accommodation will have been submitted by the family and addressed by the IHA prior to the effective date of the termination. If the IHA determines that there were mitigating circumstances, and the family is reinstated in the same unit a new lease & contract will be executed.

16.4.5 Allowing inspection of the dwelling unit by the IHA

The family will allow the IHA to inspect the dwelling unit during normal business hours (Monday through Friday, 8am to 5pm), unless otherwise scheduled, and after no less than 48 hours notice. Emergency inspections require no notice. It is the family's responsibility to arrange for access to the unit at all times, even if the family will be absent from the unit.

Families should be notified that although inspections are required annually, as a result of follow-up inspections and audit inspections by the IHA the unit may be inspected several times in a year.

To accommodate working families, the IHA will schedule appointments for a specific time, when requested. If the IHA is unable to keep an appointment for an inspection, the family should be notified as early as possible on the date of inspection or sooner if possible. The IHA Inspectors are also encouraged to extend inspection hours into the early evening, perhaps one day a week, to accommodate working families.

In instances where the unit is subject to repeated inspections due to the owner's failure to make the required repairs, an undue burden may be placed on working families. In these instances, the IHA may suggest that the family ask the owner of the building to be present for re-inspections. If the family does not wish to allow the owner access to their unit, they remain responsible to make certain an adult will be present for all scheduled inspections. If an adult family member cannot be present for an inspection during the inspector's regular working hours, the family will make arrangements for another adult to be present in the unit at the scheduled time.

The IHA may terminate assistance to a family for failure to provide access to the unit if:

1. the IHA is unable to gain access to the unit for at least two scheduled inspections within one reexamination period; and,
2. the family did not cancel or call to reschedule the inspections for a more convenient time; and
3. the IHA did not cancel the inspections without notifying the family the day of the inspection.

16.5 Violation of lease

The family shall not commit any serious or repeated violation of the lease. The lease is a contract between the family and the owner. Generally, the IHA will take no action against landlord claims of tenant misbehavior, will not assume the owner's responsibility for enforcing the lease, and will not interject itself in the relationship between the family and the owner where the owner may seek

remedy and/or mediation through the courts. Where an owner obtains a court-ordered eviction for serious or repeated lease violations, the IHA may terminate that family from the program.

The IHA, at its discretion and in situations where the owner is unable or unwilling to act, upon determining that the nature of the lease violation(s) are having a serious impact on individual residents or the housing development as a whole, may terminate assistance to a family where the IHA is able to establish repeated or serious lease violations by the family. For example, police reports documenting regular disturbances at the unit.

Vermin and rodent infestation caused by trash accumulation from poor family housekeeping is a tenant-caused HQS violation. An owner may evict if poor housekeeping creates a serious or repeated violation of the lease.

16.6 Family notice of move or lease termination

Before vacating the dwelling unit, the family will give both the IHA and the owner thirty (30) calendar day's notice, in writing; and, in accordance with the terms of the lease.

16.6.1 Owner eviction notice

The family will give the IHA, within ten (10) calendar days from the receipt of the copy, a copy of any owner eviction notice.

16.7 Use and occupancy of unit

1. The family will use the assisted unit for residence by the family.
2. The unit will be the family's only residence.
3. The composition of the assisted family residing in the unit must be pre-approved by the IHA.
4. The family will, within ten (10) calendar days, notify the IHA if any family member no longer resides in the unit and of the birth, adoption, or court-awarded custody of a child.
5. The family will request IHA approval to add any other family member, live-in aide or foster children as an occupant of the unit. Depending upon the form of lease, owner approval may also be required. Additional household member(s) will be subject to criminal background checks by the IHA and required to submit other standard documentation.
6. The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

7. The dwelling unit (or, in the case of Shared Housing, the portion thereof) will be used solely for residence by the family. The family shall not assign the lease or transfer any portion of the unit.

16.8 Absence from unit

The family will supply any information or certification requested by the IHA to verify that the family is living in the unit, or relating to family absence from the unit, including any IHA requested information or certification on the purposes of family absences. The family will cooperate with the IHA for this purpose. If the family will be absent from the unit for more than 14 days it will promptly, but no more than 10 calendar days from the first day of absence, notify both the owner and the IHA in writing, and obtain approval from the IHA.

To obtain IHA approval, the family will:

1. satisfy notice requirements; and
2. provide documentation acceptable to the IHA regarding the length of absence and the reason for the absence; and
3. affirm their intent to return to the unit at the end of the leave period; and
4. agree to be responsible for receiving and responding to all notices sent by the IHA to the unit during periods of absence; and
5. pay rent to the owner and pay for utilities while they are absent; and
6. make arrangements for the unit to be available for IHA inspections as necessary.

If this procedure is not followed, the unit will be considered abandoned and the IHA will terminate housing assistance payments and the family's participation in the program. The IHA's absence from unit policy will be provided to applicants at the initial briefing and to current participants by mail.

16.8.1 Length of absence

Absences for up to 90 consecutive days are permitted due to:

- hospitalization
- commitment to a short-term drug or alcohol treatment program
- verifiable medical or other family emergencies
- other reasons to be determined by the IHA.

An absence of more than 90 consecutive days is considered a "prolonged absence" and will not be permitted. In extraordinary circumstances, to be decided by the IHA on a case-by-case basis, where a family may be absent for more than 90 days, the voucher may be frozen for up to one year. Housing assistance payments are not

continued during periods when the voucher is frozen, only during an authorized absence of up to 90 days.

Imprisonment is not a valid reason for an absence of more than 30 days. If imprisonment is for drug related or violent criminal activity, the participant will be terminated in accordance with that policy.

16.9 Reinstatement

In cases where assistance was terminated for an unauthorized absence from the unit for either:

1. entering a residential treatment program; or
2. incarceration for other than a drug-related or violent criminal activity.

The IHA may reinstate the family if

1. the family member successfully completes the residential treatment program as evidenced by a written statement from the program's Director; or
2. the family member was not convicted of the crime.

In all cases there is a one-year limit on reinstatement, measured from the date the termination is effective. Reinstatement is subject to the availability of a voucher.

16.10 Notice Requirements

If the period of absence will be for 30 days or less the family is not required to provide notice.

If the period of absence will be for more than 14 days, the family will submit a request for IHA approval of extended absence as soon as possible, but not more than 10 calendar days from the date in which the family is absent from the subsidized unit.

If IHA determines that the family has abandoned the unit or is absent for longer than the maximum period permitted, the IHA will terminate housing assistance payments and the family's participation in the program.

If the IHA receives information that a family has been absent from their unit for an extended period, they may require the family to provide any information or certification that adequately explains the report of absence and verifies that the family has not been absent for more than 30 days. The agency may verify presence or absence by sending letters to the family at the unit, phone calls, visits or questions to the landlord or

neighbors. School enrollment records and receipt of welfare assistance may also be used to determine where a family resides.

If the sole member is incarcerated for more than 30 days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 days. The Indianapolis Housing Agency will determine if the reason for incarceration is for drug-related or violent criminal activity, or any other violation of a family obligation.

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Indianapolis Housing Agency will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required both to notify the Indianapolis Housing Agency before they move out of a unit and to give information about any family absence from the unit.

To obtain Indianapolis Housing Agency approval, the family will:

- Satisfy notice requirements; and
- Provide documentation acceptable to the IHA regarding the length of absence and the reason for the absence; and
- Affirm their intent to return to the unit at the end of the leave period; and
- Agree to be responsible for receiving and responding to all notices sent by the IHA to the unit during periods of absence; and
- Pay rent to the owner and pay for utilities while they are absent; and
- Make arrangements for the unit to be available for IHA inspections as necessary.

If this procedure is not followed, the unit will be considered abandoned and the Indianapolis Housing Agency will terminate housing assistance payments and the family's participation in the program. HUD regulations require the Indianapolis Housing Agency to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the Indianapolis Housing Agency may:

- Write letters to the family at the unit (and/or)
- Telephone the family at the unit (and/or)
- Verify if utilities are in service (and/or)
- Check with the post office (and/or)

The Indianapolis Housing Agency reserves the right to extend any deadline listed in this section as an accommodation to persons with disabilities. In cases where housing assistance is terminated, the Indianapolis Housing Agency reserves the right to reinstate assistance as an accommodation to persons with disabilities. At no time will the Indianapolis Housing Agency extend absences that are in excess of 180 days.

If the agency receives information that the family has been absent from their unit, has not received notice from the family, and is unable to verify presence of the family in the unit within 30 days of the receipt of information, the IHA may consider the unit abandoned and may begin the process of terminating the HAP contract.

For termination due to abandonment (or absence) the IHA will give the family an opportunity for an informal hearing. All termination and hearing notices will be sent to the family at their address of record by regular or certified mail, and shall constitute proper notice.

16.11 Interest in unit

The family will not own or have any interest in the dwelling unit (other than in a manufactured home). If the Owner is a cooperative, the Family may be a member of the cooperative.

16.12 Fraud and other program violation

The family members will not commit fraud, bribery or any other corrupt or criminal act in connection with any federal or state housing assistance program. HUD regulations pertaining to fraud are found at 24 CFR part 792.

16.13 Crime by family members

The family members will not engage in drug related criminal activity or violent criminal activity (see Section 17)

16.14 Other housing assistance

An assisted family or members of the family, shall not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.

16.15 When a family owes money to the IHA

Family Debts

The Indianapolis Housing Agency will make all reasonable attempts to collect all money owed by families. Methods to collect family debts include, but are not limited to:

- Request for lump sum payments; and/or
- Civil suits; and/or
- Payment/Repayment agreements; and/or
- Collection agencies; and/or

- Credit bureaus

Families who are unable to make a lump sum payment for an unsettled debt may chose to enter into a repayment agreement with the Indianapolis Housing Agency. The Indianapolis Housing Agency reserves the right not to enter into a repayment agreement if the family has an existing repayment agreement in place that has not been paid in full. The Indianapolis Housing Agency will not enter into a promissory note with a family when the note will exceed $5,000.00. The maximum term of the promissory note is 12 months.

To remain in good standing, the family must abide by all terms and conditions of the repayment agreement. The Indianapolis Housing Agency may deny or terminate housing assistance for families who default on the agreement.

The IHA may refuse to allow a family to move if they are in arrears. If the family has a history of damage or vacancy claims, or if the family had previously signed a repayment agreement but failed to make payments or stopped making payments, the IHA may:

- require the family to repay the full amount prior to moving; or
- require the family to come current on the agreement and sign a new agreement that permits termination in place after three consecutive missed payments.

16.16 Impact of bankruptcy on tenant debt

If a participant files for bankruptcy, any debts owed to the housing agency are dischargeable, if the debts are listed. If a participant receives a judgment of bankruptcy, any listed debts are discharged.

16.17 Termination for drug or alcohol abuse

In accordance with the Housing Opportunity Program Extension Act of 1996, the IHA may terminate the Section 8 assistance of any person if the IHA determines that the person's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The IHA may also terminate the Section 8 assistance of any person who the HA determines is illegally using a controlled substance.

16.18 Termination Notice to Family

Notice to the family will be sent by certified mail return receipt requested. A copy of the notice will be mailed to the owner via regular first-class mail. In instances where the certified mail is not accepted by the family and returned to the IHA, allegations by the family that they did not receive the notice of termination will not be considered by the IHA as a reason for failure to submit a request for an informal hearing or otherwise respond to the notice. Housing Assistance Payments will continue to be made until the hearing process, including any appeals, has been concluded.

Section 17

Alcohol-related, Drug-related and Violent Criminal Activity

POLICY

It is the policy of the IHA to deny participation in the program to applicants and terminate assistance to participants in cases where it can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The IHA will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse as set out in the following sections. For the purpose of this administrative plan, the IHA will consider the use of a controlled substance, illegal drugs or alcohol abuse to be a pattern if there are one or more incidents during the previous five (5) years. In evaluating evidence of negative past behavior, the IHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

17.1 Drug related, violent criminal activity, sex offenders and other violations

Drug related criminal activity is:

1. the illegal manufacture, sale or distribution; or the possession with intent to manufacture, sell or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802); or
2. illegal use, possession or distribution of a controlled substance or illegal drug, or
3. conspire to illegally use, posses or distribute, a controlled substance or illegal drug.

Violent criminal activity is any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

The term "criminal activity" includes both drug related and violent criminal activity. The term "drug related" will be used only if it is necessary to distinguish between the two.

The IHA will deny or terminate assistance if the head of household or any member of the household:

- Is subject to a lifetime registration requirement under a State sex offender registration program;
- Has engaged in any criminal activity that has resulted in the negligible death of any person;
- Has engaged in any criminal activity that has as one of its elements sexual assault and/or abuse; or
- Has been evicted from public or assisted housing for any lease or family obligation violation (will be denied for up to a minimum of three years from said eviction).

17.2 Notification

Applicants and participants will be formally notified of IHA's drug policy. At the time of application, families will be required to indicate on their application whether any family member has been involved in any drug related or violent criminal activity. The application will also provide the family with information concerning the IHA drug policy.

17.3 Grounds for Denial or Termination of Assistance

The IHA will deny assistance to an applicant or terminate assistance to a participant family if any member of the family commits:

1. a drug related criminal activity; or
2. a violent criminal activity.

Families are required to sign a release permitting the IHA to obtain additional criminal background checks on any members of the household over the age of 18. Failure to sign the release is a violation of the family obligations and assistance shall be terminated.

To deny or terminate assistance for alcohol abuse, illegal use, possession or distribution of a controlled substance or illegal drug, such use, possession or distribution, or conspiracy to use, possess or distribute, will have occurred within five (5) years before the date the IHA provides the notice of denial or termination of assistance for this reason.

The IHA may not terminate assistance for past use of drugs or abuse of alcohol by a rehabilitated user who has not used illegal drugs or abused alcohol in the last year.

The IHA may deny assistance for an addict who currently uses or possesses illegal drugs or abuses alcohol.

The IHA may not deny assistance for an addict who is recovering, or has recovered from an addiction. Adequate proof of such recovery must be provided to IHA. The IHA may require a family member who has engaged in the illegal use of drugs or alcohol abuse to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

There is no time limit on denial or termination of assistance for violent criminal activity.

17.4 Arrest, Convictions and Evictions for Drug-Related and Violent Criminal Activities

The IHA will deny or terminate assistance if the IHA obtains information that an applicant or participant has been arrested, convicted or evicted for a drug related activity or a violent criminal activity. Proof of arrest, conviction or eviction is evidenced by written documentation from law enforcement agencies, a court of law,

district attorney's office, or other agencies or sources that have legitimate access to this information.

17.5 Preponderance of Evidence

HUD regulations do not require that the IHA establish beyond a reasonable doubt the guilt of an applicant or participant prior to taking actions to deny or terminate assistance. The IHA shall deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in criminal activity, regardless of whether the family member has been arrested or convicted (on or near the site).

The IHA will determine, on a case-by-case basis, whether to deny or terminate assistance when there is no conviction or eviction for drug related or violent criminal activity. If the agency can obtain written documentation that a preponderance of evidence exists that a family member is involved in criminal activity the IHA shall deny or terminate assistance. Written documentation may include, but is not limited to, police reports, arrests/disturbance reports, court records, news media report, etc., that indicate that a Section 8 tenant is trafficking a controlled substance from his/her unit.

The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this administrative plan, an arrest or conviction is not required to determine if an applicant, participant or household member has engaged in violent criminal activity.

17.6 Limitation on authority

The IHA's authority to deny or terminate assistance is limited to criminal activity by family members. The IHA will not screen family behavior for suitability for tenancy. The IHA will not be liable or responsible for the family's behavior or the family's conduct in tenancy. Screening for behavior and suitability is an owner responsibility.

An owner may evict the assisted family for criminal activity on or near the premises by any member of the household or a guest or another person under the tenant's control. To the extent that the criminal activity is a serious or repeated violation of the assisted lease, the IHA may terminate assistance.

17.7 The IHA Response to Alleged Criminal Activity

The IHA will respond to drug and criminal activity information in a uniform and objective manner.

17.8 The IHA 's Policy and Procedure

When the IHA receives information from anonymous callers, landlord and/or neighborhood complaints, local police reports, newspaper reports, etc., regarding a Section 8 household referencing extra persons in the household, illegal, criminal, or drug related criminal activity, the IHA will, depending upon the severity of the problem:

1. Schedule an appointment for the Director of Section 8 to meet with the family.
2. Discuss the alleged complaint or incident with the family.
3. Obtain supporting documentation e.g., police reports, newspaper articles, pictures (if available), etc.
4. Warn the family that if this type of behavior continues (and there is evidence to support these allegations) their Section 8 assistance will be terminated.
5. If the report is not based on illegal, criminal, or drug related criminal activity have the head of household sign a document stating that he/she has been advised of his/her responsibilities as a Section 8 Program participant and that he/she understand and will comply with HUD Section 8 guidelines.
6. If the behavior is related to illegal, criminal, or drug related criminal activity, the family's Section 8 assistance will be terminated at the end of the current month.

Should an employee of the IHA witness illegal, criminal, or drug related criminal activity, that employee is obligated to immediately contact IHA's Office of Special Investigations.

Section 18

HQS Inspection Requirements, Compliance and Violation Remedies

18.1 Overview

The Indianapolis Housing Agency inspection requirements for housing quality standards utilize both HUD's Housing Quality Standards and Chapter 10 Minimum Standards for Residential Property and Housing from the Code of The Health and Hospital Corporation. The Health and Hospital Corporation is a municipal corporation authorized by the Indiana General Assembly to exercise legislative powers in addition to its executive agency powers. In other words, the Corporation, by its Board of Trustees, has the power to enact legislation. Further, the Corporation has the power to enforce the provisions of the legislation it enacts.

The IHA is required to conduct three types of inspections: initial, annual, and special inspections,
including quality control inspections. Inspections result in pass, fail, or inconclusive reports. Inspections will receive one of the following ratings:

1. Pass – the conditions of the unit meets the minimum requirement and require no further action by the IHA.
2. Inconclusive (Initial Inspections Only)- more information is needed for the inspector to make a determination. A follow up or re-inspection is required

3. Fail- the condition of the unit does not meet minimum requirements. All fail items must be corrected and approved prior to the execution of a Housing Assistance Payment Contract or the to continue payments on the contract.. A re-inspection is required.

Depending upon the nature of the item, responsibility for correction of fail or inconclusive items may be the
responsibility of the owner or tenant. Failure to comply with correction notices results in owner or
tenant sanctions, up to and including termination of the HAP.

Inspections may be performed by IHA staff or by a contractor designated by IHA.

18.2 Scheduling Inspections

The IHA shall schedule initial inspections in accordance with program requirements. Annual inspections, quality control inspections, and all resulting re-inspections shall be scheduled to comply with SEMAP requirements. Other special inspections, such as complaint inspections, shall be scheduled as quickly as possible after receipt of request.

18.3 Forms to Be Used to Conduct Inspections

In order to meet all HQS requirements, inspections shall be conducted and recorded using amended form HUD 52580-A which includes the IHA-adopted standards.

18.4 Initial Inspection Process and Procedure

1. The IHA ***is required*** to conduct an initial inspection for each unit as part of the tenancy approval process.
2. The unit ***shall*** pass the HQS inspection before the execution of the assisted lease and housing assistance payments (HAP) contract and the initiation of payments. The Director of Section 8 shall routinely ensure that all new units pass HQS inspection prior to lease and HAP execution. The designee responsible for signing the HAP contract shall review the file to determine whether the unit passed before the HAP contract effective date.
3. The IHA ***shall*** conduct the inspection within 15 calendar days from the IHA's approval of a Request for Tenancy Approval. The 15-day period is suspended when the unit is not unavailable for inspection. For example, if a family and owner submit a request for tenancy approval on the 15th of month but the owner indicates that unit will not be available until 1st of next month, the 15-day clock starts on the 1st of the next month. However, this extension of availability for inspection may only be given one time and for a period not to exceed 30 days.
4. The IHA ***shall*** complete and retain a copy of *Form HUD-52580-A, Inspection Checklist* which includes any IHA-adopted standards.
5. The family and the owner ***shall*** receive inspection results. The owner shall receive detailed information for all failed and inconclusive inspection items so that he or she is fully aware of the work necessary to pass the HQS inspection.
6. If the unit does not comply with HQS requirements within 30 days of the IHA's *Notification of HQS Inspection Results,* the IHA ***shall*** cancel the Request for Tenancy Approval and instruct the family to search for another unit.

18.5 Annual Inspection Process and Procedure

The annual inspection process includes scheduling the unit for inspection, notifying owners and tenants of the inspection date and time, conducting the inspection, enforcing HQS requirements, and when necessary, ***taking action to abate payments and terminate HAP contracts and program assistance.*** When the owner fails to comply with HQS, the IHA will exercise its rights

and remedies against the owner under the HAP. The IHA's rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, and termination of the HAP contract.

To avoid the recovery of overpayments, abatement or other reduction of housing assistance payments, or termination of the HAP contract, the IHA shall monitor and assure the following:

1. The unit ***shall*** be in compliance with HQS requirements throughout the assisted tenancy.
2. Each unit ***shall*** be inspected annually during assisted tenancy to determine if the unit meets HQS. The inspection shall be conducted within twelve months of the previous inspection to meet SEMAP requirements.
3. The IHA ***shall*** notify owners and tenants of HQS deficiencies in writing, and indicate a time period in which to make HQS corrections.
4. The IHA ***shall*** abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency. Placement of abatement shall occur by the first of the month following expiration of the notice. Except in the case of life threatening violations requiring corrections within 24 hours, the owner shall receive 30-day written notification of the abatement. The IHA shall use the *Notice of Housing Assistance Payment Abatement and Final Notice of Termination,* to notify the owner of abatement. Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the first of the month until the day the unit passes HQS.
5. Both the owner and the tenant ***shall*** be notified in writing of the abatement and/or termination of housing assistance payments to the owner for failure to correct an HQS.
6. The IHA shall terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant shall be notified of intent to terminate

18.6 Terminating the HAP for Failure to Comply with HQS

The IHA ***shall*** terminate the HAP contract if repairs are not made as required***.***

Owners are responsible to the IHA for compliance with all HQS items except those specifically assigned to tenants. Tenants are responsible to correct HQS fail and inconclusive items resulting from:

- Failure to pay for tenant-supplied utilities;
- Failure to supply appliance(s) required by the lease; or
- Damage to the unit.

The IHA shall terminate program assistance to families who fail to correct HQS deficiencies that they caused. To terminate program assistance for the family, the IHA shall first be notified by the

owner of its intent to begin eviction procedures. In the case of eviction based on the families who failure to correct HQS deficiencies that they caused, the IHA shall continue to pay the owner until the eviction is completed, up to a maximum of 60 days.

18.7 Abatement of Payments

The IHA ***shall*** abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency.

Placement of abatement shall occur by the first of the month following expiration of the notice. Except in the case of life threatening violations requiring corrections within 24 hours, the owner shall receive 30-day written notification of the abatement.

Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the first of the month until the day the unit passes HQS.

18.8 Termination of HAP Contract

The IHA shall terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant shall be notified of intent to terminate.

The IHA shall issue a voucher to the family to move, provided the family is eligible (not in violation of the terms of assistance, including HQS responsibilities). The family shall be reminded of its responsibility to the owner to give notice of intent to move, and shall continue to pay its portion of the rent as long as the family remains in the unit.

18.9 Special and Complaint Inspection Process and Procedure

Special or complaint inspections include inspections in response to complaints registered with the IHA by families, owners or other sources regarding the unit's condition, quality control inspections, or any other inspection the IHA may deem appropriate to conduct.

18.9.1 Special Inspection

Quality control inspections are a second type of special inspection and are required by program regulations. Special inspections resulting in a fail or

inconclusive HQS determination require the same notification actions and enforcement processes described above for annual inspections.

18.9.2 Complaint Inspections

The IHA ***shall*** investigate complaints about HQS matters that are registered by tenants, owners or the general public. Violations resulting from complaint inspections are treated in the same manner as annual inspection violations. Failure to comply with violation notices issued from complaint inspections result in abatement of payment to owners and/or termination of program assistance for tenants.

18.9.3 HQS Quality Control Inspections and Audit

The IHA shall re-inspect 10% of the units under contract during each fiscal year for Quality Control purposes.

Completed HQS inspections included in the sample shall be no older than three months at the time of the re-inspection. The sample shall represent a cross section of neighborhoods where program units are located and inspections completed by all HQS inspectors. The sample shall also include a cross-section of initial and annual inspections.

Quality control inspections shall provide a written analysis of each inspectors' work, which will be used to determine if individual performance or general HQS training issues need to be addressed.

For SEMAP purposes, an HQS deficiency found at the time of the quality control re-inspection represents a "fail" quality control inspection. When rating an individual inspector's performance, the quality control auditor shall take into account whether the failed item occurred since the previous inspector was on site. Often the tenant can describe when the deficiency occurred and will be helpful in making this determination.

Deficiencies that occurred after the original inspection shall not be held against the inspector's performance record.

The Quality Control Auditor shall maintain a quality control tracking system for each fiscal year, which indicates, the address of the units, date of original inspection and inspector, date of the quality control inspection, results of the quality control inspection, and location of the unit by neighborhood, zip code, census tract, etc.

The IHA is responsible for HQS Enforcement and must monitor and verify that:

1. All life-threatening HQS deficiencies are corrected within twenty-four (24) hours of inspection and all other cited HQS deficiencies are

corrected no more than 30 calendar days from the inspection, unless the IHA approved an extension of time for correction.

2. For HQS deficiencies that are the owner's responsibility and are not corrected within the prescribed time frames, the IHA shall abate housing assistance payments beginning no later than the first of the month following expiration of the IHA violation notice. Violation notices shall contain language regarding abatement of payment for owner failure to make corrections.

3. For HQS deficiencies that are the responsibility of the tenant and are not corrected within the prescribed time frames, the IHA shall take prompt and vigorous action to terminate the family's housing assistance.

18.10 Housing Quality Standards Criteria

The IHA inspection requirements for housing quality standards utilize both HUD's Housing Quality Standards and Chapter 10 Minimum Standards for Residential Property and Housing from the Code of The Health and Hospital Corporation. The Health and Hospital Corporation is a municipal corporation authorized by the Indiana General Assembly to exercise legislative powers in addition to its executive agency powers. In other words, the Corporation, by its Board of Trustees, has the power to enact legislation. Further, the Corporation has the power to enforce the provisions of the legislation it enacts.

Non-compliance with these standards is grounds for:

- rejecting the unit at initial inspection
- abating subsidy
- terminating the HAP contract with the owner
- termination of tenant participation in the program

Emergency Repair Items (24 CFR982.401 (a)

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling

- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problems which could result in shock or fire
- No heat
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle (s) which prevent tenant's entrance or exit
- Lack of functioning toilet

18.11 Lead-Based Paint

The Lead Base Paint Poisoning Prevention Act as amended (42 U.S.C. 4821 – 4846) and the Residential lead Based Paint Hazard Act of 1972 and implementing regulations 24 CFR Part 35 Subparts A,B,M and R will apply to all units inspected and leased under the IHA section 8 program.

The IHA will the above referenced regulations as well as the HUD Housing Choice Voucher Program Guidebook to ensure units meet the lead base paint criterion.

Additional assistance will sought from the Marion County Health Department and HUD of further guidance is needed on a case-by-case basis.

SECTION 19
FAMILY SELF SUFFICIENCY PLAN

19.1 Overview

The Indianapolis Housing Agency (IHA) is committed to establishing and implementing a Family Self-Sufficiency (FSS) Program to help families who receive housing assistance achieves economic independence by utilizing an array of public and private resources. By coordinating housing assistance with needed services such as child care, education and job training/development, IHA assists both public housing and housing choice voucher participants to reach their goals of economic independence and self-sufficiency.

The objective of the FSS program is to reduce the dependency of low income families on welfare assistance and on the Housing Choice Voucher Program, Public or Indian Housing assistance or any Federal, State or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency.

Any resident or housing assisted participant with a sincere desire to achieve self-sufficiency is assisted to perform a self-assessment to identify personal motivating factors as well as the family's strengths and barriers relative to achieving self-sufficiency. IHA then assists participants to work their plans, providing emotional support during challenging times. At each step in the process, IHA helps participants to motivate themselves and to improve their self-esteem.

Public/assisted housing is envisioned as serving two divergent populations. First, it provides a safety net for the elderly, handicapped and disabled whose biological, physical, or mental conditions will not permit entry or re-entry into the labor market. Second, public housing was, and still is, intended as a temporary resource for families who temporarily remain outside the workforce. IHA has targeted the female-head of family with small children at home; those faced with temporary dislocation from the labor market; those who are involuntarily without the means to provide housing for their families; and, those whose present incomes are inadequate to otherwise provide decent, safe, and sanitary housing in the existing housing market.

The purpose of the Family Self-Sufficiency (FSS) Program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Housing Choice Voucher Program with public and private resources, to enable families to receive assistance under these programs to achieve economic independence and self-sufficiency. Under FSS, families are required to sign a Contract of Participation, which includes an Individual Training and Services Plan entered into between the housing agency and those members of the family who will be participating in the FSS program. The Contract of Participation is usually effective for a period of five years but can be extended for a period of two years for "good cause." A major benefit of participating in the FSS

program is recognized when the family transitions to employment or has an increase in earned income. If the family is a housing choice voucher recipient, the increased income can be used to calculate and establish an escrow savings account. The funds saved can be used by the families for expenses such as homeownership or advanced educational opportunities. A key component of FSS is the establishment of the Program Coordinating Committee (PCC). The PCC is responsible for overall implementation of the program including assistance in developing the Family Self-Sufficiency Program Action Plan and securing commitments of public and private resources for the operation of the program.

The FSS program is administered at IHA by staff of the Department of Resident Relations, working in close collaboration with the Program Coordinating Committee representing key community institutions; many who will be providing services to FSS participants. A cornerstone of this program is the multi-disciplinary review and coordination of family strategies through the PCC and the leveraging of community resources such as social service programs, human resources and other financial resources from both the public and private sectors to support family goals. The basic objectives of IHA's Family Self-Sufficiency Program are as follows:

- Provide low-income families with basic life skills, educational advancement, academic and vocational counseling, job training/search activities, which leads to successful employment referral and placement.
- Assist families to make the transition from "welfare to work" by providing job training, support and employment search services.
- Decrease the length of time families stays in public/assisted housing.
- Provide adequate social and support services, as client needs dictate.

There are also certain basic programmatic assumptions that must be considered when implementing an FSS program.

Except for those who cannot be expected to work full-time due to circumstances beyond their control (i.e. age, health or physical ability), every family in public and subsidized housing will be made aware of FSS and encouraged to undertake the transition to the private housing market within a reasonable period of time after entering assisted housing.

Every family accepted in the FSS program accepts responsibility for seeking to achieve the objective of preparing themselves for the return to unsubsidized living arrangements.

In implementing the FSS program, the service provider's makes a commitment through a Memorandum of Agreement to assist the participating family in preparing themselves for the transition to unsubsidized housing.

Such a commitment implies that sufficient jobs are, or will be, available to consistently employ people at wages adequate to support families at a standard of living above the maximum allowable for receiving assistance; and,

Each family will demonstrate a uniquely different set of needs and concerns, which will demand unique strategies for addressing those needs.

- Local agencies administrating needs-based programs are able to determine how best to respond to the unique needs of the families within their jurisdiction and should be given flexibility in applying the rules and regulations in order to meet the unique needs of individual families.

- It is not unusual for former public assistance recipients to fail in their first attempts to secure employment, which means the FSS program must provide intensive focus on both job retention issues and facilitating multiple placements (career pathways) for residents until the job "fit" is right.

19.2 Program Management

The Family Self-Sufficiency Program is managed by IHA's Office of Resident Relations (ORR). This office coordinates the day-to-day activities of the program and the Director of ORR reports directly to the Executive Director of the Indianapolis Housing Agency. The overall mission of this office is to provide support and address the job readiness, job training and placement and human service needs of public housing residents and Housing Choice Voucher program participants. Through these expanded efforts, IHA aims to improve the economic self-sufficiency of working adults, promote the academic achievement and career development of youths and maximize the extent to which seniors can live healthy and independent lives.

To support the Agency's Family Self-Sufficiency efforts, IHA staffs the program with seven full-time staff, a Program Coordinator, four FSS Case Managers, one Recruiter and a HOPE VI Representative. The FSS Case Managers are responsible for identifying and assessing family skills and needs by utilizing interviews, written assessment tools and home visits. They utilize the Individual Training and Services Plans, an integral part of the Contract of Participation. They provide ongoing monitoring and support to families in meeting their goals and advocate for services as needed. They also work with other IHA staff to insure FSS families are in compliance with their housing assistance.

Although the Office of Resident Relations (ORR) assumes responsibility for organizing the Family Self-Sufficiency Program, the Program Coordinating Committee (PCC) links housing, job training and apprenticeships, family and individual counseling, drug and alcohol treatment and counseling and career development with subsidies for food stamps, Medicaid, child care and other transfer payments in a more consistent and coordinated manner. In addition, the PCC coordinates services in conjunction with the changing federal "Welfare to Work" legislation.

The PCC, along with ORR and Family Self-Sufficiency staff, make recommendations concerning policy and regulatory adjustments in the administration of the program. The Committee is involved with the implementation in the following manner:

- Assistance in securing educational advancement, supportive services and employment opportunities in the public and private sectors.
- Providing linkages with regard to home ownership for the participants.

In addition, one of the major functions of the PCC is to determine what resources are needed and available in the community that can be mobilized to service FSS participants. As new providers are recruited by the Housing Agency and the PCC, additional families may be served.

The Family Investment Center (FIC), located at the Laurelwood Family Housing Development, is one of the focal point of IHA's Family Self-Sufficiency Program. The primary objectives of the Family Investment Center are to provide the support and resources needed by public housing and housing choice voucher families to successfully complete all aspects of their FSS Action Plan (s), to obtain jobs and move to economic self-sufficiency. IHA has assembled a service team of local service providers who have located staff and program resources at the FIC. In addition, linkages have and will continue to be established with many other local initiatives, which share similar goals.

The Indianapolis Housing Agency enjoys cooperative relationships with a variety of agencies and has been able to enlist commitments from a number of the major providers of services to low-income families as well as those currently on public assistance. Support from such service providers is essential if IHA is to assist FSS families meet their goals.

19.3 Family Demographics

The Indianapolis Housing Agency's Family Self-Sufficiency Program is designed to increase the availability for those most in need of subsidized housing by assisting families already receiving housing assistance in making the transition back into the private housing market. FSS seeks to accomplish this by providing the opportunity for low-income families to achieve their goals of economic and social independence through employment and home ownership or some other non-subsidized living arrangement. To accomplish these objectives, the families' eligible for consideration for FSS must live in either public or subsidized housing. The head of household in the target universe for IHA's Family Self-Sufficiency Program will be 90% female and 10% male. The following breakdown of IHA's target population is by race and ethnicity.

19.4 Analysis of Required Supportive Services

To identify the ever changing needs of IHA's potential FSS families, the Indianapolis Housing Agency periodically sends survey letters to all Housing Choice Voucher participants and conducts needs assessment with public housing residents in each of the agency's housing developments. Housing Choice Voucher families are asked to answer questions soliciting information about why they are interested in the program and what supportive services they feel are needed.

19.5 Estimate of Participating Families

IHA provides supportive services to 577 families, with an initial breakdown of 497 Housing Choice Voucher participants, and 80 public housing families. This figure is based upon available resources including Housing Choice Voucher Administrative fees, ROSS grant, EDSS grant, HOPEVI program, federal operating reserves as well as the scope of supportive services needed to assist potential FSS families that have already been secured.

Based upon the results of survey letters sent to all eligible Housing Choice Voucher families and the needs assessments conducted with public housing residents, IHA will continue to expand its base of services and agency involvement to service additional families who have other identified needs.

Program Size
Because of staff reductions our mandatory program size of 831 has been reduced. IHA will continue to review and work toward the Quality Housing and Work Responsibility Act of 1998 Relative to future program size and any modifications will be approved by the Board of Commissioners and sent to HUD for approval.

Eligible Families from other Self-Sufficiency Programs
FSS recruitment efforts will be directed towards Housing Choice Voucher residents, Public Housing Residents, FIC participants and HOPE VI participants.

19.6 FSS Family Selection Procedures

Program Requirements

FSS is a voluntary program for Housing Choice Voucher and Public Housing residents. FSS is aggressive in their recruitment efforts, such as, attending Housing Choice Voucher briefings and having participants sign a pre-application with follow-up at the time the Request for Lease Approval is returned and signature on the Contract of Participation at time of lease up. Public Housing residents and FIC participants sign a Contract of Agreement when the resident makes contact with FSS. HOPE VI participants sign a Contract of Agreement upon lease up.

- Participants must complete an Individual Training and Services Plan (ITSP) and agree to fulfill all requirements of the family needs assessment in any areas identified.

- It is beneficial for the head of household to have an eighth grade reading level and be ready to complete high school, Technical Course or GED requirements.

- Participants should agree to sign authorizations for release of children's school records and agree to services in any areas identified.

- All family members over 18 should be willing to participate in educational and employment assessments.

- Participants shall demonstrate commitment by keeping all scheduled appointments, such as the 90-daycase reassessment.

- Head of household must be a tenant in good standing according to the terms of their housing program regulations and/or lease.

- Adult public housing residents must participate for at least 8 hours per month in community service or economic self-sufficiency program.

19.7 Application Process

Families in the FSS Program are asked to complete an FSS Application Form, which indicates their interest in providing household information necessary to initiate consideration. This form also acts as a release of information document so that staff may initiate discussions with other needs-based programs regarding benefits the family may be receiving or be eligible for under the new program. The FSS Application also permits FSS staff to review the family's tenant folder in order to complete the Contract of Participation. An FSS Case Manager is assigned to the applicant at this time.

Once a family has submitted the Application, staff reviews all available information concerning family composition, income, service needs and other relevant factors. The case manager, in conjunction with the family, begins to complete the Individual Training and Services Plan and the family specific Contract of Participation. At this stage, the adult members may also participate in educational testing and job skills identification exercises to assess the employability level of the designated head of household, individual service needs of each family member and what services and agencies, if any, will be needed by the family. This second interview may take place in the applicant's home.

The completion of the Contract of Participation and Individual Training and Services Plan are finalized with the approval of the Program Coordinator. Upon approval, the case manager and FSS participant discuss the final goals and the Contract is signed.

If all available slots are filled before the list of families interested is exhausted, those remaining will be placed on a wait list and will be offered a slot if a participating family leave the program or, if IHA determines it has the capacity to increase program size. Family selection from the wait list shall be accomplished (1) through the use of a lottery system; (2) based upon the length of time the family has resided in public housing; or, (3) date the family expressed an interest in the FSS program.

IHA believes that motivation of families is key to ensuring the participant family is interested in the FSS program. A family must attend an FSS orientation or briefing as well as pre-selection interviews and submit to a home visit. By requiring the family to complete certain

tasks, such as the FSS application and family assessment, IHA is providing an opportunity to measure the family's willingness to undertake the obligations, which will be required under the Contract of Participation. *It is important to note that the families based upon their educational level and disabilities, if applicable must accomplish all motivational tasks given to FSS families.* As an example, a requirement that a participant write a paragraph indicating willingness to join the program should not become an obstacle if the individual does not have the ability to complete this task. Instead, the participant should be given the opportunity to tell you orally why he/she is interested in the FSS program. *Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities.*
Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors such as sensory of manual skills, and any factors which may result in discriminatorypractices or treatment toward individuals with disabilities or minority or non-minority groups.

In all cases, IHA will be cognizant to ensure FSS selection is accomplished without regard to race, color, religion, sex, handicap, familial status or national origin.

19.8 Incentives to Encourage Participation

- Developing a comprehensive incentive plan is key to selling the benefits of FSS to housing assisted families during recruitment efforts. As a result, IHA has integrated the following incentives:
- Assignment of a FSS Case manager that will oversee the family's progress towards successfully completing the program. *Intensive case management is the single most important element of a successful self-sufficiency program.*
- Establishment of participant escrow accounts so that families can save money for homeownership, further education or other specified purposes. Funds from the escrow account are normally disbursed to the family upon completion of the Contract of Participation.
- Priority placement in other IHA funded supportive service programs such as those provided by the Family Investment Center.
- Access to a wide range of supportive services such as the computer lab, adult education and training, jobs database and family health programs.
- Customized needs assessments and skills aptitude assessments so that family members can develop realistic, attainable employment goals.
- Intensive support and counseling in job readiness, search and initial employment phases. Ongoing activities include resume development, interviewing skills, time management and other skills identified as necessary for the individual participant to secure employment.
- Priority in WIA funded programs.
- Monthly public relations/media stories shall be used to give the program a positive identity for participants.

- Other incentives will continue to be identified and added to IHA's Family Self-Sufficiency Program.

19.9 Outreach Efforts

Program outreach and recruitment is an ongoing component on FSS and is conducted in the following manner. All eligible families living in public or assisted housing are informed of the FSS program through media campaigns, information presented at Resident Organization meetings, newsletters, direct mailings and homeownership enrollments. Every attempt will be made to insure that all families, regardless of race, color, religion, sex, handicap, familial status or national origin, within the targeted universe are aware of the program and have the opportunity to participate. After exhausting the list of existing Housing Choice Voucher participants and public housing residents, IHA intends to notify applicants on the wait lists that are near receiving their housing subsidy.

FSS staff, in conjunction with the Office of Resident Relations, conducts FSS informational meetings on a regular basis to current, future and prospective Public housing residents and Housing Choice Voucher participants as well as attending Housing Choice Voucher briefing sessions for new program participants. Residents are also able to schedule individual meetings with FSS staff to answer family specific questions. During the informational meetings, potential applicants are informed of program incentives and requirements. Staff try to interest and motivate residents about FSS by emphasizing the connection between recent changes in federal and state welfare rules and the potential benefits of FSS participation including escrow savings and individual family support services.

The informational meetings give families an insight into the program and applications are available for potential applicants at the meetings. FSS staff also encourages families to participate in educational, job training and employment opportunities being offered regardless of their status in the FSS program.

One of the most successful methods of FSS recruitment into the self-sufficiency program occurs through peer networking/counseling. As families begin to reap the benefits of FSS, they share their experiences with other residents, which increases the credibility of the program. In other words, a successful FSS program also sells itself.

19.10 FSS Activities and Supportive Services

Program Structure

It is the expressed purpose of the Family Self-Sufficiency Program to assist low-income families achieve the American dream of true upward mobility. The application, needs assessment and selection steps previously detailed are designed to ensure that each FSS participant has a solid, achievable plan for economic self-sufficiency backed by appropriate supportive services. The FSS Program seeks to accomplish this through two different levels of assistance to each family who participates in the program. The first of those levels (Remediation Stage), seeks to address barriers to successful achievement resulting from

educational and/training deficiencies. The second level (Transitional Stage), seeks to build upon the first level by providing opportunities for financial and investment counseling, homeownership and budgeting seminars, minor repair and maintenance training and other experiences which enhance their probability of success once they have made the transition. It should be noted the Welfare Reform legislation, which established timelines for Temporary Assistance for Needy Families (TANF) to receiving TANF benefits.

A. Remediation Stage

The first phase of FSS is characterized as the Remediation Stage during which time an Individual Training and Service Plan (ITSP) is established for each adult member of the household. This phase may last up to two years (this stage may be extended provided IHA finds good cause exists for granting such extension). This extension ensures that each participant is ready to move on to the Transitional Stage. No participant should fail due to lack of time allowed in the early stages of their educational/training plan. During this extension, all members of the household work towards completing the Individual Training and Service Plan. These commitments, plus those of the Indianapolis Housing Agency to the family, will be finalized as part of the ITSP between the family and the Authority. The provisions of the Individual Training and Services Plan are as follows:

- Commitments by IHA to make available the resources and services described in the Individual Training and Services Plan.
- Agreement by the family to participate in the programs and activities prescribed by the ITSP.
- A statement indicating the participant's rights to request an extension of the Remediation Stage provided hat IHA finds that good cause exists for granting the extension.
- A termination statement indicating that failure to complete the commitments in the ITSP will cause the family to be terminated from the FSS program at the end of the Remediation Stage.

In order to assist the family in identifying and overcoming the barriers to re-entry into labor and private housing markets, diagnostic and employability analyses is undertaken during the waiting period and prior to formal participation in the program. The Individual Training and Services Plan is developed by the program staff, in conjunction with the head of household, prior to formal program participation. This plan serves as a contract between the program and the family regarding each party's responsibilities and understandings regarding the implementation of the plan and is attached as an Exhibit to the Contract of Participation at the start of the program. The Individual Training and Services Plan may be modified at any time by written agreement of all parties.

During the Remediation Stage, program staff, in conjunction with staff from other needs-based or state and federally funded programs (IPIC, Workforce Development, Goodwill), work with the family to implement the plan. Activities to assist the family might include:

- Remedial education and literacy classes

- High school completion or equivalency
- Job training and preparation
- Pre-employment/personality development
- Health/dental
- Child care
- Transportation
- Life management skills
- Substance abuse treatment and counseling
- Family services
- Homemaking skills and parenting
- Money management
- Investment counseling

The Remediation Stage is included to provide an opportunity for families to receive the kinds of services, education and training which will move them from a marginal employment situation to one in which there is an opportunity for career advancement. Some families have genuine ambition but have been kept from obtaining an education or job training experience due to circumstances beyond their control. Some families may need minimal assistance and will be ready to enter the Transitional Stage within only a brief time after entry into the program and placement in the Remediation Stage.

B. Transitional Stage

At the end of the Remediation Stage, the family undergoes a reassessment and counseling to determine the probabilities of successful completion of the Transitional Stage. The family then signs a Contract Addendum spelling out the conditions under this next phase, including:

- A five-year limitation on participation in the program, unless an extension has been granted from IHA, and their residency in assisted housing;
- A description of the manner in which rental payments will be calculated and the accumulations under an escrow savings account, as well as a description of the escrow savings account and the participant's access to such account at the end of the program consistent with 24 CFR 984.305 (please note, it is possible for families in the Remediation Stage to be employed and earning escrow savings as well);
- The participant's and IHA's obligations during the Transitional Stage; and,
- The conditions under which a family or person (Housing Choice Voucher and public housing), may terminate or be terminated from the FSS program.

The contract with the family ends if the family has completed their obligations under the Contract of Participation, including the requirement of each Individual Training and Services Plan and the condition that the head of each FSS family has obtained and maintained suitable employment and, for each participating FSS family that is a recipient of welfare assistance, a certification that they have been independent from such assistance at least one year before the expiration date of the term of the contract.

The Transitional Stage is designed to permit the family time to accumulate sufficient savings so that it will be able to either make a substantial down payment on a home or, otherwise, prepare for long term housing in the private rental market. During this stage, the program staff continues to provide counseling and supportive services to insure participant success once they leave the program. This stage covers a period not to exceed five (5) years (unless an extension is granted under the terms explained under the Contract of Participation), during which time the following will occur:

1. The head of household and/or adult family members will be expected to be engaged in full-time employment over the life of the contract. If unemployed at any time during the terms of the FSS Contract, the head of household should be expected to meet with IHA's Economic Development Coordinator.
2. Counseling and assistance in home ownership, money management, work habits, employee-employer relations, and other areas of problem solving will be provided families at monthly workshops or through individual counseling sessions, if necessary. Assistance will include further job training in more technical areas to improve employability and longevity on the job through training programs.
3. FSS Housing Choice Voucher families pay rent to the owners in accordance with the normal procedures and IHA's housing assistance funds, paid by HUD, will be utilized for the FSS escrow deposit.
    a. During the term of the FSS Contract of Participation, IHA calculates the escrow amount for each family using HUD's escrow credit worksheet. The amount of the escrow varies depending upon the income of the family and is only initiated when earned income increases after execution of the Contract of Participation.
    b. "Escrow savings account" credits reflect the difference between earned income at the beginning of the Contract of Participation and any increase in earned income after this date. Assume that as of the effective date of the Contract, the total tenant payment is$50, the contract rent to the owner is $500, and the IHA housing assistance payment is$450. One year later, the total tenant payment is $150 (increase attributable to higher earned income), and the contract rent remains at $500. In this case, the family pays the owner the $150, IHA's housing assistance payment is still $450, however, $350 to the landlord and the monthly credit to the FSS escrow account is $100.
4. If a family member becomes temporarily disabled or ill which results in a loss of income during the Transitional Stage, or if a family member loses his or her job as a result of general layoffs or plant closings or other reasons beyond the control of the individual, the Contract of Participation may be extended up to two years to reflect these circumstances beyond the family's control. However, if the disability is permanent, the family may be transferred back into a conventional housing program.
5. If a Housing Choice Voucher family decides that it does not wish to honor the terms of the Contract of Participation and drops out of the FSS program for reasons other than disability or if the family is terminated from the program for

good cause as specified in the Contract, the escrow account will not be refunded and will be used to defray the costs of the program. In the case of a public housing resident, the amount of escrow will be returned to IHA as rent payment.

6. Participating FSS families may request an Informal Hearing be held by IHA to consider whether the Housing Agency's decision to terminate supportive services and/or Section8/public housing assistance as spelled out in the Contract of Participation is in accordance with the law, HUD regulations and any IHA administrative polices specified in the approved Housing Choice Voucher Program Administrative Plan. The hearing will be conducted by any person designated by IHA's Executive Director, other than the person, or a subordinate of such person, who made or approved the termination decision.
7. It is anticipated that the PCC, in conjunction with local financial institutions and the Indianapolis Housing Agency, will advocate with local government the availability of low-interest loans for persons to purchase homes in the private market, and will also advocate for the provisions incentives to ensure the availability of moderately priced housing in the private market.

19.11 Activities and Supportive Services

As previously stated, IHA will coordinate FSS with their Family Investment Center (FIC) facility, located at the Laurelwood Housing Community. Public housing residents as well as IHA's Housing Choice Voucher program participants, will be encouraged to utilize the Center where they are able to obtain comprehensive "one stop" services related to job readiness, job training, job placement and general family development services including the Computer Learning Center's program activities. Families who come into the FIC will work with a Family Self-Sufficiency Case Manager to develop a family needs assessment; designed to address family development needs, promote economic self-sufficiency and link residents to existing job training and placement opportunities. All IHA families will be encouraged to utilize the Center and join the FSS program and sign a Contract of Participation. It is preferable that FSS Case Managers handle a maximum caseload of 40-50 families. Using a combination of funding sources including Housing Choice Voucher Administrative fees, operating reserves and federal grants such as PHDEP, Family Investment Center Program and HOPE VI families will receive intensive FSS support each year from IHA.

To complement FSS services provided by Indianapolis Housing Agency staff, IHA relies on a number of cooperative relationships with a variety of agencies experienced with providing services to low-income families. Support from such private and public agencies is essential if IHA is to assist FSS families reach their goals. The FSS program has solicited support from federal, state and local governmental agencies and human service organizations in the greater Indianapolis area. The following is a sample of programs available to FSS families:

Community Outreach: Community organizing, resident orientation, technical assistance and organizational support to resident councils.

Family Support Services/Economic Development Programs: Family support programs, counseling, adult education, employment and training programs, Adult Basic Education (ABE), childcare, transportation, employment opportunities and homeownership activities.
Youth Development: Child care, on-site educational and recreational programs, teen peer leadership focusing on health issues, after-school health programs, adolescent health education programs, parenting classes, teen pregnancy prevention programs, adolescent violence prevention, youth job training and education, group and individual therapy, summer youth employment opportunities.
Drug Prevention, Education and Treatment: Community organizing, outreach and counseling programs, off-site intervention and treatment programs, substance abuse prevention training and family support services.
Recognizing the critical importance of computer literacy, the FIC facility includes a computer center, which has up-to-date personal computers and printers and a range of training software.
Major commitments for support have been received from Goodwill, INHP, and Workforce Development. These are the primary regional employment and training oversight agencies for the greater Indianapolis area administering WIA funds and a wide range of employment, training and job readiness initiatives including an extensive effort to support public assistance recipients move off welfare and into well-paying jobs. Workforce Development recognizes that IHA residents are a primary target population for welfare-to-work programs and intends to actively coordinate its planning efforts so that IHA's resident population needs and issues are carefully considered. Therefore, INET and IHA are focusing on TANF recipients in public housing and Housing Choice Voucher families.

Services to be provided by Service Providers are:

- **Workforce Development** - Provides training and employment
- **INHP** - Provides assessment, homeownership training and qualification for a mortgage loan
- **Goodwill** - Provides case management, assessment, pre-employment instruction (1st Step), vocational skills training, ABE/GED preparation, job seeking instruction, placement assistance, and retention services. Placement with WIA programs.
- **Habitat for Humanity** - Provide new and renovated houses.
- **Training Inc.** - Office skills training and life skills education
- **Family Loan Program** - Auto loans, auto repair loans, & 1st month rent and security deposit loans
- **Westside Community Ministries Inc.** - Provide computer training, adult education, survival skills for women, assist with temporary housing, day care, after school enrichment programs.

19.12 Method for Identification of Family Support Needs

There are several methods that are used to assist FSS staff identify the social service needs of the participants as well as deliver those services and activities to the families. First, the Housing Agency sends survey letters to all Housing Choice Voucher participants and conducts needs assessments in all public housing communities. The Housing Choice

Voucher families are asked to answer soliciting information about why they are interested in the program and what supportive services they feel are needed. Based upon the results of the survey letter and the needs assessment, IHA expands its base of services and agency involvement. As previously discussed under ***Outreach Efforts***, IHA also actively recruits for the program through a media campaign, information presented at Resident Organization meetings, newsletters and direct mailings. Additional information will be gathered during the completion of the FSS Application Form as well as during the testing that occurs when staff and potential FSS families complete assessment tools that are used to determine family goals as well as barriers to achieving self-sufficiency. Identification of initial family needs are identified in the Individual Training and Service Plan, which is incorporated in the Contract of Participation. Finally, FSS staff and the Program Coordinating Committee continue to gain an understanding of family needs as the program grows and they see first hand how each family has specific issues that must be addressed.

The delivery of services by IHA determines the success of the self-sufficiency program efforts. To accomplish this, IHA established an Office of Resident Relations that reports to the Executive Director of the Housing Agency. The agency's self-sufficiency program is administered by the FSS Program Coordinator, four (4) FSS Case Managers, one Recruiter, HOPE VI Representative, and an Economic Development Coordinator. It is the responsibility of the above staff to insure that services, which are committed by IHA, are available and delivered. Staff is responsible for identifying and assessing family skills and needs, utilizing interviews and written assessment tools. They develop the Individual Training and Services Plan (ITSP) and the Contract of Participation. Outside agencies such as Goodwill, INET and INHP may also provide assessment, development of the ITSP and case management services. The Case Managers maintain regular contact with their FSS families, which help build trust between the participants and the Housing Agency.

The FSS Program Coordinator executes the contract after receiving the assessment and ITSP from the family's caseworker. The Coordinator provides periodic monitoring and tracking of each FSS family. FSS staff provides ongoing monitoring and support to families in meeting their goals and advocate for services as needed. In addition, a 30-day initial case review up to 120 days case review system has been established to insure families are on track and meeting their obligations. FSS Case Managers maintain a working relationship with the service providers and take appropriate action if service delivery is not appropriate. They update and revise the service provider network if they are not meeting the needs of the FSS families. IHA utilizes both internal, including FSS participants and external resources to monitor program effectiveness.

Office of Resident Relations (ORR) has the responsibility for administering the Family Self-Sufficiency Program, the Program Coordinating Committee provides technical support of the program and the network of providers that has been assembled. The Program Coordinating Committee (PCC) links the services in a coordinated manner in conjunction with the changing federal and State "Welfare to Work" legislation.

19.13 Program Termination; Withholding of Services; and Available Grievance Procedures

The Contract of Participation may be terminated before the expiration of the term by any of the following:

- Housing Choice Voucher assistance is terminated.
- When IHA determines that the head of household or other participating family member has failed to fulfill the terms of the Contract of Participation, including compliance with the public housing lease or the Housing Choice Voucher lease, and any extension thereof.
- Failure of a Housing Choice Voucher family to comply with the contract requirements because the family has moved outside the jurisdiction of IHA.
- Withdrawal of the family from the FSS program.
- Mutual consent of both parties.
- By such other act as is deemed inconsistent with the purpose of the FSS program.
- By operation of law.

The FSS Contract of Participation provides that the family must comply with the assisted lease. Therefore, noncompliance with the Public Housing dwelling lease is grounds for termination. In the Housing Choice Voucher program serious and repeated violations of the lease are grounds for termination of assistance in the certification and voucher programs. Therefore, serious and repeated violations of the lease would be grounds for termination of the FSS contract as well as termination of housing assistance.

The Family Self-Sufficiency Program is geared to insuring that each participant realize their goals of economic independence and self-sufficiency and every effort will be made by the staff and Program Coordinating Committee to in power participants to reach self-sufficiency. As a result, the PCC has established the policy that ***"the option of withholding supportive services for contract violations will not be considered"*** since this may in fact compound family issues and further prevent the family from complying with their program requirements. If, however, the tenant continues on-compliant behavior, the staff may recommend termination from the program.

The decision to terminate a Housing Choice Voucher family from their housing assistance will be made by the Housing Choice Voucher Director in accordance with that program's regulations. It is important to note that the Housing Choice Voucher Program is not required to terminate Housing Choice Voucher assistance as a result of removal from the FSS program. IHA may also temporarily suspend participation in the program to allow the family time to become compliant.

If IHA staff decide to terminate a families participation in the FSS program or Housing Choice Voucher assistance because thefamily has failed to comply with it's FSS Contract of Participation, the Housing Agency will offer the family an Informal Hearing. The Informal

Hearing allows the family the opportunity to consider whether the decision to terminate was done in compliance with FSS program rules as well as in accordance with any appropriate laws, HUD regulations or IHA's approved or Housing Choice Voucher Administrative Plan. The Hearing will be conducted by any
person or persons designated by IHA, other than a person who made or approved the termination decision or subordinate of such person.

19.13.1 Non-participating Families

Families in targeted Public Housing programs, such as: Hope VI can be terminated if they refuse to participate in the FSS program. The Housing Choice Voucher Program can terminate housing assistance to families with a signed COP for not working on their goals.

19.14 Timetable for Program Implementation

IHA's Family Self-Sufficiency Program began within 12 months of HUD's initial approval of the FY' 93FSS Incentive Award for Housing Choice Voucher units. Within this time frame, IHA hired an FSS Coordinator, who began outreach, participant selection and enrollment activities.

Indianapolis Housing Agency has completed enrollment of the total number of families required to be served under the FSS minimum program size of 1,082 and began delivery of supportive services within two years from the date of notification of approval of the application for new public units for a public housing FSS program or for new rental vouchers under the Housing Choice Voucher Program.

19.15 Certification of Coordination

The Family Self-Sufficiency Program operates under the direction of the Indianapolis Housing Agency's Office of Resident Relations, which helps to insure close coordination and effective utilization of services.

The Indianapolis Housing Agency certifies that the development of the services and activities under the Family Self-Sufficiency Program has been coordinated with the Job Opportunities and Basic Skills (JOBS) Training Program under Part F of Title IV of the Social Security Act; the programs provided under the Job Training Partnership Act (JTPA); Workforce Investment Act (WIA) and any other relevant employment, child care, transportation, training and education programs in the greater Indianapolis area. IHA further certifies that implementation will continue to be coordinated in order to avoid duplication of services and activities.

19.16 Record Keeping and Program Evaluation

The key to determining whether the concepts and philosophies underlying the Family Self-Sufficiency Program outlined in this Action Plan are accurate and the program effective is

found in the design of the project and the record keeping which will take place. The Indianapolis Housing Agency's intent is to insure that adequate baseline and process information will be available through which the program can be monitored and evaluated by the Family Self-Sufficiency Coordinator and others as approved by the Executive Director.

Section 20

Project Based Vouchers

Project-based vouchers for existing units are component of the Indianapolis Housing Agency's Housing Choice Voucher Program. Initially, the Indianapolis Housing Agency will make 20% of its baseline vouchers available for assistance to specific existing housing units if the owner agrees to set-aside a portion of the units in an existing development specifically for tenants who meet the income limits and other requirements of the Indianapolis Housing Agency's Housing Choice Voucher Program.

Families may apply directly at the approved Project Base sites for available units. Owners select families for occupancy of a particular unit after screening each family the family must then be referred to and approved by the IHA.. Each month, the Indianapolis Housing Agency pays the owner the difference between 30 percent of adjusted family income and the gross rent of the unit.

Under the project-based voucher program for existing units, the IHA enters into an assistance contract with the owner for specified units and for a specified term. The IHA and the owner execute an agreement to enter into housing assistance payments (HAP) contract for up to a ten-year term that is dependent on availability of funding under the IHA's ACC with HUD. The HAP contract establishes the initial rents and describes the responsibility of the PHA and the owner. Rents are set based upon market comparable units and may not exceed 110% of the published existing housing fair market rents. In addition, the HAP contract establishes the minimum housing quality standards that all units must meet before assistance can be paid on behalf of a family. These standards must be maintained throughout the term of the assisted tenancy.

The IHA will project-base vouchers for an existing property only if the contract is consistent with the IHA's goal of de-concentrating poverty and expanding housing and economic opportunity. The IHA requires all new contracts to the project-based voucher assistance program be for units in census tracts with poverty rate and minority concentration of less than 20 percent.

Specific Participation Requirements

1. To be considered for participation, at a minimum, the applicant must meet threshold requirements. The IHA will evaluate and rate all applications for assistance that meet the threshold requirements and rating factors for award described in the Application for Section 8 Project-Based participation for existing housing. Threshold requirements for participation are:

    - Proven Ownership of proposed property.
    - Certification of previous compliance with Fair Housing and Civil Rights Laws; and
    - Certification that the applicant has not been deemed ineligible for participation in Federal and IHA programs.
    - Property must be located in a census tract with a poverty and minority concentration rate of less than 20 percent.

Applications that meet threshold criteria will be further rated based on proven management experience, property maintenance expertise, financial responsibility, and condition of property.

2. Investment of funds in property—The IHA will project-base voucher assistance without any requirement that the owner invest other funds in the property.

3. Income Mix—No more than 25 percent of the units in a building may receive project-based voucher assistance. Single-family dwellings are exempt form the 25 percent limit. A building with up to four units is considered a single-family dwelling.

4. Resident Choice and continued assistance—Families occupying units with project-based voucher assistance have the right to move after one year with tenant-based voucher assistance, a family that is referred to IHA from the owners' site based must replace it. This will ensure that the specified number of subsidies continue to be used and the development throughout the term of the IHA's contract with the owner.

5. All selected approved applicants (owners) must sign a Project Base HAP Contract (for HUD 52530A or 52530B.

6. Contract Term and extension—The IHA has the discretion to set the initial contract term for any period of time up to a maximum of ten years, subject to the availability for adequate annual appropriations. The initial contract may be extended for the period that the IHA considers appropriate to achieve long-term affordability or to expand housing opportunities. At the IHA's option, the initial contract many bind the owner to accept extensions offered by IHA.

7. HQS and Inspections –Each unit identified to receive project-based assistance must pass an HQS inspection before a Hap contract can be signed, project based voucher contracts are subject to the same annual inspection requirements as regular vouchers, except that the IHA is permitted to develop a streamlined inspection system for the development rather than inspecting each unit each year.

8. Rent - The IHA's contract with the owner sets the rent for each unit with project-based assistance. The amount of the rent may not exceed the lower of the applicable minimum level, as explained below, or the "reasonable" rent in light of the rents charged for comparable unassisted units in the area. The applicable maximum is the maximum voucher payment standard which is 100 percent of the HUD-determined fair market rent (FMR). Up to this maximum, the rent for a unit is allowed as long as the rent is reasonable.

9. Rent Increases - Rent increases during the term of the contract may be approved by the IHA so long as the increased rents do not exceed the above rent limits and are reasonable. HUD's annual adjustment factor does not apply.

10. Family Share of the Rent – Families with project-based vouchers pay a flat 30 percent of their adjusted income for rent and utilities.

11. Wait List –The individual project base sites maintain their wait lists for project based voucher assistance. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on their wait list. No family is required to accept project-based assistance. Families that reject an offer of project-based assistance or are rejected by the owner and are on the tenant-based list retain their place on that list.

12. Targeting—Tenant-based voucher eligibility and targeting rules apply to project-based assistance for existing housing. This means that the income of families selected for project-based voucher units is considered in determine whether the IHA has complied with the requirement that at least 75 percent of the new admissions to the voucher program each year must have incomes at or below 30 percent of the area median income.

13. Vacancy Payments—As an incentive for owners to enter into project-based contracts, the IHA will offer vacancy payments to owners. Vacancy payments are limited to 60 days. However, the IHA and owners must seek to reduce the need for vacancy payments, and such payments will not be made if the vacancy is the fault of the owner (e.g. the unit does not pass re-inspection or IHA refers at least three families to the owner, but the owner refused to select any of them). The IHA has discretion to reduce the number of units under a project-based voucher contract if no family accepts a unit within 120 calendar days of the owner's notice to the IHA of the vacancy. The IHA will then reissue the subsidy as a tenant-based voucher.

14. Location—The IHA will issue project-based vouchers for a property only if the contract is consistent with the goal of de-concentrating poverty and expanding hosing and economic opportunities. The IHA requires that all new contracts to project-based voucher assistance must be for units in census tracts with poverty rate and minority concentration of less than 20 percent.

Section 21

Section 8 Home Ownership

The Indianapolis Housing Agency (IHA) wishes to provide opportunities for individuals and families to become more economically empowered and secure through building family stability and wealth with homeownership options. Long viewed as one of the best ways for American families to create and pass on wealth, homeownership also offers many other valuable advantages. Recent studies have revealed, for example, that positive outcomes for children are dramatically increased through the stability of living in a family-owned home.

In offering the Section 8 Housing Choice Voucher Homeownership Option and ROSS Public Housing Homeownership Supportive Services Option, we seek to extend these and other benefits to participants to the individuals and families that we serve through the IHA Housing Choice Voucher Program.

The Indianapolis Housing Agency (IHA) will offer the homeownership option to all participants who meet the following eligibility requirements:

- The participant family is currently enrolled in the Family Self-Sufficiency (FSS) Program and in compliance with the FSS contract; or

- The participant family is a graduate of the IHA Family Self-Sufficiency (FSS) Program (or other Housing Authority's FSS Program, approved by IHA)

The Indianapolis Housing Agency will not offer the Section 8 Homeownership option to applicant families who are not currently participating in the Section 8 program.

The Indianapolis Housing Agency will offer vouchers to Public Housing families, who have satisfied the criteria of the ROSS Public Housing Homeownership Supportive Services Option as mandated by the grant (ROSS Homeownership and Supportive Services GMC Assignment Number HO-IN017-14043) approved by HUD. Vouchers may be issued as special admissions (see page 3, Special Funding), as requested and if available.

Additionally, under the ROSS Public Housing Homeownership Supportive Option applicant families must have completed an initial lease term and their first recertification in order to be eligible for the program. Applicants must have no more than (1) late rental payment in the last 12 months. Applicants must be eligible to receive a Housing Choice Voucher. Approved applicants may receive a Housing Choice Voucher by way of Special Admission (see Special Funding Page 3). (CFR982.203)

The Indianapolis Housing Agency will provide homeownership program opportunities up to 100 families at any given time.

21.1 Initial Homeownership Program Eligibility Requirements [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

The family must be eligible for the Housing Choice Voucher program.

The family must qualify as a first-time homeowner, or may be a co-operative member.

The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000 hours, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, in which case the minimum income is equal to the amount of a monthly SSI payment for a single person without dependents, multiplied by 12. Unless the elderly or disabled, income from welfare assistance will not be counted toward this requirement.

The family must meet the Federal minimum employment requirement.

At least one adult family member who will own the home must be curently employed full time and must have been continuously employed for one year prior to homeownership assistance.

HUD regulations define “full time employment” as not less than an average of 30 hours per week.

A family member will be considered to have been continuously employed even if that family member has experienced a gap in employment, provided that the gap in employment:

1. Did not exceed 30 calendar days; and
2. The gap in employment did not occur within the 3 month period immediately prior to the family’s request to utilize the homeownership option; and
3. There has been no more than one (1) gap in employment within the past 12 calendar months.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

The Indianapolis Housing Agency will impose the following additional initial requirements:

- The family may not owe money to the Indianapolis Housing Agency or any other Housing Authority.
- The family may not have committed any serious or repeated violations of a PHA-assisted lease within the past 12-month period.

21.2 Homeownership Counseling Requirements [24 CFR 982.630]

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. Families will have the option of attending

homeownership counseling, at their own expense, through approved not-for-profit organizations.

The following topics will be included in the homeownership counseling sessions:

- Responsible homeownership
- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to find homes in such areas;
- Information about Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions

21.3 Eligible Units [24 CFR 982.628]

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may not be any of the following:

1. A public housing or Indian housing unit;
2. A unit receiving Section 8 project-based assistance;
3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
4. A college or other school dormitory;
5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

There must be a unit already existing or under construction at the time the family signs the contract of sale to purchase the home.

The unit is a one-unit property, duplex, town/row house or a single dwelling unit in a cooperative or condominium. A home in a planned use development, a loft or live/work unit,

or a manufactured home to be situated on a privately owned lot or a leased pad in a mobile home park.

The unit has been inspected by the Indianapolis Housing Agency and by a qualified independent inspector designated by the family. The American Society of Home Inspectors (ASHI) or the National Association of Home Inspectors (NAHI) must certify the independent inspector to conduct home inspections.

The unit meets HUD's Housing Quality Standards and all requirements defined in this Administrative Plan.

The Indianapolis Housing Agency will not approve the seller of the unit if it has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

21.4 PHA Search and Purchase Requirements [24 CFR 982.629]

The Section 8 rental assistance will continue under the terns of the participant's rental agreement until a home is found to purchase. As required by HUD, the Indianapolis Housing Agency has established the maximum time that will be allowed for a family to locate and purchase a home. The family's deadline date for locating a home to purchase will be 180 calendar days from the date the family's eligibility for a home loan is approved. The family must purchase the home within 90 calendar days of locating a home to purchase.

These time limits do not apply to disabled or elderly participants.

21.5 Inspection and Contract [24 CFR 982.631]

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing**,** electrical and heating systems.

The independent inspector must not be an Indianapolis Housing Agency employee or contractor. The Indianapolis Housing Agency will not require the family to use an independent inspector selected by the Indianapolis Housing Agency. The Indianapolis Housing Agency requires that the inspector is a member of the American Society of Home Inspectors (ASHI)

or National Association of Home Inspectors (NAHI) certified to conduct residential home inspections.

Copies of the independent inspection report will be provided to the family and the Indianapolis Housing Agency. Based on the information in this report, the family and the Indianapolis Housing Agency will determine whether any pre-purchase repairs are necessary.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the Indianapolis Housing Agency. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

- Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;
- Provide that the purchaser is not obligated to pay for necessary repairs; and
- Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

21.6 Financing [24 CFR 982.632]

The family is responsible for securing financing. The Indianapolis Housing Agency has established financing requirements, listed below, and may disapprove proposed financing if it is determined the that the debt is unaffordable.

The Indianapolis Housing Agency will prohibit the following forms of financing:

- Balloon Payment Mortgages
- Seller Financing
- Land Contracts
- Package Loans
- Wrap-Around Loans

21.7 Continued Assistance [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month the family moves out.

The family must comply with the following obligations in order to continue to receive homeownership assistance:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).
- The family must supply information to the Indianapolis Housing Agency or HUD as specified in CFR 982.551(b). The family must further supply any information required by the Indianapolis Housing Agency or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the Indianapolis Housing Agency before moving out of the home.
- The family must notify the Indianapolis Housing Agency if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must attend and complete ongoing homeownership counseling.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

21.8 Maximum Term of Homeownership Assistance [24 CFR 982.634]

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 20 years or longer, or
- 10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

21.9 Homeownership Assistance Payments and Homeownership Expenses [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the Indianapolis Housing Agency will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher Program. The only exception shall be that of unit size, which is established at time of home purchase, and will not alter during the time of homeownership assistance.

The Indianapolis Housing Agency will pay the homeownership assistance payment to the lender via electronic payment transfer.

Some homeownership expenses are allowances or standards determined by the Indianapolis Housing Agency in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

- Principal and interest on mortgage debt.
- Mortgage insurance premium (if required by lender or paid by homeowner).
- Taxes and insurance**.**
- The Indianapolis Housing Agency utility allowance used for the voucher program.
- The Indianapolis Housing Agency allowance for routine maintenance costs equal to $50.00 per month.
- The Indianapolis Housing Agency allowance for major repairs and replacements equal to $50.00 per month.
- Principal and interest on debt for improvements.

If the home is a cooperative or condominium, expenses also include operating expenses or maintenance fees assessed by the homeowner association.

21.10 Portability [24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving housing authority is administering a voucher homeownership program and accepting new homeownership families.

The receiving housing authority may absorb the family into its voucher program, or bill the Indianapolis Housing Agency. The receiving housing authority arranges for housing counseling and the receiving agency's homeownership policies apply.

21.11 Moving With Continued Assistance [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The Indianapolis Housing Agency prohibits more than one move by the family during any one-year period.

The Indianapolis Housing Agency will deny permission to move with continued rental or homeownership assistance if it is determined that there is insufficient funding to provide continued assistance.

The Indianapolis Housing Agency will require the family to complete additional homeownership counseling prior to moving to a new unit with continued assistance under the homeownership option.

21.12 Denial or Termination of Assistance [24 CFR 982.638]

The Indianapolis Housing Agency will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

The Indianapolis Housing Agency will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA insured mortgage, and the family fails to demonstrate that:

1. The family conveyed title to the home as required by HUD, and
2. The family moved within the period required by HUD.

The Indianapolis Housing Agency will terminate homeownership assistance if the family:

- Transfers or conveys ownership of the home;
- Fails to provide requested information to the Indianapolis Housing Agency or HUD;
- Fails to notify the Indianapolis Housing Agency before moving out of the home;
- Fails to use the assisted homeownership unit for residence by the family. The homeownership unit must be the family's only residence;
- Leases or rents out the homeownership unit;
- Commits any fraud, bribery or any other corrupt criminal act in connection with the program;
- Engage in drug-related criminal activity, or violent criminal activity (I.A.W. 24 CFR §982.553);

An assisted family, or members of the family may not receive Section 8 tenant-based assistance (including homeownership assistance) for the same unit or for a different unit,

under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

Failure to comply with the Family Obligations Under the Section 8 Program or IHA Home Ownership policies.

IHA shall have the discretion to waive or modify any provision of the Homeownership Supportive Services Program or policies not governed by the statue of regulation for good cause or to comply with changes in HUD regulations or directives.

21.13 Requirements to Change a Homeownership HCV to a Rental HCV

A family will have to demonstrate that a significant change has occurred which caused a financial hardship to the family such as:

- Family begins receiving Social Security Insurance (SSI) because the head-of-household or co-applicant (as listed on the mortgage note) is no longer employed, or
- The death of the head-of-household who was employed or receiving SSI and caused the family's income to decrease significantly, or
- The death of the co-applicant (as listed on the mortgage note) who was employed or receiving SSI and caused the family's income to decrease significantly, or
- When there is a financial hardship because of pre-existing problem(s); which can cause a health problem, and the family was not aware prior to purchasing. Such problems can be: mole, radon, underground gas leaks, or a situation detrimental to the family as defined by the Health Department or an inspection.

BOARD APPROVED

Admissions & Continued Occupancy Policy (ACOP)

INDIANAPOLIS HOUSING AGENCY

ADMISSIONS & CONTINUED OCCUPANCY POLICY

(A.C.O.P.)

This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because, as set forth by HUD, it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of applicable sections of Title I of United States Housing Act of 1937 (42 U.S.C. §1437, *et. seq*.) as amended by § 511 of the Quality Housing and Work Responsibility Act of 1998. (24 C.F.R. § 903, Interim Rule.)

ADMISSIONS AND OCCUPANCY POLICY GOVERNING

HUD-Aided Low Rent Public Housing Operated by

The Indianapolis Housing Agency

SECTION I. INTRODUCTION

1. Mission Statement: Our mission is to be a *top performing* agency that:
   - Provides *quality* and *affordable* housing,
   - Contributes to *safe communities*, and
   - Encourages *individual* and *family self-sufficiency*.

2. Purpose of Policy: The purpose of the policy Admissions and Continued Occupancy Policy, hereinafter referred to as "Policy", is to establish guidelines for the Indianapolis Housing Agency ("IHA" or "Agency") staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this Policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for consistent local policies and procedures.

   The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and IHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

   Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900, *et, seq*.

3. Primary Responsibilities of IHA:

   A) Informing eligible families of the availability of public housing assistance;
   B) Determining and posting annually all utility allowances;
   C) Receiving applications from families and determining their eligibility for assistance;
   D) Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;
   E) Approving leases;
   F) Collecting rent on a monthly basis from tenants;
   G) Annual re-examinations of income, family composition, criminal backgrounds, and redetermination of rent;
   H) Authorizing and processing evictions; and
   I) Ongoing maintenance and modernization of the public housing inventory.

4. Objectives: The objectives of this policy are to:

A) Promote the overall goal of drug free, decent, safe and sanitary housing by:

1) Insuring a social and economic mix of residents within each public housing community in order to foster social stability and upward mobility.
2) Lawfully deny admission or continued occupancy to applicants or tenants whose presence in a public housing community are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the community or create a danger to IHA employees.
3) Insuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.

B) Facilitate the efficient management of IHA in compliance with Federal Regulations by establishing policies for IHA inventory and staff.

C) Contribute to the Agency's fiscal responsibility.

D) Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, (42 U.S.C.§ 1601-6107: 24 C.F.R. part 146) and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

5. Outreach: Disseminate as much information as possible about Public Housing through the local media (for example: newspaper, radio, television, etc.). For those who call with inquiries, the IHA office staff may be available to convey essential information.

- IHA may hold meetings with local social community agencies.
- IHA may sponsor "Open House" programs within the public housing communities to attract potential tenants to view a public housing apartment.
- IHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income

families. The notice shall inform families where they may apply for Public Housing. IHA shall take affirmative steps to provide opportunities for participation in the program to persons who, because of such factors as race, ethnicity, sex, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CIHAS), IHA planned programs will be incorporated in the CIHAS.

SECTION II. FAIR HOUSING POLICY

It is the policy of IHA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing The Fair Housing Act (42 U.S.C. § 2000d – 1 to 3535: 24 C.FR. part 1), Equal Opportunity in housing and employment, and with the Americans with Disabilities Act of 1990 (42 U.S.C.§ 1601-6107: 24 C.F.R. part 146)

Specifically, IHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, IHA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenant’s file.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement that states what conditions and to whom HUD will release resident information.

All third party requests, for information involving an applicant or participant, must be accompanied by a release request, signed by an authorized applicant, in order for IHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law regulations. IHA may be compelled to release certain information pursuant to a valid legal process. However, IHA will reserve the right to defend these information requests if deemed necessary.

(Reference HUD Form 9886)

SECTION IV. Violence Against Women Act (VAWA) OF 2005

There is no question that domestic violence can be a mitigating factor in a family's failure to comply with any program requirement. If the claim of domestic violence is sufficiently documented, then the IHA will weigh all the circumstances of the case and determine whether the mitigating facts outweigh the family's failure to comply with program requirements.

SECTION IV DECONCENTRATION RULE

1. The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the housing authority is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the housing authority will take action to insure that no individual has a concentration of higher income families in one or more of the developments. To insure that the housing authority does not concentrate families with higher income levels, it is the goal of the housing authority not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. The housing authority will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the housing authority's computer system.

2. To accomplish the deconcentration goals, the housing authority will take the following actions:

   A) At the beginning of each housing authority fiscal year, the housing authority will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous housing authority fiscal year.

   B) To accomplish the goals of:

      1) Housing not less than 40% of its public housing inventory on an annual basis with families that have incomes at or below 30% of area median income, and

      2) Not housing families with incomes that exceed 30% of the area median income in development that have 60% or more of the total household living in the development with incomes that exceed 30% of the area median income, the housing authority's Tenant Selection and Assignment Plan, which is a part of this policy, provides for skipping families on the waiting list to accomplish these goals.

SECTION V. DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference including any subsequent amendments, as if fully set out herein.

1. Accessible dwelling units – When used with respect to the design, construction or alteration of an individual dwelling apartment, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. An apartment 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 a specific individual is making an individual dwelling apartment in an existing facility accessible for use, the apartment will be deemed accessible when it meets the standards that address the impairment of that individual.

2. Accessible Facility – Means all or any portion of a facility other than an individual dwelling apartment used by individuals with physical handicaps. [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 apartment 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. Allocation Plan – The plan submitted by IHA and approved by HUD under which IHA is permitted to designate a building or portion of a building for occupancy by Elderly Families or Disabled Families. [24 CFR §945]

6. Alteration – Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-

roofing, interior decoration or changes to mechanical systems. [24CFR §8.3 & §8.23(b)]

7. Applicant – A person or a family that has applied for admission to public housing.

8. Area of Operation – The jurisdiction of IHA as described in State law and IHA'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." **IMPORTANT:** see the definition of Net Family Assets, for assets used to compute annual income. (see 24 CFR 913.102 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 apartment of an IHA resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by IHA must demonstrate separate residence) and do not live in the public housing apartment. 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.

13. 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. [24 CFR §913.102]

14. Designated Family – Means the category of family for whom IHA elects to designate a community (e.g. elderly family in a community designated for elderly families) in accordance with the 1992 Housing Act. [24 CFR §945.105]

15. Designated Housing – A community(s), or portion of a community (ies) designated for elderly only or for disabled families only in accordance with the Housing Opportunity Program Extension Act of 1996.

16. 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 §945.105)

17. 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 preference for involuntary displacement. (24 CFR §913.103)

18. Divestiture Income – Imputed income from 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 §913.103) in this section.)

19. 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 §945.10)

20. Elderly Person – A person who is at least 62 years of age. (24 CFR §945.105)

21. Extremely Low-Income Family – Extremely low-income family means a family whose Annual Income does not exceed 30% 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 (24 CFR § 5.603).

22. 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 IHA housing; OR two or more persons who are not so related, but are regularly living

together, can verify shared income or resources that will live together in IHA housing.

Buildings can also be designated for disabled families by following the requirements of the 1992 Housing Act. This entails preparing an allocation plan noting which buildings (if any) will be set aside for the disabled and preparing a supportive services plan. HUD approval is required for both the allocation and the supportive services plans.

23. 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 913.102).

24. Head of the Household – Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

25. Individual with handicaps, Section 504 definition [24 CFR §8.3] The Section 504 definitions of individual with handicaps and qualified disability with handicaps are not the definitions used to determine 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 handicaps means any person who has:

a) A physical or mental impairment that:
substantially limits one or more major life activities;
b) has a record of such an impairment; or
c) is regarded as having such an impairment.
d) For purposes of housing program, 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.

e) Definitional elements:

i) As used in this definition the phrase, "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; muscular skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genital-urinary; hemic and lymphatic; skin; and endocrine; or

ii) 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.

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

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

v) **"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;

- Has a physical or mental impairment that substantially limits one or more major life activities only as a 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.

26. Involuntary displacement – One of the local preferences for admission. [24 CFR §960.211(c), 960.213] An applicant qualifies for this preference if: the applicant has been involuntarily displaced and is not living in standard, permanent replacement housing or within no more than six months from the date of preference status certification by the family or verification by IHA

that the applicant will be involuntarily displaced. (Standard permanent replacement housing is defined later in this section.)

An applicant is or will be involuntary displaced if the applicant has vacated or will vacate (as described above) his or her housing apartment as a result of one or more of the following actions:

i) A disaster, such as flood or fire resulting in the inhabitability of an applicant's apartment;

ii) Activity carried on by an agency of the United States, or by any State or local governmental body or agency in connection with code enforcement, or a public improvement program, or developmental program;

iii) Action by a housing owner that forces an applicant to vacate his/her apartment, provided:

- The reason for the owner's action is beyond an applicant's ability to control,
- The action occurs despite the applicant's having met all previously imposed conditions of occupancy, and
- The action taken is other than a rent increase.

iv) Examples of actions taken by a housing owner that cause an applicant to vacate an apartment include BUT ARE NOT LIMITED TO:

- Conversion of the apartment to non-rental or non-residential use;
- Closing of the apartment for rehabilitation or any other reason;
- Notice to an applicant that he/she must vacate an apartment for the owner's personal/family use or occupancy;
- Sale of the apartment in which the applicant resides under an agreement to vacate when possession is transferred;
- Any other legal act that results or will result in the withdrawal of the apartment by the owner from the rental market.

v) The reasons listed above do not include vacating the apartment by the resident as a result of actions taken because the resident refused to:

- Comply with applicable program policies or procedures under the 1937 Housing Act with respect to the occupancy of under-occupied or overcrowded units;

- Accept a transfer to another housing apartment in accordance with the policies and procedures of a HUD-Approved desegregation plan.

vi) An applicant is also involuntary displaced if:

- The applicant has vacated his/her housing apartment as the result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household.

- The applicant lives in a housing apartment with an individual who engages in such violence.

  To qualify as involuntarily displaced by domestic violence, the applicant must demonstrate that the violence occurred recently or is of a continuing nature. If the family is admitted, based on documentation presented by the applicant, IHA may terminate assistance to the family for breach of this certification.

vii) An applicant is also involuntary displaced if:

- Family members provided information on criminal activities to a law enforcement agency and based on an assessment of an actual or potential threat to the safety of family member(s), the agency recommends re-housing the family to avoid violence against family members as a reprisal for providing such information.

- One or more members of the applicant family have been victims of one or more hate crimes, and the family has vacated because of such a crime or the fear associated with such a crime. Hate crime shall be defined as: actual or threatened physical violence or intimidation that is directed against a person or his or her property because of the person's race, color, religion, sex, national origin, handicap, or familial status. IHA will attempt to determine whether the hate crime occurred recently or is of a continuing nature.

- A member of the family has mobility or other impairment that makes the person unable to use a critical element of his/her apartment. This category of displacement applies only when the owner is not legally obligated to make changes to the apartment that would make the critical

element accessible to the person with disabilities as a reasonable accommodation.

27. Kinship care – An arrangement in which a relative or non-relative becomes primary caregiver for a child or children but is not the biological parent of the child or children.

28. Live-in Aide – A person who resides with an elderly person(s) or person(s) with disabilities and who: (a) is determined by IHA 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 apartment except to provide the necessary supportive services. (24 CFR 913.102)

IHA policy on live-in aides stipulates that:

i) Before a live-in aide may be moved into an apartment, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the apartment and comply with the lease terms as the result of such care;

ii) Move-in of a live-in aide must not result in overcrowding of the existing apartment (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger apartment);

iii) Live-in aides have no leasehold rights to the apartment as a remaining member of a resident family;

iv) Relatives who satisfy the definitions and stipulations above may qualify as a live-in aide but only if they sign a statement prior to moving in relinquishing all right to the apartment as the remaining member of a resident family.

v) A live-in aide can be a single person. A live-in aide with a family may also be considered for admission to the apartment provided that the addition of the live-in aide's family does not result in overcrowding of the existing apartment. The live-in aides and adult members of the live-in aide's family must meet IHA'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 which 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 which adversely affect the health, safety, or welfare of other residents or staff or cause damage to the apartment or the development; and

- A record of eviction from housing or termination from any other residential programs.

29. 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 (24 CFR §913.102).

30. Medical Expense Allowance – For purposes of calculating adjusted income for elderly or disabled families only, medical expenses means expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance (24 CFR §913.102).

31. Minor – A minor is a person less than 18 years of age. An unborn child will not be considered a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

32. Mixed Population Community – Means a public housing community for elderly and disabled families. The IHA is not required to designate this type of community or prepare an allocation plan, for HUD approval. [24 CFR 945.105]

33. Multifamily housing community – For purposes of Section 504, means a community containing five or more dwelling units. [24 CFR §8.3]

34. 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). 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 §945.105]

35. 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. [24 CFR §945.105]

36. Net Family Assets – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR §913.105]

    i) Real property (land, houses, mobile homes).
    ii) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals).
    iii) Cash value of whole life insurance policies.
    iv) Stocks and bonds (mutual funds, corporate bonds, savings bonds).
    v) Other forms of capital investments (business equipment).
    vi) Net cash value is determined by subtracting the reasonable cost likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such cost are: brokerage or legal fees, settlement cost for real property, or penalties for withdrawing saving funds before maturity.
    vii) 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 application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
    viii) 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 §913.102).

37. Paying more than 50% of income for rent – This is one of IHA's local preferences for admission. A family must be paying more than 50% of income for rent at the time of verification by IHA to qualify for this preference. [24 CFR §960.215]

    An applicant does not qualify for this preference if either of the following is applicable:

    i) The family is paying 50 percent of income for rent for less than 90 days.
    ii) The applicant is paying 50 percent of income for rent because the applicant's housing assistance under certain HUD programs has been terminated because of the applicant's refusal to comply with applicable procedures on the occupancy of under-occupied and overcrowded units.

- The programs are: Section 8 programs or public and Indian Housing programs under the United States Housing Act of 1937; the rent supplement program under section 101 of the Housing and Development Act of 1965; or rental assistance payments under Section 236(f)(2) of the National Housing Act.

(a) Definitional Elements:

- Family Income: Is Monthly Income or 1/12 of Annual Income as defined in 24 CFR 913.102.
- Rent: Is the actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. Rent includes the monthly cost of shelter plus utilities when utilities are resident-paid.
- Utilities: If the utilities are purchased directly by resident from the utility providers the applicable utility cost is determined in one of two ways:

1) IHA's utility allowance for family-purchased utilities and services used in IHA's resident-based program;

OR

2) If the family chooses the average monthly payments that it actually made for these utilities and services for the most recent 12-month period; or if that information is not obtainable for the entire 12-month period, for an appropriate recent period.

Note: In 2007 IHA will be working with HUD to determine if a minimum usage utility fee may be assessed to tenants residing at sites whose utilities are on master meters. If approved by HUD, IHA will work with the property managers, utility companies, HUD, and affected resident organizations to determine the maximum usage fee to be implemented and charged to tenants, based on average usage and unit square footage.

(b) Amounts paid to or on behalf of the family under any energy assistance program must be subtracted from the rent amount to the extent that they are not included in the family's income.

(c) The formula for establishing rent burden preference can be expressed as follows:

i) Rent =Monthly rent for shelter
Plus monthly utilities and services
Less energy assistance payments not counted in Income

ii) 50% of Family Income =Annual Income divided by12 times .5

iii) Is (i) greater than (ii)? – If yes the family qualifies. If no the family is not entitled to the preference.

(d) Verification of income, rent, and utility payments - The same standards the Agency uses in verifying income for the purpose of determining eligibility and Total Tenant Payment are applicable to verification of this preference.

38. Service Provider – means a person or organization qualified and experienced in the provision of supportive services, and that is in compliance with any licensing requirements imposed by State or local law for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis. (24 CFR §945.105)

39. Single Person – A person who is **not** an elderly person, a person with disabilities, a displaced person, a pregnant person, or the remaining member of a resident family (24 CFR §945.105)

40. Standard Permanent Replacement Housing [24CFR §960.213(a)(2)] – such housing is:

a) decent, safe, and sanitary;
b) adequate for the family size;
c) occupied pursuant to a lease or occupancy agreement, and
d) Standard Permanent Replacement Housing does not include a transient facility such as a motel, hotel, or temporary shelter for victims of domestic violence or homeless families. In the case of domestic violence, the term does not include the housing apartment that the applicant, applicant's spouse, or other member shared with the person who engaged in the violence.

41. Spouse – Spouse means the husband or wife of the head of the household.

42. Substandard Housing [24 CFR §960.214] – This is one of IHA's local preferences.

a) An apartment is substandard if it:

1. Is dilapidated; dilapidated means the apartment:

   i) Does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or
   ii) Has one or more critical defects, or a combination of intermediate defects in sufficient number and extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack or repair, or from serious damage to the structure.

2. Does not have operable indoor plumbing.

3. Does not have a usable flush toilet inside the apartment for the exclusive use of a family (This element of the definition of substandard would not apply to multi-generation families or families doubled up in otherwise adequate units).

4. Does not have a useable bathtub or shower inside the apartment for the exclusive use of the family.

5. Does not have a safe or adequate source of heat.

6. Should, but does not, have a kitchen.

7. Has been declared unfit for habitation by an agency or department of government.

8. Single Room Occupancy (SRO) is not considered substandard <u>solely</u> because it lacks sanitary or food preparation facilities.

   b) Applicants who are homeless families are considered to be living in substandard housing. A homeless family includes any person or family who:

      Lacks a fixed, regular, and adequate nighttime residence; and has a primary nighttime residence that is:

      - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelter, and transitional housing for the mentally ill);

- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings.

9. Homeless family does NOT include any individual imprisoned or otherwise detained pursuant to an act of Congress or State law.

43. Supportive Services – Means services available to persons residing in a development, requested by disabled families and for which there is a need. The term may include, but is not limited to, meal services, health-related services, mental health services, services for non-medical counseling, meals, transportation, personal care, bathing, toileting, housekeeping, shore assistance, safety, group and socialization activities assistance with medications (in accordance with State law), case management, and personal emergency. (24 CFR §945.105)

44. Resident Rent – The amount payable monthly by the family as rent to IHA. Where all utilities (except telephone) and other essential housing services are supplied by the Agency, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential Housing Services are not supplied by the IHA and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Resident Payment less the Utility Allowance (24 CFR §913.102)

45. Total Tenant Payment (TTP) – The TTP is the highest of the following amounts, rounded to the nearest dollar: (1) 30% of the family's monthly adjusted income; (2) 10% of the family's monthly income; (3) 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 designated for housing; or (4) flat rent as opted for by the resident or (5) minimum rent.

46. 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)]

47. 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).

48. 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 (24 CFR §913.102).

49. Utility Reimbursement – Funds that are reimbursed to a resident or to the utility company on the residents behalf if the utility allowance exceeds the Total Resident Payment (24 CFR §913.102)

50. Welfare Assistance – Income assistance from federal or state welfare programs, including Temporary Assistance to Needy Families (TANF). Welfare assistance does not include assistance solely for the purpose of meeting housing expenses nor does it include programs that provide services for working families such as healthcare and children.

SECTION VI. ADMISSIONS

1. How to Apply: - The IHA operates site-based waiting lists. Families wishing to apply for Public Housing shall complete an application for public housing assistance.

   Applications will be accepted at the community site locations only. At these locations, applications are accepted for any community for which the waiting list is open.

   Applications are taken to compile a waiting list. Due to the demand for housing in IHA's jurisdiction, IHA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

   Completed applications will be accepted for all applicants and the information will be verified by IHA.

   Applications must be made in person at IHA during specified dates and business hours posted at IHA's Office and/or any designated community which will be publicized accordingly.

The application must be dated, time-stamped.

Individuals, who have a physical impairment, which would prevent them from completing an application in person, may call IHA to make special arrangements. A Telecommunication Device for the Deaf (TDD) is also available.

If the applicant is visually impaired, all notices must be in a format readable to the applicant.

2. Closing of Application Acceptance:

If IHA is taking applications, IHA may suspend the taking of applications for any individual community if the waiting list is such that additional applicants would not be able to occupy a public housing apartment within the next 12-month period. Application taking may be suspended by bedroom size, if applicable. IHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons, who cannot read the newspapers, IHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

3. Opening of Application Acceptance: When IHA starts taking applications for any community, the waiting list may be opened by bedroom size.

IHA will utilize the following procedures:

IHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The notice must contain the following:

a) The date applications will be accepted and the location where applications can be completed.
b) The date of acceptance and closing of applications must be published.
c) Briefly describe the Public Housing program; and
d) State that applicants for Public Housing must specifically apply for the Public Housing units and that applicants for Public Housing may also apply for the Section 8 Program, If the program is simultaneously accepting applications, and

they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance.

- To reach persons, who cannot read the newspapers, IHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

4. Application Period (Dates):- The application closing date may be determined administratively at the same time that IHA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

A. Nondiscrimination

1. It is the policy of IHA to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (24 CFR § 100.5)

2. IHA shall not discriminate because of race, color, sex, religion, familial status, disability, or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any community(s) under IHA '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.[1] (24 CFR § 100.5)

3. IHA shall not, on account of race, color, sex, religion, familial status, disability, or national origin:

   a) Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

[1]. Under certain specific conditions described in the Housing Opportunity Program Extension Act of 1996, IHA is permitted to designate occupancy of certain developments for older persons (including elderly people with disabilities).

b) Provide housing which is different from that provided others similarly situated;[2]

c) Subject a person to segregation or disparate treatment;

d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

e) Treat a person differently in determining eligibility or other requirements for admission;[3]

f) Deny a person access to the same level of services; or[4]

g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. IHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, 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. (24 CFR § 960.205)

5. IHA will establish policies and procedures that ensure equal housing opportunities for all. In accordance with §504 and the Fair Housing Amendments Act of 1988, IHA will make structural modifications to its housing and non-housing facilities (24 CFR §§ 8.21, 8.23, 8.24, and 8.25), and/or reasonable accommodations (24 CFR § 100.204) to permit persons with disabilities to take full advantage of the housing program.

   a) In making structural modifications or reasonable accommodations to existing housing programs, IHA 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

[2] A PHA is required to provide persons with disabilities housing that is appropriate for their need. Therefore, accessive or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to freely participate in the public housing program.

[3] Except that a PHA is required to offer reasonable accommodation to applicants with disabilities. This will not affect the PHA's screening or eligibility.

[4] This requirement applies to service provided by the PHA and services provided by others which has been authorized by the PHA and which takes place on PHA property.

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 community 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)]

v) take any action that would result in an undue financial and administrative burden on the Agency. [24 CFR § 8.24 (a) (2)]

6. When IHA makes substantial alterations (in developments with 15 or more units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, it must comply with the accessibility requirements for new construction (see 24 CFR § 8.23).

7. In general, accepting an applicant from a lower waiting list position before one in a higher position violates policy, federal law, and the civil rights of the other families on the waiting list. (24 CFR § 906.204 (a)(3)(ii)) Accordingly, IHA will not offer units in an order different from that prescribed by this policy except where necessary to comply with income mixing and the prohibition against concentration of extremely low-income families in certain community (ties) or building(s).

B. <u>Accessibility and Plain Language</u>

1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and other common areas must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test. (24 CFR § 8.20 and 8.21) Alternatively, where there are comparable programs or facilities, IHA will provide accessible transport that will permit a resident to use an accessible facility or participate in an accessible program at a building other than where the resident lives. (24 CFR § 8.20 and 8.21)

2. IHA will use best efforts to develop documents that use plain language and are written simply and clearly so that all applicants, including those with learning or cognitive disabilities, can understand the information contained in the documents. IHA may also, when appropriate, provide other forms of communication such as large print documents, documents on tape, or documents translated into a language other than English.

3. IHA will, to the extent possible, assist residents and facilitate third party assistance to residents, particularly those unable to read or to write in English and those suffering from mental retardation or other learning or cognitive disabilities. Assistance can include explaining documents orally or providing examples, having a third party (e.g. friend, relative or advocate) receive, interpret or explain housing documents, providing sign language or foreign language interpretation, or any other assistance intended to help residents better understand documents and issues.[5]

4. At a minimum, IHA will prepare the following information in a "plain language" accessible format:

    a) Marketing and informational materials.
    b) Information about the application process.
    c) The application form.
    d) All form letters notices to applicants and residents.
    e) General statement about reasonable accommodation.
    f) Orientation materials for new residents.
    g) Guidance or instructions about care of the housing apartment.
    h) Information about opening, updating or closing the waiting list.
    i) All information related to applicant's rights (to informal meetings, etc.).

C. <u>Marketing and Outreach</u>

1. It is the policy of IHA to conduct marketing and outreach activities that will promote income mixing and deconcentration of poverty. These efforts will take into consideration IHA's policy to address the needs of low-income and extremely low-income families, including elderly families and families with disabilities. The level and nature of marketing and outreach activities will be based on the level of vacancies in IHA units, the availability of units through

[5] Fair housing law require PHA to pay for a sign language interpretation for the hearing impaired. The laws do not establish the same requirement for foreign language interpretation.

turnover, and the waiting list characteristics. IHA will periodically assess the need for and scope of marketing and outreach activities.

2. Efforts will be made to target all agencies that serve and advocate for potentially qualified applicants.

3. All marketing materials will comply with the Fair Housing Act requirements with respect to wording, logo, size of, type, etc (24 CFR § 109. 30.6).

4. Marketing material will/should include:

   a) An accurate description of the housing units, application process, waiting list and preference structure;
   b) "Plain language" that incorporates more than strictly English-language print media;
   c) Clearly defined eligibility standards such as individuals and families and persons with physical and mental disabilities.
   d) IHA's responsibility to provide reasonable accommodations to persons with disabilities.

D. Qualifications for Admission

1. It is IHA's policy to admit only applicants who are eligible and able to meet the applicant selection standards.

2. An applicant is qualified if he or she meets all of the following criteria:

   a) Is a family as defined in Section IV, Definition 22, of this policy:

   b) Heads a household where all members of the household are citizens or eligible noncitizens; (24 CFR § 200, and §§ 912.5 - 912.14)

   c) Has an annual income at the time of admission that does not exceed 80% of area medium income ("AMI");

   d) Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers; (24 CFR §913.109)

   e) Meets or exceeds the Applicant Selection Criteria set forth in this policy, including mandatory attendance and successful completion of IHA's Pre-Occupancy Orientation session; (24 CFR §960.205) and

f) Is not currently adequately housed in an IHA dwelling apartment. Applicants who are listed on a current IHA dwelling lease (or are part of the household as verified by IHA records) and reside in an apartment meeting the occupancy standards for the family size are not qualified for admission and will not be placed on the waiting list for new applicants. (IHA may make exceptions to this requirement due to emergency conditions including but not limited to severe harassment, hate crimes, and witness protection, as authorized by IHA's Executive Director or designee)

SECTION VII. VERIFICATION AND DOCUMENTATION FOR ADMISSIONS AND CONTINUED OCCUPANCY

A. REQUIRED DOCUMENTATION

Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission. All members of the family defined above must either:

1. Submit SSN documentation; or

2. Sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant, who has signed a certification form, obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.
3. Valid government issued picture Identification

4. Verification will be accomplished by providing a valid Social Security card issued by the Social Security Administration.

5. IHA will accept copies of the Social Security card only when it is necessary for IHA to verify by mail the continuing eligibility of participant families.

6. If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by IHA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- Driver's license, that displays the SSN

- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance
- Company Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit leave
- Retirement benefit
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
- If IHA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.
- Applicants will not be placed on the waiting list until the documentation is provided and verified. Applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation.

Additional documentation that may be required in determining eligibility for admissions:

- Temporary Assistance To Needy Families (TANF)
- Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification
- Credit References (at initial admission or when adding someone to the lease)
- Credit Bureau Reports (at initial admission or when adding someone to the lease)
- Employer's Verification
- Landlord Verification (at initial admission or when adding someone to the lease)
- Social Security Benefits
- Assets Verification
- Bank Accounts

- Marital Status- Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple. The couple also certifies in their application for housing that they are married. Separation means the ending of co-habitation by mutual agreement. If *an applicant is* divorced* or separated and has children by that spouse, applicant must provide at least one of the verifications listed: A final divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced) Verification that applicant is pursuing child support through Department of Family and Social Services, Child Support Apartment or Circuit Clerks Office. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Family and Social Services, or through a court referee. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Family and Social Services for former spouse's children. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that both filed from different addresses.
- Personal References: Personal references may be used when an applicant cannot produce prior rental history records.
- Supplemental Social Security Income (SSI) Benefits
- Unemployment Compensation
- VA Benefits
- Any other reasonable information needed to determine eligibility requested by the IHA, which may include police reports.

NOTE: APPLICANT WILL BE PLACED ON WAITING LIST BASED ON "PRESUMPTIVE" ELIGIBILITY. THE IHA MAY NOT ACTUALLY VERIFY VARIOUS INCOME AND OTHER FACTORS UNTIL THE APPLICATION NEARS THE TOP OF THE WAITING LIST.

SECTION VIII. GROUNDS FOR DENIAL OF ADMISSION

1. IHA is not required nor obligated to assist families who:

A) Owes rent, other monies, or judgments to any IHA or any other federally subsidized housing program, the applicant will be declared ineligible. At IHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and successful completion of all necessary verification.

Note: Applicants that owe IHA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due <u>does not necessarily</u> qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to IHA, which has been discharged by bankruptcy, shall not be considered in making this determination.

A. Has previously been evicted from public housing.

B. Committed acts, which would constitute fraud in connection with any federal assisted housing program.

Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

C. Did not provide information required within the time frame specified during the application process.

D. Convicted of drug-related criminal activity or violent criminal activity. IHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

E. Has a history of not meeting financial obligations, especially the payment of rent.

F. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits, which may

adversely affect the health, safety or welfare of the other tenants.

G. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety, or welfare of other tenants.

H. During the interview process the applicant demonstrates hostile behavior that indicates the prospective applicant may be a threat to our public housing residents.

I. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

J. The applicant and all adults must sign a release allowing IHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies.

K. If the applicant is a former Public Housing or Section 8 participant who vacated the apartment in violation of their lease, the applicant may be declared ineligible.

L. If IHA determines that a person 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. IHA may waive this requirement if:

(1) The person demonstrates to IHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
(2) Has successfully completed a supervised drug or alcohol rehabilitation program;
(3) Has otherwise been rehabilitated successfully; or
(4) Is participating in a supervised drug or alcohol rehabilitation program.

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if IHA has reason to believe that the conduct of the applicant would be likely to interfere with other tenants in such a manner to

diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the community if the applicant were admitted to the community.

NOTIFICATION OF DENIAL

1. If an applicant is denied admission, IHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant fourteen (14) business days to request an informal meeting (verbal and/or in writing) with IHA. An IHA representative will hear the appeal and issue a decision, in writing within ten (10) calendar days of the meeting.

2. As a general rule, applicants may be denied admission to Public Housing under the following circumstances:

   A. Denied admission for one (1) year for the following:

   - Past rental record
   - Bad rent paying habits
   - Bad housekeeping habits, in and outside the apartment
   - Damages beyond reasonable wear and tear
   - Disturbances
   - Live-ins
   - Demonstrates hostile behavior during the interview process that indicates the applicant may be a threat to our residents.

   B. Denied admission for three (3) years for the following:
   - Persons evicted from public housing, Indian Housing, Section 8.
   - Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing beginning on the date of such eviction.

Note: IHA may waive this requirement if: the person demonstrates to IHA's satisfaction successful completion of a rehabilitation program approved by IHA, or the circumstances leading to the eviction no longer exist.

   C. Denied admission for five (5) years for the following:
   - Fraud (giving false information on the application).
   - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last

reported act, completion of sentence and/or probation period.

- Drug use without evidence of rehabilitation.

D. Denied admission for ten (10) years for the following:

- Conviction for drug trafficking

E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing community. Premises are defined as the building or complex in which the dwelling apartment is located, including common areas and grounds.

Note: As noted above these time frames are only guidelines and IHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

(SECTION IX WAS AMENDED ON September 7, 2005. AMENDMENT ATTACHED TO THE LAST PAGE OF THIS POLICY AS NEW SECTION IX.)

SECTION IX. RESIDENT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity: - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. IHA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting an apartment suitable to its need in any low-rent community operated by IHA.

2. Selection Process: - Tenants shall be selected from among eligible applicant families whose family composition is appropriate for available dwelling units. IHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing community, which provides a decent home and a suitable living environment and fosters economic and

social diversity in the resident body as a whole. Selection will be made in such a manner as:

A. For every fiscal year, IHA shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal for public housing shall be 40% of new admissions. In reaching the new admissions goals, IHA is required to avoid concentrating very low-income families in community (ties).

B. To maintain a resident body in each community composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in IHA's area of operation as defined by state law.

C. IHA will utilize waiting list as primary vehicle to define “order of selection” of applicants.

3. Order of Selection: - Applications will be filed in the following hierarchical order:

A. Apartment size/type needed by applicants; and
B. Preferences, if applicable; and
C. Date and time of successful completion of all necessary verification; and
D. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow IHA to skip families on the waiting list to accomplish this goal.

4. Verification of Preference, If Applicable: - At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

Note: An applicant can reject an offer 1 time before losing their place on the waiting list. If an applicant rejects the 1st offer, the applicant will be notified at that time that due to the fact they refused the offer of assistance, they will go to the bottom of the waiting list. This will be explained at time of application. IHA will notify the applicant that their actions may affect their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list a second time. If an applicant rejects 2 offers they will be “dropped from the list”.

5. Interviews and Verification Process

a) The following items will be verified:
   (i) Family composition and type (Elderly/non-elderly);
   (ii) Annual income;
   (iii) Assets and Asset income;
   (iv) Allowance Information;
   (v) Preferences;
   (vi) Social Security numbers and Birth Certificates of all family members
   (vii) Citizenship or eligible non-citizenship status
   (viii) Any other

b) Generally, IHA will use written third party verifications to substantiate applicant or resident claims. IHA may also use phone verifications with the results recorded in the file, dated, and signed by IHA staff; review of documents; and if no other form of verification is available, applicant certification. Applicants will be required to cooperate fully in obtaining or providing the necessary verifications.

c) Verification of citizenship or eligible non-citizenship status shall be carried out pursuant to 24 CFR §912.8 using the Immigration and Naturalization Service's (INS) SAVE system and, if needed, a manual search of INS records.

6. IHA'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 determination by IHA as to eligibility or ineligibility of the applicant; when eligible, the apartment size for which eligible; the preference rating, if any; and, the date, location, identification, and circumstances of vacancy offered and accepted or rejected.

E. Waiting List Management

1. Waiting List Preferences

a) IHA may give preferences to applicants on the waiting list or may add applicants to a waiting list based on certain family characteristics and income mix and deconcentration requirements. Applicants must provide verification of qualification for any preference.

b) IHA will not give preferences to applicants on the waiting list or will not add applicants to the waiting list based on a system of preferences if the following conditions exist:

i) There is an adequate pool of applicants already on the waiting list who are likely to qualify for a preference; and [See 24 CFR §960.207(b)(1)];

ii) It is unlikely that under IHA's system for applying the preference that the family making the application could qualify for assistance ahead of other applicants already on the waiting list. [See 24 CFR §960.207(b)(2)]; or

iii) Preferences will adversely affect IHA policy to promote income mixing or deconcentration of poverty.

c) The determination above is based on the preference system described in these policies, the preference or preferences claimed by applicants already on the waiting list, and the preference or preferences claimed by the applicant-seeking placement on the waiting list.

d) Change in Preference Status while on the Waiting List

i) Applicants who experience a change in circumstances that either qualifies or disqualifies them for a preference will be required to contact IHA immediately so their status on the waiting list may be updated.

ii) Upon determination that the family qualifies for a preference, they will be moved up on the waiting list in accordance to their preference(s), any ranking preference(s), and their date and time of application.

F. <u>The Preference System</u>

1. IHA preference system is used to establish the order of placement on the waiting list, not to guarantee admission, and every applicant must still meet IHA's Resident Selection Criteria (described later in this policy) before being offered housing. There may be factors

other than preferences that affect the selection of applicants from the waiting list.

2. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission, meet the definitions of the preferences described below.

3. Preferences are based on local housing needs and priorities and are also used to encourage and promote self-sufficiency among residents. IHA will apply the following preferences, all of which are ranked equally:

   a) Employment and/or Participation in Work Training Programs.

   While the Family is on the Waiting List- Employment of a previously unemployed family member, age 18 or older, at time of application or during processing of application that lasts at least 90 days and provides a minimum of 20 hours of work per week for the family member claiming the preference.

   At the Time of Offer - Employment of a previously unemployed family member, age 18 or older, employed at the time of IHA's offer of housing. Employment at the time of the offer must have been for a 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.

   - Employment periods may be interrupted but to receive the preference, a family must have an employed family member prior to the actual offer of housing as described above.
   - A family member that leaves a job after receiving the benefit of the preference will be asked to document the reasons for the termination. Someone who voluntarily terminates their employment (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to IHA and will lose their preference.
   - The amount earned shall not be a factor in granting this local preference. The 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 benefits, or any other payments based on the individual's inability to work. [24 CFR 960.212 (b)(1)]

i) Job Training - IHA will give a local preference for a family that can verify, at the time of initial application or while on the waiting list, participation in a job training program or graduation from such a program. The family must notify IHA if it enters such a program while on the waiting list and provide documentation of participation to IHA such as attendance and program files. IHA will not grant this preference if the family fails to provide documentation. Notice and verification of the preference claim must be received prior to the actual offering of housing to claim this preference applicants must be in good standing with respect to attendance and program rules of the training program.

b) Elderly, Disabled, or Disability - Families with the head, spouse or sole member who is 62 years or older, or is receiving social security disability, or SSI benefits, or any other payments based on the individuals inability to work.

4. IHA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

5. IHA will not give preference to an applicant if any member of the applicant family is a person evicted during the past three years because of drug-related criminal activity from housing assisted under the 1937 Housing Act. [24 CFR 960.211(b)(3)] IHA may give an admission's preference in any of the following cases:

a) Applicants must advise IHA at time of initial application of any factors that may qualify them for a preference;
b) If IHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
c) If IHA determines that the evicted person no longer participates in any drug-related criminal activity.

6. Administration of the Preferences

a) IHA requires that applicants certify to their qualification for preferences at the time of initial application.

b) Due to administrative constraints, the IHA generally cannot verify preferences at time of application. Hence, applicants

will generally self-certify their preferences at time of placement on the waiting list. Subsequently, when applicants come near the top of the waiting list, they will be required to verify their preferences. If that preference cannot be verified, the application will be placed on the non-preference waiting list according to date/time.

c) If at the time of initial application a preference is claimed, IHA will advise the family of the need to verify the claim. At the initial application interview, the family will be advised to notify IHA of any change that may affect their ability to qualify for a preference.

d) Applicants that are otherwise eligible and are certified or verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.

e) Families who claims a preference that do not qualify for a preference at the time of application 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 non-preference category.

f) Applicants that certify/verify to a preference at the time of initial application must be able to verify their continued preference status prior to the offer of an apartment. Applicants that cannot verify continued preference status would lose their preference qualification and their standing on the waiting list.

g) Families that lose their original preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of IHA's completion of all necessary verification.

6. Qualifying for Preferences. Applicants may not qualify for this preference if they were a resident family and refused to comply with applicable program policies or procedures with respect to the occupancy of under-occupied and over-crowded units; or failed to accept a transfer to another housing apartment in accordance with a court decree or in accordance with the policies and procedures of a HUD-approved desegregation plan.

7. Removal of Applicants from the Wait List. Applicants' names may be removed from the wait list either by being withdrawn or rejected.
The IHA will make two attempts to reach applicants mail. All attempts will be documented in the applicant's file.

Applicants' names may be withdrawn either at their request or because the IHA is unable to contact them. No informal hearing is required following withdrawal, although the IHA will maintain files of withdrawn applicants for three years or until the next HUD occupancy audit.

Applicants whose applications are rejected are entitled to an informal review, if requested within ten (10) calendar days of the notification of rejection. The files of rejected applicants will be held for three years or until the next HUD occupancy audit.

The IHA will remove an applicant's name from the wait list under the following circumstances:

Self-removal - The applicant requests removal.

Purge. The applicant fails to respond within the required time to the IHA Continued Interest Letter, which requests information and verifies continued interest to remain on the wait list. This request will occur at least once annually.

No Response to Scheduled Interview Contact Attempts. The IHA has made two attempts via mail to contact the applicant to schedule interviews necessary to complete the application process.

Failure to Reply. The applicant fails to keep a scheduled interview or fails to respond within a timely manner to the IHA requests for information that is necessary to process the application. In this case, the IHA will remove the applicant from the wait list. The applicant shall be notified in writing that he/she has ten (10) calendar days to request an informal review to appeal the removal.

8. Notice and Opportunity for a Hearing [24 CFR §960.211(e)]

a) IHA will provide a written notice of determination in those cases where an applicant does not meet the criteria for receiving 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 request an informal hearing to review the determination.

b) If the applicant requests an informal hearing, IHA shall designate an officer or employee to conduct the hearing. This person(s) may be the person who made the initial determination or reviewed the determination of his or her subordinate. 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, religion, national origin, age, disability, or familial status has contributed to IHA's decision to deny the preference.

H. Factors Other than Preferences that Affect the Selection of Applicants from the Waiting List

The Preference System described in this policy will work in combination with requirements to match the characteristics of the family to the type of apartment available including units with targeted populations. When such matching is required or permitted by current law, IHA will give priority to the families described below. The ability to provide priority for family types will depend on the apartment size available. These priorities will apply to applicants in both the preference and non-preference pool.

The following factors will affect the applicant's selection process:

1. Units with Accessible Features. IHA will give priority to families that include persons with disabilities who can benefit from the apartment features. If no family can be found for an apartment with accessible features, IHA will house a family not needing the apartment features subject to the procedures described in the Resident Selection and Assignment Plan, described later in this policy. Under this policy a non-disabled family in an accessible apartment can be required to move so that a family needing the apartment features can take advantage of the apartment.

2. Units Designated for Elderly or Disabled Families. IHA will give a priority to elderly or disabled families for units designated for such use.

   a) Units designated for the elderly[6] (24 CFR §§945.201, 945.105, and 945.303) - in accordance with the 1992 Housing Act elderly families with a head, spouse or sole

[6] This reference is to buildings or portions of buildings designated for the elderly by following the requirements of the 1992 Housing Act. Designation of housing for the elderly requires the preparation of an allocation plan. A public hearing must be held on the plan and the plan must be presented to HUD for review and approval.

member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan.

(i) When there are insufficient elderly families on the waiting list, near elderly (head or spouse ages 50-61) may receive a preference for this type of apartment.

(ii) When there are insufficient elderly or near-elderly families and units are ready for leasing more than 60 days all other family types are eligible for such units.

b) Units designated for the disabled[7] (24 CFR §945.105, 945.201, 945.203, 945.205, and 945.303) - in accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR §945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

3. Admissions Mandated by the Court. Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the Preference System. If permitted by the court order, IHA may offer the family a housing certificate or voucher.

4. Higher or Lower-Income Applicants. IHA will give a priority to higher or lower income applicants in order to achieve income mixing or to facilitate deconcentration of poverty.

I. Applicant Selection Criteria

C

1. All applicants will be screened in accordance with HUD regulations (24 CFR part 960) and sound management practices. During screening, IHA will determine applicants' ability to comply with essential provisions of the lease through an assessment of objective evidence of applicants' current and past behavior, including the ability to:

a) Pay rent and other charges as required by the lease in a timely manner;

[7] Buildings can also be designated for disabled families, also by following the requirements of the 1992 Housing Act. This entails preparing an allocation plan noting which buildings (if any) will be set aside for the disabled and preparing a supportive services plan. HUD approval is required for both the allocation and the supportive services plans.

b) Care for and avoid damaging the apartment and common areas;
c) Use common areas, facilities, and equipment in a reasonable way;
d) Create no health, or safety hazards, and to report maintenance needs;
e) Comply with health and safety codes;
f) Comply with community service requirements;
g) Not interfere with the rights and peaceful enjoyment of others and avoid damaging the property of others;
h) Not engage in any activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not engage in drug-related criminal activity on or off IHA premises; and
i) Comply with necessary and reasonable rules and program requirements of HUD and IHA; including the mandatory community service described in VIII C of this policy.

2. IHA will determine the applicant's ability to comply with essential lease requirements:

Applicant ability and willingness to comply with the essential lease requirements will be verified. 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.

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

a) Interfere with other residents in such a manner as to diminish the peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR §960.205(b)]
b) Adversely affect the physical environment or financial stability of the community; [24 CFR §960.205(b)]
c) Violate the terms and conditions of the lease;
d) Require services from IHA staff that would alter the fundamental nature of IHA 's program.

3. IHA will conduct a detailed interview of all applicants using an interview checklist. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR §960.206(a) & (b)]

4. IHA will complete a credit (covering the prior 2 years) and rental (covering the prior 2 years) history check on all applicants.

5. Payment of funds owed to IHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. IHA will consider any past balances owed IHA by the applicant for any program that IHA operates. IHA expects these balances to be paid in full (either in a lump sum or over a period of time) before initiating the full screening process. IHA will not admit families who owe back balances to IHA. (See §960.205 (b)(1))

6. IHA will complete a criminal background check on all applicants including other adult members of the household or any member for which criminal records are available. [24 CFR 960.205(b)(3)]

7. All applicants are required to attend and complete IHA's Pre-Occupancy Orientation Classes.

8. IHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

   a) **CREDIT HISTORY -** A credit history will be obtained for all applicants and household family members 18 years of age and older. Applicants with "negative" credit history will be rejected and notified in writing of the rejection. Examples of "negative" credit include, but are not limited to, the following:

      (i) Unpaid judgments relating to a prior tenancy.

      (ii) Unpaid collection actions relating to a prior tenancy.

   b) **LANDLORD REFERENCES -** Previous landlords will be contacted regarding the applicant's previous rental history. Applicants with a "negative" landlord reference in the last two (2) years will be rejected and will be notified in writing of the rejection. "Negative" landlord references are defined as any of the following items:

      (i) Court action for unsanitary or hazardous housekeeping;
      (ii) Court action for disruptive or dangerous behavior, including disturbance of neighbors, destruction of property, and/or criminal activities;
      (iii) Court action for non-compliance with rental/occupancy agreements (excluding non-payment of rent);
      (iv) Evidence of drug-related or alcohol problems;

(v) Three (3) or more legal notices for non-payment of rent during any twelve (12) month period;
(vi) Outstanding balance due to the previous landlord; and
(vii) Evictions by the previous landlord (for any cause).

If no previous independent landlord reference is available for the last two (2) years, landlord references going back an additional five (5) years may be checked.

c) **CRIMINAL HISTORY -** IHA will obtain a criminal background check for all applicants including other adult household members. Applicants and/or family members with a "negative" criminal history will be rejected. Examples of "negative" criminal history include, but are not limited to, the following:

i) Arrest and/or conviction for any felony;
ii) Arrest and/or conviction for physical violence against persons or property;
iii) Arrest and/or conviction for the manufacture, distribution or illegal use of drugs, drug paraphernalia or classified controlled substances.
iv) Arrest and/or conviction for any crime related to larceny, burglary and robbery.
v) Arrest and/or conviction for the use or sale of firearms or any gang-related activity;
vi) Arrest and/or conviction for any crime related to rape, sexual deviate behavior, molestation or prostitution;
vii) Arrest and/or conviction for alcohol or alcohol-related incidents; and
viii) Any criminal acts which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the apartment or the development. [24 CFR §960.205(b)(3) and the Anti-Drug Act of 1988].
ix) Outstanding warrants and current probation status are included. Probationary matters will be reviewed on a case by case basis to determine time served and whether in good standing with the conditions of probation.

d) 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. [24 CFR §913.109(b) & §760.3]

e) Applicants must be able to demonstrate the ability and willingness to comply with the terms of IHA's lease, either alone or with assistance, which they can demonstrate that they have or will have at the time of admission. Availability of assistance is subject to verification by IHA.

9. Home Visits (Only Applicable to Concord, Eaglecreek, and Laurelwood Communities)

a) Home visits at the current dwelling of the applicant shall be required of <u>all</u> qualified applicants being housed at Concord, Eaglecreek, and Laurelwood Communities. Housekeeping inspections are part of the home visit.

b) Housekeeping criteria shall include, but not be limited to:

i) Conditions in living room, kitchen (food preparation and clean up), bathroom and bedrooms.
ii) Conditions of entranceways, halls and yard.
iii) Cleanliness of each room.
iv) General care of furniture, appliances, fixtures, windows, doors and cabinets.

c) Other IHA lease compliance criteria will also be checked, such as:

i) Evidence of destruction of property.
ii) Unauthorized occupants.
iii) Evidence of criminal activity.
iv) Conditions inconsistent with application information.

The purpose of the home visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.

10. Screening applicants who claim mitigating circumstances.

a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. Factored into IHA's screening assessment of the applicant, mitigating circumstances must be verifiable. [24 CFR §960.205(d)]

b) Mitigating circumstances[8] are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

c) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, IHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. IHA 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: [24 CFR §960.205 (d)]:

   i) Evidence of successful rehabilitation;
   ii) Evidence of the applicant family's participating in social service or other appropriate counseling service;
   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. IHA will consider such circumstances in light of:

   i) the applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
   ii) the applicant's overall performance with respect to all the screening requirements; and,

[8] The discussion of mitigating circumstance in this paragraph is applicable to all applicants. IHA is required by regulation to consider mitigating circumstances, see 24 CFR Sec.960.205(d)(1).

iii) the nature and seriousness of any criminal activity, especially drug-related criminal activity that appears in the applicant's record.

11. 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; (See 24 CFR §912.2)
ii) Eligibility of the applicant with respect to income limits for admission; (See 24 CFR §913.104 & 105)
iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR §912.4(b)]
iv) Apartment size required for the family;
v) Preference category (if any) to which the family is entitled; (See 24 CFR §960.211)
vi) Qualification of the applicant with respect to the Applicant Selection Criteria. (See 24 CFR §960.205)

NOTIFICATION OF ELIGIBILITY

b) Families determined to be qualified will be notified by IHA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR §960.207(b)]

c) Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible noncitizen status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and IHA procedures. [24 CFR §912.9]

d) IHA will make every effort to accurately estimate an <u>approximate</u> date of occupancy. However, the date given by IHA does not mean that applicants should expect to be housed by that date. The availability of a suitable apartment to offer a family is contingent upon factors not directly controlled by IHA, such as turnover rates, and market demands as they affect bedroom sizes and community location. [See 24 CFR §960.207(b)]

12. Opportunity for Informal Review

e) Applicants determined unqualified for admission will be promptly notified in writing. These applicants will receive a Notice of Rejection from IHA, stating the basis for such determination. IHA shall provide such applicants with an opportunity for informal review of the determination. The informal review of applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR §960.207(a)]

J. Occupancy Guidelines

1. It is IHA's policy that unit occupancy should be by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under utilization.

2. The following general apartment maximum and minimum number of persons per apartment will govern the assignment of a family of a given size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific apartment:

a. Occupancy Guidelines Chart

Number of Bedrooms	Min Persons/Apartment	Max Persons/Apartment
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10

3. Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Executive Director or designee. Further, IHA has the right to permit families exceeding the maximums shown above to occupy units when the family requests such occupancy, and when IHA determines that the apartment in question is large enough.

4. Families may request, in writing, to be placed on the waiting list for an apartment one-bedroom size smaller than that designated on the chart. A

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

5. Families will not be placed on the waiting list for a larger apartment unless there is a verifiable medical reason or IHA determines reasonable.

6. An unborn child may be counted as a person in determining apartment size. A single pregnant woman may be assigned to a two-bedroom apartment. In assigning an apartment IHA will also consider a child who is temporarily away from the home because of placement in foster care or kinship care.

7. Dwelling units 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. Exceptions may be made for infants and young children or <u>at the written request of the family</u>.

    b) For verified reason of health (disability, addition of a live-in aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.

    c) Two children of the opposite sex (where one or both are 5 years of age or older) will not be required to share a bedroom <u>except at the written request of the family</u>.

    d) The living room will not be used as a bedroom <u>except at the written request of the family</u>.

    e) A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children.

IMPORTANT: The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of each bedroom size waiting list maintained by IHA. Families shall be asked to declare in writing the bedroom size list on which they wish to be placed. If a family opts for a smaller apartment size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the apartment assigned at their request until their family size or circumstances change.

K. <u>Policy statement on resident participation</u>

a) IHA's policy is to encourage resident participation in the applicant screening process. Further, IHA recognizes that screening is only a part of the occupancy cycle. For IHA resident partnership to be effective, work is required both before and after admission. [Permitted at 24 CFR §960.206 c)]

b) Given this policy IHA, in conjunction with its resident leaders, proposes the following areas of involvement:

i) Home Visits - Objective: to work with residents and establish home visit inspection standards. To train residents on the standards and use residents to conduct the home visits as required by this policy.

ii) Applicant Pre-Occupancy Orientation - Objective: Attendance at a Pre-Occupancy Orientation session will be a requirement of screening. IHA and its residents will develop the agenda for this orientation to include topics such as:

- rights and responsibilities of IHA and the resident;
- how rent is calculated;
- security issues;
- re-certification requirements;
- the lease;
- the move-in inspection;
- care of the apartment and how to request maintenance;
- reasonable accommodations for persons with disabilities;
- services available in or near the development;
- the resident association;
- how to conserve utilities and read a utility bill; family budgeting.

Residents and IHA staff will design and deliver the orientation. Applicants must attend the orientation in order to complete the screening process.

IHA and the residents for each of the areas mentioned will establish specific procedures. The procedures will provide working details so that residents and staff understand the relationship and goals for each area of participation. The following process will be used to nominate persons for participation in the activities described above:

i) IHA and the resident organizations will nominate a slate of impartial persons to be involved in the activity. Such persons may include IHA staff members, residents, professional arbitrators, or others. IHA will check with each nominee to determine whether there is an

interest in serving, whether nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

ii) Nominees will be informed that they will be expected to disqualify themselves from participating in applicant rejection meetings that involve personal friends, other residents of developments in which they work or reside, other family members, or matters in which they have some personal interest.

8. A slate of potential team members nominated by IHA will be submitted to the resident organizations for final review. After the resident organization review, IHA will subsequently contact participants and set up the necessary training programs prior to implementing the procedure.

L. Organization of the Waiting List

It is IHA's policy that each applicant shall be assigned his/her appropriate place on each community's waiting list in sequence based upon date and time of application as well as applicable preferences. Preference and priority factors are established in this policy in accordance with HUD regulations (24 CFR §§912.3, 945.303, 960.211, and 960.401) and are consistent with the objectives of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto. [24 CFR §1.4(b)(2)(II) & 100] Exceptions to IHA waiting list will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity.

IHA will maintain separate site based waiting lists for the HOPE VI funded developments, Concord and Eagle Creek Homes, Tibbs Court, pursuant to the authority granted by the Quality Housing and Work Responsibility Act of 1998.[9] Applicants to IHA housing may apply to IHA's centralized list and up to two of the sites maintaining a site based waiting list, but they must meet the specialized screening criteria in order to qualify for residency in the above developments. As a matter of convenience, this Policy typically refers to a "waiting list," rather than the centralized list and the site-based lists, but the discussions of the procedures relating to the waiting list apply to both categories.

M. Method of Applicant Selection

[9] IHA will may implement site-based waiting lists for other sites after going through a notice and comment process in order to amend this Policy.

1. IHA will first match the characteristics of the applicant to the apartment available, including any priorities for admission required for accessible housing. Applicable preferences as described earlier in this policy will then be used to determine the order of selection from the waiting list. [Required 24 CFR §§945.303 & 960.407] Further, in the selection of a family for an apartment with accessible features IHA will give preference to families that include a person with disabilities who can benefit from the apartment features. [24 CFR §8.27]

2. Each qualified applicant first in sequence on the waiting list is made one offer of an apartment of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the qualified applicant list. 2nd refusal of apartment will result in applicant being "dropped from the list" [24 CFR §1.4(b)(2) i and iii]

3. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail or the method of communication designated by the applicant) or, be dropped from the qualified applicant list. (See good cause discussion below) Letter to the applicant will confirm offers made over the phone.

4. "Dropped from the list" shall mean the applicant will lose standing by being removed from the waiting list. Once "dropped from the list" applicants must wait for 6 months before reapplying to the public housing program.

5. If an applicant is willing to accept the apartment offered, but is unable to move at the time of the offer and presents to the satisfaction of IHA clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. [24 CFR §1.4(b)(2) i and iii]

6. Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:

    a) Inaccessibility to source of employment or children's daycare such that adult household member must quit a job, drop out of an educational institution, or job training program;

    b) Presence of lead paint in the apartment offered when the applicant has children under the age of six (6) years old;

    c) The family demonstrates to IHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and

compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.

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

e) The apartment is inappropriate for the applicant's disabilities.

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

7. 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 to IHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list. [24 CFR §85.42]

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

N. Occupancy of Dwelling Units with Accessible or Adaptable Features [See 24 CFR §8.27(a)(1)(2) and (b)]

1. Before offering a vacant accessible apartment to a non-disabled applicant, IHA will offer such units:

   a) First, to a current occupant of another apartment of the same development, or other public housing developments under IHA's control, having a disability that requires the special features of the vacant apartment (in effect, a transfer of the occupant with disabilities from a non-adapted apartment to the vacant accessible/adapted apartment).

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

2. When offering an accessible/adaptable apartment to a non-disabled applicant, IHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when either a current resident or an applicant needs the features of the apartment. This requirement will be reflected in the lease agreement signed with the applicant.

O. Leasing and Occupancy of Dwelling Units

It is IHA 's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR Part 966). All leases must have 12-month terms and are automatically renewable except for noncompliance with the community service requirements that is not cured within the following 12 months.

1. **Applicant folders will be processed at initial intake. The site property management staff in agreement with site base waiting list requirements will make initial intake, waiting list management, screening, and offers of housing. Offers may be made in person, by phone, or in writing.**

2. When offering units, IHA will provide the applicant with a brief property description and other information to help orient the applicant to the community and location in the property. Staff making offers will be familiar with IHA's housing sites. If the applicant preliminarily accepts the offer of an apartment, site staff will schedule a date to show the apartment with the applicant and the community manager of the property.

3. Once the apartment is shown and the applicant accepts the apartment, the security deposit and all the rent is paid, the manager will execute a lease. If the applicant refuses the apartment, the reason for refusal must be obtained in writing from the applicant. The applicant must sign the "Apartment Offer and Refusal form". The Regional Manager reviews the form and gives a "good cause" determination. No applicant will be expected to sign a lease for an apartment that is not ready for occupancy. [See §966.4 l]

4. Applicant is required to report changes in family composition, income, or status between the time of the interview with the applicant and the showing of the apartment. The change will be processed centrally or at the community where applicant applied. The necessary information will be obtained and processed for placement in applicant's file. IHA staff shall not lease units to families whose occupancy will create an over or under housed situation. (Over-housed, family is too small for the apartment; under-housed, family is too large for apartment.)

5. The lease shall be signed by the head, spouse, and all other adult (18 years and older) members of the household accepted as a resident family and by an authorized representative of IHA, prior to actual admission. [24 CFR §966.4(p)]

6. If a resident transfers from one IHA apartment to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR §966.4c(3)]

7. 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 an authorized representative of the Housing Agency. [24 CFR §966.4(o)]

8. Only those persons listed on the most recent re-certification form shall be permitted to occupy a dwelling apartment. [24 CFR Secs.960.209(b) and 966.49(a)(2)] Except for natural births to family members, any family seeking to add a new member must make the request to management in writing for approval prior to the new member occupying the apartment. [24 CFR §966.4(f)(3) & c(2)]

9. Additions to the household - Following receipt of a family's request for approval, IHA will conduct a pre-admission screening of the proposed new member. Only new members approved by IHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available, who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

10. Examples of situations where the addition of a family 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 is awarded custody of a child over the age for which juvenile justice records are available;

    c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child (ren).

d) An apartment is occupied by a remaining family member(s) under age 18 (and not an emancipated minor) and an adult, not a part of the original household, request permission to take over as the head of the household.

Note: All changes in family composition must be reported in 10 days from the date of the change, whether adult or minor.

e) Family member takes custody or guardianship over minor children who reside.

11. Residents who fail to notify IHA of additions to the household will be in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by IHA and the entire household will be subject to eviction.

12. Family members over age 18 who move from the dwelling apartment to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within 30 calendar days of its occurrence. These individuals may not be re-admitted to the apartment and must apply as a new applicant 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 IHA in making determinations under this paragraph.

P. <u>Resident Transfers</u>

1. Objectives of the Transfer Policy:

A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

B. To facilitate a relocation when required for modernization or other management purpose.

C. To facilitate relocation of families with inadequate housing accommodations.

D. To eliminate vacancy loss and other expense due to unnecessary transfer.

It is IHA 's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents may be transferred to accommodate a disability. (24 CFR S 100.5)

Residents will not be transferred to a dwelling apartment of equal size within IHA sites or between other IHA sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director, or designee.

IHA has three types of transfers:

- Emergency
- Administrative – Category 1
- Administrative – Category 2.

2. Resident Transfer Criteria:

a) Emergency Transfers are permitted when the apartment or building conditions pose an immediate threat to resident life, health or safety, as determined by IHA. Emergency transfers within sites or between sites may be made to repair apartment defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or community. These transfers shall take priority over new admissions.

b) Administrative transfers – Category 1: Include 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 nature, permit modernization of units, or permit a family that requires an apartment with accessible features to occupy such an apartment. These transfers shall take priority over new admissions.

i) Request for medical transfers under Administrative Transfer-Category 1 will be made to the Community Manager. The Resident will provide the Community Manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within a resident's area. Medical transfers may also be initiated by IHA. (e.g., moving a

person with mobility problems to an apartment with accessible features).

c) Administrative transfers – Category 2: within sites or between sites may be made to correct occupancy standards (over/under housed conditions), to correct and avoid concentration of the most economically and socially deprived families, to facilitate income-mixing, and to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the apartment or common areas. These transfers will not take priority over new admissions.

i) Transfers to correct occupancy standards may be requested or recommended in writing at the time of re-examination or interim re-determination. This is the only method used to determine over/under-housed status. Residents will be granted a preference and place on the waiting list ahead of other applicants who do not qualify for a preference.

ii) Residents in an over/under housed status will be advised in their 30 day "Notice of Rent Adjustment" that a transfer is recommended and that the family has been placed on the transfer list. Upon approval of transfer; the tenant and the Community Manager affected by the transfer should be notified. Residents will be granted a preference and placed on the waiting list ahead of other applicants who do not qualify for a preference. This will avoid unfair treatment of applicants with qualifying dependents who have waited for a unit longer than the existence of a resident's new dependent.

iii) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is five (5) years of age. After age 5 a Category 2 administrative transfer may be recommended. **Exceptions:** spouse or partner returns to the apartment, marriage takes place, or family decides to remain in the apartment and in IHA's opinion the apartment is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, IHA's prior approval of additions to the household is required.)

3. Resident History Requirement for Transfers

e) The 3-prong “good standing criteria” is required for a transfer – residents will be considered for transfers if they:

i) Have not engaged in any activity that threatens the health and safety of residents and staff;
ii) Do not owe back rent or other charges, or evidence a pattern of late payment; or
iii) Meet reasonable housekeeping standards and have no housekeeping lease violations.
- Exceptions to the good record requirements may be made for emergency transfers, or when it is to IHA’s advantage to move forward with the transfer.

f) Without a determination of exception the following policy applies to transfers:

i) 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 with approval of the Executive Director or his/her designee.
ii) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection for a period of 30,60, and 90 days from the date the transfer request was submitted.

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

h) A resident’s requests for incentive transfers should be made to the Community Manager. Community Managers may also recommend a resident for an incentive transfer. In order for a resident to be considered for an incentive transfer the following conditions must be met:

i) Residency in an IHA development for at least five (5) years.
ii) No repayment agreement or unpaid balance at any time in the past three (3) years.
iii) No history of disturbances that resulted in lease violation or violence toward staff or neighbors as indicated by notices of lease violation in the resident’s file.
iv) Good housekeeping record.

4. Cost of transfers – Residents shall bear the cost of transfers to correct occupancy standards. Transfers requested or required by IHA will be paid for by IHA. In addition to the out-of-pocket moving expenses, resident's will be required to pay a "transfer fee". A "Transfer Fee" list will be posted in IHA offices and is based on our contract price for maintenance and an administrative charge for processing the transfer. The "Transfer Fee" list is updated annually by IHA. IHA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the apartment for re-rental and, if applicable, a penalty for not turning in the keys to the old apartment within three (3) days of the transfer. The resident is allowed a period of three (3) days to move and turn in the keys to the old apartment without being charged a penalty. If the move takes more than three (3) days and the keys are not turned in the resident will be charged a penalty of $10 per day for each day the keys are not turned in to IHA. Prior to the transfer IHA will perform an inspection on the current apartment to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new apartment. The Landlord will perform a final inspection with the resident on the apartment that the resident transferred from, after the keys are turned in, and a final determination will be made by IHA staff regarding charges that may be due to IHA. For example, the resident may not have cleaned the apartment properly and/or damaged the apartment during the moving process. If there are any charges that are due IHA, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from IHA. The resident must sign a transfer agreement after IHA has authorized the transfer and prior to the transfer. All transfer fees must be paid <u>prior</u> to transfer.

The Community Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

5. Resident Transfers, Administrative Requirements

   a) Transfers will be processed at a central location. The Department of Housing Management will maintain a central transfer list.

   b) Chief Property Manager will review all transfer requests and make recommendations to the Director of Housing Management or designee. Final approval must come from the Director of Housing Management or designee.

   c) If approved, residents will receive one offer of a transfer. Refusal of that offer without good cause will result in the removal of the household from the transfer list.

SECTION X ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATION, 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 1 of this policy. (Note: for purposes of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered 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 Birth Certificates and Social Security numbers or have certifications on file indicating they have no Social Security number.

4. Who are citizens or have eligible noncitizen status. Every member of a resident family must submit either evidence of citizenship or eligible noncitizen status as required by 24 CFR §912.6.

5. Comply with the community service requirement.

B. Remaining Family Members and Prior Debt

As a party to the lease, remaining family members (other than the head or spouse) 18 years of age or older will be responsible for all arrearages incurred by the former head or spouse. IHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining family member attaining age 18.

C. Family Debts Owed to IHA

The Indianapolis Housing Agency will make all reasonable attempts to collect all money owed by families. Methods to collect family debts include, but are not limited to:

Request for lump sum payments; and/or
Civil suits; and/or

Payment/Repayment agreements; and/or
Collection agencies; and/or

Credit bureaus

Families who are unable to make a lump sum payment for an unsettled debt may chose to enter into a repayment agreement with the Indianapolis Housing Agency. The Indianapolis Housing Agency reserves the right not to enter into a repayment agreement if the family has an existing repayment agreement in place that has not been paid in full. The Indianapolis Housing Agency will not enter into a promissory note with a family when the note will exceed $5,000.00. The maximum term of the promissory note is 12 months.

To remain in good standing, the family must abide by all terms and conditions of the repayment agreement. The Indianapolis Housing Agency may deny or terminate housing assistance for families who

D. Redetermination of Family Income and Composition

1. Regular redetermination.

   a) Income-based Rent - IHA shall, at least once a year, re-examine the incomes and composition of all resident families and must make adjustments in rents after consultation with the family and verification of the information. (24 CFR §960.209(a) and 24 CFR section 5.617);
   b) Flat Rents – IHA shall recertify every three (3) years, however all changes of family composition and income are to be reported annually.
   c) Community Service and Economic Self-Sufficiency Requirement – For non-exempt families, IHA shall determine compliance with the community service and economic self-sufficiency requirements in 24 CFR 960 Subpart F.
   d) Zero Income Policy. Families reporting zero income at intake and eligibility, and recertification must recertify every sixty (60) days and submit a completed "Application Continued Occupancy" that reflects current income status along with INET Work History printout If the client continues to report zero income, the client must complete the "Zero Income Guide and Checklist" and a "Non-Income Affidavit". IHA at eligibility of verification determination will mail client a "Zero Income Policy Notice", required at eligibility, re-examination, and interim certification.

2. Special Re-examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 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 re-examination(s). Special re-examination 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. Interim Redetermination. Upon the submission of a signed change if income/family composition for an interim redetermination based on the change in family income or composition will be completed. IHA will make the redetermination within a reasonable time after the family's request. The adjustment will be made even if the income change will not last a full year.

4. Re-examination Procedures

   a) 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. [24 CFR §960.206]

   b) 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) Apartment size required for the family;
      iii) Income based rent; and
      iv) Resident's choice of rental payment

   c) Income shall be computed in accordance with the definitions and procedures set forth in this policy. [24 CFR §913]

   d) Families failing to respond to the initial, and second notice of the re-examination 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 by the Community Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in rent being raised to the fair market Flat Rent established by IHA effective the annual date. Continued failure to respond will result in the termination of the lease. [24 CFR §966.4 (c)(2)]

5. Action Following Re-examination

a) If there is any change in rent, the lease will be amended, 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 apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above.

SECTION XI RENT, INCOME and UTILITIES

Rent [24 CFR 5.603, 5.614]

1. Resident's Choice of Rental Payment

A. In order to maximize family choice, IHA gives residents the annual option to pay either an income-based rent or a flat rent. IHA will provide sufficient information for an informed choice. Such information will include the dollar amounts of resident rent for the family under each option and IHA's policy on switching type of rent in circumstances of financial hardship.

1. **Income-based Rents**. Income based rents, including applicable utility allowance, shall not exceed the highest of 30% of the family's monthly-adjusted income, or the 10% of the family's gross monthly income. Income will be calculated as set forth in this policy.

The income-based rent has a minimum rent of $50 (including any amount for utilities). IHA will grant exceptions to the minimum rent requirement to any family where the minimum rent is higher than the income-based rent or the family is unable to pay due to financial hardship as listed below.

a) Residents qualify for a financial hardships exemption if one of the following conditions exist:

i) Family has lost eligibility or is awaiting eligibility under a federal, state, or local assistance programs;
ii) Family would be evicted as a result of imposition of minimum rent;
iii) Family income has decreased due to changed circumstances, including loss of employment;
iv) Death in the family; or
v) Other circumstances determined by IHA or HUD.

b) IHA will immediately suspend the minimum rent requirement while verifying hardship or determining its duration. If IHA cannot verify

the hardship or determines that is temporary, IHA will reinstate the minimum rent and will develop a repayment plan for the family.

c) If IHA determines that there is a qualifying hardship, but it is temporary, IHA will reinstate the minimum rent from the time of suspension. IHA will not evict the family for nonpayment of the minimum rent in excess of rent otherwise payable during the 90-day period beginning the date the family requested an exemption. IHA will offer the family a reasonable repayment agreement for the amount of back rent owed.

d) If IHA determines there is no qualifying hardship exemption, IHA will reinstate the minimum rent including the back payment for minimum rent from the time of suspension on terms and conditions established by IHA.

e) Appeal of financial hardship determination. A family who appeals a financial hardship determination through the public housing grievance procedure is exempt from any escrow deposit requirement in the grievance procedure.

2. Flat Rents

Residents may choose a flat rent that has been established based on a reasonable market value as calculated on an annual basis. The flat rents will be posted in each community.

A. Rent Adjustments

1. Switching. Residents choosing the flat rent option may switch to income based rents in the case of financial hardship.

Residents qualify under a financial hardship requirement, if one of the following conditions exists:

i) loss of reduction of income;
ii) death in the family or loss of assistance;
iii) increase in the family's expenses for medical costs, childcare, transportation or education.

Note: In order to qualify for switching from flat rent to income-based rent, the resident must notify and provide verification of the condition to IHA.

2. Rent Adjustments by IHA

The Flat Rent amount may be re-calculated every two years by IHA; however, if the resident opts for flat rent as the rent of choice, the flat rent amount will remain for three (3) years. For families who choose the flat rent, the family must still report any changes in income.

a. The minimum ceiling rent as calculated by IHA will be adjusted annually to reflect operating expenses as reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year and be determined in conjunction with HUD guidelines.

Residents must report all changes in family composition, status, or income to the Community Manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a notice of Lease violation.

Not all changes in family income between re-examinations will result in a rent change.

Residents that obtain work for the deferral of income and then quit work to avoid being employed at the next regular reexamination will be considered as misrepresenting the facts and subject to retroactive increases as described below. 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.

For those residents who opt for income based rent, IHA will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the resident is charged is less than what would have been charged. IHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Limits on rent increases.

IHA will not increase rent for 12 months based on additional income that is derived from:

i) employment of a family member who was previously unemployed for one year or more; [10]
ii) participation of a family member in a self-sufficiency or other job training program; or

[10] Unemployed refers to anyone who did not work over 10 hours for 50 weeks at the minimum wage.

iii) assistance during the previous 6 months under any state program for temporary assistance for needy families as provided in Part A of Title IV of the Social Security Act;

Phase-in of rent increases. Upon expiration of the 12-month moratorium on rent increases, IHA will only increase rent payable by the resident in the following 12 months by not more than 50% of the rent increase amount.

Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Chief Property Manager or his/her designee. [24 CFR §960.206]

IHA will process interim adjustments in rent in accordance with the following policy:

(a) When a decrease in income is reported, and the management office 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.

Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the Community Manager. Reporting is required until the circumstances cease or until it is time for next regularly scheduled re-examination, which ever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decision shall be included in the resident's folder.

IHA will not make rent adjustments where there have been income changes as a result of a reduction in welfare benefits based on:

a) fraud by a member of the family;

b) family's failure to comply with the welfare program's requirement for work activities or participation in an economic self-sufficiency program. IHA will not treat the following conditions as a failure to participate in an economic self-sufficiency program:

i) expiration of life time limit
ii) family sought but could not find work; or
iii) family completed program but loss benefit due to duration time limits (24 CFR section 5.618)

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, provided the change in income or circumstances was reported within ten (10) days of the date of the decrease occurrence.

2. Rent increases (except those due to misrepresentation) require 30 days written notice and will go in to affect the first of the month following the thirty-day notice.

C. Failure to Report Accurate Information and/or Failure to Report in Timely Manner

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 IHA 's dwelling lease [24 CFR §966.4 (1)(2)] and the lease terms.

Households that fail to report information in a timely manner, or who otherwise do not comply with the agency's annual recertification process, will be raised to the flat rent.

D. Notice Requirements

1. No resident shall be given a Notice of Lease Termination (30 day notice) without being told by IHA 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 are excluded from the Grievance Procedure, specifically: criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or IHA employees; and any drug-related criminal activity on or off such premises. [24 CFR §966.4 (1)(3)]

2. Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned shall be considered proof that the resident received proper notification.

3. The notice shall include a statement describing the resident's right to meet with the Community Manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

E. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by IHA in the appropriate resident file, and shall contain the following information:

1. Name of resident, number and identification of apartment occupied;

2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

3. Specific reasons for the notices, citing sections of the lease, and other facts pertinent to the issuing of the notices described in detail;

4. Date and method of notifying resident; and

5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

F. Resident-Paid Utilities

In all IHA developments, which require residents to pay the cost of utilities directly to the supplier of utilities, each resident's rent is reduced by a utility allowance that is developed by IHA in consultation with the utility supplier and reviewed by HUD. [24 CFR §965 & 966.4 (b)(2)]

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

1. 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.

2. **Third Party Notification –** When a resident makes application for utility service in his / her own name, he or she must sign a third-party notification agreement so that IHA will be notified if the resident fails to pay the utility bill.

3. **Ability to get utilities connected** – If a resident or applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into an apartment with resident paid utilities. This may mean that a current resident

cannot transfer to a scattered site or that an applicant cannot be admitted to an apartment with resident-paid utilities.

4. **Payment Requirements-Resident Paid Utilities** – Paying the utility bill is the Resident's obligation under the Agency's lease. Failure to pay utilities is grounds for eviction.

G. Excess Utility Charges

Residents in units where IHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the apartment (e.g. window air conditioners). This charge shall be applied as specified in the lease. [24 CFR §966.4(b)(2)]

H. Definitions and Procedures to be used in determining Income and Rent

1. Annual income. 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 re-examination 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:

   The full amount of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensations for person services, before any payroll deductions:

   i) 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;

   ii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for

cash or assets invested in the property. Where the family has Net Family Assets in excess of $5000, 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;

iii) 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.

iv) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

v) All welfare assistance payments received by or on behalf of any family member. (See 24 CFR §913.106(b)(6) for welfare rules applicable to "as-paid" states);

vi) Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

2. Anticipating Annual Income [24 CFR 913.106 (d)] If it is not feasible to anticipate income for a 12-month period, the Agency 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. IHA will use the following deductions to calculate adjusted income.

a. Mandatory Deductions:

i) 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, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

ii) Elderly/Disabled Household Deduction – A deduction of $400 for any elderly or disabled household.

iii) Earned Income Deduction- A deduction for the earned income of a family member or foster child (other than the family head or spouse) who is under eighteen years of age.

iv) Child Care Deduction – Reasonable child-care expense, BUT ONLY when such care is necessary to enable a family

member to be gainfully employed or to further his / her education. Amounts deducted must not be reimbursed 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 IHA when the expense is incurred to permit education.

v) Unreimbursed Expenses Deduction – A deduction for the following unreimbursed expenses to the extent that the sum of these amounts exceed 3% of annual income and provided that the amount so calculated does not exceed the employment income earned:

- Unreimbursed medical expenses for any elderly or disabled family. Medical expenses include but are not limited to services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by IHA for the purpose of determining a deduction from income the expenses claimed must be verifiable;

- Attendant care or auxiliary apparatus expenses for each disabled family member where such expenses are necessary to permit family member(s), including the disabled member, to be employed. Equipment and auxiliary apparatus may include but are not limited to wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit their use by the handicapped or disabled family member.

b) Permissive Deductions;

i) 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);

ii) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and

accident insurance, and worker's compensation) capital gains, and settlement for personal property losses;

iii) Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;

iv) Income of a live-in aide, provided the person meets the definition of a live-in aide. (See Section IV Definition of Terms);

v) The full amount of student financial assistance paid directly to the student or the educational institution.

vi) The special pay to a family member serving the Armed Forces who is exposed to hostile fire;

vii) Community Service and Self-Sufficiency Deductions

- 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);

- 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);

- Amounts received by a participant in other publicly assisted programs which 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;

- 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 IHA, 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.

- Compensation from State or local employment training programs and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA.

viii) Temporary, non-recurring, or sporadic income (including gifts);

ix) For all initial determinations and re-examination of income on or after 23 April 1993, 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;

x) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

xi) Adoption assistance payments in excess of $480 per adopted child;

xii) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1998 (42 U.S. C. 1437 et seq.), OR any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

- Comparable Federal, State or local law means a program providing employment training and supportive services that (a) is authorized by Federal, State or local law; (b) is funded by the Federal, State, or local government; (c) is operated or administered by a public agency; and (d) has as its objective to assist participants in acquiring employment skills.

- Exclusion period means the period during which the resident participates in a program described in this section PLUS 18 months from the date the resident successful completion of such program that **IS NOT** funded by public housing assistance under the U.S. Housing Act of 1937 (42 U.S.C.1437 *et. seq*.). If the

resident is terminated from employment without good cause, the exclusion period shall end.

- Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

xiii) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

xiv) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment.

xv) 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.

xvi) 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 and distributed when necessary.) The following is a list of benefits excluded by other Federal statute as of 3 August 1993

- 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 Services 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 sub-marginal 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 Workforce Investment Act (PL 105 – 220) (29 USC. 2801)

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90/state 2503-04);

- The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims by the Secretary of Interior [25 S.C. 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 programs under this act include but are not limited to: Pell Grants, Supplemental Opportunity Grants, State Student incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the *In Re Orange* Product liability litigation, M.D. L. No.381 (E.D.N.Y.)

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-240, 94 Stat. 1785)

- The value of any child-care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990. (942 USC. 9858q)

Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32(j)).

SECTION XII. RESIDENT COMMUNITY SERVICE REQUIREMENT

A. Community Service and Economic Self Sufficiency

This Policy includes requirements and incentives to encourage Community Service and facilitate self-sufficiency among residents. IHA will determine which family members are subject to the community service and self-sufficiency requirement and approve the resident's planned activities to fulfill the requirement. Annually, IHA will review and determine the compliance of each adult member of the family with the community service requirement at least 30 days before lease term expires and determine any changes to each adult family members exempt or nonexempt status.

1. Community Service. Community service is the performance of voluntary work or duties in the public sector that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. IHA will not substitute community service for work ordinarily performed by IHA employees or replace a job at any location where community work requirements are performed.

2. Economic Self-Sufficiency Program. Residents can satisfy the community service requirement by participating in economic self-sufficiency activities. These include any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English

proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

3. Exemptions. IHA will permit an exemption to the community service and economic self-sufficiency requirement for adults demonstrating their membership in any of the following categories:
   a) 62-years or older;
   b) Persons engaged in work activities (as defined in § 407 (d) of the Social Security Act 42 U.S.C. 607 (d) as in effect on or after July 7, 1997.);
   c) 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. (42 U.S.C. 607 (d) as in effect on or after July 7, 1997); or
   d) Vision impaired persons or persons with other disabilities (as defined under 216 (i) or 1614 of the Social Security Act [42 U.S.C. 416 (i)(l)) that are in the judgement of IHA are unable to comply with the requirement, or who are the primary caretakers of such persons; or
   e) 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 of Indiana, including the State-administered welfare-to-work program.

      a) Determinations of noncompliance. If IHA determines that a non-exempt resident has not complied with the community service requirement, IHA shall notify the resident:
      b) Of the noncompliance;
      c) That the determination is subject to IHA's administrative grievance procedure;
      d) That unless the resident enters into an agreement under paragraph (d) of this section, the lease of the family of which the non-compliant adult is a member may not be renewed and that if the non-compliant adult moves from the apartment, the lease may be renewed; and
      e) That before the expiration of the lease term, IHA shall offer the resident an opportunity to cure the noncompliance during the next twelve-month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12 month term of the lease.

SECTION XIII. LEASE TERMINATION AND EVICTIONS

All Lease terminations and evictions will be processed in accordance with IHA's current dwelling lease and Grievance Procedure. IHA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause IHA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

EIV Discrepancy Report

An EIV Discrepancy report must be ran quarterly. Per the Administrative Plan the threshold to report an increase in income is $2400 ($50 weekly, $100 bi-weekly, $200 monthly, or $2400 yearly), in reviewing the discrepancy report the same $2400 threshold will be used for consistency. Any discrepancies of $2400 either above or below the threshold must be reviewed.

A folder will be maintained and labeled “Threshold Report”. This report shall be kept in the Directors office in a locked file cabinet. The folder shall have dividers sheets for each quarter represented along with the supporting documentation for each discrepancy reviewed. A discrepancy resolution report shall also be maintained in the file for each quarter represented.

The discrepancy report shall be compared to the documents used to verify the relevant income and a current EIV verification shall be reviewed. If the discrepancy cannot be explained the head of household will be sent a letter to come in to verify the relevant income. Verification will then be sent via 3rd party to further verify the discrepancy. If the discrepancy is proven to be correct one of the following will occur:

1. Blatant fraud will cause the voucher and assistance to be terminated.
2. For less severe misrepresentation of income, the family will be made to enter into a repayment agreement to repay the excess HAP/UAP paid on behalf of the family.

SECTION XIV. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished in accordance with IHA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

SECTION XV. SECURITY DEPOSITS

A security deposit shall be made pursuant to schedules posted in the community offices. Security deposits may be refunded as provided by law, in the lease, and in this procedure.

SECTION XVI. PET RULE

1. IHA chooses not to publish rules except those attached to this policy governing the keeping of common household pets (Refer to Section 5.315(b) Content of pet rules: general requirements - public housing programs). Residents will comply with their dwelling lease provisions surrounding these rules.

2. Exclusion from this policy is made for animals that assist persons with disabilities. The resident or prospective resident must certify in writing that the resident or a member of his or her family is a person with a disability; The animal has been trained to assist persons with that specific disability (example, seeing eye dog); and the animal actually assists the person with a disability.

SECTION XVII. ADDITIONAL IHA POLICIES & CHARGES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by IHA in a separate file for historical and research purposes.

SECTION XVIII. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in IHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP) this policy also outlines IHA's resident selection and assignment plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Directory of Housing Communities including names, address of community offices, number of units by bedroom size, number of units specifically designed for the elderly, Handicapped, and office hours of all IHA facilities.

- Income Limits for Admission.
- Utility Allowances.
- Current Schedule of Routine Maintenance Charges.
- Transfer fees
- Schedule of flat rents.
- Dwelling Lease.
- Grievance Procedure.
- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.
- Any current "Resident Notices".
- Security Deposit Charges.

AMENDMENT TO
ADMISSIONS AND OCCUPANCY POLICY GOVERNING
HUD-Aided Low Rent Public Housing Operated by
The Indianapolis Housing Agency

The following Section IX(F) shall replace and supersede the existing Section IX(F) and shall be incorporated as a part thereof of the Indianapolis Housing Agency's Admissions and Occupancy Policy (ACOP). All other sections shall remain in force and effect until otherwise amended or repealed.

SECTION IX. RESIDENT SELECTION AND ASSIGMENT PLAN

The Preference System

The IHA preference system is used to establish the order of placement on the waiting list, not to guarantee admission, and every applicant must still meet IHA's Resident Selection Criteria (described later in this policy) before being offered housing. There may be factors other than preferences that affect the selection of applicants from the waiting list.

Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission, meet definitions of the preferences described below.

Preferences are based on local housing needs and priorities and are also used to encourage and promote self-sufficiency among residents. IHA will apply the following preferences. Subsection (a) shall receive the

highest preference. All remaining subsections, however, shall be ranked equally:

National and/or State Disaster-Affected Families
Individuals or families displaced by a natural disaster, so declared by the President of the United States and/or the Governor of Indiana, shall receive preference. Priority will be given to individuals and families who were residents of public housing before being displaced by the disaster.

Employment and/or Participation in Work Training Programs.

While the Family is on the Waiting List- Employment of a previously unemployed family member, age 18 or older, at time of application or during processing of application that lasts at least 90 days and provides a minimum of 20 hours of work per week for the family member claiming the preference.

At the Time of Offer- Employment of a previously unemployed family member, age 18 or older, employed at the time of IHA's offer of hosing. Employment at the time of the offer must have been for a 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.

- Employment periods may be interrupted by to receive the preference, a family must have an employed family member prior to the actual offer of hosing as described above.
- A family member that leaves a job after receiving the benefit of the preference will be asked to document the reasons for the termination. Someone who voluntarily terminates their employment (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to the IHA and will lose their preference.
- The amount earned shall not be a factor in granting this local preference. The 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 benefits, or any

other payments based on the individual's inability to work. [24 CFR 960.212 (b)(1)]

i) Job Training – IHA will give a local preference for a family that can verify, at the time of initial application o while on the waiting list, participation in a job training program or graduation from such a program. The family must notify IHA if it enters such a program while on the waiting list and provide documentation of participation to IHA such as attendance and program files. IHA will not grant this preference if the family fails to provide documentation. Notice and verification of the preference claim must be received prior to the actual offering of housing to claim this preference applicants must be in good standing with respect to attendance and program rules of the training program.

Elderly, Disabled, or Disability – Families with the head, spouse or sole member who is 62 years or older, or is receiving social security disability, or SSI benefits, or any other payments based on the individuals inability to work.

Substandard Housing - Currently live in substandard housing. To qualify for this preference, applicants must be homeless living in substandard housing at the time of the preference verification required by IHA.

Involuntary Displaced – The applicant has been involuntarily displaced and is not living in standard, permanent replacement housing (See Definitions); or the applicant will be involuntarily displaced within no more than six months from the date of any preference status certification by the family or verification of the family's status by IHA. Families that receive an involuntary displacement preference because they will be involuntarily displaced within no more than six months of the date of preference status certification will lose the preference if they are not, in fact, displaced within six months.

IHA will not hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

IHA will not give preferences to an applicant if any member of the applicant family is a person evicted during the past three years because of drug-related criminal activity from housing assisted under the 1937 Housing Act. IHA may give an admissions preference in any of the following cases:

Applicants must advise IHA at the time of initial application of any factors that may qualify them for a preference;

If IHA determines that the evicted person clearly did not participate in or know about the drug related criminal activity; or

If IHA determines that the evicted person no longer participates in any drug related criminal activity.

Administration of the Preferences

IHA requires that applicants <u>certify to their qualification</u> for preferences at the time of initial application.

At the time of initial application local preferences will be verified. Verification of local preferences must be adequate to satisfy all preference conditions as described in paragraph four (4) above.

If at the time of the initial application a preference is claimed, IHA will advise the family of the need to verify the claim. At the initial application interview, the family will be advised to notify IHA of any change that may affect their ability to qualify for a preference.

Applicants that are otherwise eligible and are certified or verified as qualifying for a preference will be placed on the waiting list in the preference applicant pool.

Families who claim a preference that do not qualify for a preference at the time of application 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 non-preference category.

Applicants that certify/verify to a preference at the time of initial application must be able to verify their continued preference status prior to the offer of an apartment. Applicants that cannot verify continued preference status will lose their preference qualification and their standing on the waiting list.

Families that lose their original preference, but still qualify for another preference, will be placed on the waiting list in accordance with their current preference status. Families that cannot qualify for any of the preferences will be moved into a non-preference category, in a lower position on the waiting list based on date and time of IHA's completion of all necessary verification.

Qualifying for Preferences. Applicants may not qualify for this preference if they were a resident family and refused to comply with applicable program policies or procedures with respect to the occupancy of under-occupied and over-crowded units; or failed to accept a transfer to another housing apartment in accordance with a court decree or in accordance with the policies and procedures of a HUD approved desegregation plan.

Notice and Opportunity for a Hearing

IHA will provide a written notice of determination in those cases where an applicant does not meet the criteria for receiving a preferences. This notice shall contain a brief statement of the reasons for the determination and a statement that the applicant has the right to request an informal hearing to review the determination.

If the applicant requests an informal hearing. IHA shall designate an officer or employee to conduct the hearing. This person may be the person who made the initial determination or reviewed the determination of his or her subordinate. A written summary of the meeting shall be made and retained in the applicant's file.

The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, religion, national origin, age, disability, or familial status has contributed to IHA's decision to deny the preferences.

"SUBSTANTIAL DEVIATION"

For purposes of its 5-year/1 year Plan, the Indianapolis Housing Agency defines "substantial deviation" as follows:

" A significant, major, substantive and non-procedural change to 1) the implementation of core Agency operational commitments AND 2) which would fundamentally deviate from program commitments contained within IHA's current 5 Year/1 Year Plan. To qualify as a "substantial deviation", any and all modifications must qualify as and result in changes of fundamental program focus so inconsistent with IHA's core mission, policy and process, as set forth within any current IHA Plan commitments, that it makes said Plan commitments obsolete, unnecessary and/or moot. Modifications to IHA Plan commitments, which do not change the general theme, scope, direction, policy, and/or comprehensive goals of a program, will be automatically qualified as "non-substantial deviations" of the Plan itself and/or in the purpose/intent of the Plan commitments, and therefore would not require further IHA action; including but not limited to, formal Plan amendment. Additionally, decisions to delay or accelerate the timing of any Plan initiative and/or program, within the relevant five (5) year planning cycle, shall not be deemed to be a Plan deviation (i.e. would qualify as a "non-deviation"), and under no circumstances would these decisions be considered to be a substantial Plan deviation. IHA reserves the right to interpret and apply this definition to determine whether an action or non-action qualifies as a "substantial deviation", "non-substantial deviation" or "non-deviation" for purposes of this definition and as applicable to IHA's program requirements."

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

712

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36R01750102	2002

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____

☒ Performance and Evaluation Report for Program Year Ending **6/30/06** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	285,883.00		150,000.00	114,034.72
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**285,883.00**	**0.00**	**150,000.00**	**114,034.72**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: [signature] Date: 10/16/00

Signature of Public Housing Director: [signature] Date: 10/16/00

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

712

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406						
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training							
	Subtotal							
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430						
	Site Improvements	1450						
	Dwelling Structures	1460						
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499		285,833.00		150,000.00	114,034.72	See attached letter of approved RHF Plan
	Total			**285,833.00**	**0.00**	**150,000.00**	**114,034.72**	

Signature of Executive Director: [illegible] Date: 10/16/04

Signature of Public Housing Director: / Date:

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

712

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
Georgetown Predevelopment		1/1/06	1/1/06		12/31/07		
Georgetown Architecture & Engineering		9/30/07			12/31/09		

Signature of Executive Director: RB
Date: 10/26/04
Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
INDIANAPOLIS FIELD OFFICE
151 NORTH DELAWARE STREET
INDIANAPOLIS, INDIANA 46204-2526
(317) 226-6303
(317) 226-5594 - Fax
www.hud.gov - Internet Site

DATE: January 20, 2006

Mr. Rufus "Bud" Myers
Executive Director
Indianapolis Housing Agency
1919 North Meridian Street
Indianapolis, IN 46202

SUBJECT: APPROVAL HUD RHF "BRIEF PLAN" DESCRIPTION-1st Increment of Five (5) Year (2002-2006) RHF Grants
RE: Notice PIH 2005-22 & HUD's 11-15-05 Revised Deadline for RHF PLAN

Dear Mr. Myer:

Indianapolis Housing Agency (IHA) January 18, 2006 cover letter with the revised attached January 18, 2006 7-page 1st Increment RHF "Brief" Plan was submitted as a follow-up corrective refinement after meeting the HUD required November 15, 2005 deadline. This "Brief Plan" is hereby accepted & approved as submitted & noted. The following is a brief overview of IHA's accepted & approved 1st RHF Increment "Brief" Plan.

RHF Plan milestones proposed by IHA:

1. IHA plans to acquire & rehab an existing 103 vacant unit complex currently owned by City of Indianapolis.
2. IHA, assisted by "Partners for Affordable Housing, Inc (PAH), IHA's affiliated not for profit entity, plan to acquire Georgetown Apartments in the "Meadows neighborhood of North Indianapolis" from the City at "no cost".
3. "Brief Plan" is a Mixed Finance Plan using all five (5) RHF grants + Low Income Tax Credits (LITC).
4. 103 units are to be rehabbed to meet all governing standards; i.e. Local, State, Public Housing, HUD REAC-UPCS & "Decent, Safe, Sanitary-Good Repair" condition standards for the term of the Annual Contribution Contract (ACC) as well as Accessibility, Energy Star & Lead Based Paint (LBP) standards.
5. 103 unit property will be rehabbed & units combined to provide: 93 dwelling units + 1 Office & 1 resident laundry.
6. Rehabbed 93 units will have (expected) 37 Public Housing Units + 56 Affordable Tax Credit Units.
7. RHF funds = $3,500,338. + Anticipated R501-06 @ $1,207,386. for RHF total @ $4,707,424. + $7,200,000 LITC for SUM TOTAL OF $11,907,424.
8. IHA's RFP for development team consultant: 12-19-05
9. IHA hires consulting development team, including architect: 01-10-06
10. IHA applies for LITC reservation: 03-01-06
11. IHA expects award of tax credit/reservation date: 06-15-06
12. IHA Development Proposal (D.P.) to HUD headquarters (Request copy to Field Office (FO)): 08-28-06
13. IHA Site Acquisition submission to HUD Field Office (FO): 08-28-06
14. Close Financing (90 days after submittal of development proposal) subject to HUD D.P. approval: 10-31-06
15. Construction Start: 10-31-06
16. Date of Full Availability (DOFA): RE: HUD 7417.1 Rev-1 Section 12-91 Definition 10-01-08
17. End of Initial Operating Period (EIOP): RE: HUD 7417.1 Rev-1 Section 12-101 Definition 01-01-09
18. Total Development Costs (TDC) & [HCC] to be set at time of HUD "Development Proposal" approval.

Should you have questions, please contact Nate Robe @ (317) 226-6303 Ext. 6363.

Sincerely,

Forrest D. Jones
Program Center Coordinator

Cc: Mr. Bruce Baird
Mail/Fax: (317) 261-7274

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36R017501-02 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

#712

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	08-10-2002	Authorized:	285,883.00
Payee Organization:	Effective Date:	10-31-2003	Disbursed:	114,034.72
- same as contractual-	Obligation Start:	10-31-2004	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92004	Obligation End:	10-30-2006	Balance:	171,848.28
	Disbursement End:	10-30-2008	Collections:	0.00

Back to Top Help

Privacy Statement

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36R017501-02 (CFP) Capital Fund Program

General **Budget** Vouchers Obl/Exp

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	1406	Operations	0.00	0.00	0.00	0.00
	1499	Development Activity	285,883.00	114,034.72	0.00	171,848.28
		Totals	**285,883.00**	**114,034.72**	**0.00**	**171,848.28**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

713

HA Name INDIANAPOLIS HOUSING AGENCY
1919 N. Meridian Street
Indianapolis, IN 46202

Comprehensive Grant Number	FFY of Grant Approval
IN36P01750103	2003

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____
☐ Performance and Evaluation Report for Program Year Ending **6/30/06** ☒ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)	615,224.00		615,224.00	615,224.00
3	1408 Management Improvements	613,875.00		613,875.00	613,875.00
4	1410 Administration	293,296.74		293,296.74	293,296.74
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	70,171.00		70,171.00	70,171.00
8	1440 Site Acquisition				
9	1450 Site Improvement	10,162.50		10,162.50	10,162.50
10	1460 Dwelling Structures	1,001,077.77		1,001,077.77	1,001,077.77
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	9,080.05		9,080.05	9,080.05
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	1.00		1.00	1.00
20	9002 Asset Modernization Loan Payment	463,333.94		463,333.94	463,333.94
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**3,076,222.00**	**0.00**	**3,076,222.00**	**3,076,222.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security	220,000.00		220,000.00	220,000.00
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director Date 10/10/04
Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

713

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406		615,224.00		615,224.00	615,224.00	
	201 Resident Relations	1408		100,000.00		100,000.00	100,000.00	
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Public Safety			220,000.00		220,000.00	220,000.00	
	Management Improvements, Consulting Studies, Training, etc.			293,875.00		293,875.00	293,875.00	
	Subtotal			613,875.00		613,875.00	613,875.00	
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410		293,296.74		293,296.74	293,296.74	
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430		70,171.00		70,171.00	70,171.00	
	Site Improvements	1450		10,162.50		10,162.50	10,162.50	
	Dwelling Structures	1460		1,001,077.77		1,001,077.77	1,001,077.77	
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475		9,080.05		9,080.05	9,080.05	
	Development Activites	1499		1.00		1.00	1.00	
	Asset Modernization Loan Payment	9002		463,333.94		463,333.94	463,333.94	
	Total			**3,076,222.00**	**0.00**	**3,076,222.00**	**3,076,222.00**	

Signature of Executive Director — Date 10/06/04

Signature of Public Housing Director — Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

713

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
HA-Wide		9/30/04	9/30/04		9/30/05	9/30/05	

Signature of Executive Director: RBV
Date: 10/16/06
Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017501-03 (CFP) Capital Fund Program 713

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	08-09-2003	Authorized:	3,076,222.00
Payee Organization:	Obligation Start:	09-17-2003	Disbursed:	3,076,222.00
- same as contractual-	Obligation End:	09-16-2005	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92005	Disbursement End:	09-16-2007	Balance:	0.00
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017501-03 (CFP) Capital Fund Program

7R

General Budget Vouchers Obl/Exp

Unavailable for drawdown

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	1406	Operations	615,224.00	615,224.00	0.00	0.00
	1408	Management Improvement	613,875.00	613,875.00	0.00	0.00
	1410	Adminstration	293,296.74	293,296.74	0.00	0.00
	1430	Fees & Costs	70,171.00	70,171.00	0.00	0.00
	1450	Site Improvement	10,162.50	10,162.50	0.00	0.00
	1460	Dwelling Structures	1,001,077.77	1,001,077.77	0.00	0.00
	1465	Dwelling Equipment	0.00	0.00	0.00	0.00
	1475	Non-Dwelling Equipment	9,080.05	9,080.05	0.00	0.00
	1501	Collater Exp / Debt Srvc	463,333.94	463,333.94	0.00	0.00
	9000	Debt Reserves	0.00	0.00	0.00	0.00
	9002	Loan Debt Obligation	1.00	1.00	0.00	0.00
		Totals	**3,076,222.00**	**3,076,222.00**	**0.00**	**0.00**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

714

HA Name INDIANAPOLIS HOUSING AGENCY
1919 N. Meridian Street
Indianapolis, IN 46202

Comprehensive Grant Number: IN36R01750103

FFY of Grant Approval: 2003

[ ] Original Annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement/Revision Number ____

[X] Performance and Evaluation Report for Program Year Ending 6/30/06 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	672,323.00			
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**672,323.00**	**0.00**	**0.00**	**0.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: RBM Date: 10/16/06

Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

714

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406						
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training							
	Subtotal							
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430						
	Site Improvements	1450						
	Dwelling Structures	1460						
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499		672,323.00				
	Total			**672,323.00**	**0.00**	**0.00**	**0.00**	

Signature of Executive Director: RB
Date: 10/16/00

Signature of Public Housing Director
Date

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[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

714

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
Georgetown Architecture & Engineering		9/30/07			12/31/09		
Georgetown Construction		12/31/07			12/31/09		

Signature of Executive Director: RBG
Date: 10/15/04
Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36R017501-03 (CFP) Capital Fund Program

#714

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	08-09-2003	Authorized:	672,323.00
Payee Organization:	Obligation Start:	01-31-2005	Disbursed:	0.00
- same as contractual-	Obligation End:	01-30-2007	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92006	Disbursement End:	01-30-2009	Balance:	672,323.00
			Collections:	0.00

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36R017501-03 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

714

Status	Line Item	Name		Authorized	Disbursed	Payments in Process	Balance
	1499	Development Activity		672,323.00	0.00	0.00	672,323.00
			Totals	672,323.00	0.00	0.00	672,323.00

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

715

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36P01750104	2004

[ ] Original Annual Statement [ ] Reserve for Disasters/Emergencies [X] Revised Annual Statement/Revision Number 2 9/26/2006
[X] Performance and Evaluation Report for Program Year Ending 6/30/06 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)	610,347.00	610,347.00	610,347.00	610,347.00
3	1408 Management Improvements	75,000.00	31,880.77	31,880.77	30,110.43
4	1410 Administration	305,173.00	305,173.00	305,173.00	303,824.64
5	1411 Audit				
6	1415 Liquidated Damages		-		
7	1430 Fees and Costs	50,000.00	50,000.00	50,000.00	50,000.00
8	1440 Site Acquisition				
9	1450 Site Improvement	1,214,900.00	1,359,034.14	1,359,034.14	1,213,747.44
10	1460 Dwelling Structures	301,781.06	202,491.15	202,491.15	95,381.33
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures	3,200.00	1,475.00	1,475.00	1,475.00
13	1475 Non-dwelling Equipment	28,000.00	28,000.00	28,000.00	27,131.58
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites				
20	9002 Asset Modernization Loan Payment	463,332.94	463,332.94	463,332.94	463,332.94
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**3,051,734.00**	**3,051,734.00**	**3,051,734.00**	**2,795,350.36**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: RBG Date: 10/16/06
Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

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Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406		610,347.00	610,347.00	610,347.00	610,347.00	
	201 Resident Relations	1408		25,000.00	13,815.87	13,815.87	13,815.87	
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	Software			25,000.00	18,064.90	18,064.90	18,064.90	
	Management Improvements & Training			25,000.00	0.00	0.00	0.00	
	Subtotal			75,000.00	31,880.77	31,880.77	31,880.77	
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410		305,173.00	305,173.00	305,173.00	303,824.64	
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430		50,000.00	50,000.00	50,000.00	50,000.00	
	Site Improvements	1450		1,214,900.00	1,359,034.14	1,359,034.14	1,213,747.44	
	Dwelling Structures	1460		301,781.06	202,491.15	202,491.15	95,381.33	
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470		3,200.00	1,475.00	1,475.00	1,475.00	
	Non-Dwelling Equipment - Property & Community Wide	1475		28,000.00	28,000.00	28,000.00	27,131.58	
	Development Activites	1499		463,332.94	463,332.94	463,332.94	463,332.94	
	Total			**3,051,734.00**	**3,051,734.00**	**3,051,734.00**	**2,797,120.70**	

Signature of Executive Director — Date 10/16/00 — Signature of Public Housing Director — Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form HUD-52837(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

715

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
HA-Wide		12/31/04	12/31/04		12/31/06		

Signature of Executive Director: RBN Date: 10/16/00 Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#715

Grant: IN36P017501-04 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	08-19-2004	Authorized:	3,051,734.00
Payee Organization:	Obligation Start:	09-14-2004	Disbursed:	2,836,104.47
- same as contractual-	Obligation End:	09-13-2006	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92008	Disbursement End:	09-13-2008	Balance:	215,629.53
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017501-04 (CFP) Capital Fund Program #715

General Budget Vouchers Obl/Exp

Unavailable for drawdown

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	0100	Reserved Budget	0.00	0.00	0.00	0.00
	0110	Initial Budget	0.00	0.00	0.00	0.00
	1406	Operations	610,347.00	610,347.00	0.00	0.00
	1408	Management Improvement	75,000.00	30,110.43	0.00	44,889.57
	1410	Adminstration	305,173.00	303,824.64	0.00	1,348.36
	1430	Fees & Costs	50,000.00	50,000.00	0.00	0.00
	1450	Site Improvement	1,214,900.00	1,213,747.44	0.00	1,152.56
	1460	Dwelling Structures	301,781.06	95,381.33	0.00	206,399.73
	1470	Non-Dwelling Structures	3,200.00	1,475.00	0.00	1,725.00
	1475	Non-Dwelling Equipment	28,000.00	27,131.58	0.00	868.42
	9002	Loan Debt Obligation	463,332.94	463,332.94	0.00	0.00
		Totals	**3,051,734.00**	**2,795,350.36**	**0.00**	**256,383.64**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

716

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36P01750203	2004

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____
☐ Performance and Evaluation Report for Program Year Ending **6/30/06** ☒ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)	158,345.00		158,345.00	158,345.00
3	1408 Management Improvements	1,078.16		1,078.16	1,078.16
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	134,916.00		134,916.00	134,916.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	497,386.84		497,386.84	497,386.84
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites				
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**791,726.00**	**0.00**	**791,726.00**	**791,726.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 21 Related to Section 504 Compliance				
25	Amount of line 21 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: RB Date: 10/16/06
Signature of Public Housing Director: Date:

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

form **HUD-52837** (9/98)
Previous edition is obsolete
ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

716

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406		158,345.00		158,345.00	158,345.00	
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training			1,078.16		1,078.16	1,078.16	
	Subtotal			1,078.16	0.00	1,078.16	1,078.16	
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430		134,916.00		134,916.00	134,916.00	
	Site Improvements	1450						
	Dwelling Structures	1460		497,386.84		497,386.84	497,386.84	
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499						
	Total			**791,726.00**	**0.00**	**791,726.00**	**791,726.00**	

Signature of Executive Director — Date 10/16/00 — Signature of Public Housing Director — Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

716

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
HA-Wide		9/30/04	9/30/04		12/31/05	12/31/05	

Signature of Executive Director: [illegible] Date: 10/26/04

Signature of Public Housing Director: Date:

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017502-03 (CFP) Capital Fund Program

716

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	03-30-2004	Authorized:	791,726.00
Payee Organization:	Obligation Start:	04-27-2004	Disbursed:	791,726.00
- same as contractual-	Obligation End:	04-26-2006	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92007	Disbursement End:	04-26-2008	Balance:	0.00
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017502-03 (CFP) Capital Fund Program

716

General Budget Vouchers Obl/Exp

Unavailable for drawdown

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	0100	Reserved Budget	0.00	0.00	0.00	0.00
	0110	Initial Budget	0.00	0.00	0.00	0.00
	1406	Operations	158,345.00	158,345.00	0.00	0.00
	1408	Management Improvement	1,078.16	1,078.16	0.00	0.00
	1430	Fees & Costs	134,916.00	134,916.00	0.00	0.00
	1460	Dwelling Structures	497,386.84	497,386.84	0.00	0.00
		Totals	**791,726.00**	**791,726.00**	**0.00**	**0.00**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

717

HA Name INDIANAPOLIS HOUSING AGENCY
1919 N. Meridian Street
Indianapolis, IN 46202

Comprehensive Grant Number: IN36P01750105

FFY of Grant Approval: 2005

[ ] Original Annual Statement
[ ] Reserve for Disasters/Emergencies
[ ] Revised Annual Statement/Revision Number ____
[X] Performance and Evaluation Report for Program Year Ending 6/30/06
[ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)	572,917.00		572,917.00	572,917.00
3	1408 Management Improvements	30,000.00		30,000.00	0.00
4	1410 Administration	286,458.00		286,458.00	1,212.35
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000.00		30,000.00	11,572.23
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,370,875.06		1,370,875.06	992,387.03
11	1465.1 Dwelling Equipment--Non-expendable	90,000.00		90,000.00	16,523.00
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	21,000.00		21,000.00	0.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites				
20	9002 Asset Modernization Loan Payment	463,333.94		463,333.94	463,333.94
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**2,864,584.00**	**0.00**	**2,864,584.00**	**2,057,945.55**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: FRA
Date: 10/16/06

Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

717

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406		572,917.00		572,917.00	572,917.00	
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training			30,000.00		30,000.00	0.00	
	Subtotal			30,000.00		30,000.00	0.00	
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410		286,458.00		286,458.00	1,212.35	
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430		30,000.00		30,000.00	11,572.23	
	Site Improvements	1450						
	Dwelling Structures	1460		1,370,875.06		1,370,875.06	992,387.03	
	Dwelling Equipment	1465		90,000.00		90,000.00	16,523.00	
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475		21,000.00		21,000.00	0.00	
	Asset Modernization Loan Payment	9002		463,333.94		463,333.94	463,333.94	
	Total			**2,864,584.00**	**0.00**	**2,864,584.00**	**2,057,945.55**	

Signature of Executive Director: RBG
Date: 10/16/09
Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

717

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
HA-Wide		3/31/07			12/31/07		

Signature of Executive Director: RBJ
Date: 10/10/09

Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#717

Grant: IN36P017501-05 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	07-22-2005	Authorized:	2,864,584.00
Payee Organization:	Obligation Start:	08-18-2005	Disbursed:	2,178,366.76
- same as contractual-	Obligation End:	08-17-2007	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92010	Disbursement End:	08-17-2009	Balance:	686,217.24
			Collections:	463,333.94

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017501-05 (CFP) Capital Fund Program

#717

General Budget Vouchers Obl/Exp

Unavailable for drawdown

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	0100	Reserved Budget	0.00	0.00	0.00	0.00
	0110	Initial Budget	0.00	0.00	0.00	0.00
	1406	Operations	572,917.00	572,917.00	0.00	0.00
	1408	Management Improvement	30,000.00	0.00	0.00	30,000.00
	1410	Adminstration	286,458.00	1,212.35	0.00	285,245.65
	1430	Fees & Costs	30,000.00	11,572.23	0.00	18,427.77
	1460	Dwelling Structures	1,370,875.06	992,387.03	0.00	378,488.03
	1465	Dwelling Equipment	90,000.00	16,523.00	0.00	73,477.00
	1475	Non-Dwelling Equipment	21,000.00	0.00	0.00	21,000.00
	9002	Loan Debt Obligation	463,333.94	463,333.94	0.00	0.00
		Totals	**2,864,584.00**	**2,057,945.55**	**0.00**	**806,638.45**

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

718

HA Name: INDIANAPOLIS HOUSING AGENCY
1919 N. Meridian Street
Indianapolis, IN 46202

Comprehensive Grant Number: IN36R01750104

FFY of Grant Approval: 2004

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____

☒ Performance and Evaluation Report for Program Year Ending 6/30/06 ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	1,334,746.00			
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**1,334,746.00**	**0.00**	**0.00**	**0.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: RPG Date: 10/14/06

Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406						
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training							
	Subtotal							
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430						
	Site Improvements	1450						
	Dwelling Structures	1460						
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499		1,334,746.00		0.00	0.00	
	Total			**1,334,746.00**	**0.00**	**0.00**	**0.00**	

Signature of Executive Director — Date 10/6/06

Signature of Public Housing Director — Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

718

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
Georgetown Construction		12/31/07			12/31/09		

Signature of Executive Director: RBJ
Date: 10/10/06
Signature of Public Housing Director
Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#718

Grant: IN36R017501-04 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	08-19-2004	Authorized:	1,334,746.00
Payee Organization:	Obligation Start:	09-14-2004	Disbursed:	0.00
- same as contractual-	Obligation End:	09-13-2006	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92009	Disbursement End:	09-13-2008	Balance:	1,334,746.00
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#718

Grant: IN36R017501-04 **(CFP) Capital Fund Program**

General Budget Vouchers Obl/Exp

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	1499	Development Activity	1,334,746.00	0.00	0.00	1,334,746.00
		Totals	**1,334,746.00**	**0.00**	**0.00**	**1,334,746.00**

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

719

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36R01750105	2005

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____
☒ Performance and Evaluation Report for Program Year Ending **6/30/06** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	1,207,386.00			
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**1,207,386.00**	**0.00**	**0.00**	**0.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: [illegible] Date: 10/16/06
Signature of Public Housing Director: Date:

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

719

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406						
	201 Resident Relations	1408						
Agency Wide	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training							
	Subtotal							
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430						
	Site Improvements	1450						
	Dwelling Structures	1460						
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499		1,207,386.00				
	Total			**1,207,386.00**	**0.00**	**0.00**	**0.00**	

Signature of Executive Director: RD Date: 10/16/09

Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

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ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

719

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
Georgetown Construction		12/31/07			12/31/09		

Signature of Executive Director: 1987 Date: 10/16/09

Signature of Public Housing Director Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#719

Grant: IN36R017501-05 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	07-22-2005	Authorized:	1,207,386.00
Payee Organization:	Obligation Start:	08-18-2005	Disbursed:	0.00
- same as contractual-	Obligation End:	08-17-2007	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92011	Disbursement End:	08-17-2009	Balance:	1,207,386.00
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#719

Grant: IN36R017501-05 **(CFP) Capital Fund Program**

General Budget Vouchers Obl/Exp

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	1408	Management Improvement	463,333.94	0.00	0.00	463,333.94
	1499	Development Activity	744,052.06	0.00	0.00	744,052.06
		Totals	**1,207,386.00**	**0.00**	**0.00**	**1,207,386.00**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

720

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36P01750106	2006

[ ] Original Annual Statement [ ] Reserve for Disasters/Emergencies [X] Revised Annual Statement/Revision Number 1 9/26/2006
[X] Performance and Evaluation Report for Program Year Ending 6/30/06 [ ] Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP- Funds Initial Budget				
2	1406 Operations (May not exceed 10% of line 22)	286,458.00	551,376.00		
3	1408 Management Improvements	300,000.00	170,000.00		
4	1410 Administration	286,458.00	275,688.00		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000.00	90,000.00		
8	1440 Site Acquisition				
9	1450 Site Improvement	0.00	280,000.00		
10	1460 Dwelling Structures	1,498,334.00	796,485.06		
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	0.00	130,000.00		
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites				
20	9002 Asset Modernization Loan Payment	463,334.00	463,333.94		
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**2,864,584.00**	**2,756,883.00**	**0.00**	**0.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director: [illegible] Date: 10/16/06
Signature of Public Housing Director: Date:

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

720

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
HA-Wide	Operations	1406		286,458.00	551,376.00			
HA-Wide	Software upgrades	1408		300,000.00	170,000.00			
HA-Wide	Administration	1410		286,458.00	275,688.00			
HA-Wide	Architecture & Engineering	1430		30,000.00	90,000.00			
013 - Blackburn Terrace	Resurfaced parking lots	1450		0.00	280,000.00			
HA - Family Communities	Hail damage repairs	1460		0.00	135,697.00			
010 - Twin Hills	Rennovation of 4 mod units	1460		0.00	205,517.00			
013 - Blackburn Terrace	Windows, siding, roof replacements	1460		0.00	407,091.06			
018 - Beechwood Gardens	Remainder of construction contract	1460		0.00	48,180.00			
	1460 subtotal			**1,498,334.00**	**796,485.06**			
HA-Wide	Hardware upgrades	1475		0.00	130,000.00			
	Asset Modernization Loan Payment	9002		463,334.00	463,333.94			
	Total			**2,864,584.00**	**2,756,883.00**	**0.00**	**0.00**	

Signature of Executive Director — Date 10/16/04

Signature of Public Housing Director — Date

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Previous edition is obsolete

form **HUD-52837**(9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

720

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
HA-Wide Software and Hardware Upgrades		3/31/07			12/31/07		
HA-Wide Architecture & Engineering		3/31/07			12/31/07		
HA - Family Communities - Hail Damage Repairs		6/30/07			3/31/08		
010 - Twin Hills Rehabilitation		9/30/06			12/31/06		
013 - Blackburn Terrace Rehabilitation		6/30/07			3/31/08		
018 - Beechwood Gardens Rehabilitation		9/30/06			12/30/06		

Signature of Executive Director: RBG Date: 10/16/09 Signature of Public Housing Director Date

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#720

Grant: IN36P017501-06 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates	Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify: 06-08-2006	Authorized:	2,756,883.00
Payee Organization:		Disbursed:	0.00
- same as contractual-		In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92012		Balance:	2,756,883.00
		Collections:	0.00

Contract Status:

- Grant is operating under an interim system budget, awaiting initial approved budget.

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

Grant: IN36P017501-06 (CFP) Capital Fund Program

#720

General Budget Vouchers Obl/Exp

Unavailable for drawdown

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	0100	Reserved Budget	0.00	0.00	0.00	0.00
	0110	Initial Budget	1,605,484.06	0.00	0.00	1,605,484.06
	1406	Operations	0.00	0.00	0.00	0.00
	1408	Management Improvement	458,710.00	0.00	0.00	458,710.00
	1410	Adminstration	229,355.00	0.00	0.00	229,355.00
	1411	Audit Cost	0.00	0.00	0.00	0.00
	1430	Fees & Costs	0.00	0.00	0.00	0.00
	1440	Site Acquisition	0.00	0.00	0.00	0.00
	1450	Site Improvement	0.00	0.00	0.00	0.00
	1460	Dwelling Structures	0.00	0.00	0.00	0.00
	1465	Dwelling Equipment	0.00	0.00	0.00	0.00
	1470	Non-Dwelling Structures	0.00	0.00	0.00	0.00
	1475	Non-Dwelling Equipment	0.00	0.00	0.00	0.00
	1485	Demolition	0.00	0.00	0.00	0.00
	1490	Replacement Reserve	0.00	0.00	0.00	0.00
	1492	MovingToWorkDemonstration	0.00	0.00	0.00	0.00
	1495	Relocation Costs	0.00	0.00	0.00	0.00
	1499	Development Activity	0.00	0.00	0.00	0.00
	1500	Indian Housing Grants	0.00	0.00	0.00	0.00
	1501	Collater Exp / Debt Srvc	0.00	0.00	0.00	0.00
	1502	Contingency	0.00	0.00	0.00	0.00
	9000	Debt Reserves	0.00	0.00	0.00	0.00
	9002	Loan Debt Obligation	463,333.94	0.00	0.00	463,333.94
		Totals	**2,756,883.00**	**0.00**	**0.00**	**2,756,883.00**

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No.2577-0157
(exp. 11/30/2008)

721

HA Name	Comprehensive Grant Number	FFY of Grant Approval
INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian Street Indianapolis, IN 46202	IN36R01750106	2006

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ____
☒ Performance and Evaluation Report for Program Year Ending **6/30/06** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised[1]	Actual Cost[2] Obligated	Actual Cost[2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 22)				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1499 Development Activites	1,100,654.00			
20	9002 Asset Modernization Loan Payment				
21	1502 Contingency (may not exceed 8% of line 22)				
22	**Amount of Annual Grant (Sum of lines 2-21)**	**1,100,654.00**	**0.00**	**0.00**	**0.00**
23	Amount of line 22 Related to LBP Activities				
24	Amount of line 22 Related to Section 504 Compliance				
25	Amount of line 22 Related to Security				
26	Amount of line 22 Related to Energy Conservation Measures				

Signature of Executive Director — Date 10/16/06
Signature of Public Housing Director — Date

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ref handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

721

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
	Operations	1406						
Agency Wide	201 Resident Relations	1408						
	202 Youth Programs							
	203 Senior Programs							
	204 Transportation							
	205 Employment & Training							
	206 Res Oriented Mgt Initiative							
	207 Community Development							
	208 Child Care							
	209 Family Outreach							
	210 Family Self Sufficiency							
	Management Improvements & Training							
	Subtotal							
	Administration - Salaries & Benefits, travel, phone, fax, etc	1410						
	Fees & Cost - Architect, engineering, legal, enviromentals, etc	1430						
	Site Improvements	1450						
	Dwelling Structures	1460						
	Dwelling Equipment	1465						
	Non-Dwelling Structures	1470						
	Non-Dwelling Equipment - Property & Community Wide	1475						
	Development Activites	1499		1,100,654.00				
	Total			**1,100,654.00**	**0.00**	**0.00**	**0.00**	

Signature of Executive Director: [illegible] Date: 10/16/00

Signature of Public Housing Director: Date

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Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

721

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates [2]
	Original	Revised [1]	Actual [2]	Original	Revised [1]	Actual [2]	
Georgetown Construction		12/31/07			12/31/09		

Signature of Executive Director [illegible] Date 10/16/09

Signature of Public Housing Director Date

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#721

Grant: IN36R017501-06 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Contractual Organization: 35-1939038	Contract Dates		Funding	
INDIANAPOLIS HOUSING AUTHORITY 1919 N MERIDIAN STREET INDIANAPOLIS, IN 46202-0000	Original Verify:	06-08-2006	Authorized:	1,100,654.00
Payee Organization:	Obligation Start:	07-18-2006	Disbursed:	0.00
- same as contractual-	Obligation End:	07-17-2008	In process:	0.00
Region: 05 Office: 36 VRS No: 02967-92013	Disbursement End:	07-17-2010	Balance:	1,100,654.00
			Collections:	0.00

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INDIANAPOLIS HOUSING AUTHORITY
Grant Information

#721

Grant: IN36R017501-06 (CFP) Capital Fund Program

General Budget Vouchers Obl/Exp

Status	Line Item	Name	Authorized	Disbursed	Payments in Process	Balance
	1499	Development Activity	1,100,654.00	0.00	0.00	1,100,654.00
		Totals	**1,100,654.00**	**0.00**	**0.00**	**1,100,654.00**

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